

COLLECTIVE AGREEMENT

BETWEEN:

NORTHLANDS

(The Edmonton Exhibition Association Limited
hereafter called Northlands)

of the first part

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 30, (hereafter called the Union)
of the second part

WITNESS that this Agreement shall apply to employees coming under the jurisdiction of CUPE LOCAL #30 who occupy classifications appearing in the schedule of wages or any new position falling within the Union's jurisdiction.

This Agreement shall become effective upon December 20, 2009 and shall continue in force and effect up to and including the seventeenth day of December, 2011. If either party wishes to amend this Agreement, written notice is to be served in compliance with the Labour Relations Code 1988 of not less than 60 days and not more than 120 days preceding the expiration date. The Existing Agreement shall remain in force, while the parties bargain collectively until the Union has commenced a strike or the Association has commenced a lockout in accordance with the provisions of the Labour Relations Code. Changes to this Agreement may be made at any time, provided that such changes are properly finalized in writing and executed by the authorized representatives of the parties to this Agreement.

If any of the provisions of the Agreement conflict with the provisions of the Alberta Labour Relations Code, then the provisions of the Alberta Labour Relations Code shall prevail.

TABLE OF CONTENTS

| | |
|--|----|
| 1. Definitions | 4 |
| 2. Managerial Rights | 5 |
| 3. Union Security | 6 |
| 4. Working Conditions | 8 |
| 5. Work Premiums | 10 |
| 6. Remuneration | 13 |
| 7. Employee Benefits | 14 |
| 8. Designated Holidays | 18 |
| 9. Annual Vacation Leave & Leave of Absence | 18 |
| 10. Sickness Benefit Plan | 23 |
| 11. Long Service Pay | 24 |
| 12. Clothing | 24 |
| 13. Jury Duty and Court Witness and Arbitration | 26 |
| 14. Employment Status | 27 |
| 15. Technological Change | 31 |
| 16. Job Security | 32 |
| 17. Respect for Picket Lines | 33 |
| 18. Grievances and Arbitration | 29 |
| 19. Health and Safety | 35 |
| 20. Union-Management Consultation Committee | 35 |
| APPENDIX I - Schedule of Wages | 36 |
| APPENDIX II - Clothing | 40 |
| APPENDIX III - B.A. 21 Day Shift Schedule | 41 |
| APPENDIX III – Building Control Operator Shift Schedule..... | 42 |
| LETTERS OF UNDERSTANDING | 45 |
| Letter #1 - Labourers Working in a Leadhand role | |
| Letter #2 - Labourer II / Equipment Operator | |
| Letter #3 - Special Hours of Work | |
| Letter #4 - Unscheduled Overtime Meal Breaks | |
| Letter #6 - Parking | |
| Letter #7 - Casual Labourer | |
| Letter #8 – Health Care Spending Account | |
| ADDENDUM – Compressed Work Week | 51 |

1. DEFINITIONS

- 1.01 In this Agreement, unless the context otherwise requires;
- 1.01.01 A word used in the masculine gender applies also in the feminine;
- 1.01.02 A word used in the singular may also apply in the plural.
- 1.01.03 Any reference to “Manager” applies to any of Northlands’ Business Units or Department Managers, where applicable.
- 1.01.04 The word “You” and the word “Employee” mean a person employed by Northlands.
- 1.01.05 “Summer Labourer” means a person employed by Northlands between April 1st and October 1st in a calendar year who shall receive the rate of pay in accordance with Appendix I.
- 1.01.06 “Part-time Employee” means an employee who occupies a position which is assigned working hours that are less than the working hours for full time positions.
- 1.01.07 “Temporary Employee” means an employee engaged in temporary employment for a predetermined period of time and working eight (8) hours per day and forty (40) hours per week.
- 1.01.08 “Provisional Employee” means an employee engaged in temporary employment who has completed two hundred and forty-three (243) work days of temporary full time service for Northlands, within a period of three (3) consecutive years, in jobs coming within the jurisdiction of the Union. Such service shall only be recognized if the reason for termination from said service is as a result of being laid off. A break in employment of twelve (12) consecutive months, voluntary resignation or termination shall cancel provisional status.
- 1.01.09 “Permanent Employee” means an employee who has successfully completed the required probationary period of a permanent position, and during this time has become qualified under the provisions of the Group Benefit Plan developed for Northlands employees.
- 1.01.10 “Probationary Employee” means an employee who is serving the required probationary period of a permanent position.

- 1.01.11 "Probationary Period" means the initial three month period of employment for a new employee filling a permanent position.
- 1.01.12 "Trial Period" means a three (3) month trial period of employment for a permanent employee in a position.
- 1.01.13 "Special Leave" means a leave of absence without pay, requested in writing by an employee to cover extenuating circumstances such as personal family matters, educational training, behavioural health matters, extended maternity leave and such other circumstances as may be determined between Northlands and the Union.

2. MANAGERIAL RIGHTS

2.01 The Union recognizes that it is the right of Northlands to exercise the regular and customary functions of management and to direct the working forces of Northlands, subject to the terms of this Agreement.

The question of whether any of these rights are limited by this Agreement may be decided through the grievance procedure.

2.02 Discipline

Northlands will endeavour to apply discipline consistently and fairly. The Union recognizes the right of Northlands to discipline employees for proper cause. An employee may receive a written discipline report, be suspended, discharged or otherwise disciplined for proper cause. The employee shall be notified of such discipline with reasons in writing within five (5) working days of the breach of discipline. An employee receiving discipline may request the presence of an accredited representative of the Union. Suspensions resulting from discipline applied shall be served on regularly scheduled consecutive working days within seven (7) calendar days of issuing of the discipline. Copies of all discipline applied shall be sent to the Union within seven (7) working days of such breach of discipline.

2.03 After twenty-four (24) months, any discipline reports on an employee's file will be destroyed, provided that there have been no further reports issued or disciplinary action taken within the twenty-four (24) month period.

2.04

Regulatory Authorities - Discharge

When required by Canadian Pari-Mutuel and/or Alberta Racing Corporation (or their successors) to discharge a Racing and Gaming employee, Northlands shall advise the Union and employee in writing of the discharge and the particulars. The employee shall not have access to Article 18 of this Agreement. However the employee may appeal to the regulatory Authority, and Northlands shall cooperate with the Employee or Union with the appeal. If the discharge is overturned on appeal, Northlands shall reinstate the employee with no loss of wages, benefits and seniority to their former position.

3.

UNION SECURITY

3.01

Recognition

Northlands recognizes the Union through its accredited officers or representatives as the exclusive bargaining agent for employees covered by this Agreement for the purposes of collective bargaining in respect to wages and conditions of employment.

3.02

No Discrimination

Northlands agrees that there shall be no discrimination, interference, restrictions, or coercion exercised or practiced with respect to any employee, regardless of position, in the matter of hiring, wage rates, training, promotion, upgrading, transfer, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, or by reason of his membership or activity in any Union, providing it does not interfere with the employees' regular and normal duties.

Northlands and the Union recognize that an employee should be able to work free from physical or verbal abuse and will co-operate in the achievement of that objective. Should an employee feel that he/she has suffered harassment, the employee so affected may bring the matter to the attention of the Manager of Human Resources.

3.03

Check-Off of Union Dues

Northlands agrees to deduct from the wages of all Part-time, Temporary, and Permanent employees covered by this Agreement, union dues as shall be decided by the Union. Union dues deductions shall commence with the first pay which such employees may earn and thereafter shall be made from each pay cheque received and all amounts so deducted shall be paid to the union together with a list of employees from whom deductions have been made immediately following the payday from which the deductions were made.

3.04

Shop Stewards and Other Accredited Representatives

Shop Stewards and other accredited representatives of the Union shall be allowed to perform all duties of their positions providing that their Union duties do not interfere with their regular duties for Northlands. If union activities require modification of work assignments, or timelines, it should be mutually discussed and approved. Shop Stewards shall be advised of new employee orientations and given the opportunity to attend to provide information on the Union.

3.05

Union Negotiating Committee

A Union Negotiating Committee shall be elected or appointed and consist of not more than five members of the Union. The Union will advise Northlands of the nominees to the Committee and such members shall be allowed up to four hours leave with pay to meet to formulate the collective bargaining proposals.

3.06

Leave of Absence for Full Time Employment

In the event that an employee becomes a full-time official of the Union, he may be granted leave of absence for the purpose of carrying out the duties of the office, and shall retain his seniority in the employees department as if he had remained in the continuous employment therein. He shall have the right at any time on giving one (1) month's notice to return to his previous position, or to such a position to which he may be promoted by reason of seniority or ability. Such an employee shall make regular contributions to the Pension Fund, and all employee benefits, in the same way as ordinary permanent employees of Northlands, and the Union shall

pay Northlands' portion of such benefits. The basis of this contribution shall be the regular salary paid to him by the Union and due allowances shall be made for the changes in his marital status and number of dependents.

3.07 Union Access to Work Areas

Upon approval of the Manager or his designate, representatives of the Union shall be allowed access to the areas where employees within the scope of this Agreement are working, provided said representatives inform the Manager or his designate of the reason for access and that such access does not interfere with the regular operation of the department or area.

4. WORKING CONDITIONS

4.01 Hours of Work

Employees shall normally work a five (5) day, forty (40) hour work week, with two (2) consecutive days off.

4.01.01 Day Shift

The hours of work for employees engaged in the day shift shall be any nine (9) consecutive hours including a one (1) hour meal period, or any eight and one-half (8 1/2) consecutive hours including a one half (1/2) hour meal period, between the hours of 6:00 a.m. and 6:00 p.m., Monday to Friday.

4.01.02 Afternoon Shift

The hours of work for employees engaged in the afternoon shift, the major portion of which falls between 4:00 p.m. and 12:00 midnight, shall be any eight (8) consecutive hours, including adequate time for a meal period, for five (5) days per week.

4.01.03 Midnight Shift

The hours of work for employees engaged in the midnight shift, the major portion of which falls between 12:00 midnight and 8:00 a.m., shall be any eight (8) consecutive hours, including adequate time for a meal period, for five (5) days per week.

4.01.04

Regular Shift Rotation

Employees who are engaged in shift work with regular changes of shift from day to afternoon, afternoon to midnight, midnight to day, or as the case may be, may be required to work six (6) days in a week in which a change of shift takes place, provided that the hours shall not average more than forty (40) hours per week over a two week period. In this event, he will be allowed an extra day off during the regular shift rotation.

4.01.05

Shift Schedules

All employees shall have their schedule posted 28 days in advance.

4.02

Change of Schedule

Employees may be scheduled so that all days off are not consecutive, providing that employees do not work more than five (5) consecutive days in a seven (7) calendar day period and are given a minimum of seven (7) days notice of the scheduled change, followed by written confirmation.

4.03

Change of Shift

Where patron safety is endangered by deteriorating weather conditions on the grounds, Northlands may reschedule employees with sixteen (16) hours notice given on change of shift. Where horse barns or race track safety is endangered by deteriorating weather conditions on the grounds, Northlands may reschedule Racing and Gaming employees with eight (8) hours notice given on the change of shift. In all other instances seventy-two (72) hours notice must be given on change of shift or the commencement time of a shift, followed by written confirmation. There must be a minimum of eight (8) hours between shifts. The employee must not have worked previously in the calendar day of the first shift worked.

4.04

Rest Periods

All employees shall be allowed a fifteen (15) minute rest period in each four (4) hour period of work.

4.05

Schedule and Shift Penalties

If any of the conditions specified in this article are not fulfilled, the employee will receive overtime pay for the first shift worked.

4.06

Building Attendants

Building Attendants shall be considered shift employees for all shifts worked including the day shift. All applicable shift bonuses and hours of work for shift employees shall apply.

A twenty-one day rotation shift schedule shall be considered regular working hours for Building Attendants, as shown in Appendix III.

5.

WORK PREMIUMS

5.01

Overtime

If Northlands requires employees to work overtime:

- ask employees in their respective jobs who are willing to work overtime
- overtime will be distributed as evenly as possible to all employees in their respective jobs
- it may direct employees to work overtime, if there are not enough employees available
- it will inform employees within a reasonable period of time to work overtime
- if overtime is expected to be one hour or more you will receive a 15 minute rest period at the overtime rate of pay, at the end of your regular shift

5.01.01

Employees occupying positions covered by this Agreement shall be paid for overtime worked according to the regular rates for their respective classifications as follows:

5.01.02

Employees shall receive twice (2x) the regular rate of pay for all work performed outside their regular scheduled hours of work. Employees shall not be required to take time off in lieu of overtime pay, unless requested in writing by the employee to the Manager.

5.01.03

Employees called out for work shall be paid for a minimum of two (2) hours at the overtime rate.

5.01.04 Employees required to work in excess of the regular hours of work, shall be allowed a one half (1/2) hour meal period at regular rates, where the overtime encompasses a four (4) hour period.

Employees required to work on a designated holiday or day off shall be allowed a one-half (1/2) hour meal period at regular rates after four (4) hours of work, if additional work is required.

5.01.05 Overtime

Northlands and the Union agree that an employee must be well rested to perform their work safely.

If you work overtime outside your regular scheduled hours of work on an emergency callout, but not within three (3) hours immediately before your next regular scheduled shift, you will be allowed eight (8) hours off before having to return to work. You will be paid for any regular hours missed because of this clause.

5.02 Rates of Pay for Work on Off Days

Employees required to work on either of their scheduled days off shall receive twice (2x) the regular rate of pay for work performed. The minimum amount paid will be two (2) hours.

5.03 Wages While Acting in Another Position

5.03.01 Upon assuming the duties and responsibilities of a higher position, an employee shall receive the rate of pay of that position.

5.03.02 Labourers operating equipment classified under the Equipment Operator classification shall receive the Operator's rate for the time the employee operates the equipment provided that he operates said equipment for one (1) or more hours in any given shift.

5.04 Rates of Pay for Work on Designated Holidays

Permanent employees shall be entitled to all holidays set out in this Agreement without loss of pay. If an employee is required to work during his regular hours on a holiday, he shall be paid his regular pay and in addition shall be paid at the rate of double time (2x).

5.05

Shift Bonus

5.05.01

Those employees who work a scheduled shift, where one-half or more of the shift falls between the hours of 4:00 p.m. and 8:00 a.m., or who work the day shift on Saturday and Sunday (8:00 a.m. to 4:00 p.m.) will receive a shift differential of \$1.36 per hour effective December 20, 2009 for said shift and a shift differential of \$1.40 per hour effective December 19, 2010 for said shift.

Shift preference shall be determined by seniority, subject only to ability to perform the job required.

5.05.02

All scheduled split shifts shall be paid a bonus of \$1.36 per hour effective December 20, 2009 for said shift and a shift differential of \$1.40 per hour effective December 19, 2010 for said shift.

5.06

Reporting Pay

If an employee works two or more hours in any half day and is then laid off for any reason, he shall be paid for the half day. No payment shall be made if an employee does not report on the job site.

Employees reporting for work shall be paid two (2) hours, in the event work cannot commence, or if less than two (2) hours is completed.

5.07

Standby Service

Standby service may be maintained, as required in the Business Units coming within the scope of this Agreement. Any employee requested in writing, to be available for Standby Service shall be deemed to be on standby. In Business Units where standby service is required, all employees shall be on a standby list and will be required to serve standby service in rotating order.

Employees held on standby shall be provided with a communications device and shall be paid for each hour scheduled. The standby service rate shall be \$3.00/hour, except during designated Holidays as per Clause 8.01 the rate shall be \$6.00/hour.

In addition, when an employee is called out to the work site, he/she should be on site within a one (1) hour timeframe and shall be paid the applicable overtime rate for any work done.

5.08 Leadhand Rate and Designation

A leadhand rate of \$1.71 per hour effective December 20, 2009 and a leadhand rate of \$1.76 per hour effective December 19, 2010 above the regular rate for the position will be paid to anyone designated as leadhand (this includes trades classification).

The designation of leadhand shall be made based upon the required knowledge, qualifications and skills. When two (2) or more employees in a classification are qualified to fulfill the duties of the position, seniority shall be the determining factor.

5.09 Master Proficiency Tradesman

A tradesman, who is qualified with a Master Proficiency and who is required by Northlands to utilize such qualification in the course of his duties, shall be reimbursed \$1.32 per hour effective December 20, 2009 and \$1.36 per hour effective December 19, 2010 higher than the regular rate of pay listed in Appendix 1 of this Agreement for the assigned trades classification.

5.10 Notification of Absence

5.10.01 An employee who is going to be absent from work shall call 471-8191 and advise of the reasons for the absence within one (1) hour of the commencement of his shift.

5.10.02 The time limit will be waived where it can be established that the employee was unable to call 471-8191 for reasons beyond his control or due to extenuating circumstances.

6. REMUNERATION

6.01 Wages

The rate of pay established in Appendix I shall apply during the term of this Agreement.

6.02 Employees shall be paid on or before every second Friday.

Employees being laid-off or terminated shall be paid eighty (80)% of their NET wages as an advance cheque prior to the completion of their last shift. Any outstanding amounts shall be processed with the next regular pay period.

6.03 Any employee who has left the service between December 20, 2009 and the date of the signing of this Agreement shall be entitled to retroactive payment of wages if he applies in writing within forty-five (45) days of the signing of this Agreement. Employees in the service of Northlands, as of the signing of this Agreement will be eligible for a retroactive payment of wages only to December 20, 2009 based on their total gross wages.

6.04 **Out of Schedule Wage Rates**

Should Northlands experience difficulty recruiting employees for trades classifications due to the rates of pay required by the marketplace, Northlands shall have the right to set Out of Schedule Wage rates above the pay rates outlined in Appendix I. The Union will be notified of Out of Schedule classifications, pay rates and changes thereto. All incumbents in classifications identical to those adjusted due to the market will be moved up to the Out of Schedule Wage Rate. Employees receiving Out of Schedule wage rates will be given three (3) month's notice, in writing, of any reduction or cancellation of the Out of Schedule rates and will be returned to their normal rate in accordance with Appendix I.

7. **EMPLOYEE BENEFITS**

7.01 **Benefit Premium**

If the premium paid by Northlands for any employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to employees, as may be mutually agreed between the parties, or shall be passed on to the employees in the form of increased wages or salary rates or as a reduction in the premium rate paid by the employee.

7.02 **Insurance Benefits**

7.02.01 **Life Insurance**

For permanent staff, life insurance coverage is three (3x) times the employee's annual earnings exclusive of overtime earnings, to a maximum of \$300,000.00. Premiums paid by Northlands.

Life insurance is the only benefit that continues past age 65. The benefit amount is reduced by 50% at age 65. Further reduced by 10% of the original amount each year following age 65 to not less than \$25,000.00. At age 75 coverage reduces to \$5,000.00.

Optional life insurance may be purchased for the employee and/or spouse. It is available in units of \$10,000.00 to a maximum of \$250,000.00 per individual. Premium paid by employee.

7.02.02 Accidental Death and Dismemberment

In the event of accidental loss of life, loss of limbs or parts thereof, loss of speech or loss of hearing, payment will be up to three (3x) times a permanent employee's annual earnings, exclusive of overtime earnings, to a maximum of \$300,000.00. Premiums paid by Northlands.

7.02.03 Dependent Life Insurance

In the event of a dependents death, the employee shall receive a cash payment of \$10,000.00 for the spouse, and \$5,000.00 for each dependent child. Premiums shared equally by employee and Northlands.

7.02.04 Weekly Indemnity

In the event that a permanent employee is off under a doctor's care due to illness for eight (8) days or more, or the first day he is injured in a non-industrial accident, he will receive 2/3 of his normal weekly earnings for the length of his illness, or until recovery up to a period of 26 weeks. The maximum non-taxable benefit shall not exceed \$950.00 per week. Premiums paid by employee.

Qualifying Permanent employees to receive 2/3 of normal salary for all weeks of an illness including partial weeks.

7.02.05 Long Term Disability

In the event that a permanent employee is totally disabled, through non-occupational injury, or through major illness, he will receive after a period of 26 weeks, 2/3 of his normal basic monthly earnings to a maximum of \$9,200.00 per month up to the time that he is able to work in some capacity or reaches age 65.

This benefit combines with some disability benefits, to a maximum total earnings of 85% of the predisability monthly income. Canada Pension Disability and Workers' Compensation benefits reduce monthly insurance benefits on a dollar for dollar basis. Premiums paid by employee.

7.02.06

Supplementary Health Care

Under this plan, a permanent employee and his dependents receive up to 100% coverage on certain hospital expenses and 100% on supplementary expenses (crutches, prescriptions, etc.) and other covered benefits. This plan covers out-of-province referrals at 50% to a maximum of \$3,000.00 every 3 calendar years. A maximum of \$75.00 per day for 60 days for accommodations out-of-Canada, with unlimited accommodation coverage within Canada. Employee coverage paid by Northlands. Dependent coverage shared equally by employee and Northlands. Any proposed revisions to the current health care provisions during the term of the Collective Agreement will be brought to the Union for review and ratification prior to implementation.

7.02.07

Dental Health Care

Under this plan, a permanent employee and his dependents receive 100% reimbursement coverage for basic dental care, (fillings, cleanings, extractions, root canals, etc.). 80% reimbursement on supplementary restorative dental care, (crowns, bridges, dentures), to a maximum of \$1,000.00 for the employee and each dependent per year on restorative care. No coverage for fluoride treatments for individuals over 18 years of age. Employee premium coverage paid by Northlands. Dependent premium coverage shared equally by employee and Northlands. If your dentist charges more than the fee guide established by the insurance company, you are responsible for any difference.

A detailed description of the above benefits is available in the "Group Insurance Plan" booklet available through Northlands Human Resources Department.

The above benefits are available the first day following three months of employment in a permanent position.

7.02.08

Benefits for Part time Employees

Northlands will provide reimbursement of Alberta Health Care and Blue Cross premiums at 50% provided the employee has worked an average of 30 hours per week over the immediate preceding six month period. The employee must also have a minimum of six months continuous employment and is under the age of 65. On a bi-yearly basis (June and December), the employee's eligibility for on-going coverage will be reviewed. If the employee does not work an average of 30 hours per week in the preceding six months, this benefit will be terminated immediately. The maximum reimbursement for Blue Cross is \$50.00 per month and \$25.00 per month for Alberta Health Care.

7.03

Pension Plan

In addition to the Canada Pension Plan, permanent employees shall join the Local Authorities Pension Plan provided for by legislation. In the event of a change a mutually agreed upon pension plan will be negotiated between Northlands and the Union.

Provisional employees shall be given the opportunity to join the Local Authorities Pension Plan provided for by legislation. Such opportunity shall require the written request of the employee to join the pension plan.

Northlands and the employees shall make contributions in accordance with provisions of the appropriate plan.

7.04

Alberta Health Care

Northlands agrees to pay one-half (50%) of the Alberta Health Care Insurance Plan premiums for all permanent and provisional employees

7.05

Workers' Compensation

If you are a permanent employee injured at work, you will be paid by the Workers' Compensation Board (WCB) for the first five days of your injury. After five days, you will be paid by Northlands.

You will receive your normal net pay (take home).

Your net pay will be based on your permanent job classification. This will continue until:

- You are able to return to work or,
- You receive a WCB pension or,
- You reach 65 years of age

7.06 Tool Allowance

Where Northlands requires journeyman tradesmen or maintenance repairmen to supply tools, Northlands shall replace such tools that are worn or broken with a tool of equivalent quality and value upon proof of damage.

8. DESIGNATED HOLIDAYS

8.01 The following days shall be recognized as holidays for the purpose of this Agreement.

New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day (July 1), Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other holidays declared by the Municipal, Provincial or Federal Governments.

8.02 If a holiday falls on your regular working day, you will get that day off with pay.

If a holiday falls on your regular day off, you will get the next working day off instead.

If you work on the holiday, you will be paid at 2X your regular rate of pay.

9. ANNUAL VACATION LEAVE AND LEAVE OF ABSENCE

9.01 If you are a permanent employee with continuous employment, your vacation time at regular pay will be based on the following:

| Years of Service | Working Days Vacation | Working Days Earned Per pay period |
|------------------|-----------------------|------------------------------------|
| 0 to 1 | | 0.577 Days |
| 1 to 8 | 15 Days | 0.577 Days |
| 9 to 14 | 20 Days | 0.770 Days |
| 15 to 22 | 25 Days | 0.962 Days |
| 23 & thereafter | 30 Days | 1.150 Days |

In your first year of permanent employment you will earn your vacation time at regular pay at the rate of 0.577 days per pay period.

9.01.01 Temporary and Part-time employees shall be paid their vacation pay each pay period in addition to their regular wages.

9.02 Permanent employees shall accrue vacation, as set out in Clause 9.01, for each pay period as follows:

| Years of Service | Working Days Vacation Per Pay Period |
|-------------------|--------------------------------------|
| Initial Year to 8 | 0.577 Days |
| 9 to 14 | 0.770 Days |
| 15 to 22 | 0.962 Days |
| 23 & thereafter | 1.150 Days |

9.03 Annual Vacation and Leave of Absence

9.03.01 Temporary Service

Your years of service as a temporary employee are added to your years of service as a permanent employee to determine vacation entitlement.

This is how you calculate your years of service as a temporary employee:

Total days worked as a Northlands temporary employee, divide by twenty-two (22), then divide by twelve (12).

Days worked as a temporary employee before a twelve (12) month continuous break in service, will not be used in this calculation.

9.03.02 Leave of Absence

Permanent employees do not accumulate vacation time while they are on leave without pay for thirty (30) consecutive days.

9.03.03 Leave Due to Non-Work related Accident/Illness

If you are a permanent employee who has been absent from work because of sickness and/or personal accident, you will earn vacation leave for the first three (3) months of absence only.

9.03.04 Workers' Compensation Benefits

A permanent employee receiving Worker's Compensation benefits will be entitled to his normal vacation, only in the year during which he returns to duty for a period of over thirty (30) days. It is further provided that any authorized carry-over from the year previous to the accident will be allowed to be carried over thirty (30) days, regardless of whether he has taken his normal vacation entitlement or not during the year of accident or sickness.

9.03.05 General Holiday During Vacation

If a recognized holiday occurs during the period of vacation of an employee, the employee shall be permitted a day in lieu thereof, immediately following the completion of his annual vacation, where mutually agreed to by the employee and the Manager.

9.04 Vacation Entitlement List

A memorandum indicating the vacation entitlements and usage during the previous twelve months will be issued to each employee on March 1st of each year. Any employee who fails to indicate a vacation choice to his immediate supervisor by April 30th will have waived seniority rights

to choose his vacation period. The vacation time schedule for all eligible employees will be completed and posted between May 1st and May 15th of each year. Seniority will be given preference in the preparation of this schedule but will apply to only one vacation period each year. Those employees wishing to take vacation prior to the completion of the above process shall apply directly to the Manager.

Insofar as the efficient operation of Northlands will permit, employees shall have the right to choose the period of vacation according to seniority standing. If in the opinion of the Manager, the period of vacation leave chosen by an employee conflicts or interferes with efficient operation, the Manager will allot the period of leave and give such an employee at least one month's notice thereof where practicable.

An employee shall be entitled to receive the vacation to which he is entitled in any year in an unbroken period unless otherwise mutually agreed upon by the employee concerned and the Manager unless it is provided otherwise in the Agreement.

9.05 Vacation Carry-Over

Once the entitlement statement is issued, employees may request the approval of the Manager to carry over up to eight weeks of accrued vacation entitlement, which may be taken with his regular vacation period.

Prior approval of the Manager is required when scheduling a leave of more than four (4) consecutive weeks. Said leave may consist of or be a combination of vacation days, accumulated sick leave days, banked overtime and/or leave of absence.

9.06 Leave of Absence

Where an employee is granted a leave of absence without pay of more than ten days' duration, and his benefits are to continue throughout his leave, the employee shall make arrangements to pay both the employee and Northlands portion of the applicable employee benefits before the leave of absence commences.

9.07

Bereavement Leave

A permanent or probationary employee shall be granted time off with pay, at the regular rate of pay for the purpose of making arrangements for, or attending, a funeral in accordance with the following:

When death occurs in employee's immediate family - that is, current spouse, parent, grandparent, grandchild, guardian, parent of current spouse, child or ward, brother or sister, brother or sister of current spouse, grandparent of current spouse or related dependent of the employee, on request, shall be excused for three (3) regularly scheduled consecutive working days without loss of pay at his regular rate of pay, provided he attends the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need of the leave. Additional days may be requested if travel requirements necessitate, however, in no event shall the combined leave exceed five (5) consecutive working days.

One-half (1/2) day leave with pay to attend the services of a co-worker, spouse of a co-worker or person related more distantly than those listed above shall be granted upon request. An additional one-half (1/2) day may be requested if travel requirements necessitate. Requests to attend other funerals will be dealt with on an individual basis.

The word "funeral" when used in respect of bereavement shall include the initial memorial service which is held in conjunction with a cremation.

9.08

Birth/Adoption Leave

A permanent or probationary employee, upon request, shall be granted one (1) day off with pay, at the regular rate, for the birth or adoption of a child.

9.09

Banked Overtime

Should an employee choose not to receive overtime payments as specified in Clause 5.01.01 of the Collective Agreement, he shall have the option of receiving overtime pay at regular rates of pay and credit an equal dollar amount to an overtime bank, or credit the total overtime amount to an overtime bank.

An employee may bank the accumulated total of the time equivalent of one hundred and twenty (120) regular hours.

Banked overtime credits shall be used within the calendar year they are accumulated. They may only be used after accumulated vacation accrual or sick leave credits have been used.

Should banked overtime credits remain at the calendar year end, employees shall receive a payout.

10. SICKNESS BENEFIT PLAN

10.01 Annual Paid Sick Leave

Twelve (12) days sick leave per year shall be earned by a permanent employee at the rate of one (1) day per month, once an employee is appointed to permanent staff and remains continuously employed as scheduled by Northlands. Failure to provide proper notification of sick leave on any scheduled work day will cancel paid sick leave entitlements for that day. The employee may request up to one (1) sick leave day per occasion for the purpose of attending to or making arrangements for the care of a member of the family with illness.

In circumstances where hospitalization is required, Northlands shall give consideration to additional paid sick leave. Requests for such consideration will be dealt with on an individual basis.

There will be no sick leave entitlements for part-time, temporary or probationary staff.

10.02 Accumulation of Sick Leave

A permanent employee may accumulate a maximum of five (5) days sick leave per year, to be taken as vacation leave with pay in the calendar year following that in which the entitlement was earned. For each sick day used, the employee shall lose one (1) day of accumulated sick leave.

The employee will be given a cash payout of the full amount of the accumulated entitlement after April 30, if no prior arrangements have been made.

10.03 Provisional employees shall be entitled to sick leave with pay on the basis of one (1) day per month, once an employee has attained such status and remains employed by Northlands. Failure to provide proper notification of sick leave (as per clause 5.10) on any scheduled workday will cancel paid sick leave entitlements for that day. There shall be no accumulation of sick leave by provisional employees for vacation leave or cash payouts.

10.04 **Leave for Dental and Medical Appointments**

A permanent employee who arranges a medical or dental appointment during working hours shall be allowed to meet such an appointment during working hours without loss of pay, provided that he is not absent from work for a period longer than three (3) hours. Such employees shall not be obliged to make up time spent away from work to keep the appointment.

11. **LONG SERVICE PAY**

11.01 You will be paid \$10.00 per month for 10 years of service or more.

You will be paid \$16.00 per month for 20 years of service or more.

11.02 Your long service pay will be paid on November 30th of each year. It is calculated pro rated to the number of weeks of service completed between your date of eligibility and November 30th.

12. **CLOTHING**

12.01 Suitable clothing shall be supplied to employees as specified by the Clothing Appendix (Appendix II) on or before March 31st. Employees working in the view of the general public shall wear the clothing provided and shall be appropriately groomed. Employees shall be responsible for the cleanliness and condition of the clothing provided.

12.02 Clothing issued shall remain the property of Northlands and shall be subject to return upon termination of the employee. If said clothing is not returned, deductions equal to the original purchase value shall be made from the employee's pay cheque. After the initial issue of clothing, employees shall be issued replacement clothing as required. Worn clothing must be returned to the Stores area prior to receiving replacement of such articles.

12.03 Dress Footwear

If you are required to wear dress foot wear with your event uniform, Northlands will subsidize the purchase of suitable safety footwear. You will be reimbursed fifty (50) percent of the cost, up to seventy five dollars (\$75.00). If necessary, additional requests for subsidy will be considered provided the submission is approved and the old footwear is returned.

12.04 Parkas and Insulated Coveralls

Where the conditions of employment require, permanent employees shall be issued a Northlands parka and one pair of insulated coveralls. Employees will subsidize the cost of the parka or coveralls in the amount of fifty (50) percent of the cost. Only one parka and one pair of insulated coveralls will be issued to an employee during a calendar year.

12.05 Safety Footwear

Where conditions of employment require, permanent employees will be required to wear safety footwear, Northlands will subsidize the purchase by an employee of C.S.A. approved safety footwear in the amount of fifty (50) percent of the cost of such footwear or one hundred and fifty dollars (\$150.00), whichever is lesser. The employee may purchase multiple pairs per calendar year to the maximum of one hundred and fifty dollars (\$150.00).

A temporary employee who completes thirty (30) days of continuous employment with Northlands shall be eligible for a safety footwear subsidy in the amount of fifty (50) percent of the cost of such footwear or seventy-five dollars (\$75.00), whichever is the lesser.

12.06

Rubber Boots

Rubber boots will be issued to all permanent and provisional staff. Rubber boots then become the property of the employee. Staff previously issued boots, and who request replacement, must return worn boots prior to receiving a new pair. Temporary staff, where required, may purchase rubber boots from Northlands. Temporary staff will be reimbursed 50% of the cost of boots after 30 days of continuous employment.

12.07

Safety Glasses

Employees who purchase and wear prescription safety glasses will be eligible for a 50% reimbursement to a maximum of \$100 every second year.

Safety eyewear shall be CSA approved lenses and frames, including side shields.

A temporary employee who completes thirty (30) days of continuous employment with Northlands shall be eligible for a Safety eyewear subsidy in the amount of fifty (50) percent of the cost of such eyewear to a maximum of \$100 every second year.

13.

**JURY DUTY AND COURT WITNESS AND
ARBITRATION**

13.01

Northlands shall grant leave of absence to any employee who is subpoenaed to Court or arbitration or who is requested to serve as a Juror or Witness in any court. Such leave of absence shall not constitute a break in seniority or service for the purpose of any benefits contained in this Agreement. Northlands shall pay any such employee the difference between his normal earnings and the payment he received from the Court. The amount received from the Court as payment shall not include traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

14. EMPLOYMENT STATUS

14.01 A probationary employee of Northlands shall be considered permanent after a period of three months probationary service. During such probationary service, all probationary employees shall receive performance evaluations with their immediate supervisor or designate. In the event that the probation is extended, the employee and the Union shall be advised of Northlands' valid reasons in writing. Probationary periods may only be extended to a maximum of six (6) months.

14.01.01 If you hold a full time position for twelve (12) months, and have not been laid off for sixty (60) consecutive calendar days you shall automatically become a permanent employee.

If you are hired to fill a temporary position as result of a permanent employee who is taking a:

- Maternity Leave
- Parental Leave
- Or an extended leave due to illness or injury

You shall not automatically become a permanent employee after twelve (12) months.

The job posting for this temporary position shall include the time frame for the position and that the employee will not automatically obtain permanent status after twelve (12) months.

The Employer shall provide the Union with a copy of this posting, the reasons for the leave, and the employees affected.

In the event that the temporary leave listed above exceeds eighteen (18) months or becomes permanent it must be reposted.

14.01.02 Seniority for a permanent employee shall commence from the date on which the employee last commenced continuous service to become, and has since continued as, a permanent employee for Northlands.

14.01.03 Provisional employees shall accrue seniority during their term of employment to be used for bidding on vacancies.

14.02

Apprentices

Apprentices in any trades classifications shall be governed by this Agreement and the Apprenticeship and Industry Training Act. Their instruction and conditions of their employment shall be in conformity with the provisions of the Act and its regulations.

During the term of apprenticeship, Northlands shall give each apprentice such instruction and practical training in all branches of the trade, within the scope of the activities of Northlands, as are necessary to develop a practical and skilled journeyman.

14.02.01

An apprentice who is scheduled to attend school shall ensure that arrangements are made to pay his portion of the premiums for all benefits until his scheduled return to work.

14.02.02

Upon completion of an apprenticeship, if there is no tradesman position available, an apprentice may be released unless he elects to move to another position, if one is available and he qualifies for the position.

14.02.03

Northlands may terminate the employment of an apprentice who does not show satisfactory progress in his apprenticeship.

14.03.01

Filling of Vacancies

When vacancies are being filled within the jurisdiction of the Union, the required knowledge, qualifications and skills in the job posting shall be primary consideration. When two (2) or more applicants are qualified to fulfill the duties of the position, seniority shall be the determining factor.

When a vacancy occurs or a new position is created, the Employer shall post the position conspicuously at/on each bulletin board at time clocks for a minimum of one week in order that all present employees will have the opportunity to apply in writing. Job postings shall contain a description of the position functions, the required knowledge, skills and qualifications for the position, hours of work, and the wage rate for the position. All employees shall be allowed a training period of eighty (80) hours to qualify on equipment.

Northlands shall have the right to fill vacancies which result from reversions or termination of employment during normal probationary periods or trial periods from among the original applicants without posting such vacancies.

14.03.02 Temporary Vacancies

Any temporary positions that are anticipated to be more than 30 days shall be posted immediately.

All employees can apply for posted temporary positions. If you are a permanent employee, you may apply for any posted temporary position(s), but you must notify your Manager that you are doing so. At the end of the temporary posting you shall return to your former position as outlined in Appendix 1. You may not get the temporary position if your transfer causes operational problems.

14.04 New Positions

In the event that Northlands creates a new job within the scope of this Agreement, the rate of wages and working conditions of such new job shall be negotiated by Northlands and CUPE Local 30. If negotiations are not completed before advertising the position, the posting shall state the position is under review. Any increase to the rate of wages shall be retroactive to the date of appointment.

14.05 Lay-Off Notice

14.05.01 If permanent employees are to be laid off, seniority shall apply within specific job classifications.

14.05.02 Northlands agrees to give layoff notice to all permanent employees, as follows:

- (a) one week, if the employee has been employed by the employer for more than 3 months but less than 2 years,
- (b) 2 weeks, if the employee has been employed by the employer for 2 years or more but less than 4 years,
- (c) 4 weeks, if the employee has been employed by the employer for 4 years or more but less than 6 years,

- (d) 5 weeks, if the employee has been employed by the employer for 6 years or more but less than 8 years,
- (e) 6 weeks, if the employee has been employed by the employer for 8 years or more but less than 10 years, or
- (f) 8 weeks, if the employee has been employed by the employer for 10 years or more.

Northlands agrees to provide written lay-off notice of five (5) calendar days to all temporary and provisional employees who have been employed continuously for more than thirty (30) calendar days.

14.05.03

In the event that permanent staff are to be reduced in specific classifications, the employee last appointed to the classification shall be the first laid off.

Permanent employees will be given the opportunity to fill posted vacancies within the jurisdiction of the union provided they have the required seniority, knowledge, qualifications and skills to perform the duties and functions of the position. Permanent employees will also be given preference over temporary employees in order to maintain continued employment with Northlands.

In the event that reduction of permanent staff is required, permanent employees may revert to a permanent position formerly held. If the permanent staff in any classification is increased, employees formerly belonging to the classification who have been reverted or laid off shall be re-engaged according to previous seniority standing and date of lay off or reversion.

14.06

Severance Pay

In the event that Northlands is required to lay off employees, permanent employees shall receive five (5) days pay for each year of service on severance.

14.07

Loss of Seniority

An employee shall lose seniority by reason of:

14.07.01

Dismissal for proper cause.

14.07.02

Voluntary resignation.

14.07.03 Continuous lay-off for a period of one (1) calendar year.
Failure to report to work within five (5) working days after being notified in writing at his last known address to report for duty following a lay-off, unless the employee can provide satisfactory reason in writing for such failure to report to duty within the prescribed time.

15. TECHNOLOGICAL CHANGE

15.01 Employer Shall Notify the Union of Proposed Changes

Sixty (60) days before the introduction of any technological changes or methods of operation which affect employment, wage rates or work loads Northlands shall by written notice notify the Union of proposed changes. Any change shall be made only after the Union and the Employer have reached an agreement on such changes through collective bargaining. If Northlands and the Union fail to agree on the results of the changes, the matter shall be referred to Mediation Services.

15.02 No Employee to be Dismissed by Changes

No employee shall be dismissed by Northlands because of technological changes. Any employee who is displaced from his job by virtue of technological change or improvements will be given the opportunity to fill other vacancies according to seniority.

15.03 Training for Displaced Employees

In the event that Northlands should introduce new methods or machines which require new or greater skills than are possessed by employees under the present methods of operations such employees shall at the expense of Northlands, be given a minimum period not to exceed one (1) year during which he may perfect or acquire the skills necessitated by the new methods of operation. Skills beyond the scope of "on the job training" with Northlands' facilities shall have mutual consent of both parties. There shall be no change in salary during the training period of any employee and no reduction in pay upon being reclassified in the new position.

15.04

No New Employees

No additional employees shall be hired by Northlands until the employees already working have been notified of the proposed technological changes and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

16.

JOB SECURITY

16.01

In order to provide job security for the members of the Bargaining Unit and for the employer to maintain and improve the present high standard of service to its patrons, the employer agrees that all work or services presently performed shall not be sub-contracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company or non unit employee. Excepting where the very nature of Northlands may require contractors or sub-contractors be employed on a periodic basis to accommodate the short-term needs of Northlands' clients.

16.02

All contractors engaged in building new facilities or renovating present buildings shall provide conditions of employment at least equal to those in effect in this Agreement.

Northlands shall not be precluded from engaging contractors for other services provided no Permanent or Provisional employees are displaced because of such engagement.

16.03

The establishment and maintenance of classifications and job descriptions shall be the responsibility of Northlands and the Union. Northlands and the Union shall develop classifications and job descriptions for all positions within the jurisdiction of the Union.

16.03.01

Job descriptions as developed between Northlands and the Union shall form and become part of the Agreement.

16.04

Duty to Accommodate and Modified Work

Under the Alberta Human Rights, Citizenship and Multiculturalism Act, Northlands, the Union and the employee share a responsibility in seeking reasonable accommodation and/or placement of an injured or disabled employee who is declared medically fit to work.

A Modified Work program may be implemented following a period of disability during which the employee was in receipt of Workers' Compensation, Weekly Indemnity or Long-term Disability benefits, or as an early intervention that would allow the employee to remain in the workplace. It is understood that modified duties shall be meaningful, and that placement may or may not fall within the jurisdictional scope.

17. RESPECT FOR PICKET LINES

17.01 During an industrial dispute, where employees engage in strike action and maintain picket lines at their employer's place of business, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross a picket line in an industrial dispute shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. However, this clause shall not apply in cases of fires, flood, illegal strikes or natural catastrophes.

18. GRIEVANCES AND ARBITRATION

18.01 If you or an accredited representative from the Union have a concern relating to the collective agreement, you and a shop steward shall meet with your immediate supervisor within five (5) working days to discuss the concern.

The supervisor shall reply in writing within five (5) working days of the meeting, if the concern is not resolved. Copies will be sent to Human Resources, your Business Unit Manager and the Union.

You shall take the matter up with the Union within ten (10) working days of the meeting, if the concern is not resolved.

18.02 The Union, upon receiving the written decision will investigate. If your concern is a justified grievance, the Union will outline the grievance in writing and schedule a meeting with your Business Unit Manager within seven (7) days.

The meeting shall take place within five (5) working days of the request being made to your Business Unit Manager.

After the meeting, a written decision shall be given to the Union within five (5) working days. If necessary, further meetings may be arranged with your Business Unit Manager within this five (5) day period. This may extend the decision date.

18.03 The Union shall schedule a meeting with the General Manager within seven (7) days of receiving a written decision, if the grievance has not been resolved.

The meeting shall take place within five (5) working days of the request being made to the General Manager.

After the meeting, a written decision shall be given to the Union within five (5) working days.

18.04 The Union shall have the right to proceed with the grievance under the Labour Relations Code within thirty (30) calendar days of receiving the written decision, if the grievance has not been resolved.

18.05 Policy Grievance

A "Policy Grievance" is a difference between the Union and Northlands concerning the interpretation, application, operation or alleged violation of the Collective Agreement.

Where a difference involves a question of general application which is not an individual grievance, the Union may initiate a grievance at 18.02.

18.06 Group Grievance

In this article, if a grievance directly affects two (2) or more Employees, it may be identified as a "Group Grievance" and shall be processed in the same manner as an individual grievance or as mutually agreed by the Union and Management. A "Group Grievance" shall list all Employees affected by the grievance.

18.07 Time Limits

- a) If the Employee and/or Union fails to process the grievance within the time limits specified, he/she shall be deemed to have abandoned his/her grievance.
- b) If the Employer fails to process the grievance within the time limits specified, the Employee and/or Union shall be deemed to have won the grievance.

c) The time limits may be extended by mutual agreement in writing.

18.08 In this article, working days shall be consecutive days except Saturdays, Sundays, and holidays recognized by Northlands.

19. HEALTH AND SAFETY

19.01 Health and Safety Committee

The Health and Safety Committee, composed of an equal number of representatives from Northlands and the Union membership, shall meet on a monthly basis, and minutes shall be taken. Copies of these minutes are to be posted, as well as sent to the Union office.

19.02 Northlands and the Union shall cooperate in continuing and perfecting regulations which will provide adequate protection to employees of Northlands engaged in hazardous work.

19.03 No employee shall operate any tool, appliance, or equipment that will cause to exist imminent danger to the health and safety of that employee or another employee present at the work site.

19.04 Employees are encouraged to report any unsafe conditions to their supervisors. If the unsafe condition is not corrected, then the employee should bring the unsafe condition to the attention of the Union.

20. UNION - MANAGEMENT CONSULTATION COMMITTEE

The Union - Management Consultation Committee shall meet for the purposes of promoting better communications, mutual respect, understanding and confidence between management and labour and to maintain a harmonious relation between them; to discuss ways of improving work methods and conditions of work; staff development and new work procedures and policies; to receive details of proposed operational changes whenever possible, and other matters as agreed to mutually by the Committee.

APPENDIX I - SCHEDULE OF WAGES

| | Dec 20/09 to Dec 18/10 | Dec 19/10 to Dec 17/11 |
|---|---------------------------|---------------------------|
| Summer Labourer | 17.88 | 18.42 |
| Race Replay Operator | 18.51 | 19.07 |
| Labourer I (Start) | 18.79 | 19.35 |
| A/V Operator I | 20.78 | 21.40 |
| Labourer I (After 720 hours) | 21.71 | 22.36 |
| A/V Operator II | 22.51 | 23.19 |
| Labourer I (After 1440 hours) | 24.03 | 24.75 |
| Assistant Storekeeper | 25.39 | 26.15 |
| Labourer II | 25.39 | 26.15 |
| Building Attendant (1st year) | 25.39 | 26.15 |
| Audio Visual Assistant | 25.95 | 26.73 |
| A/V Operator III | 25.95 | 26.73 |
| Sign Shop Worker | 25.95 | 26.73 |
| Building Attendant I (2nd year) | 25.95 | 26.73 |
| Building Attendant II | 27.15 | 27.96 |
| Maintenance Repairman | 27.15 | 27.96 |
| Equipment Operator (Note 1) | 27.15 | 27.96 |
| Sign Shop Worker II | 27.80 | 28.63 |
| Storekeeper | 28.58 | 29.44 |
| Labourer III | 29.00 | 29.87 |
| Maintenance Repairman II | 29.00 | 29.87 |
| Equipment Foreman | 29.00 | 29.87 |
| Building Attendant III | 29.00 | 29.87 |
| Building Control Operator (start) | 29.76 | 30.65 |
| Building Control Operator (After 6 months) | 30.56 | 31.48 |
| Gardener II | 31.61 | 32.56 |
| Journeyman Carpenter | 32.16 | 33.12 |
| Journeyman Painter | 32.16 | 33.12 |
| Journeyman Mechanic | 32.72 | 33.70 |

| | Dec 20/09 to Dec 18/10 | Dec 19/10 to Dec 17/11 |
|---|---------------------------|---------------------------|
| Electronic Maintenance Technician | 32.85 | 33.84 |
| Carpenter II | 34.09 | 35.11 |
| Painter II | 34.09 | 35.11 |
| Journeyman Welder | 34.38 | 35.41 |
| Plumber | 34.38 | 35.41 |
| Millwright | 34.38 | 35.41 |
| Heavy Duty Mechanic | 34.38 | 35.41 |
| Mechanic II | 34.66 | 35.70 |
| Electronic Maintenance Technician II | 34.78 | 35.82 |
| Heavy Duty Mechanic II | 36.09 | 37.17 |
| Millwright II | 36.32 | 37.41 |
| Electrician | 36.58 | 37.68 |
| Instrument Mechanic | 36.58 | 37.68 |
| Refrigeration Mechanic | 36.58 | 37.68 |
| Plumber II | 37.77 | 38.90 |
| Refrigeration Mechanic II | 38.49 | 39.64 |
| Electrician II | 39.94 | 41.14 |

APPENDIX I CONTINUED

NOTE 1: Equipment operated in this classification include:

Dump Trucks
Water Trucks
Tractors
Forklifts
Rubber Tire Loader
Tractor Sweeper
Horse Ambulance
Snowblower
Grader
Sanding Truck
Bobcats

5th Wheel Truck while pulling trailer

Bucket Trucks (platform height over 30 feet) person working in the bucket

And any other piece of equipment bought or used on a rental basis falling within this classification.

NOTE 2: Apprentices will receive:

| TYPE OF APPRENTICESHIP | PERIOD | % OF JOURNEYMAN RATE |
|------------------------|-----------------|----------------------|
| Painter | 1 st | 60 |
| | 2 nd | 75 |
| | 3 rd | 90 |
| Carpenter | 1 st | 60 |
| | 2 nd | 70 |
| | 3 rd | 80 |
| | 4 th | 90 |
| Heavy Duty Mechanic | 1 st | 60 |
| Millwright | 2 nd | 70 |
| Plumber | 3 rd | 80 |
| | 4 th | 90 |
| Refrigeration Mechanic | 1 st | 60 |
| | 2 nd | 70 |
| Electrician | 3 rd | 80 |
| | 4 th | 90 |

NOTE 3: Casual tradesmen or technicians are to be paid in accordance with Appendix I.

APPENDIX II

CLOTHING APPENDIX

CLASSIFICATION

Labourers
Gardener

CLOTHING

2 pairs of Coveralls
Leather or rubber gloves & mitts as required

Storekeepers
Maintenance Engineers
Electricians
Electronic Maintenance Technicians
Instrument Mechanics
Refrigeration Technicians
Building Control Operators
Building Attendants
Equipment Operators
Equipment Foreman

2 pairs of Coveralls
Leather Gloves as required

Millwrights
Plumbers
Painters
Sign Shop Workers
Maintenance Repairmen
Refrigeration Mechanics

3 pairs of coveralls
Leather Gloves as required

Carpenters

2 pair coveralls, carpenters belt, brace (if necessary) OR 2 pair carpenter bib coveralls (if available)
Leather gloves as required

Mechanics
Welders

3 pair all cotton fire and/or acid resistant coveralls
Leather Gloves as required

ALL CLASSIFICATIONS RECEIVE PERSONAL PROTECTION EQUIPMENT AS REQUIRED.

APPENDIX III
BUILDING ATTENDANT ROTATION SCHEDULE

| DAY: | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S |
|-------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ROTATION 1: | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ |
| ROTATION 2: | X | X | O | ↓ | ↓ | ↓ | O | O | X | X | X | X | O | X | X | X | ↓ | ↓ | ↓ | ↓ | O |
| ROTATION 3: | O | X | X | X | O | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ |

| LEGEND | |
|---------------------|--------------------------|
| X - DAYSHIFT: | 8:00 a.m. to 4:00 p.m. |
| - - NIGHTSHIFT: | 4:00 p.m. to 12 Midnight |
| M - MIDNIGHT SHIFT: | 12:01 a.m. to 8:00 a.m. |
| O - DAY OFF | |

BUILDING AUTOMATION ROTATION SCHEDULE

| | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | D | D | D | | | D | D | N | N | | D | D | | N | N | | N | N | | N | N | | D | D | | N | N |
| 2 | | N | N | N | | | N | N | | | | D | D | N | | | D | D | D | | | | D | D | D | | | D |
| 3 | N | N | | | | N | N | | | D | D | D | D | | | D | D | | | | | D | D | | | D | | |
| 4 | D | D | | | | D | D | | N | N | N | | N | | | N | N | | | N | N | | | D | D | D | | |
| 5 | | | D | D | D | D | D | | D | D | D | | D | D | | D | D | N | N | | | | N | N | N | | | N |
| | | | | | | | | | | | | | | 3 | | | | | | | | | | | | | | 4 |
| | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| 1 | | | D | D | D | | | | D | D | D | | | D | D | | | | D | D | | | N | N | | | | N |
| 2 | D | D | | | | D | D | | N | N | N | | | N | N | | | | | N | N | | | D | D | D | | |
| 3 | | N | N | N | | | N | N | | | | N | N | | | N | N | | D | D | D | | D | D | D | | | D |
| 4 | | D | D | D | | | D | D | | | | D | D | | | D | D | N | N | | | | N | N | | | | N |
| 5 | N | N | | | | N | N | | | D | D | D | D | | | D | D | D | D | | | | D | D | D | | | D |
| | | | | | | | | | | | | | | 5 | | | | | | | | | | | | | | |
| | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| 1 | N | N | | | | N | N | | | D | D | D | D | | | D | D | | | | | | | | | | | |
| 2 | | D | D | D | | | D | D | | | | D | D | | | D | D | | | | | | | | | | | |
| 3 | D | D | | | | D | D | | N | N | N | | | N | | | | | | | | | | | | | | |
| 4 | | | D | D | D | | | | D | D | D | | | D | D | | | | | | | | | | | | | |
| 5 | N | N | N | | | | N | N | | | | N | N | | | N | N | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

LEGEND:

D = DAYS

N = NIGHTS

Signed this 30th day of June A.D., 2010

NORTHLANDS

CUPE, LOCAL #30

Ken Knowles

Terry Jardine

Opal Blackstock

Richard Colwell

Julie Wong

WITNESS

NORTHLANDS
(hereinafter called Northlands)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30
(hereinafter called the Union)

THE FOLLOWING LETTERS OF UNDERSTANDING TO THE 2010-2011 COLLECTIVE AGREEMENT ARE INDIVIDUAL LETTERS BUT ARE GROUPED TOGETHER FOR SIGNING PURPOSES ONLY.

Letter #1 - Labourers Working in a Leadhand role

Letter #2 - Labourer II / Equipment Operator

Letter #3 - Special Hours of Work

Letter #4 - Unscheduled Overtime Meal Break

Letter #6 - Parking

Letter #7 - Casual Labourer

Letter #8 – Health Care Spending Account

Signed this 30th day of June A.D., 2010.

NORTHLANDS

CUPE, LOCAL #30

Ken Knowles

Terry Jardine

Opal Blackstock

Richard Colwell

Julie Wong

WITNESS

LETTERS OF UNDERSTANDING

between

NORTHLANDS

(hereinafter called Northlands)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30

(hereinafter called the Union)

Labourers Working in a Leadhand role

Northlands and the Union agree that for the duration of the current agreement, in instances where a labourer working in a leadhand role must also operate equipment that employee shall be rated up from a labourer, to an equipment operator, plus leadhand differential.

Northlands will monitor the frequency of this rate up with the concern that a leadhand may not be able to provide supervision to staff if operating equipment for an extended length of time.

As such if either party experiences difficulty with the modification, the parties will meet and attempt to resolve the difficulties. If unsuccessful, then with justification, it may be cancelled by either party with the provision of a two week written notice. In the event that such a notice is provided the Letter of Understanding shall be cancelled.

Labourer II / Equipment Operator

Northlands and the Union agree that for the duration of the current agreement they will implement the following provisions to recognize the dual skills of Labourer IIs who have priority for rate up provisions to an Equipment Operator position.

NORTHLANDS has made three (3) dual Labourer II/Equipment Operator positions available. These individuals have been assigned to the dual classification, for the duration of this Letter of Understanding. Should NORTHLANDS confirm a need for additional positions during the term of this Letter of Understanding, the positions will be posted and filled in accordance to clause 14.03.

Individuals who have been in the dual position Labourer II/ Equipment Operator will be the first assigned to schedules where operation of equipment is anticipated. This may necessitate schedule changes, however these changes will be made in accordance with Section 4 of the Collective Agreement.

This Letter of Understanding does not provide for exclusive rights to the operation of equipment. There will be instances where equipment operation is unanticipated or where the scheduling of individuals with dual classifications will create an overtime situation. In those instances, other individuals will be provided the rate up opportunity.

The parties agree to monitor the frequency of the reimbursement and to meet to resolve any difficulties.

Special Hours of Work

Northlands and the Union agree that for the duration of the current agreement they may implement special hours of work.

It is agreed that the hours of work may vary from the shift schedule to accommodate only the specified activities listed herein:

- Capital EX
- Farmfair International
- Canadian Finals Rodeo
- High voltage facility maintenance
- Installation and removal of ice.

It is also agreed that where feasible a compressed workweek may be a component of the special hours of work.

Special hours of work scheduling shall be discussed with the Union prior to implementation.

Unscheduled Overtime Meal Break

The Union and Northlands agree that management will make provisions to pay for meals when unscheduled overtime is anticipated to be four hours or more. In those instances, the first response will be a provision of a \$10.00 food voucher for venues on Northlands grounds. Should no food venues be open, Northlands will reimburse up to \$10.00 if food till receipts are submitted to Management with date and time stamped.

Unscheduled Overtime shall be defined as when the employee is notified of overtime work after the employee has started their shift.

Parking

A limited number of parking spaces will be made available for employees within the bargaining unit. Allocation of the spaces will be based on jurisdictional seniority for the employee's personal use during their regular hours of work.

Currently there are nine (9) spaces available at the Maintenance Shop and thirty three (33) spaces available at the Acme Shop. These spaces will be available as long as operational conditions permit and may be revoked with two (2) weeks written notice. Such notice will be in the form of a letter to CUPE with copies posted at timeclocks in both buildings.

Casual Labourer

Definition:

A Casual Labourer means a person employed as a casual employee working a minimum of three (3) hours per shift who shall receive the rate of pay outlined in accordance with this Letter of Understanding.

Rate Schedule

| | Dec 20/09 to Dec 18/10 | Dec 19/10 to Dec 17/11 | |
|---------------------|------------------------------|------------------------------|---|
| Casual Labourer I | \$17.32 | \$17.84 | Start (Initial 720 hours) |
| Casual Labourer II | \$18.04 | \$18.58 | Next 720 hours (1440 hours) |
| Casual Labourer III | \$18.79 | \$19.35 | Next 504 Hours (1944 hours) |
| Casual Labourer IV | \$20.27 | \$20.88 | Thereafter |
| Casual Labourer V | \$24.03 | \$24.75 | Employees who have previously attained Provisional Status |

It is understood that this classification will receive all rate ups provided for in the Collective Agreement. Limited operation of equipment is described in the job description for Casual Labourer.

This classification will accumulate hours unless there is a break of employment exceeding three (3) months, voluntary resignation or discharge for cause (termination). Hours accumulated are for the exclusive purpose of progressing through the Casual Labourer rate schedule. These hours shall not contribute to seniority. Upon attaining status as Casual Labourer IV, and submitting proof of insurance coverage, the employee will be eligible for 50% reimbursement of Alberta Health Care and Blue Cross premiums for any month where they work forty (40) hours or more provided the employee is not subsidized by another employer.

Casual Labourers are eligible for safety footwear subsidy upon completion of 240 hours in a calendar year. The required hours must be worked in each calendar year to qualify for a subsequent subsidy. Reimbursement shall be in the amount of fifty (50) percent of the cost of such footwear or seventy five (\$75.00), whichever is the lesser.

Individuals who have previously attained Provisional status will receive the Casual Labourer V rate of pay but are only eligible for the provisions contained in Letter #7. Clause 14.01 in the main agreement is not applicable for the purpose of this letter.

Northlands agrees to meet with the Union quarterly to review this letter and determine what if any, complexities or problems exist.

If problems continue to exist and cannot be resolved, this letter may be cancelled by either party with the provision of two (2) weeks written notice. In the event that such notice is provided, this letter shall be cancelled.

Letter of Understanding – Health Care Spending Account

Northlands agrees to develop and implement a Health Care Spending Account effective January 1, 2007. Each eligible permanent full-time employee will be provided with a Health Care Spending Account in the amount of \$250.00 commencing the first pay period of each year.

To be eligible for the \$250.00, employees must be permanent full-time and must have completed the 90 day waiting period for benefits and be actively at work during the first month of each year. Actively at work means those employees who are physically at work for all or a portion of the first month of the year. If the employee is not physically at work in January, but returns to work prior to July 1, they will be eligible for Health Care Spending benefits effective July 1 in the amount of \$125.00.

Permanent full-time employees who complete the 90 day waiting period for benefits after January 1 in each year but before July 1 that same year will be provided with a Health Care Spending Account of \$125.00 providing that they are physically at work for all or a portion of July.

To qualify for reimbursement from the Health Care Spending Account, the expense must be (i) a qualifying medical expense under the Income Tax Act (Canada); (ii) incurred after the date the Health Care Spending Account credits (dollars) have been assigned to the eligible permanent employee's account; and (iii) all other sources of reimbursement must have been accessed first.

Expenses may be submitted on behalf of eligible dependents as listed in the Extended Health Plan carrier agreement (currently Great West Life). All expenses incurred during the Policy Year must be submitted no later than April 30th following the end of the Policy Year. At the end of the Policy Year, unused Health Care Spending Account credits (dollars) may be carried forward to the next Policy Year. Carried forward credits must be used within the Policy Year in which they were carried forward to avoid forfeiture. For the purposes of the administration of the Health Care Spending Account the phrase "Policy Year" refers to January 1 – December 31 of the same year. For instance, the 2007 Policy Year begins January 1, 2007 and ends December 31, 2007.

All provisions of the plan will comply with Canada Revenue Agency's requirements for Health Care Spending Accounts, and the employee is responsible for any tax consequences of this plan.

ADDENDUM TO THE 2010-2011 COLLECTIVE AGREEMENT

between

NORTHLANDS
(hereafter called Northlands)

of the first part

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 30
(hereafter called the Union)

of the second part

COMPRESSED WORK WEEK ADDENDUM

Building Control Operator

The following provisions shall apply to Building Control Operator employees in the Trade Services area. Unless otherwise specified, clauses contained in the Main Agreement shall continue to apply. Clauses in this Addendum which have the same numerical designation as clauses in the Main Agreement shall supersede those clauses of the Main Agreement. Where conflict or differences exist between the clauses contained in the main portion of the collective agreement, the specified provisions contained in this Addendum shall prevail in respect to Building Control Operator employees.

4. WORKING CONDITIONS

4.01 Hours of Work

Employees engaged in the compressed work week shall work a shift of ten (10) hours per day. The scheduled hours of work for such employees shall average forty (40) hours per week over a five (5) week shift cycle. Shift trades that result in an employee working two (2) consecutive shifts will not be permitted.

4.01.01 Day Shift

The hours of work for employees engaged in the day shift shall be any ten (10) consecutive hours, including adequate time for a meal period, between 06:00 and 16:00 hours (6:00 a.m. and 4:00 p.m.) in accordance with the shift schedule. Changes in the hours of work for the day shift shall not constitute a change of shift provided

that such hours of work are consistent with the preceding provisions set forth in this clause (4.01.01) and provided that not less than seventy-two (72) hours' notice is given to the employee.

4.01.02 Afternoon Shift

The hours of work for those employees engaged in the afternoon shift, shall be ten (10) consecutive hours, including adequate time for a meal period, between 16:00 and 02:00 (4:00 p.m. and 2:00 a.m.).

4.01.03 Midnight Shift

Not applicable for the purposes of this addendum.

4.01.04 Employees who are engaged in work required to be done each and every day of the week and who work in relays with regular changes of shift from day to afternoon and afternoon to day, or as the case may be, shall work ten (10) consecutive hours including adequate time for a meal period per shift.

4.05 Rest Periods

Employees shall be permitted a twenty (20) minute rest period midway during the first and second five (5) hour period of their shift.

5. WORK PREMIUMS

5.01 Overtime Work

Where an employee works hours which exceed an average of forty (40) hours per week over one complete shift cycle, he shall be paid such excess hours in accordance with the overtime premium specified in 5.01.02.

5.04 Statutory Holidays

5.04.01 A days' pay for a statutory holiday or a day off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of eight (8) hours' work.

SUPPLEMENTATION OF COMPENSATION AWARD

An employee who receives supplementation payments because of a compensable injury shall receive his bi-weekly salary according to the schedule he would have worked had he not been injured.

PROVISIONS FOR REVERSION FROM COMPRESSED WORK WEEK

Either of the parties to this Addendum may discontinue the compressed work week by providing two (2) month's written notice to the other party of their intention to do so.

The parties agree to waive all penalty and premium provisions of the Collective Agreement that may be applicable as a result of the discontinuance of the ten (10) hour shift schedule. Therefore, no employee will be entitled to overtime and/or premium payments due to the transition from a ten (10) hour per shift schedule to an eight (8) hour per shift schedule.

Signed this 30th day of June A.D., 2010

NORTHLANDS

CUPE, LOCAL #30

Ken Knowles

Terry Jardine

Opal Blackstock

Richard Colwell

Julie Wong

WITNESS