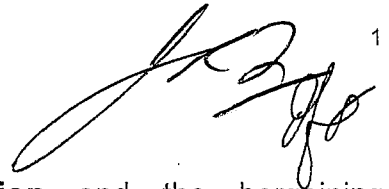


## MEMORANDUM OF AGREEMENT



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, 2010. All of the terms and conditions of the expired collective agreement shall continue in force and effect, save and except as hereinafter amended.

1. All Items previously agree upon and signed off.
2. Article 1.00.1 shall be amended to read as follows:

This Agreement shall remain in force and effect for January 1, 2011 up to and including December 31, 2013.

3. The following shall be added to the Collective Agreement as a new Letter of Understanding, effective January 1, 2012:

Re: Playland Operations - Scheduling Trial


This Letter of Understanding is appended to the 2011 – 2013 collective agreement and expires automatically with the expiry of that Agreement unless it is renewed by the parties.

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

During the term of this Letter and the trial, current articles 10.05 and 12.02 of the Collective Agreement shall be placed in abeyance and the provisions set out in this Letter shall apply instead.

This Letter and the trial can be cancelled during its term by mutual agreement of the parties, provided the party wishing to cancel provides ninety (90) calendar days written notice to the other party, and provided further that the effective date of such cancellation must occur at a time when operational requirements best permit. Current articles 10.05 and 12.02 shall reapply after this Letter expires or is cancelled.

- I. During the term of this Letter, article 10.05 shall be amended to read as follows, effective January 1, 2012:
  - 10.05.1 During the Division's operating season, Playland Operations employees may be scheduled to work on continuous operations schedules.
  - 10.05.2 a) Provided operational requirements permit, the Employer shall schedule regular full-time employees so that they do not work more than five (5)

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consecutive days without receiving forty-eight (48) consecutive hours off, unless overtime applies per subsection (b) below.

- b) When the Employer is required to give a full-time employee the required forty-eight (48) consecutive hours off, as above, but is unable to do as a result of operational requirements, the affected employee shall be paid appropriate overtime rate during all time worked when he/she should have otherwise been on such requisite time off. The employee shall be advised of the operational reasons that resulted in the denied days off.
- c) Exemptions – overtime rates under subsections (a) & (b) above do not apply:
  - (i) When the Employer changes a regular full-time employees shift starting and stopping times within a work day,
  - (ii) When, with the Employer's approval, an employee voluntarily waives his/her right to be covered by subsection (a), provided in the case of a replacement employee waving his/her rights in order to work in another employee's stead, the replacement employee is acceptable to the Employer, or
  - (iii) For each particular regular full-time employee, three (3) times per calendar year (Jan. – Dec.), irrespective of reason.
- d) Seasonal employees shall receive two (2) scheduled rest days off each week.

- 10.05.3
- a) As much as operational requirements permit, the Employer shall notify regular full-time employees of their regularly scheduled hours of work, at least four (4) calendar weeks in advance of such hours. Schedules established under this subsection (a) may be changed on short notice by the Employer when unforeseen circumstances require it to change employee work schedules or shift starting times, provided that the provisions of articles, 10.05.2, 10.13.1 and 10.13.2 shall apply in the such cases, as applicable, recognizing that the exemptions are also applicable in such circumstances.
  - b) Subsection (a) does not apply if and when an employee voluntarily waives his/her right to be covered by that subsection.
  - c) The Employer shall post the regularly scheduled hours to be worked by seasonal employees each week, by the close of business on Thursday of the previous week.

II. During the term of this Letter, article 12.02 shall be amended to read as follows:

12.02.1 PNE Operations

- (a) When, in other than emergency situations, regular full-time PNE

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Operations employees, other than those working a compressed work week pursuant to article 10.03, are required to work scheduled shifts outside of their normally scheduled shift, they shall be paid the rate applicable to the work they are performing, plus shift differential if applicable.

- (b) When the Employer changes such regular full-time employee's shift under this subsection (12.02.1), it shall provide the affected regular full-time employee(s) with:
  - (i) not less than forty-eight (48) hours notice of such shift change, and
  - (ii) not less than eight (8) clear hours off between shifts.
- (c) When less than forty-eight (48) hours notice of a shift change is provided under this subsection 12.02.1, or the affected regular full-time employee has less than eight (8) clear hours off between shifts, overtime shall be paid until such time limits have been reached.
- (d) When a regular full-time PNE Operations employee has received notice of shift change under this section and such notice is cancelled prior to the start of the new shift, the above penalties shall not thereafter apply.

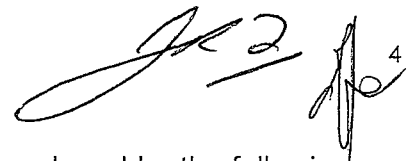
#### 12.02.2 Playland Operations

- (a) When the Employer changes a regular full-time or casual employee's shift and/or the shift schedule, it shall provide such employee with not less than forty-eight (48) hours notice of such shift change.
- (b) When less than forty-eight (48) hours notice of a shift change is provided under subsection 12.02.2(a), overtime shall be paid until such time limits have been reached.
- (c) When the Employer changes a Playland seasonal employee's shift and/or the shift schedule, article 10.13 shall apply, as applicable
- (d) When a regular Playland Operation employee has received notice of shift change under this section (12.02.2) or under article 10.13 and such notice is cancelled prior to the start of the new shift, the applicable penalties shall not thereafter apply.

#### 4. Article 10.10 (b) shall be amended to read as follows:

When regular full-time employees perform weekend work under this subsection during other than the Fair period, shall be paid the regular straight time rate of pay for the work being performed, plus a weekend premium of two dollars (\$2.00) per hour. Weekend Premium shall not be paid to laid off regular full-time Playland Operations employees who perform casual work under section 9.04.6. Effective (insert date of Union ratification), this premium shall be increased to two dollars

and fifty cents (\$2.50).

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5. Article 16.03.2 through and including 16.03.3 shall be deleted and replaced by the following shall be amended to read as follows:

16.03.2 The Employer shall pay one hundred percent (100%) of the premium costs for such insurance.

16.03.3 (a) Upon the death of an eligible regular full-time employee, who consistently works year-round (Jan. – Dec.), his/her named beneficiary or estate, when no beneficiary has been named, shall be paid life insurance in an amount equal to one and one half (1½X) times the regular full-time employee's annual earnings, based upon his/her normal classification rate of pay exclusive of overtime.

(b) Upon the death of an eligible regular full-time employee, who does not consistently work year-round (Jan. – Dec.), his/her named beneficiary or estate, when no beneficiary has been named, shall be paid life insurance in an amount equal to one and one half (1½ X) times the regular full-time employee's gross annual earnings, based upon the employees earning in the last full calendar year (Jan.- Dec.) of his/her employment prior to the death.

16.03.4 Eligible full-time employees, who are absent for six (6) consecutive months or longer for any reason, except leave approved by the Employer, on an approved Workers' Compensation Wage Loss claim, on an approved Weekly Indemnity claim (including appeals), or on an approved LTD claim (including appeals), shall cease to be covered under the Group Life Insurance Plan. The Group Life Insurance Plan shall continue for eligible full-time employees who are absent from work an approved Workers' Compensation Wage Loss claim or on LTD or during, subject to article 16.05.2(b).

6. Article 16.07.01 shall be amended to read as follows to reflect current practice as a result of changes in the Carriers requirements:

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

*NOTE ONLY, not to be placed in the Agreement: Coincidental with the Union's acceptance of the above language, all grievances resulting from the Carrier initiated changes because many so called "regular full-time employees" do not work year round, are deemed withdrawn.*

7. Article 17, Contracting-Out, shall be amended to read as follows:

17.00.1 Except as provided below, the Employer shall not contract out work that is normally and regularly performed by members of the bargaining unit when it could result in the layoff of the regular employees; or the failure under article 9.04.6 to offer such work on a casual basis to laid-off regular employees possessing the required skills, knowledge and ability.

17.00.2 The Employer shall have the right to contract out work when:

- a) It has provided the Union representatives on the Contracting-Out Committee with not less than thirty (30) calendar days notice to allow for the discussion under article 17.00.3(d) to take place, in cases where the PNE Tech Services function or the Playland Tech Services function intends to contract out of work, in non-emergency situations, that is not on the Historical Contracting-Out List.
- b) It does not have the necessary equipment or facilities to perform the work, or
- c) It does not have employees with the required skills, knowledge and ability to perform the work, or
- d) an emergency occurs.

17.00.3

- a) The above notwithstanding, the Employer may continue to contract out work that it has historically contracted out.
- b) Within forty-five (45) calendar days following (insert date of Union ratification), the Employer and the Union shall, form a standing Contracting Out Committee comprising up to three (3) representatives appointed by each side. It is understood that the Committee may from time to time, by consensus agreement, involve other people to assist it in its deliberations. Committee meetings shall be held at mutually agreeable times.
- c) As its first order of business, the Contracting-Out Committee shall review all work (by nature and type - not necessarily by particular contracts), of the same nature and type, that the Employer has historically contracted-out by the PNE Tech Services function and the Playland Tech Services function, in order to establish a comprehensive list of all such contracted work. This Historical List of contracts will serve as the basis for the administer section 17.00.3(a) going forward.
- d) The Committee shall then discuss the intended contracting out to determine whether there are alternatives to contracting out the work in question and/or whether article 17.00.2 would be violated, if the Employer proceeds with the contract.
- e)
  - i) When the Committee cannot agree whether the intended contract , will violate article 17.00.2, or whether the work in question should be put on the Historical List, the matter shall be referred, on an expedited basis to Chris Sullivan, who shall serve as the parties Contracting-Out Referee (or, at the request of either party, to an alternate mutually agreeable Contracting-Out Referee agreed to by the parties). The Contracting-Out Referee shall make a without prejudice determination, on a case-by-case basis, as to whether 17.00.2 would be violated were the intended contract to proceed, or whether the work in question is to be placed on the Historical Contacting-out List.
  - ii) If the Contracting-Out Committee or the Contracting-Out Referee determines that the intended contract would violate article 17.00.2, the

intended contract may not proceed. If that question is answered in the negative, the Employer is free to proceed with the contract and in such eventuality, the contract shall be added to the Historical List.

- iii) If the Contracting-Out Referee determines that the work in question should be placed on the Historical Contracting-out List, it shall be added to the Historical List.
- iv) In emergency situations, the Employer may proceed with the contract before notifying the Contracting-Out Committee, provided it does so soon as possible after the fact, but not more than five (5) calendar days. In such cases, the work of the Committee (including the Contracting-Out Referee process, if necessary), shall take place retrospectively in order to establish whether an emergency situation existed and/or whether article 17.00.2 was violated. In such cases, the Contracting-Out Referee has jurisdiction to award such non-punitive damages as the Referee believes is appropriate in the circumstances, when the Referee finds that no emergency existed or that article 17.00.2 was violated.
- v) The decision of the Contracting-Out Referee shall be provided to the parties within three (3) working days (Monday – Friday) after the matter has been referred by the parties. The parties shall each pay one-half (1/2) of the cost and expenses of the Contracting-Out Referee.

- 17.00.4 (a) Recognizing the goal of the Union is to have as much work done in-house by bargaining unit employees as possible, and to return to the bargaining unit work that was historically performed by the bargaining unit but which is currently contracted out, the Contracting-Out Committee has a mandate to discuss, without limitation, any situation where the Employer contracts out work (i.e. such discussions are not limited to contracting out by the PNE Tech Services function and the Playland Tech Services function and can include contracting-out situations that are on the Historical Contracting-Out List).
- (b) The purpose of these discussions is to determine whether it is feasible to have such work performed in the future by bargaining unit employees, including the purchase of equipment to allow this to happen, if applicable.
  - (c) The Employer shall not unreasonably refuse to use bargaining unit employees to perform work that was formerly contracted out when the Contracting-Out Committee, by consensus, agrees that it is feasible to do so.
  - (d) Without limiting the Contracting-Out Committee's mandate in this regard, it should not, generally speaking, be considered feasible to do the work in question in-house when the cost of so doing would be substantially more expensive than using a contractor, or it is reasonable to assume that the work in question might not be completed to an acceptable standard or in a timely fashion, were it to be performed in house.

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

- 17.00.6 The Employer shall not utilize contractors with the sole intention of eroding the Union's bargaining unit over time.
- 17.00.7 Where contractors are used as a result of the of the need for specialized equipment or infrastructure, the Employer will make reasonable effort to convince the contractor to use of bargaining-unit employees as labour on such projects.
- 17.00.8 The Employer shall include in all lease arrangements a provision requiring the maximum possible use of bargaining unit employees. The Contracting-out Committee has a mandate to discuss and monitor the application of this section (17.00.7).

8. Point #8 of Appendix "B" shall be amended to read as follows:

- (a) The work historically performed by Playland Operations (i.e. work that has been performed by Playland Operations employees or contracted-out by Playland Operations) does not constitute work that is normally and regularly performed by employees of PNE Operations for purposes of article 17.00, despite the fact that the PNE Operations employees may from time to time perform such work; and vice versa.
- (b) Recognizing that there may be work that is contracted-out, which might be performed by PNE employees, and vice versa, the Contracting-Out Committee shall have a mandate to discuss any such contracting out situation to determine whether it is feasible to have the work in question performed in-house by from employees from the other division, as applicable. The Employer shall not unreasonably refuse to do the work in-house using bargaining unit employees from the other division when the Contracting-Out Committee agrees, by consensus, that it would be feasible to do so. Without limiting the Contracting-Out Committee's mandate in this regard, it should not, generally speaking, be considered feasible to do the work in question in-house when the cost of so doing would be substantially more expensive than using a contractor, or it is reasonable to assume that the work in question might not be completed to an acceptable standard or in a timely fashion, were it to be performed in house.

9. A new Letter of Understanding shall be entered into as follows:

WHEREAS the Union has the following goals:

- a) To have the maximum use of bargaining unit members employed during the Master Plan expansion of Hastings Park.
- b) To have the maximum use of bargaining unit members employed in the operation and maintenance of the expanded Hastings Park facilities.

WHEREAS the City of Vancouver, not the PNE, has final authority to a) determine how and by whom work will be performed during the Master Plan expansion of Hastings Park; and b) who will perform the operation and maintenance of the expanded Hastings Park facilities.

WHEREAS the Union has a goal to reduce the PNE's use of contractors and the City of Vancouver may have the ability to assist in that regard by providing the PNE with used tools,

vehicles and machinery that the City no longer intends to use, with the result that the PNE might be able to reduce its use of contractors, were it able to avail of such used City assets.

THE PARTIES AGREE AS FOLLOWS:

The PNE and the Union shall jointly approach the applicable City of Vancouver officials to discuss the above stated Union goals.

10. Article 19.01.2(d) shall be amended to read as follows:

Seasonal employees, who have attained seasonal seniority, shall be paid twelve percent (12%) of their total earnings, including overtime, in lieu of the benefits provided under this Agreement (e.g. annual vacations, statutory holidays, group life, medical, extended health benefits and dental plan, sick leave and weekly indemnity coverage). Effective (insert date of Union ratification) this percentage shall be increased to thirteen percent (13%). Effective January 1, 2013, this percentage shall be increased to fourteen percent (14%).

11. Article 19.01.4 shall be amended to read as follows, by way of housekeeping:

Playland seasonal employees who have achieved seasonal seniority shall be paid fifty cents (\$0.50) per hour in addition to the applicable basic rate.

12. Wage Increases

(c) The following general wage increases shall be applied to all classifications listed in Schedules A-1, A-3, C-1-1 and C-1-2:

- Effective January 1, 2011: One and one-half percent (1.5%)
- Effective January 1, 2012: One and one-half (1.5%)
- Effective January 1, 2013: One and one-half percent (1.5%)

(d) Effective (insert date of Union ratification), Schedule C-1-1 shall be amended to include a full-time Upholsterer Classification paid at the same rate as Technician II, after which the Technician II (Upholstery Upgrade) rate shall be deleted.

(e) Effective (insert date of Union ratification), the Schedule A-2 Attendant I rate shall be increased to \$10.33 per hour. The general wage increases set out in subsection (f) below, except for the January 1, 2011 rate, shall be applied to these rates.

(f) The following general wage increases shall be applied to all classifications listed in Schedule A-2:

- Effective January 1, 2011: One and one-half percent (1.5%)
- Effective January 1, 2012: One and one-half (1.5%)
- Effective January 1, 2013: One and one-half percent (1.5%)

(g) Effective (insert date of Union ratification), the Schedule C-2 Playland Seasonal Attendant II rate shall be increased to \$10.33 per hour. The general wage increases set out in subsection (h) below, except for the January 1, 2011 rate, shall be applied to these rates.



(h) The following general wage increases shall be applied to all classifications listed in Schedule C-2:

- Effective January 1, 2011: One and one-half percent (1.5%)
- Effective January 1, 2012: One and one-half (1.5%)
- Effective January 1, 2013: One and one-half percent (1.5%)

(i) No retroactive payment shall be made as a result of the above January 1, 2011 increases to those employees who employment terminated, irrespective of reason except retirement, prior to (insert date of Union ratification). Employees who retired prior to (insert date of Union ratification) shall receive the retroactivity payment to which they are entitled.

### 13. Existing Letters of Understanding

(a) The following existing LOU's shall be renewed and appended to the Renewal Agreement:

- LOU #1 - Severance Pay
- LOU #2 - Day Care
- LOU #3 - Movie Industry On-Site Coordinator
- LOU #4 - Draft Beer Sales in concession stands
- LOU #5 - Playland Tool Allowance
- LOU #6 - Waiter/Waitress classification to dispense beer
- LOU #7 - Regular fulltime seniority
- LOU #8 - Dirty Pay Premium
- LOU #11- Review of Part-time Employment – recognizing that a CUPE National Rep may attend the labour/management committee when the applicable process takes place
- LOU #12 - First aid Certificates
- LOU #13 – Parking (amended to reflect current practice, including safety escorts at night)
- LOU #14 - Successorship
- LOU #15 - Mobile Equipment
- LOU #18 - Exempt employees – save and except the last paragraph which shall be deleted
- LOU #19 - Review of Seasonal Classifications, amended to delete reference to the 2004-2006 dollar amounts.
- The former settlement letter of the "Foreman Arbitration" shall be amended by mutual agreement, as necessary to convert it to a LOU, after which it shall be appended to the collective agreement

(b) The following existing LOU's shall not be renewed

- LOU #9 - Housekeeping
- LOU #10 - Improvements to Benefits – see proposal # 23-above
- LOU #17 – Olympics
- LOU #20 - Olympics

(c) The following LOU shall be incorporated into the collective Agreement

- LOU #16 – Reporting Pay for Meetings

14. Changes in Employer Notifications Re Changes in Past Practice – the following is a Memorandum of Agreement item only that is not to be placed in the collective agreement.

Provided the Union accepts the contents of this Final Offer in its entirety, the Employer is prepared to amend the notifications of change in past practice that were contained in its June 7, 2011 Initial Proposal as follows:

During the term of the 2011 – 2013 collective agreement the Employer will not a Implement the following specific changes, provided that the balance of the previous notifications (i.e. everything that is not specifically mentioned below) remain in force and effect without Union objection:

- The Employer will **not**, during the term of the next agreement require that the Foreperson III positions only be paid that rate when they are supervising one (1) or more subordinates or in the sign shop when supervising three (3) or more subordinates.
- The Employer will **not**, during the term of the next agreement utilize Washroom attendants, rather than PNE labourers, to clean washrooms at the event venues, before/following events as applicable.

In addition, with regard to the Sign Shop reorganization, the Foreman III position will be eliminated (except for the use of an upgrade). The current incumbent in that position (Lloyd Simpson) shall continue to be paid at the equivalent Foreman III rate of pay when he is working – it should be recognized that Mr Simpson may not work year round because of the lack of work (i.e. non-supervisory work) that he has the ability to perform.

Agreed in the City of Vancouver this 21<sup>st</sup> day of September 2011

FOR THE PNE

FOR THE UNION

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Sept 19/11

1. Article 19.05.1 shall be amended to read as follows effective January 1, 2012:
  - (a) Regular part-time employees, who have completed their probationary period and who have worked a minimum of four hundred (400) hours in the previous year, shall be permitted to avail of any or all of the following benefits: Basic Medical (M.S.P.), Extended Health Benefits and Dental Plan Benefits pursuant to the applicable Benefit Carrier's Plan, provided the regular part-time employee pays one hundred percent (100%) of the costs for such coverage. This option shall be made available to regular part-time employees when they first achieve seniority and twice (2x) annually thereafter for coverage that will become effective February 1<sup>st</sup> and August 1<sup>st</sup>. To remain eligible to avail of this option an employee must continue to work a minimum of four hundred (400) hours each year.
  - (b) An regular part-time employee, who has purchased benefits under this article 19.05.1 and who is unable to maintain the above four hundred (400) hours worked eligibility requirement as a result of bona fide medical reasons (proof of illness or injury may be required by the Employer), shall not be disqualified from eligibility as a result of the failure to work the requisite hours **for that reason**.
  - (c) Regular part-time employees, who avail of this option, must take the benefit(s) in question for a full twelve (12) consecutive month period and they must pay for such benefits(s) in advance no later than the start of each month.
  - (d) Regular part-time employees, who avail of any benefit under this section and who default on the required advance monthly payment, shall have all benefits cancelled. They shall be eligible to re-establish benefit coverage in accordance with the terms of this section, provided they repay all premium amounts for the period between the date of the default to the date coverage is re-established. Regular part-time employees who default a second time shall not thereafter be permitted to avail of benefits under this section.
  - (e) Regular part-time employees, who are purchasing benefits under this article (19.05.1) as at (insert date of Union ratification), shall be exempt from the above requirement to work a minimum of four hundred (400) hours in each year in order to maintain such benefit.

David [Signature]  
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coverage, provided that they do not let their current benefit coverage lapse. These employees, who let their current benefit coverage lapse, shall be required thereafter to work a minimum of four hundred (400) hours in the previous year to re-establish such benefit coverage, and they shall thereafter be required to work a minimum of four hundred (400) hours each year to maintain such re-established coverage.

2. The following shall be added to the agreement as article 26.01.6:

The Parties will maintain a joint uniform committee. The committee shall be comprised of no more than two (2) members per side. The committee shall meet at least once annually and may meet more frequently at the request of either party. Without limiting generality, The purpose of the committee is to discuss the specific uniform needs of the Employer, the needs of bargaining unit employees and the issuance of such uniforms to bargaining unit members.

- ✓3. Effective (insert date of Union ratification), Schedule C-1-1 shall be amended to include a full-time Upholsterer Classification paid at the same rate as Technician II, after which the Technician II (Upholstery Upgrade) rate shall be deleted.

*David J. [Signature]*  
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ARTICLE 16 – Health and Welfare Benefits

Amended Article

Article 16.06.3(f)

Regular full-time employees, covered under this section, may take time-off for medical and dental appointments and have such time-off deducted from their yearly sick leave entitlement in hourly increments, provided the applicable Manager, or designate has received prior notice and authorizes same. ~~With the exception of medical and dental appointments under this subsection, deductions from regular full-time employees' annual sick leave entitlements shall be in one half (1/2) day blocks.~~

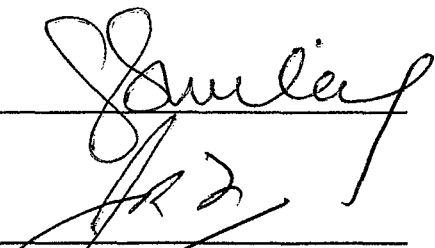
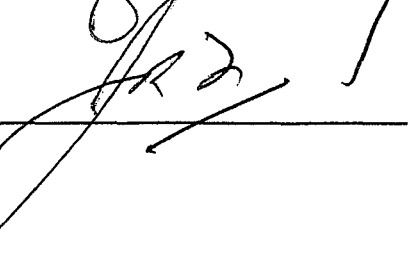
New Article

16.06 (g)

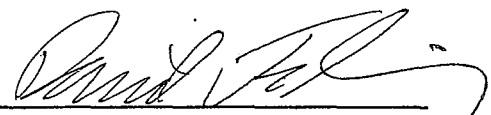
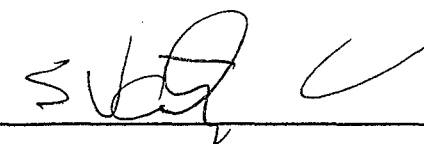
**All sick time will be deducted from an employee's yearly sick leave entitlement in hourly increments (rounded to the next highest hour).**

Signed this 20<sup>th</sup> day of July, 2011.

For the Company

  
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For the Union

  
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ARTICLE 27 – Personnel Files (including discipline)

**Amended Article**

Article 27.01.1

Disciplinary documents, **except for those of a “grave “ nature as defined in the Employer’s progressive discipline policy, ~~of a minor nature~~** shall be removed from an employee’s personnel file **as follows:**

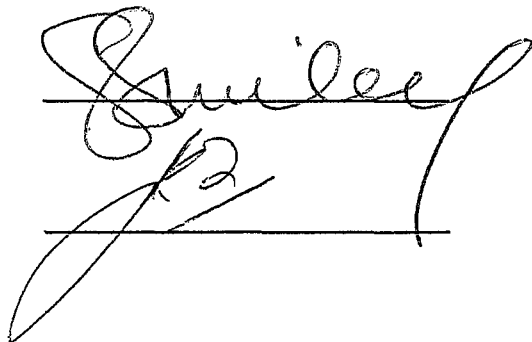
Minor infractions: after twenty-four (24) months **actually worked** have expired from the date such discipline was issued, provided the employee has received that no other discipline of a similar nature during such period.

Major infractions: after **thirty-six (36)** ~~sixty (60)~~ months **actually worked** have expired from the date such discipline was issued, provided the employee has received that no other discipline of ~~a similar nature~~ during such period.

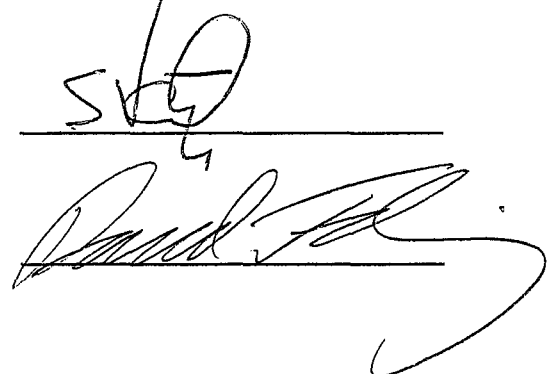
For purposes of this section “minor” **and “major”** discipline **are** as defined in the Employer’s progressive discipline policy. **All disciplinary notices will indicate whether the Employer considers the conduct to be minor or major.**

Signed this 20<sup>th</sup> day of July, 2011.

For the Company

  
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For the Union

  
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Union - proposed agreed item  
CUPE Local 1004  
Employer: Pacific National Exhibition

Bargaining 2011

Date: July 20 2011

ARTICLE 12 – Shift Scheduling

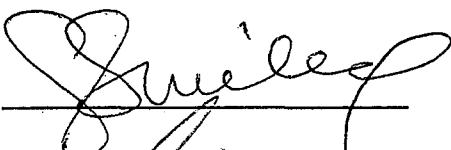

**Amended Articles**

12.08 – PNE Public Safety Ability to Work Playland

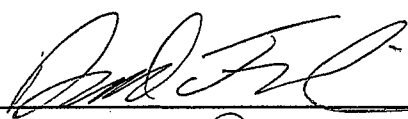
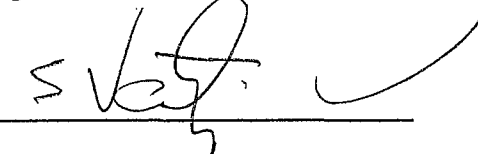
PNE Public Safety employees with **seniority, who have** the required skills and ability **(including but not limited to the skill and physical ability to safely restrain or evict patrons)**, will be offered work in Playland by seniority when there are insufficient **seasonal** Playland Security employees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

Signed this 20<sup>th</sup> day of July, 2011.

For the Company

  
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For the Union

  
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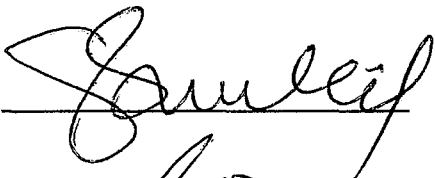
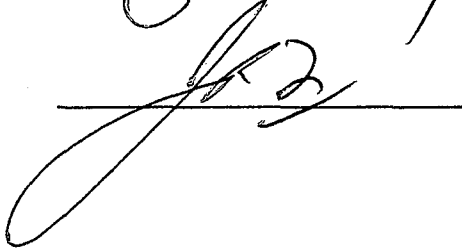
ARTICLE 12 – Shift Scheduling

Amended Articles



- 12.04.1 e) For purposes of this section (12.04), a day shift is defined as a shift ending not later than ~~4:00~~ **5:00** p.m. and an evening shift is defined as a shift that does not start before ~~4:00~~ **5:00** p.m.
- 12.04.1 j) Except as provided for above, regular part-time employees who fail to confirm their shifts or who are absent from work for unacceptable reasons a total of ~~four (4)~~ **five (5)** times in any twelve (12) month period may be terminated.

Signed this 20<sup>th</sup> day of July, 2011.

For the Company

  
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For the Union

  
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ARTICLE 14 – Statutory Holidays

Amended Article

14.01.1

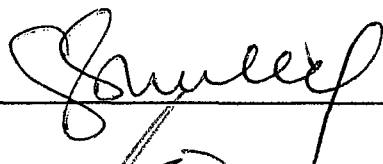
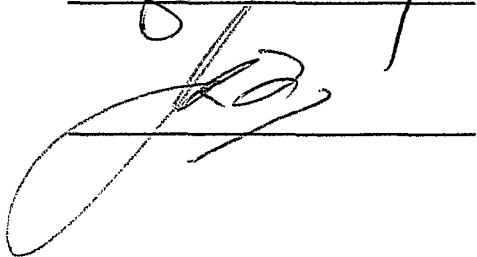
Regular full-time employees, ~~who have completed thirty (30) calendar days continuous service,~~  
shall be entitled to the following statutory holidays:

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

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

Signed this 20<sup>th</sup> day of July, 2011.

For the Company

  
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\_\_\_\_\_

For the Union

  
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\_\_\_\_\_

Union - proposed agreed item  
CUPE Local 1004  
Employer: Pacific National Exhibition

Bargaining 2011  
Date: July 20 2011

ARTICLE 16 – Health and Welfare Benefits

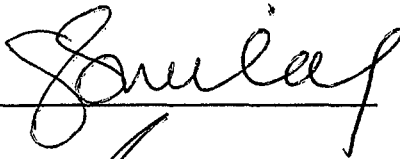
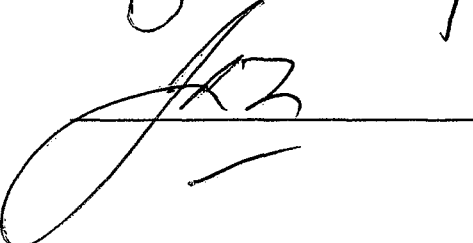
Amended Article

Article 16.05.1

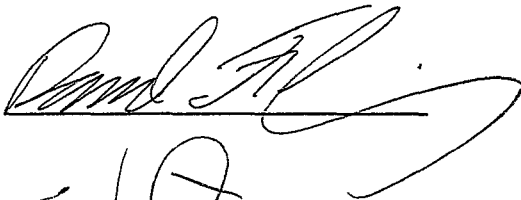

Regular full-time employees, who have completed their probationary period, shall participate in the Municipal Pension Plan of B.C. **Other employees, who meet the minimum requirements for enrolment in the Municipal Pension Plan, may voluntarily enroll.**

Signed this 20<sup>th</sup> day of July, 2011.

For the Company

  
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For the Union

  
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Sept All

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1. Article 13.11 shall be amended to read as follows effective (insert date of Union ratification):

13.11 Trades Qualified Employees

13.11.01 PNE Operations and Playland Operations employees, who are required by the Employer to have a Trades Qualification (T.Q.) Certificate as a condition of employment, shall have their basic hourly rate increased by two dollars (\$2.00) per hour. This increased rate shall thereafter be considered as the employee's normal basic rate for all purposes of the collective agreement.

13.11.02 In order to have their hourly rate increased under this article (13.11), an employee must possess a relevant TQ Certificate that is required for their position. Employees who have more than one TQ certificate are eligible to receive a maximum of one two dollar (\$2.00) increase to their basic hourly rate, irrespective of the number of TQ certificates they possess.

13.11.03 The Employer may, at its discretion, increase the amount it raises the hourly TQ certified rate under this article (13.11) when it believes it is necessary to do so in order to attract and retain trades people in the trade in question. Normally, when the Employer increases an hourly TQ certified rate under this section (13.11.03), such increase shall apply to every trade. The Employer shall only increase the hourly TQ certified rate for a particular trade or trades when unique circumstances exist warranting such particular increase. If the Employer intends to increase the hourly TQ Qualified rate under this section, it shall notify the Union and the parties shall discuss the matter at the Union's request. The Employer shall exercise its discretion under this section in good faith and whether the Employer did so shall be subject to the grievance and arbitration procedures under the Agreement.

*NOTE ONLY, not to be placed in the collective agreement – those employees who are receiving the TQ premium as at (insert date of Union ratification) shall have such premium rolled into their basic hourly rate pursuant to the above revised article 13.11*


2. The following shall be added to article 13 as a new section 13.13 effective (insert date of Union ratification):

High Climb Premium – Playland Division

Playland employees who are required to work on the Hellevator, Revelation, AtmosFEAR or Drop Zone shall be paid a premium of three (\$3.00) per hour [rounded upward to the next highest hour] while actually performing such work at a height of fifty (50) feet or higher [[time so worked shall be cumulative on each shift for payroll purposes].

3. Schedule A-1 shall be amended effective (insert date of Union ratification) to create a new classification of Ice Maker II (Certified Ice Technician's Ticket). The rate of pay for this new classification shall be seventy-five cents (\$0.75) per hour above the Ice Maker II classification rate.

4. The following shall be added to article 13 as a new section 13.14 effective January 1,



2012:

### Security Licences

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

- Regular full-time Public Safety employees and regular full-time Watchmen
- Regular part-time Public Safety employees, who have attained seniority
- Regular part-time Public Safety employees, who have not attained seniority but who have actually worked two hundred (200) hours in the year prior to the licence renewal

5. A new Letter of Understanding shall be entered into in the following terms:

Re: Benefit Improvements

This Letter is effective January 1, 2012 and is appended to and forms part of the Agreement that expires December 31, 2013. This Letter expires automatically with the expiry of that Agreement

Within ninety (90) days following (insert date of Union ratification), the Parties shall form a joint committee comprising two (2) representatives appointed by each side discuss and mutually agree upon amendments and/or improvements that will be made to the existing benefits provided under Article 16, provided that the total additional premium cost to the Employer for all mutually agreed amendments and/or improvements that may result from the committee's work does not exceed ten thousand dollars (\$10,000) over and above the Employer's premium cost for providing the existing Benefit Plans as at (insert date of Union ratification).

It is understood that the employees will pay their share of the premium cost increases resulting from the amendments and/or improvements to the existing benefits that result from the committee's work.

Before any amendment and/or improvement to the benefits can be mutually agreed upon by the committee, such amendment and/or improvement must be currently available from the carrier as part of the applicable Benefit Plan.

A handwritten signature in black ink, appearing to be "R. David A. S.", is located at the bottom right of the page.

- 1. The following shall be added to the collective agreement as a new Letter of Understanding:

Re: Extension of the Fair Period

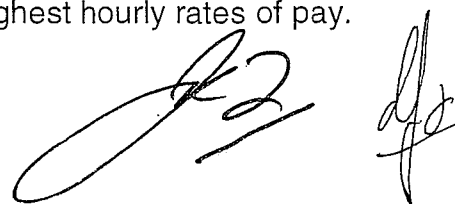
This Letter is effective (insert date of Union ratification) and is appended to and forms part of the Agreement that expires December 31, 2013. This Letter expires automatically with the expiry of that Agreement unless it is otherwise renewed by the Parties.

This Letter extends the definition of "Fair Period" set out in article 2.00.8 on a trial basis. The following provisions replace articles 2.00.8(b) and (c) during the period that this Letter remains in force and effect.

- i) The Fair Period also includes any festival, fair or other multi-day event produced by the Employer during the remainder of the year provided that such festival, fair or other multi-day event is at least three (3) consecutive days or longer duration, plus a reasonable set-up period before the opening day of such festival, fair or event and a reasonable tear-down period after the closing day of such festival, fair or other multi-day event.
- ii) Laid off regular full-time employees shall be offered available work at any festival, fair or other multi-day event under this Letter, on a casual basis per article 9.04.7, before any other employee group is offered such work. If the work performed by the laid off regular full-time employees under this Letter is work that they normally perform, the employee(s) in question shall be paid the applicable regular full-time rate while so working. Otherwise regular full-time employees shall be paid the applicable fair time rate, if they accept such work.
- iii) Regular full-time employees who are not laid off at the time and who are assigned by the Employer to work at any festival, fair or other multi-day event under this Letter, shall be paid the applicable regular full-time rate while so working.
- iv) Casual employees, regular part-time PNE employees and seasonal Playland employees, who are not otherwise working, shall be offered work at any festival, fair or other multi-day event under this Letter. Any such employees who work at any festival, fair or other multi-day event under this Letter, shall be paid their normal casual, part-time or seasonal rate, as applicable, when the work they work within their normal casual, part-time or seasonal classification during such festival, fair or other multi-day event. Otherwise these employees shall be paid the applicable fair time rate, if they accept such work.
- v) Additional fair period events under section (i) of this Letter shall not be covered by the present practice of vacation blackouts. Weekend premiums shall apply during such events unless the parties mutually agree otherwise.

- 2. Articles 10.13.1 and 10.13.2 shall be amended to read as follows effective (insert date of Union ratification):

- 10.13.1 Except during the Fair Period, regular full-time employees and casual employees shall be given not less than twelve (12) consecutive hours free from work between each regularly scheduled straight-time shift worked. Where a regular full-time employee is required to work within the twelve (12) work-free period, the time so worked shall be subject to the appropriate overtime provisions. This subsection (10.13.1) does not apply if and when an employee voluntarily waives his/her right to be covered this subsection.
- 10.13.2 During the Division's operating season, seasonal employees shall be given not less than ten (10) consecutive hours free from work between each regularly scheduled straight-time shift worked. During the Fair Period, regular full-time employees and casual employees shall be given not less than ten (10) consecutive hours free from work between each regularly scheduled straight-time shift worked. Where a regular full-time employee or seasonal employee is required to work within the ten (10) hour work-free period, the time so worked shall be subject to the appropriate overtime provisions. This subsection (10.13.2) does not apply if and when an employee voluntarily waives his/her right to be covered this subsection.
3. Article 12.04.4 shall be amended to read as follows:
- a) Except as provided for elsewhere in this Agreement or where a mutually agreed upon different practice exists (i.e. concessions), the longer shifts in each classification shall be given to regular part-time employees in such classification, who have attained seniority, on the basis of their seniority, provided the difference in length of shift involved is one (1) hour or more.
  - b) When a regular part-time employee does not report to a shift assigned on the basis of subsection (a), such shift shall be assigned to the next available regular part-time employee, who is not already scheduled to work, in order of seniority, provided that no bumping is permitted in such situations.
  - c) Provided operational requirements permit, the Employer will maximize the length of shifts for employees who have attained seniority (example two shifts of four hours might be combined into one shift of eight hours). For purposes of this subsection (c), the Employer's operational requirements include but is not limited to, its ability to provide employees, who do not work full-time and/or on a year round basis, with sufficient work over time to ensure that trained and competent employees are always available to work when the need arises.
4. The following shall be added to article 12.04 as a new subsections (l) and (m):
- (l) Except as set out in subsection (m) below, regular part-time employees, who have attained seniority, shall be placed in classifications on their scheduled shifts, other than supervisor classifications, as much as operationally possible on the basis of qualifications and seniority, so that the senior qualified employees receive preference to work in those classifications with the highest hourly rates of pay.



The Employer will consider seniority when assigning employees to work as supervisors, all other things being equal.

- (m) To be assigned to work in Special Security jobs that might require the incumbent to be involved in physically restraining or evicting patrons, Public Safety employees must undoubtedly have the skill and physical ability to safely perform such work.

5. The following new Letter of Understanding shall be appended to the collective agreement:

Re: WI Coverage In The Case of Casual Work

Laid off regular full-time employees who continue to work full-time weekly hours, without a break in service following their initial layoff, or who continue to work full-time weekly hours, without a break in service, after they have been "deemed recalled" under article 9.04.7, shall not be considered laid-off for purposes of eligibility for Weekly Indemnity, provided that the employee must work full-time hours in two (2) consecutive weeks prior to making a WI claim in order to be eligible. Laid off full-time employees, who are eligible for WI under this Letter, may take unused sick leave that was earned prior to their layoff to cover the WI elimination period, provided they have worked full-time hours in two (2) consecutive weeks prior to the illness/injury for which the WI benefit is claimed.

6. The following new Letter of Understanding shall be appended to the collective agreement:

Re: Scheduling of Regular Part-time Employees Who Have Not Attained Seniority

This Letter is effective January 1, 2012 and is appended to and forms part of the Agreement that expires December 31, 2013. This Letter expires automatically with the expiry of that Agreement unless it is otherwise renewed by the Parties.

WHEREAS: The Employer recognizes the Union's concerns that regular part-time employees, who have not attained seniority, may not always be scheduled to work on an impartial basis by those exempt employees responsible for the scheduling of such employees.

WHEREAS: The Union recognizes the Employer's concerns from an operational and financial perspective, regarding the scheduling of regular part-time employees, who have not attained seniority, on the basis of their start dates, given the myriad of employees involved, the diverse skills and training of such employees and the Employer's need to ensure the on going availability of such employees by offering them an equitable share of available work.

AND WHEREAS: The parties agree that regular part-time employee start dates should, over time, be better recognized in scheduling, as a natural consequence, provided employees who have not attained seniority continue to be scheduled on an impartial basis for bona fide reasons.



THE PARTIES AGREE AS FOLLOWS:

1. The Employer shall ensure that regular part-time employees, who have not attained seniority, continue to be scheduled on an impartial basis for bona fide reasons.
  2. The Employer shall instruct all exempt employees that they are to schedule regular part-time employees, who have not attained seniority, on an impartial basis for bona fide reasons.
  3. When the Union believes that the above instructions are not being followed, it shall raise the matter with the Employer, on a case-by-case basis, so that the Employer may properly investigate the matter and take appropriate corrective action, when required. When, upon investigation, the Employer establishes that the employees, who received the work, were scheduled for a bona fide reason, it shall inform the union in writing of that reason.
  4. Union concerns that are not resolved through discussion by the parties, as above, shall be subject to the grievance and arbitration procedures under the collective agreement.
7. The following shall be added to article 13 as a new section 13.12:

Gratuities

- a) 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.
- b) Past practice, as at (insert date of Union ratification), will continue with regard tipping (including tip cups).

*NOTE ONLY, not to be placed in the collective agreement – past practice of allowable tipping include the following events: Halloween Costume Party, New Year's Eve Party, catering events, etc. where there is a traditional bar set up.*

8. The following shall be added to the Collective Agreement as a new Letter of Understanding:

Re: Playland Vacation Scheduling Trial

This Letter is effective January 1, 2012 and is appended to and forms part of the Agreement that expires December 31, 2013. This Letter expires automatically with the expiry of that Agreement unless it is otherwise renewed by the Parties. This Letter may be cancelled by mutual agreement of the parties on December 31<sup>st</sup> 2012 and on each December 31<sup>st</sup> of each calendar year thereafter. If either party wishes to cancel this Letter, it will provide the other party with sixty (60) calendar days notice of such cancellation, in order to provide opportunity for the parties to discuss any such

cancellation.

Within ninety (90) calendar days of the completion of the 2011 Annual Fair, the parties shall meet [two (2) representatives appointed by each side] to develop the terms and conditions of a Vacation Scheduling Trial in the Playland Division, whereby regular full-time Playland employees will be permitted to sign-up for vacation in each year.

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

- a) The Employer must be satisfied that its operational requirements will continue to be best met during the term of the trial, in order for the trial to proceed.
- b) The implementation of the trial must be essentially cost neutral (it must not cost the Employer any significant additional monies), in order for the trial to proceed.
- c) During the trial, the Employer will develop and post a vacation schedule each year, starting January 1, 2012. This schedule may contain blackout periods when no employee is permitted to be on vacation, and/or the Employer may limit the number of employees from each classification that may be on vacation at any time. Any blackout period(s) established by the Employer shall be for bona fide operational reasons.
- d) The vacation sign-up will take place in two stages:
 

Stage 1 – the employees may sign up, by classification in seniority order [subject to a rotation mechanism to ensure equity of opportunity – see (e) below], for a maximum of two (2) weeks vacation (per the times made available by the Employer).

Stage 2 - after the Stage 1 sign-up is complete, employees may sign-up for the balance of their vacation entitlement by classification in seniority order [subject to a rotation mechanism to ensure equity of opportunity – see (e) below].
- e) In order to ensure equity among employees in their opportunity to book vacation during prime vacation times, the parties shall develop a mutually agreeable rotation system in signing up for vacation so that all employees receive opportunity to sign-up for vacation in an equitable fashion over time (i.e. not the most senior employee picking first every year).
- f) Any vacation time that is not signed up for will be scheduled per article 15.06.

9. Article 16.06.3(e) shall be amended to read as follows:

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

10. The following shall be added to article 16 as a new section 16.10

Joint Participation in Benefit Discussions

- a) The Union will be provided with all Benefit Plan contracts entered into by the Employer with the Benefit Plan carrier(s) regarding those benefits provided by this article (16) and the Benefit Plan annual report. The parties shall discuss what other benefit plan information is to be provided to the Union, subject to mutual agreement.
  - b) Any changes made to the benefit plans provided by this article (16.10) shall be discussed with the Union or a representative appointed by the Union prior to such changes being implemented. There shall be no change in the Long Term Disability Plan without the Union's agreement.
  - c) The Employer shall not on its own volition change the benefit plans in force and effect as at (insert date of Union ratification) ~~as a~~ as a means of obtaining cost savings.
  - d) In order to provide on going opportunity for the Union to discuss and have input regarding the benefit plans provided by this article, up to two (2) representatives appointed by the Union will be invited to attend an annual meeting with the Employer's Benefit Plan Broker, and, when the Employer and the Union mutually agree, a representative of the Carrier.
  - e) The parties will discuss putting the benefit plans out to tender with the objective of reducing premiums and improving benefit levels.
11. The following shall be added to the collective agreement as a new article 29, effective (insert date of Union ratification):

ARTICLE 29 TRAINING

- (a) Both Parties agree that a high standard of training must be maintained for the safe and efficient operation of the PNE and Playland. As such, the Parties agree that training should be provided to ensure the on-going development of employees in achieving the joint goals of safety and efficiency.
- (b) The provisions herein are also intended to assist employees in maintaining and improving skills for the purpose of career development within the Employer's operations.
- (c) It is agreed that the provision of training is subject to and contingent upon the Employer's budgetary limitations governing the provision of such training.
- (d) The following provisions apply when the Employer offers in-house training to regular full-time employees:

- (i) Regular full-time employees who wish to receive training in order to upgrade their skills and ability, shall express such interest to the Employer in writing, stating the training they wish to receive.
  - (ii) When the Employer intends to offer on the job training, it shall offer such training to employees in the applicable crew in the order of seniority, provided the employees to receive the training have the prerequisite aptitude, knowledge, skill and ability to successfully complete the training.
  - (iii) When under subsection (ii) above, there are insufficient employees within the applicable crew having the prerequisite aptitude, knowledge, skill and ability to meet the Employer's training needs, the Employer shall then offer such training to employees within the applicable department, who have expressed and interest in receiving the specific training involved and who have the prerequisite aptitude, knowledge, skill and ability to successfully complete the training. Seniority shall apply in cases where two (2) or more employees within the department are eligible to receive the training under this subsection (iii).
- (e) Where after (insert date of Union ratification) the introduction of new equipment and/or methods becomes part of a regular full-time employee's duties and responsibilities, the Employer will provide on-the-job training to the affected employee(s) so that they have reasonable opportunity to develop the required skill and ability.
  - (f) Where the Employer requires regular full-time employees, as a condition of employment, to take a course in order to upgrade their skills and/or knowledge, the tuition cost of such training, plus reasonable related expenses associated with the training that would not otherwise be incurred by the employee, shall be paid by the Employer. In addition, the employee shall suffer no loss of straight-time pay for when taking such training.

12. New Letters of Understanding:

- (a) A new letter of understanding shall be entered into in the following terms:

Re: Locker Rooms and Lunch Rooms

This Letter is effective (insert date of Union ratification) and is appended to and forms part of the Agreement that expires December 31, 2013. This Letter expires automatically with the expiry of that Agreement unless it is otherwise renewed by the Parties.

The Employer shall provide clean locker room facilities and clean lunchroom facilities in the Playland Division, and clean locker room facilities in the PNE Division, during the term of the 2011 to 2013 collective agreement.

- (b) A new letter of understanding shall be entered into in the following terms:

Re: Playland Division Tech Training

This Letter is effective (insert date of Union ratification) and is appended to and forms part of the Agreement that expires December 31, 2013. This Letter expires automatically with the expiry of that Agreement unless it is otherwise renewed by the Parties.

- (i) In order to begin addressing the Union's concerns regarding the number of trained Technicians III employed by the Playland Division, the Employer agrees to post and fill one (1) additional full-time Tech III position, on or before December 30, 2011. It is understood that this position shall be subject to all of the provisions of the collective agreement on the same basis as other full-time Tech III positions.
- (ii) During the life of the 2011 – 2013 collective agreement, the Manager, Playland Tech Services shall meet, as necessary, with up to two (2) Playland employees and a Union representative, at their request, to discuss other ways and means that might be utilized to address employee concerns about technician training and the number of trained technicians employed within the Division, recognizing that any change in these regards is subject to and contingent upon the budgetary constraints faced by the Employer in addressing these issues. The Manager may be accompanied by up to two (2) additional Employer representatives during such discussions.

- (c) A New Letter Of Understanding shall be entered into in the following terms:

Re: Weekly Indemnity Direct Deposit

This Letter is effective (insert date of Union ratification) and is appended to and forms part of the Agreement that expires December 31, 2013. This Letter expires automatically with the expiry of that Agreement unless it is otherwise renewed by the Parties.

This Letter recognizing the Union's goal to have employees, who are on an approved Weekly Indemnity claim, receive their WI Benefit by direct deposit.

The Parties shall, within ninety (90) calendar days following (insert date of Union ratification), discuss this question of Direct Deposits with the WI Carrier, including having the Carrier deduct the applicable pension and benefit contributions from the employee's WI payment and remit these amounts directly to the Employer.

