

COLLECTIVE AGREEMENT

BETWEEN

LEVY SHOW SERVICE INC.

(Hereinafter referred to as the “Employer”)

AND

UNIFOR LOCAL 1928

(Hereinafter referred to as the “Union”)



January 1, 2023 – December 31, 2026

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JURISDICTION

UNIFOR Local 1928 has the jurisdiction for the layout, fabrication, assembly, erection, and dismantling of all displays made of wood, metal, plastic, composition board, or substitute material, and the covering of the same with any type of material; the crating, uncrating, and handling of same; the erection, dismantling of all sign work, lettering, show card writing, and graphics normally associated with this industry.

Local 1928 also has the jurisdiction for the erection, clean-up, touch-up, dismantling, repair, and building of all exhibits in British Columbia. These same exhibits can go from floor to ceiling, and include headers, floor covering of all kinds; aisle covering, hanging of decorative material from the ceiling, hanging of all types of signs, layout of show floors, scale model making, hanging or mounting of all electrical fixtures and changing lights as long as they are part of the exhibit and not just rented for the immediate show, draping of tables, risers, skids, and all types of backwall, handling and delivery of show furniture, uncrating of exhibits and small machinery, loading, unloading and delivery of display contractors materials, loading, unloading, and moving of exhibitors display materials.

When the Employer actually performs the function of;

- (a) Loading, or
- (b) Unloading, or
- (c) Moving

of Exhibitors display materials, the Employer will use Local 1928 Employees to perform the required function so long as loading, unloading, and moving exhibitors display materials is part of the jurisdiction clause. This clause does not apply when the Employer is required to use persons other than Local 1928 Employees to perform work.

The above shall apply to other component parts for display and other show purposes, such as turntables, identification towers, stage structures, electrical, and lighting fixtures as within the confines of the Electrical Code of British Columbia and the licenses of the signatory companies.

A display shall be construed as any physical, dimensional or extra dimensional exhibit, or medium of advertising open to private or public showing.

All of the above shall apply for any trade show, industry product show, trade fair exposition, manufacture show, festivals, museums, conventions, fairs, or any other display or advertising show in the Province of British Columbia.

ARTICLE 1 –PURPOSE

1.01 PURPOSE

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those Employees
- (b) Further, the purpose of this Agreement is to facilitate the peaceful disputes and grievances in accordance with Article 21 of this Agreement, to prevent strikes, lockouts, slowdowns, or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business, and to enhance the living standards and working conditions of the Employees.

During the term of this Agreement the Employer agrees that there will be no lockout, and the Union agrees there will be no strike.

1.02 GENDER REFERENCES

All articles and clauses referred to in this Agreement apply equally to all Employees regardless of gender identity.

ARTICLE 2 – COLLECTIVE BARGAINING UNIT

2.01 RECOGNITION OF DUTIES

Both parties agree that personnel not included in the Bargaining Unit shall not regularly perform any of the duties, operate any of the equipment, or use any of the tools normally associated with any of the classifications covered by this Agreement.

2.02 SAVINGS CLAUSE

Should any part hereof or any provision herein contained to be rendered or declared invalid by reason of any existing or subsequently enacted legislation enter into immediate collective bargaining negotiations upon request of either party both shall for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 3 – NEW CONSTRUCTION

3.01 JURISDICTION

All carpentry work performed away from the Employer premises other than displace work shall be recognized as the jurisdiction of Unifor Local 1928.

ARTICLE 4 – EMPLOYER’S RIGHTS

4.01 MANAGEMENT RIGHTS

- (a) The Union recognizes the right of the Employer to operate and manage their business in accordance with its commitments and responsibilities, and that the locations of operations and schedules, the processes and means of dealing with products, materials, and equipment are solely the responsibility of the Employer.
- (b) The management and the operation of and direction, and promotion of the working forces are vested exclusively in the management, provided however, that this will not be used for the purpose of discrimination against the Employee.

4.02 CODE OF CONDUCT

As set out by each Employer’s Code of Conduct and Work Safe BC’s Occupational Health and Safety (OHS) policies under the Workers Compensation Act, all of the terms and conditions of the Agreement will apply equally to all Employees in a non-discriminatory manner.

4.03 CONTRACTING OUT

The Employer will not sub-contract out any work performed by Bargaining Unit Employees unless mutually agreed by the Union.

4.04 SIGNATORY EMPLOYER

Each signatory Employer to this agreement agrees that at no time will the Employer rent, lease, sell and buy back, drape material, drape uprights, reaches, (rods), base plates, hard wall systems, Octanorm System, or Alusett System, lighting, or electrical equipment, forklift services, tables, chairs, bulk aisle, or booth carpet (floor covering), etc. to or from any non-signatory display Employer unless the signatory Employers do not have products available.

It is understood that product rentals from signatory companies must have seventy-two (72) hours to provide same. In the event a signatory Employer cannot provide rental products then the signatory Employer requiring products may acquire products from any available source. The Employer requiring products shall notify the union by phone or fax of their attempts to secure rental products if unsuccessful.

ARTICLE 5 – UNION SHOP

5.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the Employees in the Bargaining Unit described in the certification issued by the Labour Relations Board, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the Parties.

5.02 RECOGNITION OF LEGAL PICKET LINES

- (a) No Employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this Article, a “legal picket line” shall mean only those picket lines expressly permitted under Section 65 of the Labour Relations Code of British Columbia.
- (b) The Union agrees whenever practicable to give the Employer twenty-four (24) hours’ advance notice of the probable implementation of picket lines which might affect the Employer’s operation.

Subject to twenty-four (24) hours’ notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its Employees from a jobsite for:

- (i) Refusal on the part of Union Employees to work with non-Union Display workers hired for the immediate show, or Employees from an employment agency or non-Union Display, or decorating the Employer.
- (ii) Refusal on the part of Union members to handle any materials, equipment, product, or services declared unfair by Building Trades Council, or manufactured by an Employer whose Employees are on strike against or locked out by and Employer.

5.03 PERFORMANCE OF BARGAINING UNIT WORK

Bargaining Unit work shall not be performed by anyone outside of the Bargaining Unit while qualified Bargaining Unit Employees are reasonably ready to perform that work except as follows:

- (a) Management or supervisory personnel may perform work in an emergency nature.
- (b) Where there are no more Employees reasonably available to perform the work in question, or able to perform the work in question.

5.04 MEMBER IN GOOD STANDING

Every Employee coming within scope of this Agreement shall, as a condition of employment, become and remain a member in good standing of the Union. Employees at the date of signing of this Agreement will join the Union within two (2) weeks following such date.

5.05 NEW EMPLOYEES

- (a) When new Employees are required the Employer agrees to contact the Union. If competent Union Employees are not available, then the Employer may obtain help elsewhere, it is understood that all shops signatory to this agreement must use full-time Employees from the display industry before any other workers will be dispatched from the Union hall. Employees will be dispatched according to Union hiring hall procedure.

When competent Union members are not available, the Union must notify the Employer in advance so other provisions can be made.

It shall be the responsibility of each Employee to register on the callboard at time of layoff.

On the last day of each calendar quarter during the period of the collective agreement Local 1928 will provide the signatory Employer with a complete seniority list with all Employees, total number of auxiliary hours worked if applicable, current contact phone numbers and current button numbers, for each Employee. The list shall include current forklift, pallet jack, scissor lift and ladder tickets along with the expiration date. The Union shall provide a copy of all such tickets. The Union shall also provide a list of Stewards.

- (b) Signatory Companies to this agreement are to place orders for union members or callboard Employees with the dispatcher, to the best of the Employers ability, one (1) to three (3) working days prior to actual employment by fax, or email with a phone call follow up, giving date, time, size, classification, probable duration of employment, and location of show within the Province of British Columbia.

To the best of the dispatcher's ability the dispatcher shall notify the Employer in writing by fax, or email with a phone call follow up, one (1) day prior to actual employment of Employees dispatched, providing three (3) days' notice is given from the Employer as stipulated above.

Insofar as the Employer has advance contracts, the Employer will provide the Union after January 1st each year with a tentative list of contracts for that year including their anticipated duration and work requirements. It is clearly understood that such a list is for information purposes only and is not to be interpreted in any way as a dispatch requirement.

- (c) Where manpower is requested from the Union hall for exhibit installation or special assignments, the same Employees will be assigned to remove these whenever possible, providing the Employer informs the dispatcher at the time of first requesting help.
- (d) In ordering Employees from the callboard, the Employer will identify, as necessary, the qualifications of Employees required.

The Dispatcher will fill the Dispatch order with A board, then B board, and so on taking into consideration the qualification requirement.

It will be the dispatcher's discretion as to how the order is filled based on the necessity to spread out the qualified Employees amongst the signatory Employers.

With mutual agreement between the Employer and the dispatcher an Employee will have the option to book off from one Employer at the end of a shift, to be dispatched out with another Employer. The dispatcher will

then fill the order from the callboard if necessary. Every callboard Employee will have the right to refuse any dispatch without prejudice.

5.06 STEWARDS

- (a) Shop Stewards will have one (1) years' service with Employer and shall be recognized in all shops and shall not be discriminated against. The Shop Superintendent or Foreman shall be notified by the Union of the name or names of such shop stewards and in the event of a layoff or reduction in work forces shop stewards shall at all times be given preference of continued employment providing they have the necessary skills and qualifications to perform the work required.

Show Stewards shall be recognized on all show sites and shall not be discriminated against. The Superintendent or Foreman shall be notified by the Union of the name or names of such show stewards and in the event of a layoff or a reduction in the work forces such show stewards shall at all times be given preference of continued employment, providing they have the necessary skills and qualifications to perform the work required. All Show Stewards must identify themselves to the Employer Representative upon reporting to the show site.

Any perceived infraction of the collective agreement is to be reported to the Employer Representative first and, if possible, settled in the first step of the Grievance Procedure. Once a Show Steward is assigned or elected by their peers on site, they shall have authority over the Shop Stewards of the Employer.

- (b) It is understood that the Shop Steward or Show Steward, after consultation with their foreman, shall have permission, during working hours and without loss of time or pay, to be allowed to leave their regular duties for a reasonable length of time in order to investigate, and settle if possible, grievances in their jurisdiction. The Union shall provide the Employer with the name of the Shop Steward or Show Steward.

5.07 UNION BUTTONS

An Employee may wear a Union lapel pin, a shop steward lapel pin, or a Union button without being disciplined, hats and toques excluded. The Union button may not exceed the size of a Loonie and will not carry political, protest, or other slogans.

5.08 UNION INVESTIGATION

- (a) The Employer shall allow a properly authorized representative of the Union either the President, Vice President, Steward, Business Agent, or Designate, to investigate issues under this Agreement. The Employer is entitled to require an individual to substantiate that they are an authorized representative of the Union.
- (b) Authorized Representatives shall have access to all shops and sites in the carrying out of their regular duties, after notifying the Employer

Representative. However, in no way will they interfere with the workers during working hours unless permission is granted. The Business Agent may also consult with the Shop or Show Steward at any time during working hours after notifying the Employer Representative.

Where special identification is required for security reasons, the Employer will provide such identification to Business Representatives whenever possible prior to show set-up.

- (c) The investigation must not result in any disruption of the Employers operations, and it must not result in any Employee or Employees neglecting their assigned work duties and responsibilities.

5.09 UNION RIGHTS

- (a) In the event an exhibit house outside the Union's jurisdiction should contract I&D work or require labour only from a signatory Employer to this agreement, such exhibit house will be permitted a working supervisor to assist Local 1928 members that are involved in the installation and dismantling of the exhibit.

The Union will be notified of the name, or names, of the exhibit house supervisor at the time the manpower order is placed. A work permit will be issued by the Union for a fee of one hundred dollars (\$100.00) which will be remitted along with the monthly dues. When the number of workers is reduced so will the number of supervisors in ratio. At no time will the supervisors be allowed to work during the run of the show. Any infractions will result in the Union terminating the work permits of the working supervisors thereby revoking their ability to work on the jobsite.

The one hundred dollars (\$100.00) work permit fee will be charged and payable for each facility (e.g. BC Place, Rogers Arena, VCC East and West, Robson Place Conference Centre, Tradex, etc.) and for each show. One (1) payment of one hundred dollars (\$100.00) for each facility will be provided even if more than one (1) show is in that facility. If the same working supervisor is on more than one (1) exhibit only one (1) one hundred dollars (\$100.00) fee will be payable. Use of work permits for different sites other than the original site and worker to whom it was assigned will mean an automatic revocation of such work permits.

5.10 UNION LABOUR CLAUSE

The Employer will, in dealing with any show management, request that a Union labour clause be included in show regulations wherever possible.

5.11 DISPUTES

- (a) Where a dispute occurs between the Union and the signatory Employer on a jobsite where two (2) or more signatory companies are working it is agreed that the dispute will be isolated strictly between the Union and the signatory Employer in question.

- (b) Work will continue to be performed for all other signatory companies without exception, provided that the other signatory companies working on the site do not provide any manpower, site services, or materials to the signatory Employer involved in the dispute.
- (c) It is understood that the Show Manager will appoint a Signatory Display Contractor who is on site to complete the work or services that would normally have been performed by the signatory Employer involved in the dispute.

5.12 NO SHOW – LATE FOR SHIFT

In order to try and alleviate the problem of no-shows on the weekends, the Union will leave a list of names on the dispatch line (604-520-3341) that the Employer can call on weekends if they are short. This will only be the case if Employees are available. This service will be for a six (6) month trial period and, if both parties agree that it is beneficial, then it will continue for the duration of the agreement. If Employees are called from this list the Employer will leave a message for the dispatcher advising as to whom they have called in. An Employee who no-shows without a reasonable excuse in any six (6) calendar month period will not be put back on the dispatch board and will be disciplined industry-wide as follows:

- 1st infraction: One (1) complete rotation of their board before being eligible for dispatch.
- 2nd infraction: Two (2) complete rotations of their board.
- 3rd infraction: Reduced to the bottom of their board for a six (6) month period. No qualifier of hours to restore button number
- 4th infraction: Board demotion to the top of the next lowest board. In order to advance back to the original board, they must re-qualify by submitting new hours for the board advancement.

A no-show is defined as an Employee who does not report for work without a reasonable excuse by one half ($\frac{1}{2}$) hour after shift begins, or does not phone the Employer two (2) hours before shift begins. The Employer will not act arbitrarily, discriminatorily, or in bad faith in imposing discipline under this Article. The six (6) calendar months will commence at the first incident. The Employer will notify the Union, in writing, of any no-shows within three (3) working days.

Any Employees absent for an upcoming shift from work due to a previous appointment will be required to give the Employer notice at the beginning of the shift, or at the end of their previous shift, or else the Employee shall be treated as a no-show as defined by the Collective Agreement.

An Employee who quits without a satisfactory reason prior to the completion of their shift or prior to being laid off will be suspended for five (5) days.

A copy of the disciplinary notices, including no-show notices, shall be sent to the Union office and the Shop or Show Steward within five (5) working days of being issued, and shall be given or mailed to the worker at or about the same time.

Notices that have not been given or sent within the same payroll period, or five (5) working days, whichever is longer, shall be deemed abandoned.

ARTICLE 6 – DUES CHECK-OFF

6.01 MEMBERSHIP

The Employer agrees to deduct from all Employees coming within the scope of this Agreement union initiation fees, dues, and assessments legally levied in the amount communicated to the Employer by the Union from time to time.

6.02 NEW EMPLOYEES

Deductions will be made from the first earned pay period each month and remitted to the Financial Secretary of the Union by the end of the applicable month. The remittance shall include a list of the Employees showing their respective deductions, new Employees, terminations, and those on compensation.

6.03 CHECK-OFF: ASSIGNMENT OF WAGES

New permanent Employees, after having worked two (2) weeks, shall be made liable for the required deductions. If deduction is not made from an Employee for any reason, deduction for that month will be made from a subsequent pay cheque and forwarded with the next remittance.

6.04 CHECK-OFF: PROCESS AND PROCEDURES

The Employer agrees that if signed authorizations are deemed required to make such deductions the Employer will obtain them. The Union will supply such forms upon request.

ARTICLE 7 – HOURS OF WORK

7.01 REGULAR SHIFT

- (a) For the purpose of this Agreement, a shift shall be defined as any number of consecutive hours worked in a calendar day. It is understood that in the event that an Employee starts their shift prior to 7:00 a.m. or 8:00 a.m. they shall have the right to refuse any hours of work that exceeds their seven and one half (7 1/2) hour shift based from the commencement of their shift
- (b) A regular shift shall be seven and one half (7 1/2) hours Monday to Friday between the hours of 8:00 a.m. and 4:00 p.m. except;
 - (i) by mutual agreement of the Employer and the Employee between the hours of 7:00am and 3:00pm;
 - (ii) on the first official show opening day when the Employer may designate a mandatory 7:00 am start time.

If an Employee does not agree to a 7:00am. starting time on non-show opening day, they will not have their shift hours reduced to less than the hours they would have worked had they commenced at 7:00am.

- (c) A regular shift shall be paid at regular time rates. Any hours worked outside the regular shift shall be paid at a premium.

7.02 IRREGULAR HOURS HOUSEKEEPING

Due to industry demands which necessitate irregular hours and shifts, each Employee will be compensated by receiving double (2x) the regular time rates of pay if they lose a regular working day in order to work the irregular shift.

All work performed after midnight and before 8:00 am shall be paid at double (2x) the regular rate. Any hours overlapping into the normal hours of the work period (8:00 a.m. to 4:00 p.m.) will be paid at the overtime rate of pay.

7.03 SHIFT DIFFERENTIAL

Any shift started later than 8:00 am will be paid at the regular rate of pay for any hours worked before 4:00 pm. Seven percent (7%) shift premium will be paid on the remainder of hours worked after 4:00 pm to the completion of shift (and all hours up to midnight) after which double time (200%) rates will apply.

7.04 SPLIT SHIFTS

A split shift shall be a total of seven and one half (7 1/2) hours worked in two sub shifts of four (4), and three and one half (3 1/2) hours with no less than a four (4) hour break and no more than eight (8) hour break within one (1) calendar day, Monday to Friday. A premium of time and one-half (1 1/2) shall be paid for the second sub-shift of the split shift.

For clarity, if an Employee works a split shift, the Employer will pay mileage to and from work from the Employee's residence for the second shift. (see Article 22.03 (c) for mileage rates).

7.05 MAXIMUM SHIFT DURATION

No Employee will be allowed to work more than one (1) shift in any calendar day without an eight (8) hour break between shifts.

7.06 SHIFT ASSIGNMENTS

When any hours of work become available other than the regular hours of 8:00 am to 4:00 pm, or 7:00 am to 3:00 pm, Monday to Friday then such work will be offered first to the most senior full-time Employee based on Shop seniority status. Thereafter, shift assignments will be offered to the callboard Employees with the highest board button number who have the skills and ability to perform the work.

To the best of the Employer's ability, preference will be given to providing first full-time and then highest board button number Employees with the longest shifts.

7.07 TIME CALCULATION

Time shall be calculated by half hour (1/2) periods, so that an Employee shall be paid for a full half hour period, if they work any portion of a half hour period.

7.08 DURATION OF BREAK

A break in a work period of less than eight (8) hours duration shall not constitute the ending of a work day.

ARTICLE 8 – OVERTIME

8.01 OVERTIME DEFINED

All time worked after seven and one half (7 1/2) hours on a regular work day and regular work week, or on a holiday, shall be considered overtime. Work day and work week are as defined in Article 7. Overtime will be assigned to Employees presently working on that site, first to full-time Employees based on Employer seniority status, and then to the highest board button number Employees, providing they have the skills and ability to perform the work, for that day.

8.02 OVERTIME PREMIUMS

All overtime worked after a seven and one half (7 1/2) hour shift (Monday to Friday) will be paid at time and one-half (1 1/2) the regular rate for a maximum of two (2) hours per day. Overtime worked after nine and one-half hours (9 1/2) will be paid at double (2x) time rates.

Work performed on Saturdays and Sundays shall be paid at time and one-half for a maximum of seven and one-half (7 1/2) hours (excluding the Midnight to 8:00 am shift), and double (2x) time thereafter. The Midnight to 8:00 am hours shall at all times be paid at double the regular rate.

8.03 OVERTIME MEAL ALLOWANCE

If four (4) hours of overtime is worked, then a meal break of thirty (30) minutes shall be allowed in lieu of the fifteen (15) minute rest break paid at the applicable overtime premiums. A meal allowance of fifteen (\$15.00) shall be payable as part of the regular payroll.

ARTICLE 9 – CALL-TIME HOURS

9.01 GUARANTEE OF HOURS

Any full-time Employee reporting for a scheduled shift and not being required shall receive not less than four (4) hours pay. Any full-time Employee who works beyond the mid-shift lunch break shall be paid for the full regular shift unless the Employee leaves on their own accord.

Any callboard Employee who reports for a scheduled shift and not being required will receive not less than four (4) hours pay. Any callboard Employee who works beyond the mid shift lunch break shall be paid to the next half (1/2) hour. This will apply to straight time and overtime hours.

9.02 GUARANTEED OVERTIME

Any Employee who has completed one shift and has left the premises and who is called back to work for any reason, shall receive not less than two (2) hours pay at the recognized overtime rates.

ARTICLE 10 – PAYMENT OF WAGES

10.01 PAYMENT OF WAGES

(a) The Employer shall, not later than each Friday, pay to their Employees by direct deposit all wages and salaries for all shifts commencing up to midnight of the preceding Saturday. Such wage deposits will be deposited into each Employee's accounts by no later than noon (12:00 pm) on the Friday payday.

For further clarity, for shifts commencing on Saturday and all hours worked for that shift (including hours worked into Sunday) will be paid on the regular first Friday payday.

(b) A statement will be mailed to each Employee post marked by Thursday of each week and include an itemized statement indicating hours worked at straight time for each classification; hours worked at shift differential premiums; hours worked at overtime premiums; rate of pay for each of the above classifications; travel time and mileage will be listed separately; vacation and statutory holiday pay, and percentage and individual deductions. The Union shall notify the Employer of any changes to the above list.

All payroll corrections that are made as a result of the Employer's payroll error shall be made within the same pay period that the Employer has been notified of the error, providing that the Employer has been notified before 5:00 pm before the Monday of that pay week. A statement describing the error shall include the dates in question and shall be identified as a "correction of wages" which shall be mailed to the Employee and be put on Employer letter head

(c) In the event that the Employer has a head office located outside of British Columbia a payroll office shall be established within the province.

(d) It is the Union's responsibility to collect and provide to the Employer all banking information necessary for the deposit of wages as per Article 10.01.

10.02 RECORD OF EMPLOYMENT (ROE)

The Employee must notify the Employer when they require a Record of Employment. The Employee will supply their name, current address, postal code, SIN number, and telephone number. The Employer will issue the ROE on or before the fourth (4th) working day following the later of the date of the request, or the date of layoff. If the ROE is not postmarked by the fourth (4th) working day, the Employer will pay the Employee a twenty-five-dollar (\$25.00) penalty fee for

each ROE not issued on time. All ROEs will designate “Display Industry Technician” on the ROE.

10.03 TIME CARD DISPUTE

Where there is a dispute concerning the wages paid to any Employee, that Employee's time card records for the disputed period shall be available to the Union at any reasonable time within ten (10) days of the Union's request, provided that the written request is made within six (6) months of the dates in dispute.

10.04 PAYROLL OR BENEFIT FAILURES

Where there have been instances of payroll or benefit failures by the Employer, or principals, or directors, to meet payroll requirements the Union shall have the right to:

- (a) Inspect the Employer's payroll; and/or
- (b) Require the posting of a suitable bond; and/or
- (c) Require that the payments of wages and other payroll requirements be by cash or certified cheque.

10.05 CONTRACT CRITERIA

The Union will consider the following criteria that companies must meet before signing the standard current display industry collective agreement. It is understood that the Union will have the sole discretion in deciding whether an Employer is qualified.

- (a) Establish a permanent office and warehouse.
- (b) Establish a W.C.B. registration number.
- (c) Employment of a full-time local Employer contact person.
- (d) A minimum contribution to the training fund in the amount of two hundred and fifty dollars (\$250.00).
- (e) Possession of an appropriate business license as required by municipal and provincial laws.
- (f) Employment of a full-time union Employee within a set period of time, decided by the local union, to maintain local warehouse facilities.
- (g) Submit the appropriate wage bond determined by the Union

10.06 PAYROLL PENALTY

Where the Employee is not paid as provided in 10:01 inclusive, but not limited to wages, benefits, or RRSP's, such Employee shall be deemed to be on the payroll of the Employer and shall receive a flat sum of one hundred dollars (\$100.00) per day for each day the Employee does not receive their pay. Such penalties will not apply where payroll obligations have not been met due to inaccurate or incomplete information or failure by the financial institution.

ARTICLE 11 – LEAVE OF ABSENCE

11.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE

- (a) The Employer shall grant an unpaid leave of absence to up to two (2) Employees who are appointed or elected to a full-time Union position. (Either on a temporary, or permanent basis.)
- (b) An Employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union.
- (c) Any leave granted would not unduly interrupt the operation of the department; such request shall be made in writing sufficiently in advance to minimize the disruption of the department.

11.02 LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS

UNION CONVENTIONS/EDUCATIONAL PROGRAMS

The Manager responsible for scheduling, upon receipt of written notice from the Union, shall grant leave of absence without pay up to and including two (2) Employees who are elected as delegates to attend Union conventions or educational programs. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves. In emergencies, the Employer will reasonably consider approving applications made with less than fourteen (14) days' notice.

STEWARD PROGRAMS

The Manager responsible for scheduling, upon receipt of written notice from the Union, shall grant leave of absence without pay up to two (2) Employees from each department to attend bona fide steward education programs. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves. In emergencies the Employer will reasonably consider approving applications made with less than fourteen (14) days' notice.

GENERAL UNION LEAVE

The Manager responsible for scheduling, upon receipt of written notice from the Union, shall grant leave of absence without pay up to and including five (5) Employees who are required to attend to union business other than that business mentioned above in 11.01(a) and (b). Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves. In emergencies the Employer will reasonably consider approving applications made with less than fourteen (14) days' notice.

11.03 COURT ATTENDANCE

Any Employee covered by this Agreement who may be required by the Employer to attend any commission, court or hearing, to give evidence in any case, civil or criminal respecting the site in which they are employed, shall be compensated at

the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay.

11.04 BEREAVEMENT LEAVE

Any hired Employee will be granted three (3) days off without loss of regular basic straight time pay, commencing with the Employee's date of notification of death or ending with the day of the funeral, in the event of the death of a spouse, child (including foster children), parent, guardian, sibling, grandchild or grandparent of an Employee, or in the event of the death of any person who lives with an Employee as a member of the Employee's family. For purposes of this provision, "spouse" includes a common law spouse or a same sex spouse. Employees will be granted one (1) day off without loss of pay under this section (10.04) to attend the funeral of their mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law. Additional time, if needed, shall be granted without pay.

11.05 JURY AND WITNESS DUTY

Any hired Employee who is required to perform jury duty, or has been subpoenaed as a witness for litigation involving "the crown" on a day on which they would normally have worked will be reimbursed by the Employer for the difference between the pay received for jury duty or witness duty and their regular straight time hourly rate of pay for the regularly scheduled hours of work. Employees shall not be required to report back to work if less than three hours of their regular shift remains to be worked. It is understood that such reimbursement shall not be received for hours in excess of hours normally worked, less pay received for jury or witness duty. The Employee will be required to furnish proof of jury or witness duty and pay received for same.

11.06 SHORT TERM LEAVE OR ABSENCE OF LESS THAN THIRTY (30) DAYS

Application for short-term leave of absence must be submitted to the Manager or Designate responsible for scheduling by 8 p.m. on the Sunday the week prior to the effective date of leave.

Requests for short-term leaves of absence will be considered by the Employer in the order in which those requests are submitted.

It is understood that the Employer may refuse a short-term leave of absence if that is required to ensure that there will be sufficient to meet the operating requirements at no increased cost to the Employer.

11.07 FAMILY RESPONSIBILITY LEAVE

- (a) An Employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to (i) the care, health or education of a child in the Employee's care, or (ii) the care or health of any other member of the Employee's immediate family. Additional time off for these purposes shall not be unreasonably denied.
- (b) For purposes of this article "immediate family" means (i) the spouse, child, parent, guardian, sibling, grandchild or grandparent of an Employee, and

(ii) any person who lives with an Employee as a member of the Employee's family.

11.08 PREGNANCY LEAVE

- (a) A pregnant Employee who requests leave under this Article is entitled to up to seventeen (17) consecutive weeks of unpaid leave (i) beginning no earlier than eleven (11) weeks before the expected birth date and no later than the actual birth, and (ii) ending no earlier than six (6) weeks after the actual birth date unless the Employee requests a shorter period and no later than seventeen (17) weeks after the actual birth date.
- (b) An Employee who requests leave under this Article after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (c) An Employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 11.06
- (d) A request for leave must (i) be given in writing to the Employer, (ii) if the request is made during the pregnancy, it must be given to the Employer at least four (4) weeks before the day the Employee proposes to begin leave, and (iii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Article 10.06
- (e) A request for a shorter period under Article 11.06 must (i) be given in writing to the Employer at least one week before the date the Employee proposes to return to work, and (ii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the Employee is able to resume work.

11.09 PARENTAL LEAVE

- (a) An Employee who requests parental leave under this Article is entitled,
 - (i) for a birth mother who takes leave under Article 11.08 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 11.08 unless the Employer and Employee agree otherwise,
 - (ii) for a birth mother who does not take leave under Article 11.08 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,

- (iii) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (iv) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Employee is entitled to up to five (5) additional consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 10.09(a).
- (c) A request for leave must
- (i) be given in writing to the Employer,
 - (ii) if the request is for leave under Article 10.09(a)(i) (ii) or (iii), be given to the Employer at least four (4) weeks before the Employee proposes to begin leave, and
 - (iii) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.
- (d) An Employee's combined entitlement to leave under Article 11.08 and 11.09 is limited to fifty-two (52) weeks plus any additional leave the Employee is entitled to under Article 11.08(c) or 11.09(b).
- (e) Employees who take pregnancy or parental leave under Article 11.08 and/or 11.09 respectively, who are covered by the Health and Welfare benefits at the time of commencing such leave, shall continue to receive MSP and Benefit Entitlements on the same basis as they were receiving when the leave commenced pursuant to those articles.

11.10 PROVISIONS OF THE LEGISLATIONS

It is agreed that the provisions of Articles 11.07, 11.08 and 11.09 replace the corresponding provisions of the Employment Standards Act, and that in the event of any future amendments to the Employment Standards Act, these sections of the Collective Agreement will continue to apply in place of any corresponding provisions in the Employment Standards Act. In the event that the Employment Standards Act provisions as amended in the future override the provisions in this Agreement, it is agreed that the Employment Standards Act will then apply to the matters covered in Articles 11.07, 11.08 and 11.09, and that these articles will then have no further application.

ARTICLE 12 – SENIORITY

12.01 FULL-TIME EMPLOYEE

The Employer recognizes the principle of seniority for full-time Employees after forty (40) working days of full-time employment. It is understood that the forty

(40) working days will be accumulated within a period of sixty (60) days from the first day of hire. It is further understood that seniority will be determined by the longest service with the Employer from the first day of the start of the accumulation of the seniority period.

Seniority is defined as length of service in the Bargaining Unit and shall be applied on a Bargaining Unit wide basis. Seniority shall be applied in determining preference for promotions, transfers, demotions, layoffs, recall, and as set out in other provisions of this agreement.

Full-time display industry Employees will be given preference of continued employment at all times.

12.02 SENIORITY LIST

An up-to-date seniority list will be supplied and posted by the Employer on the Employer notice board once every twelve (12) months and at time of layoff.

12.03 LAYOFF

(a) For the prevention of grievances arising over layoffs where seniority is concerned the foreman or superintendent shall notify the Shop Steward prior to layoff the names of those to be laid off. The layoff will be conducted in reverse seniority (last one hired, first one laid off) providing the retained Employee has the necessary skills and ability to perform the work required.

(b) Layoff Notice

All full-time Employees shall, in the event of a layoff, be given three (3) working days notice or three (3) working days pay at the regular rate in lieu of said notice.

If the Employer recalls an Employee back from layoff for less than three (3) working days it is understood the minimum three (3) days notice of layoff is waived.

12.04 RE-CALL FOR HIRED EMPLOYEES

(a) Employees who have been laid off will be recalled to work in order in which their names appear on the seniority list provided they are available. The Employer shall maintain an address file of their Employees and it shall be the Employee's responsibility to notify the Employer in writing of any change of address, together with a telephone number at which they may be contacted.

No new Employees will be hired until former Employees who are available and have the necessary skills and ability to perform the work required are given the opportunity to return to work.

In the event that it is necessary to layoff a shop steward in accordance with Article 5.06 then, whenever work becomes available that they are able to perform, they and the foreperson will be called back to work immediately regardless of the seniority status.

- (b) In the event of temporary call-back (that being defined as ten (10) working days or less employment) those Employees being called back will have the option of accepting or rejecting one or more temporary call-backs.

The Employer, to the best of its ability, will estimate how many full or half shifts the recall is for and will advise the full-time Employees accordingly at the time of the temporary callback. This is not a guarantee of shifts.

In the event that a temporary call-back is rejected by a laid off Employee the shop steward will be notified. If the temporary call-back exceeds the estimated term the senior Employee will be notified and given the opportunity to work.

In the event the call-back exceeds ten (10) working days employment, Employees laid off and who have been notified of the Shop vacancy must respond to the Employer's notification and report for work on re-hire as provided for in this Article by the fourth (4th) working day following acceptance of the rehire, or earlier if agreed by the parties.

Employees who have been laid off and who have been notified of the Shop vacancy must respond to the Employer's notification of re-hiring within twenty-four (24) hours (excluding Saturday, Sunday, and statutory holidays) of such notification. It shall not be a violation of this Agreement if the Employer fails to adhere to the strict principles of seniority when a laid off Employee fails to respond to the Employer's notice of Shop vacancy within the time limits prescribed.

If the Employer is unable to contact the Employee regarding a call-back the Employer will notify the Local Union of their attempts of such call-back. After notification from the Employer the Union will attempt to notify the Employee and will contact the Employer within a twenty-four (24) hour period, week-ends and holidays excluded.

Should an Employee fail to report for work within the designated period and having no reasonable excuse for their failure, they shall forfeit all their seniority rights.

12.05 SENIORITY RETAINED

It is agreed between the Employer and the Union that seniority during layoff or leave of absence will be retained and accrued on the following basis:

- (a) Employees with seniority shall retain their seniority for a period equal to six (6) months. Employees having six months or more of service shall retain and accrue their seniority for a period of one (1) year. Employees having seven (7) or more years of service shall retain and accrue their seniority for a period of eighteen (18) months.
- (b) With regard to Employees on compensation, sickness, or disability due to accident, for such length of time as it may take that Employee to recover their health. The Employer shall have the right to require a certificate from a qualified medical practitioner.

12.06 JOB POSTINGS – SHOP

All job vacancies, including promotions, transfers, and new positions, as well as temporary postings for sick leave replacements for members on Long Term Disability, shall be posted within seven (7) working days. Such postings shall be made for five (5) continuous days on the Employer's bulletin board. The posting shall set out a job description and qualifications required by the job, classification, and wage rate. Postings shall be awarded within ten (10) working days of the original posting date and preference shall be given to senior Employees when awarding postings. The parties agree that should successful Employees not be able to do the job during or after a three (3) month probation period they will go back to their previous position.

12.07 SHOP CLOSURE

In the event of a shop closure all full-time Employees with seniority shall be given six (6) months written notice of the Employer's intention to cease operations. Employees discharged or laid off because of a shop closure shall be entitled to severance pay of one (1) week of pay for each year of service with the Employer.

12.08 SHOP CLOSURE DEFINED

A shop closure shall be defined as a termination of all Bargaining Unit Employees, or where a majority of those Employees have been laid off for thirteen (13) weeks in a twenty (20) consecutive week period.

12.09 CASUAL EMPLOYEES

(a) Layoff Notice

Whenever possible, notice of layoff will be given to all callboard Employees two (2) hours prior to the completion of their shift.

(b) Layoff

Callboard Employees will be laid off as follows:

- (i) Without regard to the various sites or shop work, those Employees on the X, F, or E Board will be laid off first.
- (ii) Employees on the D Board shall be laid off next, followed by D100 and then D200 Employees.
- (iii) Then according to board seniority, C Board followed by B Board and finally A Board Employees.

The exception to these three (3) boards (A, B, C) is that within each Board Employees will be laid off according to Board Button Number seniority. The Union will identify and issue seniority numbers to each Employee and in the event of a layoff the Employer will layoff the highest numerical (less senior) board Employee.

(c) Job Postings

When new additional full-time Employees are required the Employer agrees to post the position with the union setting out the qualifications,

and wage rate. The Union will notify the Employees working in the industry of the job vacancy. Applicants will notify the Employer and the Union of their intent to apply.

Postings will be made for fifteen (15) working days from the date the Union is advised and then awarded, giving preference to those Employees on the A Board, then B Board, and finally C Board.

The Union reserves the right to challenge unnecessary qualifications described in the postings.

(d) **Work Rosters**

All Work rosters (using the twelve (12) hour clock and AM an PM designations) shall be posted before 2pm daily.

Employees will check the work roster at the completion of their shift. Rates for the day of their shift will be posted for Employees to review at the end of their shift. The Employer will send a copy of the work roster to the Union. The Employer will notify the Employee and the Union of any change in the work roster or rate affecting the Employee. Failing to notify the Employee or the Union will result in payment of all lost hours of work.

If an Employee leaves for the day prior to the posting it is their responsibility to call the Employer before 5 pm to confirm their shift for the following day. Failure to contact the Employer can result in the loss of a shift. If the Employer has changed their shift after posting and after the Employee has left, the Employer will call the Employee to notify them of the change.

ARTICLE 13 – VACATION WITH PAY

13.01 VACATION – YEARS OF SERVICE

Employees shall receive an annual vacation pay in accordance with their years of service with the Employer as follows:

- (a) Up to two (2) years service - two (2) weeks off, paid at four and a half (4 1/2) percentage of gross earnings
- (b) Two (2) years or more service - three (3) weeks off, paid at six and a half (6 1/2) percentage of gross earnings
- (c) Ten (10) years or more service - four (4) weeks off, paid at eight and a half (8 1/2) percentage of gross earnings
- (d) Twenty (20) years or more service - five (5) weeks off, paid at ten and a half (10 1/2) percentage of gross earnings

13.02 VACATION PAY – VACATION LISTS

Vacation pay for each week of vacation will be paid at the regular rate of pay or percentage of gross earnings as stipulated above, whichever is greater. A vacation list will be provided and posted on the notice board so that Employees

may choose their time of vacation. Vacations provided for in Article 13.01 may be taken consecutively by mutual agreement with the Employee and the Employer, seniority in each department to be the deciding factor. All holidays to which Employees are entitled must be taken.

13.03 VACATION PAY – LAYOFFS

Where an Employee is laid off, is discharged or quits, the vacation pay shall be paid in conjunction with the years of service with the Employer and the percentage formula of their gross earnings (refer to Article 13.01).

13.04 VACATION PAY – DAYS WORKED

The following shall be considered as days actually worked for determining vacations with pay for an Employee after one (1) continuous year of employment:

- (a) Absence on Workers Compensation up to a period of one (1) year, provided the Employee returns to their employment.
- (b) Absence due to illness up to a period of one (1) year, provided that the Employee returns to their employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.
- (c) An Employee on duly approved leave of absence will, when they return be credited with the time worked prior to the said leave of absence.
- (d) An Employee laid off will, when they return within twelve (12) months of layoff, be credited with the time worked prior to layoff.
- (e) Statutory holidays or days observed as such will be considered as days actually worked for calculating vacation pay.

13.05 VACATION PAY – CALL BOARD

All callboard Employees shall receive as vacation pay four and one-half (4 1/2) percent of their gross income to be paid on each pay cheque.

ARTICLE 14 – STATUTORY HOLIDAYS

14.01 STATUTORY HOLIDAYS DEFINED

- (a) All full-time Employees covered by this Agreement who have been employed with the Employer for sixteen (16) calendar days or more, prior to each statutory holiday, shall receive up to twelve (12) paid statutory holidays per year as they occur, and any other public holiday declared by the Provincial or Federal Governments. Such Employees shall receive a day's pay at their regular rate of pay on the payday following each statutory holiday earned. Employees laid off or terminated prior to the statutory holiday shall be entitled to holiday pay for that holiday provided that they have worked at least ten (10) days during the thirty (30) calendar days immediately proceeding the general holiday.

It is agreed and understood that Article 22.01 defines the shop rate, minimum rates, and the outside rates. In the event of a statutory holiday

whereby the Employee has worked in and outside the shop, the Employee will receive the rate applicable based on the majority of hours worked in or out in the pay week in which the statutory holiday falls. (i.e. - A statutory holiday falls on Friday, the majority of hours at Assistant or Journeyperson classification from the Sunday to Saturday pay period will determine the rate of pay entitlement for the statutory holiday).

(b) The twelve (13) statutory holidays shall be:

New Year's Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
BC Day	Remembrance Day
Victoria Day	Christmas Day
Boxing	Family Day
Canada Day	

And any other public holiday declared by the Provincial or Federal Governments.

14.02 PAYMENT OF STATUTORY HOLIDAYS

All work performed on Statutory Holidays shall be paid for at double (2x) time rates in addition to the regular statutory holiday pay. All overtime work will be voluntary and no Employee should be discriminated against for refusal to work overtime.

14.03 STATUTORY HOLIDAY OBSERVED

When a statutory holiday falls on a non-working day the Employer may designate the day or days to be observed immediately prior to or following the weekend on which the statutory holiday occurs.

14.04 PAYMENT OF STATUTORY HOLIDAY – CALL BOARDS

Each full-time callboard Employee (i.e.: A, B, C Boards only) shall receive four and a half (4.5) percentage of gross earnings, payable as earned, to provide for their statutory holiday pay.

ARTICLE 15 – HEALTH & WELFARE

15.01 CONTRIBUTIONS

The Employer shall pay to the Millworkers' Health and Welfare Trust Fund base contributions of two dollars and eighteen cents (\$2.18) per hour worked. Such contributions as detailed in the table below are due and payable on or before the fifteenth (15) day of the month following the month in which the obligation arose for each Employee who is an Employee of the Union, Local 1928 covered by this Agreement

(a) Definitions

Full-Time Employee: A Local 1928 Union member who has posted for and been awarded a full-time position with a signatory display Employer and has completed their forty (40) days in a sixty (60) day calendar period.

Callboard Employee: A Local 1928 Union member who has been dispatched from the Union Hall (A, B, C or D Board).

(b) Table of Contributions:

Full-time Employee: base contribution

Callboard Employee: 1-1/2x base contribution

D Board Employee: base contribution

Note: Base contribution equals two dollars and twenty-eight cents (\$2.28) per hour. There is no contribution for E, F, or X Board Employees.

Any further increases will be a deduction from the Employee's hourly rates then in effect.

15.02 TRUST AGREEMENT

The Employer and the Union shall abide by the terms of the Trust Agreement of the Millworkers' Health and Welfare Trust Fund.

15.03 PAID VACATION CONTRIBUTIONS

Time taken for vacation purposes will be considered hours worked and contributions to the Health and Welfare plan will be remitted for such period for full-time Employees only.

ARTICLE 16 – DISPLAY RETIREMENT SAVINGS FUND

16.01 REGISTERED RETIREMENT SAVINGS PLAN (RRSP) – CONTRIBUTIONS

All Full-time and A, B, C callboard Employees shall receive three dollars and forty cents (\$3.40) per hour RRSP contributions for each hour worked.

16.02 EMPLOYER CONTRIBUTIONS

Such contributions are to made solely by the Employer and no Employer will deduct such contributions or any portion thereof from Employees' wages. Such contributions are in excess of wage rates set out in this Agreement and do not constitute a payment of wages or any portion of a payment of wages.

16.03 PAYMENT OF CONTRIBUTIONS

The Employer shall make such payments as described in Articles 16.01 and 16.02 only to the Community Savings Credit Union, 1170 8th Avenue, New Westminster, BC. Such contributions which are due and payable for each Employee covered by this Agreement on or before the fifteenth (15th) day of the calendar month following the month in which the obligation arose shall be remitted to the plan.

Contribution, will be made for all hours worked in the month and remitted by the fifteenth (15th) of the following month. This will include all hours worked in the pay period even if the pay period overlaps in the following month. The Employer will supply an information form to the institution that includes the Employee's name, SIN, all hours worked including overtime hours, total amount of contribution for each Employee, and a grand total of contribution, every Employee's RRSP account number, and the contract number. A copy of this information will be mailed to the Union at the time the contribution is due and payable.

ARTICLE 17 – DISPLAY INDUSTRY TRAINING FUND

17.01 DISPLAY TRAINING POLICIES

The Employer and the Union agree to promote the industry by supporting the Display Industry Training Policies as defined by the Training Committee.

17.02 STANDING COMMITTEE

The Employer and the Union agree to a standing committee to set into motion training programs. The Union and the Employers agrees to jointly share the responsibility to manage and supply instructors for the Display Industry training programs.

17.03 REPRESENTATIVES

The training committee will consist of three (3) representatives from the Employer and three (3) from the Union. The orientation training programs will be repeated twice (2x) per year approximately in June and December.

17.04 PAID EDUCATION LEAVE

The Employer agrees to pay into a special fund an amount of two (\$0.02) cents per Employee per hours worked to provide for a Unifor Paid Education Leave (PEL) program. Such payment shall be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program

115 Gordon Baker Road
Toronto, ON M2H 0A8

The Employer shall consider requests for Paid Education Leave for the members of a Bargaining Unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on the PEL leave of absence shall continue to accrue seniority and service.

ARTICLE 18 – GENERAL CONDITIONS

18.01 REST PERIODS

A fifteen (15) minute rest period will be allowed midway in each half of a shift. If overtime of one (1) hour or more in duration has been scheduled a fifteen (15) minute rest period will be allowed between the end of the regular shift and the start of the overtime. After two (2) hours of overtime a paid fifteen (15) minute rest period shall be allowed and paid at the applicable overtime premiums. (See Article 8.03 for overtime meal allowance).

If more than four (4) hours and less than six (6) hours are scheduled then two fifteen (15) minute coffee breaks will be taken and no lunch break will be taken by mutual agreement between the Employee group and the Employer. Rest periods of fifteen (15) minutes will be allowed after each additional two (2) hours.

For a standard eight (8) hour shift, Employees will take two fifteen (15) minute paid coffee breaks, and a thirty (30) minute unpaid lunch break for a total of seven and a half (7.5) paid hours. It is important to adhere to these break times, as exceeding them could be considered time theft.

18.02 LUNCH ROOM

The Employer will ensure that adequate seating, tables, and table cloths are provided to all Employees for lunches and dinners at show sites. The Employer will also ensure a water station is provided for Employees working for the Employer at any work site.

18.03 RESTROOMS

Adequate and separate rest room facilities will be provided in accordance with the Workers Compensation Act and shall be maintained in a clean condition by the Employer.

18.04 CLEAN UP TIME

Five (5) minutes pick up and washroom time will be allowed prior to quitting time. Such time will not be abused. In the event some workers require more time to clean and wash the Employer may authorize an extended time

18.05 HOUSEKEEPING

Failure of an Employee to act upon instructions given to them by other than their direct Lead Hand, Foreman, or designated Employer Supervisor shall not constitute cause for dismissal, demotion, or discipline. When there is activity of consequences at more than one (1) physically separate location the Employer may provide a second supervisor as long as there is a foreman in each location to instruct the crew.

Non-compliance with directives from Lead Hand, Foreman, Supervisor, venue management, security staff, or clients can result in disciplinary action.

No Employee shall supply any tools on the Employer's premises other than accepted normal tradesman's hand tools. Where drill bits, etc. are used

extensively the Employer shall supply the first issue and replace worn or broken items. At termination the items shall be returned to the Employer.

18.06 TOOL STORAGE AND INSURANCE

The Employer must assure the safety of the Employee's tools in the shop against fire and burglary while in their employ. If so requested the Employee shall submit to the Superintendent or Employer Representative an inventory of tools and working apparel on the job.

The Employer will provide a lock-up with a hasp and combination lock for the tools of the Employee where five or more Employees are on the job site. The Employer will not be given a key or combination for the lock.

If no lock box is provided the Employer shall pay for any lost or stolen tools, including replacement of the tool bag and/or box, receipts may be requested.

18.07 NO PREFERENCE

No worker will be permitted to use their own motor vehicle in a manner which is unfair to other Employees or against the best interest of the Union or the Employer.

18.08 CLASSIFICATIONS – HOURS WORKED

Employees performing work in a higher classification for a portion of the day shall receive the highest classified rate of all classifications for a minimum of four (4) hours. If work has been performed for more than four (4) hours then the highest classified rate will be paid for the full shift.

18.09 EQUIPMENT

All Employees are expected to report to work with the following: Carpet knife, C.S.A. approved steel-toed boots, metric and standard tape measures, and Octanorm wrench or ratchet with T30 Bit (Octanorm bit is available at cost price). All Employees reporting to show site without these items will be sent home without compensation.

18.10 WARNING REPORTS

Employees dispatched from the hall and who fail to report, or report late, or do not report for work under the terms of this contract shall be issued an Employee warning report. Such reports are to be deemed industry wide. Copies of all reports will be forwarded to the Dispatch Committee as well as a designated Employer representative of the Dispatch Committee. Employees who are repeat offenders will be brought forward in front of the dispatch committee to discuss the problem. The dispatch committee (comprised of three (3) Employer and three (3) Union representatives) will administer the appropriate discipline in accordance with the dispatch committee rules (with the dispatcher as chair and with the deciding vote). The Union will meet with the Employer on a quarterly basis respecting the dispatch committee rules.

18.11 TIME CARDS

Duplicate time cards for each Employee will be made available by the Employer prior to the completion of the shift. Each Employee will complete and retain one (1) copy of the time card, with true and accurate information, and must have the foreperson and/or their Employer representative authorize same prior to the completion of their shift. Any disagreement arising out of the submitted information for that current shift will be dealt with by the Employee, the foreperson, or Employer representative on the show site. Any changes to the timecard or the rate will be copied to both the Union and the Employee affected.

18.12 WORK SCHEDULES

Work assignments for call board Employees for the following work day shall be given during working hours. In the event an Employee has to stay past their shift in order to receive instruction for the following day they shall receive the appropriate rate of pay for the additional time spent.

18.13 SECURITIES IDENTIFICATION

Where identification is required for security reasons all Employees will carry their union cards for facility entry. The Employer will provide a predetermined location to meet auxiliary Employees for entry into the facilities.

18.14 SITE POLICIES

All Employees will be advised of any and all policies, rules, or regulations that are in effect at the various facilities where Employees work. (i.e. VCC East and West, Hotels, B.C. Place, Tradex, PNE, etc.) Employees will be expected to abide by such policies, rules, or regulations providing they are fair and just. The Union reserves the right to grieve any disciplinary sanctions imposed on Employees for any infractions arising thereof.

18.15 CLOTHING

If the Employer requires an Employee to wear special clothing on exhibit move-in, move-out, or on show days management will issue it as set out in Article 18.19 below without charge to the Employee. The Employer will professionally clean the special clothing and maintain it in a good state of repair. The Employer may require an Employee to wear a name tag.

18.16 AMENDMENTS TO THE AGREEMENT

Should the Union enter into a labour agreement with any current or existing Local 1928 signatory Employer engaged in the Trade Show and Convention Industry which contains a term or condition more favourable to that Employer, the Employer signatory to this Agreement may adopt the more favourable term or condition.

Any favourable condition granted to a new signatory which exists two (2) years after the inception of a collective agreement will enable the Employer to adopt the more favourable term or condition.

18.17 CLOTHING

The following will outline the procedure for the issuance of Employer attire.

Note: If jackets are issued in addition to shirts due to weather, then such jackets will not be plastic (i.e. breathable).

All full-time and A Board Employees listed in Appendix "A" shall be issued four (4) shirts which shall be signed for. All "B" Board Employees shall be issued two (2) shirts which will be signed for. All other Board Employees shall be issued one (1) shirt daily which shall be signed for and returned at the end of the Employee's shift. Shirts will be given to A & B Board Employees at the beginning of the Employee's shift when they are first required to wear special clothing.

Note: Appendix "A" will include all A board Employees excluding full-time Employees of other display companies.

Shirts shall be correctly sized to fit the worker. Any alteration that is required to accommodate the fitting will be the responsibility of the Employer. No alteration of Employer uniforms may be performed by the Employee.

The Employer may supply appropriate jackets or vests to suit weather conditions.

Note: The Employer will make available round or V-neck shirts. If an Employee cannot physically tolerate a round or V-neck shirt, the Employer will make available to the Employee a golf shirt. In such a case, and where there is an obligation to issue shirts, the Employer will not be obligated to issue more than two (2) golf shirts per Employee.

ARTICLE 19 – SAFETY & HEALTH

19.01 RIGHT TO REFUSE

It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers Compensation Act, and any refusal on the part of an Employee to work in contravention of such regulations shall not be a breach of this Agreement. Further, no Employee will be discharged because they fail to work under unsafe conditions or because they insist on safe working conditions. Any refusal of an Employee to abide by Workers Compensation Board Regulations after being duly warned will be sufficient cause for dismissal.

19.02 SAFETY COMMITTEE

A Safety Committee will be established in accordance with Workers Compensation Board requirements. Safety meetings will be held once monthly during working hours and no Employee of the committee will suffer deduction in wages for the time spent on behalf of the Committee. The Employer may have fifty percent (50%) participation on this Committee.

19.03 DAY OF JURY COMPENSATION

An Employee having to cease work due to a compensable injury shall be paid by the Employer for the full shift (equal to Employees on that shift) on the day of the injury or to a maximum of seven and one-half (7 1/2) hours pay including all premiums.

19.04 FIRST AID TICKET

When an Employer requests the Employee to write an exam for a First Aid course, registration fees and time lost to write the exam shall be paid by the Employer upon successful completion. Employees who are required and requested by the Employer to renew their first aid ticket shall receive their straight time rate of pay upon successful completion of the two (2) week update course.

19.05 FIRST AID ATTENDANT

The Employer will make available a First Aid Attendant as required by the Workers Compensation Board mandatory requirements.

19.06 FIRST AID ATTENDANT PREMIUM

If a First Aid Attendant is a Bargaining Unit Employee with a Level II first-aid certificate they will receive a premium of one dollar (\$1.00) per hour.

19.07 UNSAFE ELEMENT

Employees found by the Employer and the steward to be under the influence of either alcohol, legal or illegal drugs, or the misuse of prescription drugs during working hours shall be immediately dismissed from the job site and suspended from work with all Employers for the next seven (7) available work days. Should the Employee have three (3) such suspensions within a consecutive twelve (12) month period the Employee shall be terminated by the Employer for cause.

Any damage caused by the Employee under the influence of either alcohol or drugs to the assets of the Employer, the facility, or any other Employer or person at the job site shall become the liability of the Employee.

19.08 WORKPLACE SAFETY

If an Employee sees a safety infraction or believes the work being performed is unsafe they will report such to their steward or safety committee Employees if available. The Steward or Safety committee Employee who is employed for the Employer where the infraction occurred shall bring it to the attention of the Employer to rectify the situation.

If an Employee, steward or safety committee Employee sees an infraction with another Employer who they are not employed with they shall report their findings to the steward or safety committee Employee who is employed with the Employer where the infraction is occurring.

If no steward or safety committee Employee is employed or available for the Employer where the infraction is occurring then the chief show steward or safety

committee member, if available, will bring the issue to the attention of the violating Employer to resolve.

19.09 PERSONAL PROTECTION EQUIPMENT

The Employer will provide sanitized hard hats and safety vests as required. An Employee may use their own providing they pass inspection and are in good condition. Steel toed footwear is mandatory.

ARTICLE 20 – UNION LABEL

20.01 UNION SHOP

It is hereby understood and agreed by the Employer and the Union that if an application is made for the Union Label it will be to the Secretary Treasurer of Unifor Local 1928. If the application is approved, and the Union Label is issued by the Unifor Local 1928 it is to be placed upon the Employer's products, it is understood and agreed that the Label shall remain the property of the Unifor Local 1928, and shall be at all times in the possession of a member of the Unifor Local 1928 and that said Union Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of the Unifor Local 1928. Use of said Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the Employer at any time at the discretion of Unifor Local 1928.

ARTICLE 21 – GRIEVANCE PROCEDURE

21.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

Any complaint, disagreement or difference of opinion between the parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance.

21.02 INFORMAL STEP

As an informal step, the Employee is encouraged to make an earnest effort to resolve the grievance directly with the supervisor to whom the Employee reports. At the Employee's option, the Employee may be accompanied by a Shop Steward.

21.03 STEP ONE

- (a) At this step, notice of the grievance, in writing, must be filed with the person designated by the Employer as its representative at Step One within fourteen (14) calendar days after (i) the occurrence of the events giving rise to the alleged grievance, or (ii) the date on which the Employee first has knowledge of the events giving rise to the alleged grievance.
- (b) The notice in writing shall clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated.

- (c) The Employer's representative must answer the grievance in writing within fourteen (14) calendar days by providing a response to the Steward and/or union representative.

21.04 STEP TWO

- (a) In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made between the Employee, the Steward and/or a Union representative and a person or persons designated by the Employer.
- (b) This step must be taken by notice in writing, within ten (10) calendar days of the date on which the written answer was delivered to the Steward and/or union representative in Step One.
- (c) The meeting under this step must take place within ten (10) calendar days of the notice to go to Step Two, unless the parties agree to extend the deadline for the meeting.
- (d) The Employer's representative must answer the grievance in writing within ten (10) calendar days of the meeting by providing a response to the Steward and/or the Union representative.

21.05 STEP THREE

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to mediation or arbitration by a single mediator or arbitrator. Referral of the dispute to arbitration must be done within 20 calendar days of the meeting in Step Two. The parties will attempt to agree on a mutually acceptable mediator or arbitrator as soon as possible, and failing agreement, either party may apply to the Collective Agreement Labour Relations Board for the appointment of a mediator or arbitrator.

21.06 UNION OR EMPLOYER GRIEVANCE

The Union may file suspension or discharge grievances and policy or general grievances, and the Employer may file grievances. Such grievances shall be filed at Step Two of the grievance procedure, and the grievance procedure shall apply with the necessary changes to any such grievances.

21.07 TIME LIMITS

A grievance or dispute shall commence and proceed through the Steps of the grievance procedure within the time limits provided; otherwise, it shall be deemed to be abandoned. The time limits may be extended by mutual consent of the parties.

21.08 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

- (a) The Union agrees that the President, Vice President or National Representative will deal with local grievances.

- (b) The Employer agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Employer, and to provide further written advice of changes made in the list from time to time.

21.09 ARBITRATION HEARING AND AWARD

- (a) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within fifteen (15) days and further encouraged to render a decision within thirty (30) days of the conclusion of the arbitration hearing.
- (b) In order to expedite the arbitration process, the parties may meet to identify the issue or issues and to prepare, in written form, a statement of facts which are not in dispute.
- (c) The parties recognize that they are bound by a decision of the arbitrator.

21.10 AUTHORITY OF THE ARBITRATOR

The parties to the arbitration recognize that the authority of the arbitrator is set out in Section 89 of the Labour Relations Code of British Columbia.

21.11 COST SHARING

Each party to the arbitration will be responsible for its own costs, and will share equally, the cost associated with the Arbitrator. If a grievance is advanced through the Labour Board, the cost associated shall be borne by the party submitting the application.

21.12 TECHNICAL ERROR OR OMISSION

No technical error or omission will render a grievance in-arbitrable.

21.13 SIGNING OF DOCUMENTS

Employees may refuse to sign any document presented to them by the Employer excluding documents related to payroll, union dues deductions, or policies and procedures. Whenever an Employee signs a document, they do so only to acknowledge that they have been notified accordingly.

12.14 SUNSET CLAUSE

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Disciplinary measures should be appropriate to their cause and to the principles of progressive discipline.

All reprimand notices or disciplinary measures will remain on the Employee file for twenty-four (24) months from the date of notice or reprimand. If a further infraction occurs within twenty-four (24) month period, the original and subsequent notices or reprimands will remain on the file until a further twenty-four (24) months period from the date of the most recent notice or reprimand.

ARTICLE 22 – CLASSIFICATIONS AND WAGES RATES

22.01 CLASSIFICATIONS

DISPLAY TECHNICIAN (JOURNEYPERSON) FULL-TIME AND PART-TIME

An Employee trained in the installation and dismantle of display and custom exhibits performing technical duties normally associated with the job or trade with little or no supervision.

Duties to Include:

- (a) Floor marking: Technical Layout
- (b) Rigging
- (c) Sign writer
- (d) Blueprint reading
- (e) Painter
- (f) Benchman
- (g) Reader
- (h) Boom lift operator*
- (i) Scissor lift*
- (j) Fork life operator*

The rates for the forklift, boom lift, and scissor lift will be paid only if the work is performed and there is a valid ticket on file.

Note: duties marked with () includes a premium of two dollars (\$2.00)

FREIGHT CHECKER

For the purpose of guidance, a freight checker is responsible for receiving all shipments, ensuring they are complete and undamaged, checking and signing off freight bills and hard cards (the usual paper work procedures) and directing freight to the proper booths for set up, and re-package and return such freight to the customer in the same manner.

A freight checker does not deal with billing procedures, invoicing, collections, or entering amounts into the system.

- (a) Custom exhibit installation and dismantle,
- (b) Sign hanging (where operating of machinery is required,
- (c) Hard wall system booth installation/dismantle (either single or multiple booth units)

In the event there are three (3) or less workers on a job site where there is not Foreperson or Lead hand designated, then the most senior full-time Employee or secondly the highest Board-Button Number Employee in accordance with the "Note" in Article 22.01(A) shall be designated as a Journeyman.

On a show day, in the event just one (1) Employee is left at the show performing Bargaining Unit work, the worker shall at such times receive the Journeyperson's rate of pay for the entire shift. If there is a supervisor present the Employee will be paid the Forman rate for the entire shift. (Article 18.08 b)

SHOW ASSISTANT

An Employee performing work of a specialized nature with a minimum of supervision.

Duties to include:

- (a) Floor marking: tape line puller
- (b) Display light installer
- (c) Carpet/heat seamer
- (d) Decorative material applicator

Portable and modular booth installation and dismantle (not requiring tools).

SHOW DECORATOR

An Employee performing duties and one who gives no direction to other Employees.

Duties to include:

- (a) Truck loading and unloading
- (b) Cleaning of exhibits
- (c) Cleaning of rental hardware
- (d) Rental stock and carpet
- (e) Drape hanging
- (f) Sign hanging
- (g) General warehouse work
- (h) Carpet laying
- (i) Drape folding
- (j) Table covering
- (k) Furniture handling
- (l) Crating and uncrating exhibit materials

Note: When any work becomes available that would cause an Employee to become elevated in classification, such work will be assigned first to full-time Employees based on shop seniority status and then to the highest Board-Button Number Employee who has the skills and ability to perform the work available.

Higher Board Employees that are added to subsequent shifts will not bump lower board Employees who were originally assigned.

- (a) If a senior higher board button number member is working at the shop on a day when a junior member is working on a jobsite receiving a higher rate of pay, the senior higher board button number member shall receive the same hourly rate (not overtime) as the lower board member is receiving on the show for that day, but only for as long as they works at the shop and the lower board member receives the higher rate on the job site. The monitoring of rates will be left to the Employer to ensure such rate adjustments.
- (b) However, if the Employer has offered to send the senior higher board button number member to a show site and the member has not accepted the offer, there will no rate protection
- (c) Rate determination (except as set out above) and seniority applies only within an individual show site or within the shop, and not from individual show site to individual show site.

LEAD HAND

A designated Display Technician (Journey person) responsible for a crew of three (3) to five (5) other workers. When a lead hand is required the Employer representative will designate the person to be lead hand when required. Lead hand will be assigned first to a full-time Employee based on Shop seniority status and then to the callboard Employees based on highest board status provided that the Employee has the skills and ability to perform the duties required. The lead hand will receive the appropriate premium until they are officially notified that they are relieved from their duties. Notwithstanding anything in this agreement or in the Letters of Understanding, a lead hand or foreperson shall not bump a lead hand or foreperson if that person has an exhibit or project to complete, or crew to lead.

FOREPERSON (JOBSITE)

A Display Technician (Journey person) assigned and/or designated by the Employer, responsible for a crew of five (5) or more. Full-time Employees by seniority will be first assigned to the position of Foreperson provided they have the skill and ability to perform the duties required. In the event they are unavailable, then the assignment of foreperson will go to callboard Employees based on highest board status at the discretion of the Employer, providing they have the skill and ability required. When a lead hand is required an Employer representative or the designated foreperson will designate the person of lead hand first to a full-time Employee based on Shop seniority status and then to callboard Employees based on the highest board status who have the skills and ability to perform the work required.

The foreperson will receive the appropriate premiums until they are officially notified that they are relieved from their duties.

The Employer representative will be consulted when available by the foreperson and/or the lead hand prior to any job assignments and/or possible layoffs.

No work shall commence until the positions of foreperson and lead hand, if required, are assigned. The foreperson shall verbally identify and designate the Employees to their respective duties and classifications.

Notwithstanding anything in this agreement or in the Letters of Understanding, a lead hand or foreman shall not bump a lead hand or foreperson if that person has an exhibit or project to complete, or crew to lead.

FOREPERSON (SHOP)

A Display Technician (journeyperson) responsible for a shop crew, one required in the shop unless only one person is left in the employ of the Employer, then they will receive the lead hand's rate of pay.

In the event that the signatory Employers wish to introduce a new or altered job resulting in a new classification, a meeting will be convened between the Union and the Employers to negotiate a classification, work duties, and wage rates. Recommendations for the inclusions of the duties will be requested from the training committee for their recommendations

DEFINITIONS

- (a) Full-time Employee: An Employee who has acquired seniority with an Employer and who works full-time from Monday to Friday inclusive seven and a half (7 ½) hours per day. The full-time Employee has been hired as a result of a job posting in accordance with Article 12.06 of the collective agreement.

All work performed on the site and in the shop shall at all times be paid at the Journeyperson's rate to the full-time Employees.

- (b) Full-time Callboard Employee: An Employee, other than a full-time Employee of the Employer, dispatched as needed from the A, B, C, callboard.
- (c) Auxiliary Worker: An Employee dispatched by the Union who is not a full-time callboard Employee of the industry. (D Board or lower) or any Employee undergoing a training program. Once completed the Employee must acquire one hundred (100) additional hours working in the industry. Once completed the Employee may apply for placement on the callboard. Auxiliary workers with less than one hundred (100) hours will only be entitled to overtime compensation after seven and a half (7 ½) hours of work at straight time. However, shift differential premiums will be payable for hours worked between 4:00 pm and 8:00 am on any day.

An Employee working at the auxiliary level will be paid the auxiliary rate until they move to the full-time callboard or has acquired a minimum of one hundred and seventy-five (175) hours in the industry. The Employee will provide proof of hours and companies worked for to the Union and the Union will fax to all Employers such acquired hours. Once the Employee has been placed on the C Board or finishes the one hundred and seventy-five (175) hours the applicable rate for work performed shall apply.

When the Employer has received written notification that the auxiliary worker has acquired a minimum of one hundred and seventy-five (175) hours in the industry, the Employer agrees to pay the auxiliary worker the applicable rate of pay excluding benefits for assigned work performed.

The dispatch form for auxiliary workers will indicate when the auxiliary worker has met the one hundred and seventy-five (175) hours requirement.

In the event that the worker has a TQ ticket or a Red Seal certification that the Employer has requested or utilizes the Display Technician (Journey person) rate will apply.

22.02 WAGES

Minimum wage rates shall be as follows:

Classification	Current	Jan 1, 2023	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026
Foreperson	\$38.86	\$40.41	\$41.62	\$42.87	\$44.58
Lead-Hand	\$36.47	\$37.93	\$39.07	\$40.24	\$41.85
Journey person	\$34.08	\$35.44	\$36.50	\$37.60	\$39.10
Assistant	\$31.67	\$32.94	\$33.93	\$34.95	\$36.35
Show Decorator	\$26.63	\$27.70	\$28.53	\$29.39	\$30.57
Auxiliary	\$21.69	\$22.56	\$23.24	\$23.94	\$24.90

Lead hand (Shop/Job Site): To receive an additional seven percent (7%) above Display Journey person’s rate.

Foreperson (Shop/job Site): To receive an additional fourteen percent (14%) above the Display Journey person’s rate.

Four percent (4%) in year one (1), retroactive for all Employees for all hours worked since the expiry of the Collective Agreement (December 31, 2022) three percent (3%) in 2024, three percent (3%) in 2025, and four percent (4%) in 2026.

Ten cents (\$0.10) per hour and per year increase on RRSP & Benefit Plans since the date of ratification base rates as outlined in Article 15.01.

22.03 OUT OF TOWN

All Local 1928 Employees of the Employer working outside the Greater Vancouver area as defined shall have transportation and living expenses incurred paid by the Employer. Daily per-diem will be paid in advance by cash at the commencement of the Employees first shift and will cover the number of days

that will be worked and traveled. When the Employer is providing transportation per-diem will be paid at the transportation site prior to traveling to the jobsite.

All Employees shall receive not less than fifty-six (\$56.00) dollars per day for food expenses without the presentation of receipts.

In the event Employees are sent out of town during the day where meal breaks have already been taken then such meal allowances shall be broken into:

Twelve dollars (\$12.00) for breakfast

Seventeen dollars (\$17.00) for lunch

Twenty-seven dollars (\$27.00) for supper

Note: If an Employee is sent out before the start of the work day, the entire fifty-six (\$56.00) dollars will apply. If the Employee is sent out at or before the lunch break, but after the start of work, then forty-four (\$44.00) dollars will be paid.

If an Employee is sent out before or after the dinner break but after the lunch break, then twenty-seven (\$27.00) dollars will be paid. When an Employee returns from an overnight call the following A.M., the allowance for breakfast and lunch must be paid. All other expenses must be accounted for by receipts when required by the Employer. It is understood that where an Employee travels to Abbotsford no such per-diem need be paid unless the Employee is required to stay overnight.

22.04 TRAVEL TIME

- (a) Travel time shall be paid at the straight time rate. Travel time will commence from the time leaving the Employer's shop or from the Employee's residence and will end at the place where work is to be performed and/or the designated place of lodging. The driver will be paid at the applicable rate.

The reverse procedure will take place on the return trip.

As a result of Article 18.09 whereby a callboard Employee may receive two (2) rates in a shift, it is agreed and understood that travel time rate shall be based on the applicable rate for the majority of hours worked between the two classifications.

(i.e. - An Employee performs work in a helper classification for three hours and then is transferred to assistant class for four and one-half (4 1/2) hours, based on the majority of actual hours worked they shall receive the assistant rate for the travel time to and from the job that day.)

- (b) In the event an Employee is required to work an extended period out-of-town and a layover is required on a Saturday or Sunday or both, the Employer agrees to pay the Employee a total of seven and one-half (7 1/2) hours at their straight time hourly rate for the forty-eight (48) hour layover period between Friday midnight and Sunday midnight inclusive, plus any and all accommodation and meal expenses as defined in Article

23.03. For any layover Monday through Friday inclusive, an Employee shall be paid seven and one-half (7 1/2) hours pay at their regular straight time hourly rate for any twenty-four-hour period. Accommodation and meal expenses as defined in Article 22.03 will be paid by the Employer.

Notwithstanding the above any Employee who exceeds twelve (12) consecutive hours of work including any travelling hours shall receive one and one-half (1 1/2) their regular rate of pay as a travel premium, or they shall have the option by mutual agreement of Employee and Employer to stay overnight before travelling back from an out of town job site.

- (i) Area defined: The Greater Vancouver area will be defined as the area extending to the exterior boundaries of West Vancouver, North Vancouver, University area, Richmond, Delta, White Rock, Coquitlam, Port Coquitlam, Maple Ridge, Langley, and including Surrey. All other areas outside the Greater Vancouver area will be considered as out-of-town for determining the out of town provision covered by this collective agreement.
 - (ii) Fare Paid: There shall be no deduction from an Employee's wages for transportation or meals while travelling. In the case of an Employee quitting when having been on an out-of-town job more than fifteen (15) calendar days but less than thirty (30) calendar days, return transportation and travel time need not be paid by the Employer
 - (iii) Transportation: All workers required out of town shall have a safe comfortable class of transportation that is the most practical and convenient method of travel supplied by the Employer. In order to ensure the comfort of the Employees the Employer will have one (1) less person than capacity allows in the passenger vans. Such travel in an Employer supplied vehicle shall be designated non-smoking for the comfort of all workers travelling. The vehicle shall stop for all necessary breaks to allow Employees who wish to smoke to do so during their breaks. Each van shall have a first aid kit supplied by the Employer and the driver will adhere to all transport and highway laws.
- (c) In the event that an Employee is requested to use their own vehicle to travel to the jobsite out of town they shall be paid a mileage allowance. If by mutual agreement the Employees choose to car pool, then only the Employees using their vehicle will be paid a mileage allowance.
- (i) Mileage: Whenever any Employee is requested to use their automobile to transport themselves to an out of town job site from the shop and return, or from job to job, they shall be paid mileage at the rate of fifty-four cents (\$0.54) per kilometer for each kilometre traveled effective July 1, 2014. For clarity, if an Employee continues their shift at a different show site the Employer will pay mileage from the first show site to the second show site.

- (ii) Parking: The Employer will arrange for free parking for all Employees on all job sites when needed. When an Employee presents more than one (1) parking receipt on a particular day, the Employer agrees to pay only the most recent parking receipt on that day. The Employee agrees to attach the balance of the receipts to the time cards and will be reimbursed for parking when such time cards are due for payment. If the Employee consents parking may be on the Employee's pay cheque.

The Employee may park their automobile in a parking lot of their choice during the life of this Agreement, but if there is a cheaper parking lot of comparable security and lower frequency of theft and vandalism within reasonable walking distance, the Employee will park in the cheaper lot.

ARTICLE 23 – DURATION

23.01 DURATION OF AGREEMENT

This Agreement shall be for the period January 1, 2023 to December 31, 2026 and from year to year thereafter subject to the right of either party to the agreement within four (4) months immediately preceding the date of expiry of this agreement, by written notice, to require the other party to commence collective bargaining.

Should either party to this agreement give written notice to the other party to commence collective bargaining, or such notice be deemed to have been given pursuant to the Labour Relations Code, this Agreement shall thereafter continue in full force and effect, and neither party shall make any changes in the terms of this Agreement, or increase, or decrease the rate of pay of any Employee or alter any other term or condition of employment of any Employee, for whom collective bargaining is being conducted until:

- (a) A renewal or revision of this agreement is reached; or
- (b) A new collective Agreement is concluded; or
- (c) The Union engages in a lawful strike; or
- (d) The Employer engages in a lawful lockout.

23.02 EXCLUSION OF LABOUR CODE

The parties agree to exclude the operation of section 50(2) of the Labour Relations Code of British Columbia

ARTICLE 24 – SAVING CLAUSE

24.01 INTENT

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation enter into immediate collective bargaining negotiations upon request of either

party both shall for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

LETTER OF UNDERSTANDING #1

Between

Levy Show Service Inc.

And

Unifor Local 1928

RE: OUT OF TOWN WORK

It is understood and agreed that any work performed on Vancouver Island or north of Hope may be done by Unifor Locals affiliated with jurisdiction in that area under the following conditions.

- (1) That all Forepersons required will be Local 1928 Employees either dispatched from the hall or sent from the shop.
- (2) In the event more than one Employee is sent out then the second Employee will be the Local 1928 show steward.
- (3) The wage rate for all "E" Board Employees Dispatched from the Local Union in the Area will be paid at the show helpers' rate. All shift and overtime premiums shall apply to the show helper's rate.

The Health and Welfare base contribution and RRSP contribution shall be paid directly to the Employee on their regular pay cheque.

Employment Standards provisions will apply to vacation pay entitlement.

LETTER OF UNDERSTANDING #3

Between

Levy Show Service Inc.

And

Unifor Local 1928

RE: BOARD SENIORITY

The Union sub-committee Employees are prepared to agree to the following interpretation and application of board seniority in the following areas. It is understood that Board Seniority applies to A, B, & C Board Employees by Button number and the Employee having the skill and ability to perform the work available.

CONTINUITY/BUMPING RIGHTS

Notwithstanding the collective agreement or any letters of understanding the following shall apply for the duration of the collective agreement.

Currently Journeypersons (JP) work is assigned by seniority, highest button number, skill and ability.

On client monitored exhibits/displays, in the event a senior Employee has completed the exhibit/display and there is no other additional Journeyperson work available they will not bump a lower board Journeyperson Employee engaged on an exhibit display.

However, if there are assistants employed on the exhibit display where the junior Employees are working, or on site, then the senior Employee will be given the opportunity to bump.

The Client must be in attendance for the majority of the install/dismantle.

BOARD SENIORITY APPLIED PER SHIFT PER DAY

In the event the Employer has two (2) or more shifts, it is possible that at the completion of the first shift, they could be laid off after four (4) hours and the second shift that starts their shift at the end of the first shift or overlaps hours will work the remainder of their shift. Board Seniority will apply among the Employees on each shift to determine layoff order. The Employer will attempt to ensure that the highest Board numbered Employees are assigned to the longer shifts (not including unscheduled overtime).

EXTENSION OF WORK HOURS DURING A LAYOFF

If for reasons beyond the control of the Employer a client requests an unexpected extension of work the following day and the higher Board Employees have been laid off earlier when they completed their shift, every effort will be made by the Employer to call back the senior Employees with the skill and qualifications to perform the work, immediately upon becoming aware of the request.

Example:

A22 and A25 are working the 8:00 a.m. to 4:00 p.m. shift and at 4:00 p.m. they are laid off. The second and final shift to the set-up comes in at 4:00 p.m. to start. At 10:00 p.m. the Employer is informed by the client that they are required to supply two (2) Employees at 7:00 a.m. for an extension of work. The only Employees they have on site with the qualifications are A40 & A45. In this scenario, the Employer is obliged to call back the most senior required number of the highest Board Button Number Employees to complete the work the following morning.

In the event the Employer in consultation with the Steward, is unable to contact and recall the senior Employees, they may then utilize the required number of Highest Board Button Number Employees on that shift for work the following day, provided they have the skills and ability to perform the work. This extension of work will not exceed seven and a half (7 1/2) hours. The Employer will assess the hours of work by no later than four (4) hours after the shift has commenced.

If work is still required past the seven and a half (7 1/2) hours or more work is required the next day, the Employer must notify the union hall to replace the junior Employees kept. If the union hall cannot be contacted, the Employer must notify and call back the highest Board Button Number Employee previously laid off. The Show Steward should be consulted throughout this procedure and will assist in the recall.

SPECIAL ASSIGNMENTS

In the event the Employer assigns Employees to erect or dismantle a special or custom exhibit and has previously notified the union (or subsequently notified the union if the Employer has just been awarded the job) then these Employees assigned shall be kept on regardless of their Board Button Number for the duration of the project. The special assignment will be assigned to the highest Board Button Number Employees available on that site who have the skills and ability perform such work.

At the completion of the special assignments such Employees shall be laid off and shall not perform any work during the run of the show (unless the Board Status and Button number would have entitled them to stay on regardless). If the Employee is a junior Employee but has been protected by the special assignment, the Employer will notify the Union hall and place an order for such service work.

Pre-arrangements shall be made for special assignments with the Union hall at the time the manpower order is placed, from the total number of Employees required, unless the Employer is unaware of such projects. In this event the Employer shall consult with the Show Steward and provide the steward with a list of names of the special assignment crew according to highest board numbered Employee from those who are dispatched and who have the qualifications to perform such work.

An Example of the Special Assignment would be:

A14 finishes their work on one (1) site and is transferred to another site, where a special assignment crew is erecting an exhibit. B21, 22, and 23 are working on the Special Assignment. The work is coming to an end and a reduction in the work force is necessary. In this scenario, A14 would be laid off and this special assignment provision will supersede Article 12.03 (Standard Layoff Procedures).

The intent is that once the special assignments have been made based on Board Status Button number, and skill and qualifications requirement, from the Employees on site then the journeypersons shall be protected from layoff until the erection or dismantle of the special or custom exhibitor has been completed.

All other applications of Board Seniority shall apply for the duration of the collective agreement.

This Letter of Understanding will become part of the collective agreement and will expire in conjunction with the agreement date. If during the term of this Letter there is a necessity to meet to discuss other problems, both parties will agree to meet and discuss any problems that may arise. Failing to come to a resolve either party may refer any related problems to the Arbitration procedure in the collective agreement.

LETTER OF UNDERSTANDING #4

Between

Levy Show Service Inc.

And

Unifor Local 1928

RE: ORGANIZING PROGRAM

It is understood that the intent of this Letter of Understanding is for the purpose of maintaining current display contracts and to pursue new client display contracts. The parties recognize that in order to directly comply with non-union display companies in the industry the following articles may be amended in order to enable the signatory Employer to successfully win contracts that have been lost, or contracts which were never awarded to signatory companies in the past.

This program will consist of a number of commitments by both the Employers and the Union to achieve this goal.

EMPLOYER COMMITMENT

- (a) Each signatory Employer to this agreement agrees that at no time will the Employer rent, lease, sell and buy back, drape material, drape uprights, reaches, (rods), base plates, hard wall systems, Octanorm System or Alusett System, lighting or electrical equipment, forklift services, tables, chairs, bulk aisle or booth carpet (floor covering) , signs or sign holders, etc. to or from any non-signatory display Employer, unless the signatory Employers do not have products available.

It is understood that product rentals from signatory companies must have seventy-two (72) hours to provide same. In the event a signatory Employer cannot provide rental products, then the signatory Employer requiring products may acquire products from any available source. The Employer requiring products shall notify the Union by phone or fax of their attempts to secure rental products if unsuccessful.

- (b) A signatory Employer shall notify the Union in advance of a bid on a new display contract and the name of the non-union display Employer they are competing against.
- (c) The companies agree to meet with the Union on an ongoing basis to monitor the achievement on this program

UNION COMMITMENT

- (a) The Union will agree to adjusting certain rates or benefits within this contract to enable the Employer to lower their bid price in an attempt to ensure a display contract when competing directly against a non-union display Employer. These adjusted rates may include the following:
- (i) Mileage reimbursement.

- (ii) Travel Time rates.
 - (iii) Parking reimbursements
 - (iv) Overtime premiums
 - (v) Hourly wage rates
 - (vi) And or other benefits mutually agreed to by the parties.
- (b) It is understood the Union will have the right to amend any one (1) or all the above terms and conditions it deems necessary if it benefits our Employees and the industry.
- (c) The Union covenants and agrees that any information provided by a signatory Employer as covered in this Letter of Understanding shall be held in strictest confidence by the Union, and shall not be used in any manner other than for the purpose described in Employer Commitment, Paragraph B of this Letter of Understanding.

When such enabling agreements are in effect on specific targeted projects the Employees dispatched to such sites will be informed of the agreement in place. Each Employee will have the right to refuse the dispatch where such agreements are made

This Letter of Understanding will be in effect for the duration of the agreement.

If both parties agree to extend this time period a letter of extension must be mutually agreeable. If either party does not agree to an extension then this Letter of Understanding will terminate upon the Expiry date.

LETTER OF UNDERSTANDING #5

Between

Levy Show Service Inc.

And

Unifor Local 1928

RE: PARKING

This Letter of Understanding replaces the first paragraph entitled "Parking" of Article 22.03(B) of the collective agreement. The second paragraph remains.

The Employer will pay for parking for all Employees on all job sites.

In order to be reimbursed for an authorized parking expense, the Employee must submit the parking receipt to the Employer by the later of:

- (a) two (2) weeks from the date the parking expense was incurred; OR
- (b) the shift immediately following the date of the receipt.

The Employee may submit a parking receipt in person, by email, mail, or fax. The Employer will reimburse the Employee as part of the normal payroll.

With respect to parking reimbursement, an Employee may attach any parking receipts to their time card within the time periods specified above and the Employer will reimburse the Employee as part of the normal payroll.

This Letter of Understanding will be in effect for the term of the Collective Agreement.

If both parties agree to extend this time period a letter of extension must be mutually agreeable. If either party does not agree to an extension then this Letter of Understanding will terminate upon the expiry date.

LETTER OF UNDERSTANDING #6

Between

Levy Show Service Inc.

And

Unifor Local 1928

RE: FREIGHT CHECKER POSITION

- (a) The Employer agrees that the position of “freight checker” will be included in the Bargaining Unit and inserted into the Journeyman classification. The rate of lead hand or Foreperson will depend on the number of show helpers they are directing.
- (b) When the Employer agrees with the client to perform the function of freight checking of Exhibitors display materials, the Employer will use Unifor Local 1928 members to perform the required function.

LETTER OF UNDERSTANDING #7

Between

Levy Show Service Inc.

And

Unifor Local 1928

RE: PENALTIES FOR DELINQUENT REMITTANCES

The following penalties have been removed for the collective agreement under Articles 6 Dues, 15 Health and Welfare, & 16 RRSP's and amalgamated into this Letter of Understanding.

Penalties for delinquent payment of contributions and/or deductions:

A twelve percent (12%) penalty will be levied on the outstanding amount of unpaid remittances under Articles 6 Dues, 15 Health and Welfare, & 16 RRSP's. The original amount plus the penalty will be due and payable no later than one (1) week after notification from the Union has been served as set out in A & B below:

- (a) The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency.
- (b) If the Employer fails to respond within forty-eight (48) hours of receipt of notification exclusive of Saturday, Sunday and statutory holidays, the Union shall require and receive a twelve (12%) penalty percent of the amount of the late payment.

Failing a resolution as set out above, the Union reserves the right to withdraw its members from the shop or job sites for failure to pay outstanding remittances.

LETTER OF UNDERSTANDING #8

Between

Levy Show Service Inc.

And

Unifor Local 1928

RE: DISPATCHERS

The parties agree that Levy Show Service Inc. (the Employer) shall, from the date of ratification, cover the wages of a dispatcher. The rate of pay for the dispatcher shall be that of a Journeyperson.

The dispatcher shall be required to submit their timecards to the Employer.

Furthermore, it is understood that the focus of the dispatcher will be to fill the labour order of the Employer. Any questions or comments regarding Labour Relations or Union enquiries shall be deferred to Local 1928 Representatives.

Note: The position of dispatcher shall be posted and awarded as outlined in Article 13.06 Job Postings.

LETTER OF UNDERSTANDING #9

Between

Levy Show Service Inc.

And

Unifor Local 1928

RE: CALL BOARD EMPLOYEES OF LEVY SHOW SERVICE INC.

Levy Show Service Inc. and Unifor Local 1928 recognize that throughout the current collective agreement there are references to the Employer and to the Union. In addition, throughout the agreement there are references to Employees.

Levy Show Service Inc. understands that in the next round of negotiations the intent of Unifor local 1928 is to define the type of employment for the callboard.

SIGNATORY PAGE

For the Company

For the Union

Daisy Aldaba

Gavin Davies,
Unifor National Representative

Elvi Keough

Bill Young,
Local 1928 President

Taylor Hocking

Rick Logan,
Financial Secretary