

Collective Agreement

Between

IATSE Local 118

And

Pacific National Exhibition

2014-2016

TABLE OF CONTENTS

ARTICLE	PAGE
1. GENERAL PURPOSE	5
2. UNION RECOGNITION	5
3. TERM OF AGREEMENT	5
4. UNION SECURITY	6
5. JURISDICTION OF WORK	7
6. CONTRACT FOR RUN	7
7. REMUNERATION	8
8. TIME OF CALL	8
9. CANCELLATION OF CALL	9
10. HOURS OF WORK	9
11. OVERTIME	10
12. VACATION PAY	11
13. MEAL BREAKS	11
14. MEAL PREMIUM	12
15. MINIMUM CALL	13
16. SAFETY	13
17. DEDUCTIONS	13
18. PAYMENT OF WAGES	13
19. REMOVAL OF EMPLOYEE	14

ARTICLE	PAGE
20. GRIEVANCE PROCEDURE	14
21. LOCK OUT AND STRIKES	15
22. MANAGEMENT RIGHTS	15
23. EXISTING TERMS AND CONDITIONS	15
24. UNION RIGHT OF ENTRY	15
25. HEALTH & WELFARE/RETIRMENT SAVINGS PLAN	16
26. SPECIAL CONDITIONS	17
27. TECHNOLOGICAL CHANGE	19
28. SAVINGS CLAUSE	19
29. HARASSMENT	19
30. MILEAGE ALLOWANCE	20
31. SUCCESSORSHIP	20
SCHEDULE "A"	21
LETTER OF UNDERSTANDING #1	22
LETTER OF UNDERSTANDING #2	25
LETTER OF UNDERSTANDING #3	27

THIS AGREEMENT, dated for reference this first day of January, **2014**.

BETWEEN:

PACIFIC NATIONAL EXHIBITION

a body corporate, having its head office at Exhibition Park, in the City of Vancouver, in the Province of British Columbia,

(hereinafter called the “Employer”),

AND:

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOTION PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA, LOCAL 118,

(hereinafter called the “Union”)

- A. The Employer is an employer within the meaning of the “Labour Relations Code of British Columbia”.
- B. The Union is the bargaining authority for those persons:
 - 1. employed by the Employer, and
 - 2. who perform work, as described in Article 5 hereof, upon the PNE Grounds, which persons shall include without limitation, the following:

Carpentry Department:	Stage Carpenters and Assistants Fly Operator and Assistants Fly Grip Carpenter Grip Car and Truckloaders High Riggers Ground Riggers
Electrical Department:	Stage Electricians and Assistants Spotlight Operators Preset Operator Electrical Grip
Video Department:	Video Operators & Technicians Video Projectionists Video Grip
Property Department:	Properties Handler and Assistants Property Grip
Sound Department:	Sound Operator and Assistants Sound Grip

Wardrobe Department:	Head Wardrobe Dressers Seamster
Projection Department: (which employees are hereinafter called the "Employees")	Projectionists

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the premises, the parties hereto covenant and agree as follows:

1. GENERAL PURPOSE

- 1.1 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours of work and wages, and to provide for Union security and machinery for the prompt and equitable disposition of grievances for all Employees who are subject to the provisions of this Agreement.
- 1.2 Pursuant to the provisions of section 53 of the Labour Relations Code, the Employer and the Union agree to the establishment of a consultation committee for the purposes of consulting regularly during the term of the collective agreement about workplace issues. Such meetings will be held at least once every two months and at other times mutually agreed to by the parties.

2. UNION RECOGNITION

- 2.1 The Employer acknowledges and recognizes that the Union is the bargaining agent for all persons defined as Employees herein and employed by the Employer in the work described in Article 5 hereof.

3. TERM OF AGREEMENT

- 3.1 This Agreement shall remain in force and effect from January 1, **2014** up to and including December 31, **2016** and from year to year thereafter.
- 3.2 The above notwithstanding, either party may terminate this agreement effective 11:59 pm on December 31, **2016** or effective 11:59 pm on the 31st day of December each year thereafter, provided it gives at least four (4) months written notice of such termination to the other party. When the agreement is not terminated pursuant to this section, it shall remain in force and effect until at least the end of December of the following year, when it may be subject to termination under this section.
- 3.3 Should either party serve notice to terminate the agreement under the above noted section or the parties are deemed to have given notice to commence collective bargaining under

the Labour Relations code, the parties shall commence collective bargaining and this agreement shall continue in force and effect thereafter, and neither party shall make any change or alter the terms of this agreement until:

- (a) The Union commences a legal strike pursuant to the Labour Relations Code, or
- (b) The Employer commences a lawful lock-out pursuant to the Labour Relations Code, or
- (c) The Parties have concluded a renewal or revision of this agreement, whichever occurs first.

3.4 IT IS UNDERSTOOD AND AGREED between the Employer and the Union that the operation of subsections (2) and (3) of Section 50 of the “Labour Relations Code of British Columbia” is hereby excluded from and shall not be applicable to this Agreement.

4. UNION SECURITY

- 4.1 The Employer shall hire, to perform work referred to in Article 5, only persons who are, at the time of hiring, members in good standing of the Union and shall hire for each particular job that person supplied by the Union but subject always to Articles 6 and 15 hereof and the following exceptions:
- (a) If circumstances arise during the course of the setting up or running of a production which could not be foreseen until that time and which make it necessary for the function of an Employee to be performed by any person employed by the Employer whether such person is a member in good standing of the Union and not, the Employer may employ such person to perform such function so long as those unforeseen circumstances require;
 - (b) Nothing herein shall restrict a person hired for a particular job from assisting any other Employee working in another Department as described in Article 4.1 (a) provided that such assistance is temporary and does not affect the ability of that Employee to properly perform the duties for which the Employee was hired;
 - (c) Any decrease or reduction in the size of a crew required by a lack of work shall be accomplished by the dismissal of that person or those persons designated by the Union provided that the Employer shall have the same right to request specific Employees and the Union shall have the same obligation to provide full disclosure as described in Article 8.1 (b).

- 4.2 The Employer shall include in all lease arrangements a provision encouraging the maximum possible use of bargaining unit employees.
- 4.3 Assignment of work:
- (a) As far in advance as operational requirements permit, the Union shall be notified of Pre-event Production meetings for events which are to be held on the PNE site. The Union shall have the option of sending a representative to such meetings.
 - (b) When in the PNE's opinion it is necessary for safety, efficiency, or other reasons, the promoters or producers of theatrical and other events held on the PNE site, which are not promoted or produced by the PNE, shall be required to use members of the Union to rig and operate theatrical equipment and to perform other duties normally performed by members of the Union.

5. JURISDICTION OF WORK

- 5.1 The exclusive jurisdiction of the Employees covered by this Agreement shall include all work on the PNE Grounds of a kind and nature usually performed thereon by stage hands which work shall include, without limitation the designing, displaying, handling, erecting, dismantling, transporting, preparing, maintaining and operating theatrical effects, sets, scenery, properties, sound equipment, lights, lighting equipment and stage equipment and machinery of all kinds and description, and all activities incidental thereto, and further shall include without limitation all such work in connection with television or motion picture productions, the display or projection of television or motion picture presentations and the operation of any machinery and equipment in connection therewith and with any systems utilizing television or motion picture principles. For the purposes of this Agreement, the term "PNE Grounds" shall include all areas within the boundaries of the Pacific National Exhibition site and all buildings upon that site which may be used for entertainment, rehearsals, performance or displays of every nature and description.
- 5.2 When the Employer intends to record a show for a broadcast or taping in any medium, said Employer or their agent shall negotiate crewing with the Union's Representative at least one week prior to the scheduled date.

6. CONTRACT FOR RUN

- 6.1 Employees shall be contracted for the set-up, run and strike of the production for which they are employed and Employees shall be employed in the categories of work for which they were called. Employees shall not be dismissed, disciplined or suspended except for just cause as provided under Article 19, and shall not be assigned to other categories of work except that the Employer may:

- (a) Where the work available requires, reduce or increase the size of the crew. To avoid any actual or anticipated breach or similar grievance on the part of the Employer or Employee, crew size will be determined by practice and precedent in the industry as determined by consultation between the Employer, the Union and the representative of the Pacific National Exhibition and/or the representative of the Performing Group;
- (b) Assign Employees to other categories of work by mutual agreement between the Employer and the Union;
- (c) Assign Employees to other categories of work to provide temporary assistance within a Department or in other Departments provided that such temporary assistance does not affect the ability of that Employee to properly perform duties for which the Employee was hired.

7. REMUNERATION

- 7.1 Where, on any call, an Employee is required or requested to be available to perform work in, or in fact performs work in, a work classification for which a higher remuneration is provided for hereunder (other than an assignment to provide temporary assistance), then the Employee shall be paid that higher rate of remuneration for the entire call. Decisions made with respect to the above in Article 7.2 shall be in consultation with the Business Agent and the representative of the Employer.
- 7.2 On any run of a production, when a Spotlight Operator, Department Head or Assistant is engaged, these persons shall be paid the applicable rate for that category for the entire set-up, run and strike of the production.

8. TIME OF CALL

- 8.1 Subject to this Article 8 and Article 9, time of call shall be at the discretion of the Employer. A call shall be made in the following manner:
 - (a) The Employer shall advise the Business Agent for the Union as soon as possible, but not less than forty-eight (48) hours prior to the time of call:
 - (i) the time of call;
 - (ii) the number of persons required specifying the category of work for each person;
 - (iii) if the Employer wishes specific persons, a list of members of the Union that it wishes to employ including a reasonable number of alternates;

- (b) The Business Agent shall report to the Employer as soon as reasonably possible on whether members of the Union in good standing are available (in which case the Employer may again specify a list with alternatives), and shall endeavour to accommodate the Employer's urgent request under Article 8.1 (a)(iii) hereof except that nothing herein shall require the Business Agent or the Union to supply the specific person or persons requested. The Union, however, shall be required (upon receiving a written request from the Employer) to provide full disclosure of all information as to why a particular person or persons cannot be provided.
- (c) Where a call is in respect of work to be carried out during or prior to a performance by Employees working the performance, such calls shall commence at least thirty (30) minutes prior to commencement of the performance.
- (d) Where an Employee is called to work the opening performance and where said performance requires a set-up before the performance, the Employee shall be called no less than one (1) hours before house opening. Should the set-up time be greater than one (1) hour before house opening then this Article 8.1 (d) shall not apply.

9. CANCELLATION OF CALL

- 9.1 The Employer shall cancel a call by notifying the Business Agent of cancellation prior to twelve (12) hours before the time of call. In the event such notice is not given to the Business Agent prior to that time, then, unless the Union consents to such cancellation, the Employer shall pay to the Employees designated by the Business Agent to fill the call an amount equal to that remuneration which the Employees would have earned through four (4) hours of work at normal time in their respective work categories. If the time of a call is extended without prior notice of twelve (12) hours before the original time of call and if the call is subsequently cancelled, then this Article 9 shall be applied with reference to the original time of the call.

10. HOURS OF WORK

- 10.1 The normal work week shall consist of forty (40) hours, based on an eight hour day and a six day week. However, owing to the nature of theatrical operation, hours of work shall not be fixed with respect to time of day or day of week, but shall be as prescribed by the Employer on reasonable notice subject to the overtime provisions herein.
- 10.2 For the purposes of computing pay for normal time and overtime:
 - (a) The end of each day is midnight and the end of each week is Saturday midnight, except where an Employee works a continuous period of time which starts before midnight

and ends after midnight in which case the end of the day shall be the end of that continuous period of work.

- (b) A break in a work period of less than eight (8) hours duration shall not constitute the ending of a work day.
- (c) Time shall be calculated by the half-hour so that an Employee shall be paid for a full half-hour period if any portion of a half-hour period is worked.
- (d) If an Employee, at the call of the Employer, completes a period of duty in any day and is recalled to duty by the Employer on the same day after a break of two (2) hours or greater has elapsed since the completion of that period of duty, and as a result of such recall works a further period of time, the Employee shall be paid one (1) hour travel time. If the number of hours actually worked by an Employee under the provisions of this Article 10.2 (d) is:
 - (i) Less than eight (8) hours and the Employee is entitled to travel time, the Employee shall be paid such travel time at regular rate of pay; or,
 - (ii) Eight (8) hours or more and the Employee is entitled to travel time, the Employee shall be paid such travel time at the applicable overtime rate as provided for in Article 11.

11. OVERTIME

11.1 All overtime referred to in this Article 11.1 shall be paid for at time and one-half the straight time rate of pay. Overtime under this Article 11.1 consists of each of the following separate categories of work and arises when work falls within any of the following categories which are mutually exclusive:

- (a) Time worked in excess of eight (8) hours in any day;
- (b) Time worked in excess of forty (40) hours straight time in any week;
- (c) Time worked on Sunday (Subject to Article 11.2);
- (d) Time worked during a Public Holiday or day in lieu shall be considered as “straight time” for the purpose of calculating 11.1 (b) above.

11.2 All overtime referred to in this Article 11.2 shall be paid for at double the straight time rate of pay. Overtime under this Article 11.2 consists of each of the following separate categories of work and arises when work falls within any of the following categories which are mutually exclusive:

- (a) All time worked between midnight and 8:00 am regardless of time of call;
 - (b) All time worked in excess of eleven (11) hours in any one day or shift;
 - (c) All time worked in excess of eight (8) hours on Sunday;
 - (d) Where a call requires work to commence between midnight and before 6:00 am, all time worked during such a call.
- 11.3 (a) All time worked on a Public Holiday shall be paid for at double the straight time rate of pay excepting when a Public Holiday falls on a Sunday.
- (b) When a Public holiday falls on a Sunday the next day shall be deemed a Public Holiday for the purposes of Article 11.3 (a).
- (c) The following shall be Public Holidays for the purposes of the Agreement:
- i) New Year's Day
 - ii) Family Day**
 - iii) Good Friday
 - iv) Easter Monday
 - v) Victoria Day
 - vi) Canada Day
 - vii) BC Day
 - viii) Labour Day
 - ix) Thanksgiving Day
 - x) Remembrance Day
 - xi) Christmas Day
 - xii) Boxing Day
 - xiii) Any other day duly proclaimed by Federal or Provincial authority as a public holiday in the area in which the place of employment is located.

12. VACATION PAY

- 12.1 The Employer shall pay to each Employee, in addition to the remuneration required under this Agreement, eight percent (8%) of earnings for members falling under the jurisdiction of Local 118, I.A.T.S.E.

13. MEAL BREAKS

- 13.1 Either of the following shall be defined as constituting a "meal break":

- (a) One unbroken, unpaid hour, within which the Employee can eat their meal;

(b) One unbroken, paid half-hour, within which an Employee can eat their meal. The rate of pay shall be that which is applicable to the beginning of the half-hour meal period.

13.2 No unpaid meal break shall be allowed during a call of five (5) hours or less.

13.3 The Employer shall not call an unpaid meal break for the crew:

(a) Less than two (2) hours from the beginning of a call, or

(b) Less than four (4) hours from the previous unpaid meal break.

13.4 No meal break shall be set so as to result in an Employee who is working the performance, returning from such meal break at a time less than thirty (30) minutes prior to commencement of the performance.

14. MEAL PREMIUM

14.1 Employees shall be allowed one meal break immediately following every **five (5)** hour period of duty; provided, however, that if any Employee is required to remain on duty after such **five (5)** hour period, the Employee shall be paid at one and one-half times the rate applicable at the beginning of the **sixth** hour until relieved for a meal break. **Following this, should an employee require a third meal break, it will be granted after a four (4) hour period following their last meal break. Any subsequent meal breaks would follow the same pattern of every four hours.**

14.2 If a call can be completed in five (5) continuous hours or less from the commencement of the call or from the end of the previous meal break, then Article 14.1 shall not apply, **unless it is the third (3rd) meal break.** If the call extends beyond five (5) hours, the Employees shall be paid at one and one-half (1 ½) times the rate applicable at the beginning of the sixth hour. In the event that a meal break falls due during a performance and the time of call has been set no earlier than thirty (30) minutes prior to the commencement of the performance, the meal break shall be postponed without premium to the completion of that performance.

14.3 (a) If an employee is asked to report to a site outside of the Greater Vancouver area they shall be reimbursed for meal expenses in accordance with the PNE's Corporate policy on expenses. This provision will not apply if the individuals work site is relocated on a long term basis.

(b) No receipt is required to receive meal expenses under this subsection, but the payments shall be treated as taxable income.

15. MINIMUM CALL

- 15.1 When an Employee is called to work, the Employee shall be paid not less than four (4) continuous hours at the applicable rate of pay.
- 15.2 When an Employee is called to work for a period which does not exceed four (4) hours and the period commences after midnight and before 6:00 am then the entire minimum call period shall be overtime.
- 15.3 When an Employee is required to return to work after an unpaid meal break, the Employee shall be paid not less than two (2) continuous hours at the applicable rate of pay, except in the case of a strike after a performance at which time an Employee shall be paid not less than three (3) hours at the applicable rate of pay.
- 15.4 When an Employee is required to return to work after a break of greater than one (1) hour, it shall be considered as an additional minimum call as provided in Article 5.1.

16. SAFETY

- 16.1 The Employees will not be required to work under unsafe conditions and in particular, shall not be required to work, handle, or set-up any scenery, properties, effects, drapes, drops or other stage decor or any electrical stage equipment that is unsafe and shall not be required to work in any unsafe location without adequate safety equipment.
- 16.2 Safety procedures will be followed and safety equipment provided by the Employer will be used.

17. DEDUCTIONS

- 17.1 Upon receipt of a statutory form of assignment duly completed, the Employer shall deduct from the wages of each Employee such Union dues assessment as may be prescribed by the Union and authorized by such assignment from time to time and shall remit at least once a month the amount deducted to the Union in the name of the Employee. The Employer shall deliver to the Union at least once a month, a written statement containing the names of the Employees for whom the deductions were made and the amount of each deduction made under this Article in respect of the preceding month.
- 17.2 All Union dues, check-offs, and other monies owed to the Union shall be paid to the Financial Secretary of the Union by the 15th day of each month for the previous month.

18. PAYMENT OF WAGES

18.1 Non-payment of wages when due and non-payment of monies due to the Employees and the Union shall constitute a breach of this Agreement, and the Union shall not be held liable for work stoppage. All wages for Employees shall be paid on the regular pay days of the Employer. It shall be a condition of work under this Agreement that the Employer will make the required Income Tax, Canada Pension Plan, Employment Insurance and Worker's Compensation deductions and payments as required under the Provincial and Federal Statutes.

19. REMOVAL AN EMPLOYEE

19.1 The Employer shall have the right to refuse to hire or the right to discipline; dismiss or suspend from a position any person supplied by the Union or any Employee, as the case may be, for which the Employer has just cause. If after refusal to hire a person or the discipline, suspension or dismissal of any Employee, the Employer cannot show just cause then the Employer shall recompense that person or Employee for wages lost as a result of such refusal to hire or such discipline, suspension, or dismissal. "Just cause" in this Agreement shall include, but shall not be limited to:

- (a) Breach of any reasonable regulations from time to time made by the Employer governing the duties and functions of the Employees necessary for the conduct and management of the Employer's business insofar as such rules and regulations do not conflict with the terms of this Agreement;
- (b) Insubordination or failure to obey the proper instructions of superiors including, but not limited to, the Stage Manager, Director or Designer;
- (c) The fact that the Union is unable to demonstrate that a person is experienced or trained for the particular duties assigned to or is performing; and
- (d) Unsatisfactory performance of duties.

19.2 Any employee dismissed pursuant to this Article shall not be an available member in good standing of the Union for the purposes of Article 4 of this Agreement. It is understood that this latter Article may be waived by mutual agreement between the Employer and the Union.

20. GRIEVANCE PROCEDURE

20.1 All differences between the Union and the Employer and any Employee bound by this Agreement relating to the dismissal, discipline or suspension of an Employee or to the interpretation, application, operation or any alleged violation thereof including any

question as to whether any matter is covered by this Article shall be finally and conclusively settled without stoppage of work by the following method:

- (a) Any such difference shall in the first instance be discussed between the Steward and the person authorized by the General Manager;
- (b) If no settlement is reached, the Steward and the person authorized by the General Manager shall report to the Business Agent of the Union and the senior employed management official of the Employer respectively and they shall meet as soon as possible and if no settlement is reached between them within five (5) days, they shall refer the difference to a single arbitrator to be selected by them whose decision shall be final and binding on all persons bound by this Agreement. If the Business Agent and senior employed management official of the Employer cannot agree on a single arbitrator within five (5) days, either party may request the Minister of Labour to appoint such a single arbitrator. The costs of and incidental to the settlement of any difference shall be borne equally by the Union and the Employer.

21. LOCK OUT AND STRIKES

- 21.1 During the term of this Agreement, the Employer shall not lock out any Employee and no Employee shall strike and the Union shall not declare or authorize a strike of Employees.
- 21.2 It is understood and agreed that refusal to cross a legal picket line shall not constitute a breach of this Agreement.

22. MANAGEMENT RIGHTS

- 22.1 All matters relating to conditions and the work of Employees not inconsistent with or specifically dealt with by this Agreement or not otherwise regulated by law are understood to be within the prerogatives and rights of management, provided, however, that the Employer will not alter significantly the conditions or the work of Employees without prior notice to and bona fide consultation with the Union through the President and the Business Agent or either of them.

23. EXISTING TERMS AND CONDITIONS

- 23.1 All explicit or implicit terms and conditions of work and understanding between the Union and Employer which are not contrary to this Agreement shall continue in full force and effect.

24. UNION RIGHT OF ENTRY

- 24.1 An authorized representative or representatives of the Union shall be permitted by the Employer, upon prior notification, to enter and inspect, free of any interference, Employee work areas when such entrance or inspection is required, in the Union's opinion, in connection with any investigation or matters pertaining in any way to this Agreement, but such representative shall not interrupt or interfere with any work in progress.

25 HEALTH AND WELFARE / RETIRMENT SAVINGS PLAN

25.1 Health and Welfare Plan

The Employer will pay into a designated Trust Fund six percent (6%) of the straight time grip rate coupled with the Holiday Pay for that rate a per Schedule "A" for every hour worked for every employee under this Contract. Effective June 19, 2008, this percentage shall be increased to six and one-half percent (6.5%). Effective May 1, 2009, this percentage shall be increased to six and three-quarter percent (6.75%). Effective May 1, 2010, this percentage shall be increased to seven percent (7.0%). Effective May 1, 2013 increase employer contribution to seven and one-half percent (7.5%) of the straight time grip rate coupled with holiday pay.

25.2 Retirement Savings Plan

The Employer will deduct one dollar and thirty-five cents (\$1.35) for every hour worked from every Local 118 member employed under this Agreement and remit same to the I.A.T.S.E. Local 118 Savings Trust Account. These amounts will be submitted on an individual basis, and upon submission the Employer's responsibility ceases. These amounts will be deposited to the credit of the individual Employee's account at the VanCity Credit Union. Effective June 19, 2008, this deduction shall be increased to one dollar and forty-five cents (\$1.45). Effective May 1, 2009, this deduction shall be increased to one dollar and fifty-five cents (\$1.55). Effective May 1, 2010, this deduction shall be increased to one dollar and sixty-five cents (\$1.65). Effective May 1, 2013, increase employee contribution to one dollar and seventy-five cents (\$1.75) for every hour worked. **Effective June 2, 2015, increase employee contribution to one dollar and eighty-five cents (\$1.85) for every hour worked. Effective January 1, 2016, increase employee contribution to one dollar and ninety cents (\$1.90) for every hour worked.**

25.3 Retirement Savings Plan

The Employer will contribute and remit to the I.A.T.S.E. Local 118 Savings Trust Account one dollar and thirty-five cents (\$1.35) for every hour worked by every Local 118 Member. These amounts will be submitted on an individual basis, and upon submission the Employer's responsibility ceases. These amounts will be deposited to the credit of the individual Employee's account at the VanCity Credit Union. Effective June 19, 2008, this contribution shall be increased to one dollar and forty-five cents (\$1.45). Effective May 1, 2009, this contribution shall be increased to one dollar and fifty-five cents (\$1.55). Effective May 1, 2010, this contribution shall be increased to one dollar and sixty-five

cents (\$1.65). Effective May 1, 2013, increase employer contribution to one dollar and seventy-five cents (\$1.75) for every hour worked. **Effective June 2, 2015, increase the employer contribution to one dollar and eighty-five cents (\$1.85) for every hour worked. Effective January 1, 2016, increase the employer contribution to one dollar and ninety cents (\$1.90) for every hour worked.**

26 SPECIAL CONDITIONS

26.1 Sound Assistant

A sound Operator will be designated as a sound assistant if two or more mixing consoles are used on a production, ie., main mix and monitor mixing boards.

26.2 Minimum Crew for Pop and Rock Shows

For the purposes of this Agreement these shows shall be grouped into five (5) categories called Class A, B, C, D, & E.

Class A: No sound and minimal lighting; no props nor scenery, etc.; minimum house crews, two (2) – Head Carpenter and Head Electrician.

Class B: 30 ft. Truck maximum, no hanging pieces; minimum crew, six (6) – four (4) department heads plus two (2) others.

Class C: 40 ft. Truck, single truss (genie hoist) no hanging pieces; minimum crew, eight (8) – four (4) department heads plus four (4) others.

Class D: Two trusses, 40 ft. Truck and Pup, no hanging pieces; minimum crew, then (10) – four (4) department heads plus six (6) others.

Class E: Same as Class C, plus hanging pieces; add fly Operator and loader – minimum crew, twelve (12) – five (5) department heads including Head Fly Operator or High Rigger if applicable, plus seven (7) others including Fly Grip (to load counterweights) or Ground Rigger if applicable.

Nothing prevents any of these classes from being increased or decreased should special circumstances prevail by mutual agreement between the Employer and the Union representative.

26.3 Car/Truckloaders

- (a) A minimum of four (4) Car/Truckloaders, in addition to the minimum set out in Article 26.2, will be hired where one (1) semi-trailer or more is loaded or unloaded. Two straight trucks of 20 foot in length can be considered the equivalent to a semi, through mutual agreement of the parties, if the loads to be loaded/unloaded are unusually heavy and cumbersome.
- (b) Notwithstanding the above, Car and Truckloaders shall not be required where:
 - (i) such activities occur at the place of presentation of a production; and
 - (ii) the truck deck level and loading deck level are substantially equal; and
 - (iii) the materials unloaded are taken directly to the stage or productions area and can be unloaded without substantial additional lifting, lowering and other handling; and
 - (iv) said activities can be performed by the set-up or strike crew of a production as a normal part of their set-up or strike duties.

26.4 Assistant Fly Operator – the Employer agrees to this classification only under the following conditions which must be taken in their entirety;

- (a) A fly Operator may be designated as a fly assistant if three (3) or more fly Operators shall be employed, and
- (b) Such designations shall be approved by the Technical Director or the Employer's designated representative after consultation with the Steward and/or Business Agent and shall not be unreasonably withheld if justification warrants such hiring. It shall be understood that a common sense and practical attitude shall prevail from both sides.
- (c) In the case of a travelling show which employs a fly Operator then there will not be any need for a fly assistant, provided the road fly Operator is available to work on the fly floor.

26.5 Wardrobe

- (a) In the presentation of professional shows for which the PNE hires employees for dressing, maintaining and quick changing of theatrical costumes, the PNE will employ wardrobe personnel under this Agreement.
- (b) All Wardrobe personnel will be prepared to supply their own basic hand-sewing supplies. Hiring of Wardrobe personnel will not depend on the person's ability to supply equipment such as irons, ironing boards or sewing machines.
- (c) Wardrobe personnel shall not be held responsible for the safekeeping of valuables or other personal belongings of performers.

27 TECHNOLOGICAL CHANGE

27.1 All disputes arising in relation to adjustment to technological change shall be finally and conclusively settled without stoppage of work in accordance with the method provided in Article 20.1 (a) and (b).

28 SAVINGS CLAUSE

28.1 If any portion of this Agreement shall by Provincial, Federal or other law, or by decision of any court be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

29 HARASSMENT

29.1 The Exhibition and the Union recognize the right of Employees to work in an environment that is free from harassment, both during and (where there is a critical link to employment) outside the normal working hours. Achieving this desired environment depends upon mutual respect, cooperation and understanding among fellow workers.

29.2 Harassment is defined as any comment or conduct that is known or ought to be known, to be unwelcome and shall include, but is not limited to:

- (a) Sexual solicitation or advance: inappropriate touching; physical or verbal advance/abuse;
- (b) Threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority after improper conduct is rejected;
- (c) Racial or ethnic comments which attempt to make someone feel less than equal.

29.3 (a) An Employee, or their Union representative, wishing to discuss a concern arising from an alleged harassment shall contact the Director, Human Resources, 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 he/she so desires.

- (b) The Director, Human Resources, or the General Manager when appropriate, shall investigate the complaint and in consultation with the applicable Manager and the Union, and shall take such action as is necessary to resolve the matter. It is understood that the Union may want to conduct its own investigation of the alleged offence. 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.

29.4 If the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Exhibition may take appropriate disciplinary action against the Employee lodging the complaint.

29.5 All complaints and discussions regarding complaints of harassment lodged under this Article shall be treated in the strictest confidence.

30. MILEAGE ALLOWANCE

30.1 Employees required to use their private vehicles in the performance of their employment duties, shall be paid a mileage allowance equal to the Pacific National Exhibition Mileage allowance schedule.

31. SUCCESSORSHIP

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

IN THE WITNESS WHEREOF the Employer and the Union have each caused these presents to be executed or sealed by their officers duly authorized in that behalf as of the day and year first above written.

Signed in the City of Vancouver, BC this _____ day of _____, **2016**

For the Employer

For the Union

SCHEDULE "A"

Wage Rates

	<u>January 1, 2014</u>	<u>January 1, 2015</u>	<u>January 1, 2016</u>
Technical Director	31.45	32.24	32.88
Stage Carpenter/HC	31.45	32.24	32.88
Scenic Carpenter	29.80	30.55	31.16
Stage Electrician/HE	29.80	30.55	31.16
Head Sound/HS	29.80	30.55	31.16
Head Properties/HP	29.80	30.55	31.16
Head Flyperson	29.80	30.55	31.16
Other Dept. Heads (as required)	29.80	30.55	31.16
Head Wardrobe	29.80	30.55	31.16
Projectionist (video/film)	29.80	30.55	31.16
Spot Operator	28.32	29.03	29.61
Assistant Carpenter	27.87	28.57	29.14
Assistant Electrician	27.87	28.57	29.14
Assistant Sound	27.87	28.57	29.14
Assistant Flyperson	27.87	28.57	29.14
Other Assistants (as required)	27.87	28.57	29.14
Ground Rigger	27.87	28.57	29.14
Grip/C/E/P	26.42	27.08	27.62
Dresser AV	26.42	27.08	27.62
Car/Truck Loader	31.45	32.24	32.88
Head Rigger (As of May 1, 2012)	42.49	43.55	44.42
High Rigger/HR	40.46	41.47	42.30
Scenic Artist/Painter Foreperson	43.63	44.72	45.61

LETTER OF UNDERSTANDING #1

BETWEEN:

The Pacific National Exhibition
Hereinafter referred to as The Employer

AND:

The International Alliance of Theatrical Stage Employees, Motion Picture Tehcnicians, Artists
and Allied Crafts of The United States and Canada, Local 118.

Hereinafter referred to as the Union

1. Whereas the Employer and the Union have entered into a Collective Agreement effective January 1st, 2008 which hereinafter is referred to as the Reference Agreement.
2. Whereas the Employer wishes to employ a Technical Director under the terms of the Reference agreement and such additional terms as modified and set forth in this Letter.
3. Provided that its operational requirements permit, the Employer shall offer the Technical Director, twenty three (23) hours of work per week, to be accumulated as follows:
 - (a) Hours paid at straight time represent one (1) hour, hours paid at time and one-half represents one and one half (1-1/2) hours and hours paid at double time represent two (2) hours. The hours that the Technical Director is scheduled to work in any week may be adjusted for the following reasons: sickness, accident, incapacity to perform, and annual vacation. Such adjustments shall be a pro-rated calculation based on the weekly twenty-three (23) hours, or as otherwise mutually agreed. Failure to reach agreement shall be resolved in accordance with the grievance procedure in the Reference Agreement.
 - (b) The Employer shall notify the Technical Director, as far in advance as operationally possible, when its requirements are such that he will not be scheduled to work at least twenty-three (23) hours per week and in such weeks, the Technical Director shall be deemed to be on layoff status with the right of recall, prior to any other Employee being offered additional hours which may become available.
4. Severance Pay under this clause shall apply to the Technical Director and he shall become eligible for severance pay in one (1) of the two (2) following ways:
 - (a) When the Employer deems that the Technical Director's position is eliminated, as a result of downsizing its business, and the incumbent is laid off as a result, he may opt to resign

and take severance pay, provided this opinion is exercised within then (10) business days of the Technical Director being so notified; or

- (b) If there has been significant reduction in the work available, by mutual agreement, between the Exhibition and Technical Director, the Technical Director may opt to resign and take severance pay.
5. Should the Technical Director accept employment with another Employer that takes over all or part of the PNE's activities at the Hastings park site, when the PNE's lease with the City comes to an end, he shall not be eligible to receive severance pay under this section.
 6. The Employer reserves the right to offer severance pay to the Technical Director at any time under this section.
 7. If the Technical Director is laid off and fails to accept a recall or fails to report to work, without sufficient reason, after being recalled, the Technical Director shall not, thereafter, have any right to receive severance pay under this section.
 8. Should the Technical Director receive severance pay under this section, he shall be terminated in all respects. He shall thereafter retain to rights under the Collective Agreement, including loss of seniority with the Exhibition and of any further right of recall except as a casual or temporary employee.
 9. Severance pay under this clause shall be calculated on the Technical Director's applicable straight time hourly rate at the time of his/her termination and shall equal a minimum of two (2) weeks pay (prorated on the basis of the weekly hours worked during the previous twelve (12) months) for up to two (2) years seniority, plus an additional pro-rated week of pay for each additional calendar year of seniority, to a maximum of thirty (30) weeks of pro-rated severance pay. In any event the pro-rated weeks of pay will not be calculated on less than twenty-three hours per week.
 10. Should the Technical Director receive severance pay under this section, he shall not be eligible for an additional severance payout under the Agreement. Any amount payable under this section shall be reduced by any amounts required to be paid to the Employee under the Employment Standards Act, the Labour Relations code, or any successor act(s).
 11. In the event of the absence or unavailability of the Technical Director, a temporary replacement Technical Director shall be hired from Local 118 applicants in consultation with the regular Technical Director.
 12. Should a permanent replacement be required, the Union shall be notified of such vacancy. The selection shall be at the Employer's discretion, firstly from Local 118

members who apply, provided that the selected applicant has the required experience, skill and ability to do the work. When the Employer selects an applicant, who is not a member of Local 118, the experience, skill and ability of such applicant must be significantly greater than those of the Local 118 members who applied.

13. The Technical Director agrees to perform the following duties for the employer:

- (i) Represent the Employer as Technical Director, Head Carpenter, and/or Stage Technician for any performance, of any kind whatsoever, held at the Pacific National Exhibition and falling within the jurisdiction of the Union as determined by the Reference Agreement.
 - (ii) Repair, maintain and/or operate or direct the repair, maintenance and/or operation of: stage lighting, spotlights or other technical equipment as assigned by the Employer.
 - (iii) Facilitate and maintain rigging for lights as required.
- (a) The parties agree that the Technical Director is at liberty to accept work with other employers provided such hours of work do not conflict with the requirements of the Employer. The Employer agrees to provide the Technical Director with a schedule of the Employer’s requirements forthwith which shall be subject to amendments as may be necessary due to “event” changes.
 - (b) The parties agree that the Employer has first priority upon the Technical Director’s time, however, the Employer will cooperate wherever possible to allow the Technical Director to maximize their total hours of work for the Employer and other employers.

Signed in the City of Vancouver, BC this _____ day of _____, **2014**

For the Employer

For the Union

For the Employer

For the Union

LETTER OF UNDERSTANDING #2

BETWEEN:

THE PACIFIC NATIONAL EXHIBITION

(The Employer)

and

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOTION
PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES
AND CANADA, LOCAL 118

(The Union)

Re: Employees working at the Playland site

1. This letter is appended to and forms part of the Collective Agreement between the Parties effective 1994.
2. This Letter amends the Collective Agreement as it applies to those Employees hired by the Employer within the Union's Jurisdiction at the Playland site. Those aspects of the Agreement which are not affected by this Letter shall remain in force and effect. In the event any conflict arises between this letter and the Agreement, the terms of this Letter shall take precedent.
3. (a) When the Employer wishes to hire Employees within the Union's Jurisdiction at the Playland site, it shall first offer such employment in employment priority order. These members may perform any and all duties at the Playland site falling within the nature and scope of the work they have normally and historically performed. The Employer shall develop a representative list of such work and forward same to the Union upon request.

(b) Once employed at the Playland site, the Employees shall remain available for work for the entire operating season, unless they are granted leave of absence by the Employer. Such leave of absence will not be unreasonably withheld.
4. Past practice shall apply with respect to contracting out work within the Union's jurisdiction at the Playland site and the performance of such work by excluded staff. The Employer shall provide the Union with a list of such contracts upon the Union's request.

- 5. The rates of pay which apply to the Employees working within the Playland site shall be those expressed in Schedule “A” of the Agreement.
- 6. The normal work week for Employees within the Union’s jurisdiction at the Playland site shall be seven (7) days per week, inclusive of Sundays at straight time rates. Employees shall be paid at time and one-half (1.5X) their basic rate for all work performed in excess of eight (8) hours per day or forty (40) hours per week, and double time (2X) for all work performed in excess of eleven (11) hours per day or forty-eight (48) hours per week.
- 7. The statutory holidays listed in Article 11.3 are considered normal days of work for Employees within the Union’s jurisdiction at the Playland site, to be worked at straight-time rates.
 - (a) The statutory holidays listed in Article 11.3 are considered normal days of work for Employees within the Union’s jurisdiction at the Playland site, to be worked at straight time rates. Employees who work on the statutory holiday will accrue an equal number of hours paid leave, to a maximum of eight (8) hours for each statutory holiday, such leave to be taken at a time mutually agreed to between the Exhibition and the Employee.
- 8. Article 13.4 of the Agreement does not apply to Employees working within the Union’s jurisdiction at the Playland site.

Signed in the City of Vancouver, BC this _____ day of _____, **2014**

For the Employer

For the Union

For the Employer

For the Union

LETTER OF UNDERSTANDING #3

BETWEEN:

THE PACIFIC NATIONAL EXHIBITION

(The Employer)

and

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOTION PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA, LOCAL 118

(The Union)

“The position formerly referred to as “Floater Position” will now be referred to as “Site Technician” and will be paid at Head Rate as per the collective agreement. Site Technicians will be expected to have a working knowledge of Sound, Lighting and Carpentry”.

Signed in the City of Vancouver, BC this _____ day of _____, 2014

For the Employer

For the Union

For the Employer

For the Union