

**COLLECTIVE AGREEMENT**

**BETWEEN**

**Calgary Exhibition and Stampede Limited**  
**(Hereinafter referred to as the “Company”)**

**AND**

**International Association of Machinists and Aerospace Workers Local Lodge # 99**  
**(Hereinafter referred to as the “Union”)**

**Expires: September 30, 2014**

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This AGREEMENT made this \_\_\_\_ day of March, 2014

Between

**Calgary Exhibition and Stampede Limited**  
**(hereinafter referred to as the “Company”)**

and

**International Association of Machinists and Aerospace Workers Local Lodge # 99**  
**(hereinafter referred to as the “Union”)**

## **PREAMBLE**

THIS AGREEMENT effected by and between Calgary Exhibition & Stampede Limited, hereinafter designated as the "Company" and Local Lodge 99 of the International Association Of Machinists And Aerospace Workers, hereinafter designated as the "Union" constitutes the mutual agreement between the parties governing wages, hours and working conditions, as referred to in Alberta Labour Relations Board Certificate No. 105-2010 dated April 8, 2010.

All Parties to this Agreement are committed to the delivery of efficient operations and maintenance services as the means to achieve the corporate goals and provide continuing security to employees and the Employer.

The purpose of this Agreement is to establish and maintain a sound relationship among the Employer, bargaining unit employees and the Union.

It is recognized that the Calgary Exhibition and Stampede Limited operates twenty-four (24) hours per day, seven days per week.

## **ARTICLE 1 – INTERPRETATION AND EXTENT OF AGREEMENT**

- 1.01 In the event that any word, phrase, sentence, Section or Article of this Agreement is declared invalid by reason of any existing or subsequently enacted legislation or decreed by any court of competent jurisdiction, only such word, phrase, sentence, Section or Article, shall be affected, and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 1.02 In all areas where the language in this Agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.
- 1.03 The provisions of this Agreement constitute the entire agreement between the Company and the Union and all prior agreements between the parties, either oral or written, are hereby cancelled. The provisions of this Agreement may be changed only by mutual agreement between the parties reduced to writing and signed by authorized representatives of the parties.

## ARTICLE 2 – RECOGNITION

- 2.01 Pursuant to ALBERTA LABOUR RELATIONS BOARD CERTIFICATE NO. 105-2010 dated April 8, 2010 the Company recognizes the Union as the sole agent with respect to wages, hours and working conditions for bargaining unit employees covered by this Agreement. The term bargaining unit employees as used in this Agreement shall mean and include:  
*All employees in Park Maintenance except office, clerical and those represented by Certificates No. 546-91, 925-90 and 256-2001 of the Company employed at Calgary, Alberta.*
- 2.02 Bargaining unit employees are those employees who have been hired by the Company and have completed seven (7) calendar weeks of employment following the first shift worked.
- 2.03 The Company will deduct monthly union dues from the wages of each employee who provides written authorization to the Company for such dues deductions. The Company will remit these dues to the Financial Secretary of the Union by the 15th of the following month. The Union will advise the Company in writing as to the required amount of dues and changes to dues that must be deducted.
- 2.04 The Company recognizes the right of the Union to designate two (2) Shop Stewards and one (1) alternate from among the bargaining unit employees. The Union recognizes that Shop Stewards are working employees, and are expected to be as productive as any other employee covered by this Agreement, and that they shall obtain their supervisor's permission before leaving their job. The activities of a Shop Steward shall be limited to regular working hours and shall not exceed the investigation and presentation of grievances to the designated Company representative in accordance with the provisions of this Collective Bargaining Agreement. Stewards will be allowed a reasonable amount of time, without loss of pay, upon receiving management's approval, to discuss issues or present grievances to the Employer.
- 2.05 The Union shall designate in writing and the Company shall recognize up to three (3) employees from the bargaining unit who will constitute a Negotiation Committee. The function of the Committee is to meet with designated Company representatives to negotiate amendments to, or renewal of, this Collective Agreement.
- 2.06 Employees will be approved for leave of absence for union business where such absence does not interfere with the Company's operation. The Union shall pay the employee's wages during such approved leave. Requests for such leave shall not be unreasonably denied.
- 2.07 A Supervisor will, during working hours introduce each new bargaining unit employee to the Shop Steward of the department involved at a time convenient to the Company within three (3) working days after completion of the period laid out in 2.02.
- 2.08 The Union agrees to supply the Park Maintenance Manager with a list, in writing of the names of the Shop Stewards and will keep such a list up to date at all times.

- 2.09 Neither the Employer nor the Union or its members will discriminate in any manner against any employee because of support or non-support of the Union.
- 2.10 Should there be a requirement to conduct union business on Employer time or Employer property, the Union shall obtain prior permission from the department manager or his/her designate.
- 2.11 If the Union Business Representative requires access to the Employer premises to attend to matters arising from the Collective Agreement, he shall contact the department manager or his designate for permission.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the working force, including but not limited to the following:
  - (a) The right to maintain order, discipline and efficiency, formulate and enforce rules and regulations, policies and practices to be observed by employees; the right to change and abolish rules and practices; the right to discipline, suspend, and discharge employees for cause. Rules, regulations and policies shall be posted electronically.
  - (b) The right to direct, select, hire, transfer, assign to jobs and shifts, promote, demote, classify, layoff, and recall employees subject to the provisions of this Agreement.
  - (c) The sole and exclusive right and jurisdiction over all operations, buildings, machinery, equipment and employees shall be vested in the Employer, including the right to determine location of operations and the expansion, curtailment or discontinuation of operations, the right to schedule operations and to direct overtime, the right to determine methods, processes and means of production, job content and quality and quantity standards, the right to contract work, the right to engage volunteers, use improved methods, machinery and equipment; the right to decide on the number of employees needed by the Employer at any time, the number of hours and days to be worked and starting and quitting times;

Notwithstanding the foregoing, the Employer retains all rights not expressly limited by the terms of this Agreement.

### **ARTICLE 4 – EMPLOYMENT**

- 4.01 **Vacant positions** - The Company will post vacant positions and also send copies of the postings to the Union office. Successful applicants must have the qualifications, ability and aptitude to meet the requirements of the position.

Preference will be given to internal applicants. Where the Company determines that two or more applicants have equal and necessary qualifications, ability and aptitude to meet

the requirements of the position, completed years of service shall determine the successful applicant.

External applicants will be considered where, in the Company's opinion, there are no qualified or suitable internal candidates.

The position may be filled on a temporary basis to meet operational need at the Company's discretion.

- 4.02 **Employee Address** - Employees shall notify the Company and the Union of their proper post office address, email address and telephone number. Any changes to this information shall be provided to the Company and Union immediately. The Company shall be entitled to rely upon the addresses and telephone numbers shown in its records.
- 4.03 **Employee List** - The Company shall maintain an up to date list of all employees covered by this Agreement, showing the most recent date that each commenced his/her employment with the Company. A copy of this list shall be made available to each Shop Steward.
- 4.05 **Reporting Injuries** - All work related injuries must be reported.

An employee suffering an injury at work, must seek appropriate medical attention as required and report to the Supervisor or as soon thereafter as possible. Employees returning to work after a work related injury shall also report his Supervisor. If such injury is approved by Workers' Compensation, the employee will be entitled to payment at his regular rate for the full shift on the day of the accident .

- 4.06 **Safety Boot Allowance** The Company shall reimburse each employee to a maximum of one hundred (\$100) dollars per calendar year for the purchase of CSA approved safety boots. Employees must provide proof of purchase in the form of an original receipt in order to receive reimbursement. New hires will be provided reimbursement upon successful completion of the probationary period.

In the interest of avoiding injuries, it is mandatory that safety boots be worn by each employee while at work.

- 4.07 **Biweekly Wage And Salary Payment**  
As of the pay date, April 15, 2011 all wages and salary will be paid biweekly.
- 4.08 **Dress Code** - All employees will be issued appropriate Company uniforms based on duties and working conditions. All uniforms are the property of the Company and will be replaced if worn out or damaged in the course of normal Company duties.

Employees will have the option to wear western or work style jeans (blue or black) during the ten days of Stampede. Employees are responsible for any damage to, or replacement of personal clothing.

When coveralls become soiled with materials that require environmental cleaning, arrangements will be made for cleaning at the Company's expense.

#### **ARTICLE 5 – EMPLOYEE DISCIPLINE**

- 5.01 The Company and all employees are bound by Company Discipline policy #PS- 003.
- 5.02 When the Company becomes aware of a circumstance that may warrant discipline, it shall investigate and take any disciplinary action within twenty (20) working days or such longer period as agreed between the Employer and the Union.
- 5.03 Where a written warning or more severe discipline is contemplated, the employee being disciplined in accordance with Company policy shall be advised in advance and shall have the right to have a shop steward present.

#### **ARTICLE 6 – NO STRIKES AND LOCKOUTS**

- 6.01 During the life of this Agreement the Company agrees there shall be no lockouts, and the Union agrees that it will not cause or permit its members to cause or take part in any strike, picketing, slow-down or stoppage of work on behalf of this bargaining unit.
- 6.02 Due to the nature of the business conducted by the Stampede, strikes or picket lines by other unions shall not be cause for employees to be unable to perform their duties and employees covered by this agreement will not refuse to cross a picket line.

#### **ARTICLE 7 – GRIEVANCE PROCEDURE**

- 7.01 Any difference concerning the interpretation, application, administration or alleged violation of this Agreement shall be handled in the following manner:

##### **Step 1**

An employee who believes there is a difference shall meet with his/her steward, and then the Supervisor to discuss and attempt to resolve the difference within five (5) working days of the occurrence.

##### **Step 2**

If the difference is not settled in Step 1, the difference shall, with the assistance of a shop steward, be submitted in writing to the Park Maintenance Manager or her designate within five (5) working days. The grievance shall contain the following information:

- a) A summary of the circumstances giving rise to the grievance;
- b) The clauses of the Collective Agreement that are alleged to have been breached;  
and
- c) The particulars of the remedy sought.

The Park Maintenance Manager has ten (10) working days after being notified in Step 2, to endeavour to resolve the grievance and shall render a decision in writing.

### **Step 3**

If the grievance is not settled in Step 2, the grievance shall be submitted to the Park Maintenance Manager or his designate and the Business Agent within five (5) working days of receiving the Company's answer in step 2. The Park Operations Manager or his designate and the Business Agent shall meet or set a meeting date within five (5) working days of receiving the written submission. The Director, Park and Facility Services has ten (10) working days to render a decision in writing following the meeting in step 3.

- 7.02 The Union or the Employer may file a policy grievance in appropriate circumstances. A policy grievance is defined as a difference concerning the interpretation or application of this Agreement which seeks to enforce an obligation by the Employer to the Union or the Union to the Employer. A policy grievance shall not be brought with respect to matters capable of being filed as individual grievances or in respect of remedies or relief that affect individual employees. A policy grievance shall be initiated in writing at Step 3 of the grievance procedure within twenty-one (21) calendar days of notice of the act causing the grievance.
- 7.03 Time limits at any step of the procedure are mandatory and may only be extended by mutual agreement in writing between the parties. Should the employee or the Union fail to adhere to any time limit under this Article, the grievance shall be deemed abandoned. Should the Employer fail to adhere to any time limit under this article, the grievance shall move to the next step up to and including Arbitration.

### **ARTICLE 8 – ARBITRATION**

- 8.01 Notice of desire to appeal the Step 3 grievance reply to arbitration shall be given within thirty (30) calendar days of the decision.
- 8.02 Only matters which come within the specified definition of a grievance as set forth in Article 7 and which have been processed through the regular grievance procedure in a timely manner shall be considered. The parties shall promptly attempt to select an impartial arbitrator by mutual agreement within ten (10) working days from the date of notice of appeal to arbitration. In the event the Company and the Union cannot agree on an arbitrator, the Director of Mediation Services for the Province of Alberta shall be requested to appoint an arbitrator.
- 8.03 The sole function of the arbitrator shall be to interpret this Agreement and to determine whether the Company or the Union is failing to abide by the provisions of this Agreement, and the arbitrator shall not have any authority to change, amend, modify, supplement or otherwise alter in any respect whatsoever, the Agreement or any part thereof. If, after considering the matter, the arbitrator concludes that the matter presented for arbitration is not covered by this Agreement or is not arbitral, he shall so state.
- 8.04 The fees and expenses incurred by the arbitrator and cost of the hearing room shall be borne equally by the parties. The respective parties shall assume all expenses associated with the preparation and presentation of their cases including a transcript of the hearing if one is



requested.

- 8.05 A decision of the Arbitrator shall be final and binding on both parties subject to the provisions of the *Alberta Labour Relations Code*.

## **ARTICLE 9 – HOURS OF WORK AND OVERTIME**

- 9.01 This Article defines the normal hours of work and provides the basis for calculating overtime. It shall not be construed as a guarantee of hours of work per week, or of days of work per week or as a restriction on the scheduling of a longer or shorter work week or work day whenever, in the opinion of the Company, this is required for business reasons.
- 9.02 a) The normal work week for regular full time employees will consist of forty (40) hours to be worked in a manner to best meet the Company's operational commitments. The normal work week for regular part time and casual employees may consist of up to forty-four (44) hours to be worked in a manner to best meet the Company's operational commitments. A working day may consist of up to twelve (12) hours. These hours shall be exclusive of an unpaid meal break of thirty (30) minutes and include two (2) fifteen (15) minute paid rest breaks where the working hours are equal to or greater than eight (8) hours in a day. Days of work may include any of the days in a week depending on the Employer's operational requirements.
- b) Limited Term workers are recognized as a requirement to meet the needs of the business. However, the number of hours of work in a day offered to a Limited Term worker in a specific classification will not exceed the number of hours of work in a day offered to a part time employee in the same classification, unless the hours of work that exceed the part time employee's normal hours are refused by the part time employee.
- 9.03 a) Where possible, regular hours of work shall be scheduled between 7:00 a.m. to 5:30 p.m. Monday to Friday inclusive, except where otherwise scheduled to meet the Company's operational commitments. The Company will schedule employees two (2) consecutive days off per week, averaged over a two (2) week cycle except during the period described by the two weeks preceding the annual Stampede, the annual Stampede and one week following the annual fair or by mutual agreement of the parties.
- b) The Company shall give employees seventy-two (72) hours notice prior to changing the employee's work schedule and twenty-four (24) hours notice if the changed work schedule is due to an event cancellation or a change to an event that is beyond the control of the Company.
- 9.04 In emergent circumstances, employees may be called to work at times other than their normal working hours and will be paid an amount at least equal to three (3) hours at the applicable rate of pay.
- 9.05 The Stampede agrees to distribute overtime as evenly as possible among the employees.

- (a) All full time employees shall be paid overtime pay of one and one half (1 ½) times the regular rate of pay for hours worked prior to or after the regular day's work, Saturdays, Sundays and General Holidays included.
- (b) To be eligible for overtime pay, full time employees must work in excess of eight (8) hours in a day or the compressed work week daily hours or forty (40) hours in a week.
- (c) To be eligible for overtime pay, part time employees must work in excess of eight (8) hours in a day or the compressed work week daily hours or forty-four (44) hours in a week.
- (d) Overtime compensation is non-pensionable.

**ARTICLE 10 – PROBATIONARY EMPLOYEES**

- 10.01 Employees shall be considered probationary during the first ninety (90) consecutive calendar days to determine suitability for continued employment. Any absence during the probationary period shall extend the probationary period by the length of the absence. Employment during the probationary period may be terminated at the discretion of the Employer and such termination shall not be subject in any manner to the grievance or arbitration procedure.
- 10.02 Employees who have complied with clause 2.03 and have completed the period laid out in 2.02 shall have their dues deducted by the Company and then submitted to the Union office as per clause 2.03.
- 10.03 Upon successful completion of the probationary period, the original date of hire shall apply.

**ARTICLE 11 – GENERAL HOLIDAYS**

- 11.01 Employees covered by the terms of this agreement shall be entitled to the following general holidays with pay at their current rate provided they meet the conditions specified in the *Alberta Employment Standards Code*:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

- 11.02 Civic Holiday and Boxing Day are Calgary Stampede designated general holidays for regular full time employees.
- 11.03 Where a general holiday falls on a day that the regular full time employee would not have been working as part of their normal schedule the employee will receive a paid day off in lieu of the holiday to be taken at another time, based on operational requirements.

11.04 Regular part time employees will receive the general holiday on the day of the general holiday or a paid day off in lieu of the holiday provided they have worked a minimum of five (5) of the nine (9) specified days preceding the general holiday to be taken at another time, based on operational requirements.

11.05 To be eligible for a paid holiday, a regular part time employee must work their last scheduled shift prior to the holiday and their first scheduled shift after the holiday concerned.

11.06 When a holiday falls within a regular full time employee's scheduled vacation he shall receive the general holiday pay for the holiday and one day added to his vacation entitlement.

**ARTICLE 12 – VACATION**

12.01 **Regular Full Time Employees** covered by the terms of this agreement shall be entitled to the following vacations with pay at their current rate based on completed years of service and the following schedule:

<u>Completed Full Time Service</u>	<u>Vacation Entitlement</u>	<u>Hours Of Vacation</u>
Less than one (1) year	1 ¼ days per month	
1 year	3 weeks	120
5 years	4 weeks	160
15 years	5 weeks	200
25 years	6 weeks	240

12.02 Vacation time will be scheduled by mutual agreement between employees and their manager, giving consideration to the business needs of the department and the Calgary Stampede. All vacation approval will be communicated by March 1<sup>st</sup>. On occasion, management may be required to schedule alternate vacation days due to business requirements of the department subject to the provisions of this article.

12.03 Where approved by the manager, vacation may be taken in one continuous period during the year except during the period described by the two weeks preceding the annual fair, the annual fair and one week following the annual fair.

12.04 Vacation entitlement for full time employees working a compressed work week will be calculated and deducted on an hourly basis for each vacation day taken.

12.05 An employee’s approved scheduled vacation period shall not be changed by the Company within the one month period immediately preceding the start of the vacation period without the consent of the employee concerned, except in the case of an emergency.

12.06 **Regular Part Time Employees** covered by the terms of this agreement shall be entitled to the following vacation pay at their current rate based on completed years of service and the following schedule:

<b><u>Completed Years of Service</u></b>	<b><u>Vacation Percentage</u></b>
0 to 2 years	4%
3 to 6 years	6%
7 to 15 years	8%
16 to 25 years	10%
26 or more years	12%

**ARTICLE 13 – GROUP INSURANCE**

13.01 **Full Time Employees** - The Company shall administer the following group insurance plans according to the Company Policy and plan documents as amended by the carrier from time to time and shall contribute to the benefit premiums as indicated for regular full time employees:

<b>----- Premium Costs -----</b>		
<b>Benefit</b>	<b>Employer</b>	<b>Employee</b>
a) Life Insurance	100% of 2010 rate	-
b) Dependent Life	100% of 2010 rate	-
c) Accidental Death And Dismemberment (AD&D)	100% of 2010 rate	-
d) Short term disability	-	-
e) Long Term Disability	-	100%
f) Extended Health Care	100% of 2010 rate	-
g) Dental Care	50% of 2010 rate	50% of 2010 rate

❖ All benefit plans are currently under review with a plan to implement more flexible insurance coverage that is responsive to employee and employer insurance needs. The new flexible group insurance coverage may be implemented during the term of this agreement after consultation with the union, provided the Company’s total contribution toward benefits is no less than the premium amounts specified above.

13.02 Full time employee are eligible for and required to participate in the group insurance plans at the first of the month following the employee’s start date.

13.03 **Regular Part Time Employees** - The Company shall administer the following group insurance plans for regular part time employees according to the Company Policy and plan documents as amended by the carrier from time to time and shall contribute to the benefit premiums as indicated:

<b>----- Premium Costs -----</b>		
<b>Benefit</b>	<b>Employer</b>	<b>Employee</b>
a) Life Insurance	100% of 2010 rate	-
b) Extended Health Care	100% of the 2010 rate	-

c) Dental Care 100% of 2010 rate -

- ❖ All benefit plans are currently under review with a plan to implement more flexible insurance coverage that is responsive to employee and employer insurance needs. The new flexible group insurance coverage may be implemented during the term of this agreement after consultation with the Union, provided the Company's total contribution toward benefits is no less than the premium amounts specified above.

13.04 An employee is eligible to participate in the group insurance plans at the first of the month following the employee's start date, at the employee's option.

13.05 An employee may choose to cover their spouse and/or dependent children at the employee's cost at the first of the month following the employee's start date or as permitted by the plan document.

#### **ARTICLE 14 – FLEX AND PERSONAL TIME**

14.01 The Company will provide regular full time employees up to thirty-two (32) hours of "flex time" leave annually, prorated in the first year of employment and scheduled as mutually agreed to by the employee and the manager or designate.

14.02 The Company will provide regular part time employees up to twenty-four (24) hours of "personal time" leave annually prorated in the first year of employment and scheduled as mutually agreed to by the employee and the manager or designate.

14.03 Flex and personal time conditions are as follows:

- Flex and personal time must be taken in the year that it is provided or advanced and scheduled as mutually agreed to by the employee and the manager or designate. Under no circumstances will unused flex or personal time be carried into the next year or paid out.
- Should employment cease at any time during the year, outstanding flex and personal time will not be paid out.

#### **ARTICLE 15 - DURATION OF AGREEMENT**

15.01 This Agreement shall become effective at 12:01 am on the first of the month following final ratification and shall remain in full force and effect until midnight September 30, 2014 and from year to year thereafter, unless either party to this Agreement desiring to change, modify or terminate this Agreement notifies the other party at least sixty (60) days, but not more than one hundred twenty (120) days, prior to the expiration date of this Agreement or any extended term of this Agreement. When such notification is given, this Agreement shall remain in effect while negotiations for a further Agreement are being carried on or until a strike or lockout occurs.

**ARTICLE 16 - LAYOFF**

16.01 During the life of this Agreement, if layoffs are necessary they shall be done in the following manner:

Where layoff is necessary within a specific job, employees will be laid off, taking into account qualifications, efficiency, skill and competency to complete the available work up to the Employer’s acceptable standards and where the employer considers those to be relatively equal, the employee within that job having the fewest completed years of service shall be laid off.

**APPENDIX “A”**

<b>PART TIME - hourly</b>	<b>Start</b>	<b>3 month</b>	<b>1 year</b>	<b>2year</b>	<b>3 year</b>	<b>4 years</b>
<b>Building Attendant - PT</b>	\$12.60	\$13.17	\$13.77	\$14.38	\$15.03	\$15.77
<b>Labourer 1 - PT</b>	\$11.36	\$11.87	\$12.41	\$12.96	\$13.55	\$14.16
<b>Labourer 2 - PT</b>	\$13.73	\$14.35	\$14.99	\$15.67	\$16.36	\$17.12
<b>Labourer 3 - PT</b>	\$15.99	\$16.70	\$17.47	\$18.25	\$19.08	\$20.03
<b>Operator/Labourer 4 - PT</b>	\$17.54	\$18.33	\$19.16	\$20.02	\$20.92	\$21.86
<b>Project Coordinator- PT</b>	\$20.57	\$21.49	\$22.46	\$23.47	\$24.53	\$25.74
<b>FULL TIME – salaried</b>						
<b>Labourer 2 - FT</b>	29544	30885	32255	33698	35212	36563
<b>Labourer 3 - FT</b>	34404	35953	37571	39261	41027	43004
<b>Operator/Labourer - FT</b>	36944	38607	40344	42160	44057	46039
<b>Sign Technician - FT</b>	40146	41953	43841	45812	47875	50182
<b>Supervisor - FT</b>	46849	48958	51159	53462	55867	58561

- ❖ Management may from time to time create a Lead Hand position in any classification with compensation equal to 5% above the job rate that is payable for the duration of this assignment. Employees to be designated Lead Hand shall be selected in accordance with article 4.01.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers in the City of Calgary, Alberta as of the first date written above.

Dated this \_\_\_day of March, 2014

**On Behalf Of:**  
**Calgary Exhibition and Stampede Limited**

**On Behalf Of:**  
**International Association of Machinists  
 and Aerospace Workers, Local No. 99**

\_\_\_\_\_  
 Paul Harrison

\_\_\_\_\_  
 Neil Barker, Steward

\_\_\_\_\_  
 Susan Garnett

\_\_\_\_\_  
 Allen Kelsey

\_\_\_\_\_  
 Kevin Clark, Business Representative

**LETTER OF INTENT**  
**LETTER OF UNDERSTANDING**

Notwithstanding the provisions of Article 15, this agreement shall be retroactive to the first day of October, 2013.

This Letter of Understanding shall expire on September 30, 2014.

**LETTER OF INTENT**  
**LETTER OF UNDERSTANDING**

This settlement includes a \$150 one time lump sum payment for all bargaining unit members employed by the Company at the time of ratification of this collective agreement.