

COLLECTIVE AGREEMENT

BETWEEN

**THE LOWER FRASER VALLEY EXHIBITION
ASSOCIATION
("The Cloverdale Rodeo Association")**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 402

October 1, 2009 – DECEMBER 31, 2013

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This Agreement made this 23rd day of April 2010

BETWEEN THE LOWER FRASER VALLEY EXHIBITION ASSOCIATION
("The Cloverdale Rodeo Association")
(Hereinafter called "the Employer")
Party of the First Part

AND CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 402
Chartered by the Canadian Union of Public Employees and
affiliated with the Canadian Labour Congress
(Hereinafter called the "Union")
Party of the Second Part

PREAMBLE

The purpose of this Agreement is to secure for the Employer, the Union and the employees of the Employer the full benefit of orderly and legal Collective Bargaining. Also to ensure to the utmost extent possible the safety and physical welfare of the Employees, economy of operation quality and quantity of output, and protection of property. It is recognized by the Agreement to be the duty of the Employer and the Union and the Employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of Management that the provisions of this Agreement will be carried out.

The Lower Fraser Valley Exhibition Association (the Association) is an "Employer" within the meaning of the Labour Relations Code of B.C. The Union is the certified bargaining agent for the employees of the Employer working at the Cloverdale Rodeo and Exhibition grounds, Surrey, B.C., except those employees excluded by the Code and those employees excluded according to the certification dated August 2, 2002 and as amended in the future. The parties have carried on Collective Bargaining pursuant to the Code and have reached a Collective Agreement, as hereinafter expressed;

ARTICLE 1 – DEFINITIONS

1.1 Definitions

For the purposes of this Collective Agreement:

- a) **“Regular Full-time Employee”** is an employee who works regularly scheduled full-time shifts of forty (40) hours per week as their normal full-time hours of work.
- b) **“Regular Part-time Employee”** is an employee who is employed on a regular basis, but who works less than the number of shifts and hours required for regular full-time employment. Regular Part-time employees will be eligible for benefits when working an average of **twenty-four (24)** hours per week for a **consecutive three (3)** month period.
- c) **“Casual Employee”** is an employee who is employed to supplement the regular work force on a full-time or part-time basis. A casual employee is employed for a specified length of time at the time of hiring, which specified length of time may be extended or shortened for circumstances which could not be foreseen at the time of hiring.
- d) **“Rodeo Period”** is that period of time beginning **three (3)** weeks prior to the opening day of the Cloverdale Rodeo and ending two (2) weeks after the closing day of the annual rodeo. The Association will discuss with the Union changes to this period as necessitated by operational requirements.

1.2 Notice

Should either party, within four (4) months immediately preceding the date of expiry of this Agreement, by written notice, require the other party to commence Collective Bargaining, or should the parties be deemed to have given such notice under the Labour Relations Code, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

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

- 1.3 Subsection (2) and (3) of Section 50 of the Labour Relations Code are excluded from and are not applicable to this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

2.1 Management Rights

The entire Management of the operation and the direction of the Association's undertaking is vested in the Association. It is understood that such rights shall not be used or exercised in any way inconsistent with the terms and provisions of this Agreement.

ARTICLE 3 – RECOGNITION

3.1 Names of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward may assist any employee that the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents and the name of the Shop Steward, before the Employer shall be required to recognize him/her.

3.2 Exclusive Bargaining Authority

The Employer recognizes the Union as the sole and exclusive bargaining agency for all employees included in the certification issued by the Labour Relations Board except those excluded by mutual agreement between the Parties.

3.3 No Other Agreement

The Employer shall not enter into any verbal or written agreement with any employee or group of employees in the bargaining unit, regarding the wages and/or working conditions of such employee(s).

3.4 Union Membership

- (a) The Employer agrees that all present employees covered by this Agreement shall remain members of the Union as a condition of employment. All future employees of the Employer, except those excluded in accordance with Article 3.1 of this Agreement, shall immediately upon employment become and remain members of the Union as a condition of employment.

- (b) The Employer agrees to notify the Union, in writing, when an employee, covered by this Agreement, is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended or is terminated.
- (c) In the event of the Union intending to suspend a member for non-maintenance of membership, or for any other reasons, the Employer shall be notified by the Union in writing at least seven (7) days before such suspension.

3.5 Dues Check-off

The Employer agrees to check-off all Union Dues and assessments levied in accordance with the Constitution and/or By-laws of the Union. The Union agrees to advise the Employer of the amounts of such Union Dues, fees and/or assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such evidence from the Union, shall deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made.

3.6 No Lockout or Strike

During the term of this Agreement the Association agrees that there shall be no lockout of employees and the Union agrees that there shall be no strike or job action.

3.7 Work Direction

Members of the Union shall not be required to take work direction from any person other than a member of the bargaining unit, a member of the Employer's management, or a person delegated to provide such direction by the General Manager or designate.

3.8 Assistance from National Representatives

The Union shall have the right to have assistance from National Representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer.

3.9 Collective Bargaining

For purposes of Collective Bargaining, the Employer shall supply the Union with the following information, no later than sixty (60) days prior to the expiration of this Agreement:

- The names, addresses, telephone numbers, and birth dates of employees;

- A list of employees who are entitled to the various benefit plans;
- A list of employees, by classification;
- A list of employees, by benefit status (i.e. single, couple, family);
- Total annual hours worked, by employee; and
- The terms of the group life, dental and extended health plans.

ARTICLE 4 – ADJUSTMENT OF GRIEVANCE

4.1 Adjustment of grievances

In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any question or difference arising from the suspension or dismissal of any employee, and including any question or difference as to whether the matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in the manner specified in this Article.

4.2 Time Limits

The time limits specified in this grievance procedure shall be considered binding upon both the Union and the Employer.

The time limits to initiate a grievance, convene a grievance hearing, reply to a grievance, or refer it to the succeeding step can be extended by written agreement by the parties.

Either party shall not unreasonably deny requests for an extension of the time limits.

4.3 Designated Managers May Reply

To expedite the investigation, hearing and reply to any grievance the General Manager may designate another Manager to hear and reply to a grievance.

A reply to or from a designated Manager shall have the same force and effect as the Manager responsible.

4.4 Union Representation

An employee shall have the right to have a Union Representative (ie: Shop Steward) present when written disciplinary action is being considered (written warning, suspension, and dismissal).

Furthermore, such a right is also applicable when an employee is to be subject to a verbal warning, which may form part of the disciplinary record in the future.

4.5 Grievance Procedure – Individual and Group Grievances

- (a) All grievances must be initiated within five (5) working days of occurrence of the action being grieved, or from the first knowledge by the Union Representative of grounds for grievance.
- (b) Step 1 – The employee (and their Union Representative on request) shall first attempt to resolve the matter with the immediate Management Supervisor who made the decision being grieved. Failing resolution within two (2) working days, the grievance shall be put in writing with sufficient particulars to identify the dispute and submitted to the **General Manager**.
- (c) Step 2 – Within five (5) working days of receipt of the grievance, the **General Manager or Designate will convene a meeting to discuss the grievance. It is understood that the Designate cannot be the same person that made the original decision or heard the grievance in the prior step.** Within three (3) working days of the meeting, the General Manager or Designate will forward a written reply to the grievance to the Union.
- (d) If the Union is not satisfied with the General Manager or Designate's **reply in Step 2**, they may refer the grievance to arbitration in accordance with Section 4.7, within ten (10) working days of receipt of the General Manager or Designate's decision.

4.6 Grievance Procedure – Dismissal, Suspension or Termination

- (a) Grievances dealing with the dismissal, suspension or termination of an employee shall be submitted to the **General Manager or Designate** within five (5) working days of the date of the dismissal, suspension or termination. **It is understood that the Designate cannot be the same person that made the original decision or heard the grievance in the prior step.**
- (b) The grievance shall be submitted in writing with sufficient particulars to identify the dispute.

- (c) The **General Manager or Designate** shall convene a grievance meeting within ten (10) working days of receipt of the grievance. Within three (3) working days of the meeting, the **General Manager or Designate** will forward a written reply to the Union.
- (d) If the Union is not satisfied with the reply, they may refer the matter to arbitration within ten (10) working days of receipt of the **General Manager or Designate's** reply in accordance with Section 4.7.

4.7 Arbitration

- (a) Should the two (2) parties be unable to resolve the grievance under the procedure as set out in the previous sections, within ten (10) days, the matter or matters shall be settled by submitting same to a Sole Arbitrator. Such appointments shall be made within ten (10) days of the failure of the General Manager and the Union to reach a decision; the decision of the Arbitrator shall be final and binding on both parties.

ARTICLE 5 – VACATIONS AND GENERAL HOLIDAYS

5.1 General Holidays

- (a) All employees of the Employer shall be granted payment for all General Holidays and for any day which the Provincial or Federal government may declare a Public Holiday.

For the purpose of this section, all new employees shall have worked for the Employer at least thirty (30) calendar days prior to the General Holiday.

- (b) In the interpretation of this Clause, the following are General Holidays which shall apply, namely: Christmas Day and the day immediately following; New Year's Day; Good Friday; Easter Monday; Canada Day; Victoria Day; BC Day; Labour Day; Thanksgiving Day; Remembrance Day; and any day appointed by Proclamation of the Governor-in-Council as a holiday of general application throughout Canada.

- 5.2 Where General Holidays or Public Holidays declared by either the Provincial or Federal Government occur while an employee is on Annual Holiday or on his/her regular days off, extra days in lieu of such holidays shall be granted. It is understood premium pay is not paid on any other day than the actual General Holiday.

5.3 Annual Vacation Entitlement

Regular employees shall be entitled to annual vacations on the following basis:

- a) During the first (1st) calendar year or part calendar year of service: one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one half (1/2) worked by December 31st,
- b) During the second (2nd) calendar year of service, up to and including the seventh (7th) calendar year of service: fifteen (15) working days,
- c) During the eighth (8th) calendar year of service, up to and including the sixteenth (16th) calendar year of service: twenty (20) working days,
- d) During the seventeenth (17th) calendar year of service, and in each calendar year of service thereafter: twenty-five (25) working days;

5.4 Vacation Pay Adjustment

- a) As soon as possible following December 31st in each year, a lump sum Vacation Pay Adjustment shall be made to regular employees, where such regular employees' annual earnings, including overtime and any other premium payments not normally taken into account in the computation of annual vacation pay, exceeded their normal classification rate of pay earnings during that year. Payments under this section shall reflect the proportionate difference between the regular employees' actual annual basic earnings and normal classification rate of pay earnings, applied to the regular employees' annual vacation pay for the year.
- b) A statement indicating the method of this calculation shall be supplied to the employee when this payment is made.

5.5 Vacation Entitlement upon Termination

- a) When the employment of a regular employee terminates for any reason prior to the completion of twelve (12) consecutive months of service, that regular employee shall receive all accrued vacation pay in pay within fourteen (14) days of termination.
- b) When the employment of a regular employee terminates for any reason following completion of twelve (12) consecutive months of service, that regular employee shall receive annual vacation for the calendar year in which termination occurs on the basis of one twelfth (1/12) of his/her vacation entitlement for that year for each month worked.
- c) In all cases of termination the necessary adjustment shall be made to the regular employee's final pay cheque in order to repay the Employer for any over payment of vacation previously received by that regular full-time

employee, but not earned.

5.6 Vacation Year Defined

For purposes of Annual Vacations under this Article, the term "calendar year" means the twelve (12) month period from January 1st to the following December 31st, inclusive.

5.7 Operational Requirements

Selection and granting of vacation time shall be subject to the operating needs of the Association. It is understood that vacation time will not be granted during the rodeo period without the authorisation of the General Manager or designate.

5.8 Effect of Absences on Vacation Entitlement

- a) Regular employees, who return to work from a general leave or who are recalled to employment from a layoff, shall have their vacation entitlement, with respect to the length of the vacation, based upon their calendar years of service.
- b) The vacation pay for such individuals shall, however, be pro-rated on the basis of one-twelfth (1/12) of their vacation entitlement, in that year, for each month or portion of a month greater than one half (1/2) worked by December 31st.

5.9 Vacation Deferral

- a) Regular employees shall take vacation during the year in which such vacation was earned. When, as a result of operational requirements, regular employees are not permitted to take their required vacation time off in the year in which it was earned, such vacation may be carried over until March 31st of the following year provided that it is pre-scheduled as time off before December 31st and taken before March 31st of the following year.
- b) Regular employees may defer a maximum of five (5) days of their Annual Vacation entitlement to be taken in the subsequent vacation year.
- (c) It is understood that Vacation Entitlements cannot be forfeited. If Vacations Entitlements are not able to be booked as time off they will be rescheduled, banked, paid out or otherwise as provided for in this Collective Agreement or by mutual agreement between the parties.

ARTICLE 6 – EMPLOYEE BENEFITS

Subject to the following provisions, where there is a third party carrier, the sole responsibility of the Employer for the following benefits is payment of its share of the premiums. Benefit entitlement will be determined solely by the plan administrator in accordance with the contracts referred to herein.

6.1 Group Life Insurance

- a) Regular employees, who have completed three (3) months or more of continuous employment, shall be covered by Group Life Insurance under this section.
- b) The Employer shall pay one hundred percent (100%) of the premium costs for such insurance.
- c) Upon the death of an eligible regular employee, his/her named beneficiary or estate, when no beneficiary has been named, shall be paid life insurance in an amount of twenty thousand dollars (\$20,000).
- d) The Employer shall provide an Accidental Death and Dismemberment (AD&D) plan in the maximum amount of twenty thousand dollars (\$20,000) per employee.

6.2 Medical Services Plan

- a) Regular employees and their dependants shall be entitled to B.C. Medical Services Plan coverage after completing their three (3) month probationary period.
- b) The Employer shall pay one hundred percent (100%) of the premium cost for such coverage.

6.3 Dental Plan

- a) Regular employees who have completed their probationary period and their dependants are eligible to participate in the dental plan under this section.
- b) The Employer shall pay one hundred percent (100%) of the premium cost for such coverage.

- c) The Dental Plan shall be placed with a carrier. The benefits provided shall be as follows, subject to the policy of the carrier:

Plan "A" - Basic Dental Services: 80% (no maximum)

Plan "B" - Major Restorative Services and Prosthetics: 50% (no maximum)

Plan "C" - Orthodontic Services: 50% (\$650 lifetime maximum. Eligible children only)

- d) The benefits indicated in Sun Life contract number 25326 shall remain in place for the duration of the Collective Agreement unless otherwise mutually agreed between the Employer and the Union.

6.4 Long Term Disability Plan

All regular employees, after three months employment, will be covered by a sixty six and two thirds percent ($66\frac{2}{3}\%$) Long Term Disability Plan (maximum monthly benefit of five thousand dollars (\$5000.00)).

The specific provisions of plan number 08165 are found in the benefit booklet as indicated in article 6.6a.

6.5 Sick Benefits:

Each regular employee shall be advanced **six (6)** sick days per year to be taken for purposes of illness or non-work related injury. These days are earned on the basis of **two (2)** days for each four months worked, and may be accumulated year to year **up to a maximum of twelve (12) days.**

6.6 Extended Health Benefits

- a) Group Benefit Plan Booklet

Where there is a third party carrier for the following benefits, the sole responsibility of the Employer is payment of its share of the premiums. Benefit entitlement will be determined solely by the plan administrator.

The provisions of the Group Benefit Plan are described in the Group Benefit Plan Booklet issued by "Chambers of Commerce" (the carrier) for the Lower Fraser Valley Exhibition Association Group Insurance Plan; Policy Number 08165. The Employer shall provide an up-to-date copy of the Booklet to each eligible employee.

All specific benefit provisions related to life insurance, accidental death and dismemberment, extended health benefits, dental, orthodontia and long term disability are included in this policy booklet. Should amendments be considered during the life of this collective agreement the Parties shall agree as to the specific amendment prior to their implementation.

- b) Regular employees and their dependants shall be entitled to receive extended health benefits in accordance with this article.
- c) Extended Health Benefits under this section shall include eyeglass coverage, providing a maximum benefit of two hundred dollars (\$200.00) per person in each twenty-four (24) month period.
- d) Regular employees, who are laid off and subsequently recalled within their recall period and who were eligible for Medical Services Plan and Extended Health Benefits coverage under this section at the time of their layoff, shall have such coverage immediately reinstated when they are recalled.
- e) The Employer shall pay one hundred percent (100%) of the premium cost for such coverage.

6.7 Retirement Benefits

Regular employees, who have completed their probationary period, shall participate in a group RRSP Pension Plan. This RRSP Pension Plan shall consist of an equal contribution of **five percent (5.0%)** of gross biweekly pay paid by both the employee and the employer into an RRSP designated for each regular employee.

The RRSP shall be the sole property of the employee.

6.8 Pregnancy Leave

- (a) A pregnant employee who requests **Pregnancy Leave** shall provide the General Manager with a medical certificate from a qualified Medical Practitioner stating the estimated date of birth. Such certificate shall be provided **at least four (4) weeks prior to commencing the leave. An employee will become eligible for Maternity Leave after the completion of the first three months of regular employment.**
- (b) A pregnant employee shall be entitled to **Pregnancy Leave**, without pay from the date of commencement of leave, for a period of **seventeen (17)** consecutive weeks or a shorter period if the employee requests. The employee may request that her leave commence eleven (11) weeks

immediately before the estimated date of birth or any time thereafter. The Employer may require the employee to commence a leave of absence where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

- (c) Regardless of the date of commencement of the leave of absence, the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests by providing a written notice a shorter period. A request for a shorter period must be given in writing to the General Manager with a certificate of a Physician stating that the employee is able to resume work.
- (d) Where an employee who has been granted leave of absence under this clause is, for reasons related to the birth as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period of up to an additional six (6) consecutive weeks.
- (e) The employee must prepay her share of premiums to the Employer for benefits to which she is entitled for the period of the leave.
- (f) On resuming employment, an employee shall be reinstated in her previous or a comparable position and for the purpose of pay increments, benefits, and vacation entitlement (but not for statutory holidays or sick leave) maternity leave will be counted as service. Vacation Pay will be prorated by the period of the leave and an employee may elect not to take that portion of her vacation, which is unpaid.
- (g) The Employer shall not terminate an employee or change a condition of employment of an employee without the employee's written consent, except for general reduction in the workforce.

6.9 Parental Leave

Upon application, an employee shall be granted **Parental Leave without pay for up to thirty seven (37) weeks** following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable proof of adoption.

- a) In the case of the birth mother, commencing immediately following the end of **Pregnancy Leave, up to thirty-five (35) weeks or up to thirty-seven (37) weeks for birth mother that do not take pregnancy leave.**

b) In the case of the father or adopting mother, commencing within fifty-two (52) weeks of the birth or adoption of the child, **up to thirty-seven (37) weeks.**

~~c) Both Maternity and Parental Leave are without pay.~~

The employee must prepay **their** share of premiums to the Employer for benefits to which **they are** entitled for the period of the leave.

6.10 Bereavement Leave

Bereavement leave for a period not to exceed three (3) working days without loss of pay shall be granted to an employee losing a member of their family. Family includes those related by marriage or common-law, being defined as: wife, husband, same sex partner, child, father, mother, sister, brother, grandchildren, common-law spouse, ward, stepchild, fiancé and stepparent.

Where the funeral is outside the Province, the employee may apply for additional leave not to exceed a total of three (3) working days without pay.

Bereavement Leave not to exceed one (1) working day without loss of pay shall be granted for the death of: father-in-law, mother-in-law, brother-in-law, sister-in-law and grandparents.

6.11 Jury or Court Witness Duty Leave

Employees who are called to serve as jurors or are subpoenaed as witnesses in criminal or civil courts, shall be granted leave of absence for such purpose without loss of any privileges. Normal pay will continue to be issued on the usual pay dates. At the conclusion of duty, the employee shall obtain a certificate from the Court showing the period of jury or witness service and the amount of the compensation received, and shall deposit this certificate together with the full amount of the compensation but not including traveling allowances, with the Employer. Employees shall make every reasonable effort to request leave prior to such leave occurring.

This leave shall be limited to one weeks (40 hours) pay.

6.12 Effect of Absences on Benefit Entitlement

When a regular employee is off work, as a result of a compensable injury or a non-compensable sickness or injury, his/her Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Insurance Plan benefits shall continue.

a) Regular employees who are laid off and placed on the recall list shall have

their Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Insurance Plan benefits maintained until the end of the month in which they are laid off.

ARTICLE 7 – GENERAL

7.1 Volunteers

The Parties agree that Volunteers form, and will continue to be, an integral part of the delivery of services provided by the Association.

Further the parties agree that the use of Volunteers shall not have a negative impact on the security of the bargaining unit.

7.2 Employee Responsibility

It shall be the responsibility of each and every employee to take all reasonable precautions to preserve all records, machines and equipment under their care.

7.3 Picket Line Protection

- a) No employee covered by this Agreement shall be required to cross any picket line established at any location as a result of a strike.
- b) It is agreed that where an emergency situation exists, an employee may deal with such emergency situation.
- c) It is agreed that should a picket line(s) be implemented on the Employers property, the Parties shall discuss methods to ameliorate the impacts of such a picket line(s).
- d) The intent of this clause is not to restrict the Unions right to strike under the Code. Should no agreement be reached through these discussions there is no additional requirement on the Union.

7.4 Access to Personnel Records

Upon adequate notice to the General Manager, an employee, or their designate, (with written authorization) shall have reasonable access to review their personnel file and make any required photocopies in the presence of the General Manager.

7.5 Union Business

- a) The Union agrees that it shall not transact Union business during working hours, except with the proper notification and authorization of the General

Manager or designate. All Union leave is subject to operational requirements and takes precedence over any other leave. The Employer agrees that any officers or members of the Union who may be requested by the Employer to be in attendance at any meeting shall do so without loss of salary, wages or other benefits.

b) Leave of Absence for Union Functions

It is agreed that official representatives of the Union be granted leave of absence, without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliations. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

c) Leave of Absence for Full-Time Union Duties

It is agreed that any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence, without pay and without loss of seniority by the Employer for a period up to one year, and such leave may be extended each year on request during the employee's term of office.

d) Notice and Payment

The Union will provide as much notice as possible, and no less than one week, for the need to book off any Union member. Should the Union be forced to cancel the book off they will provide as much notice as possible and so long as there is no additional cost to the Employer the employee shall return to their regularly scheduled shift, or by mutual agreement an alternative shift.

The Employer will pay the employee for the time they are booked off and the Union shall reimburse the Employer upon receipt of a billing for such time.

7.6 Leaves of Absence

a) Leave of Absence for Public Office Duties

When a regular employee is elected to a government public office, they shall be granted leave of absence without pay and without loss of seniority for up to one year, and such leave may be extended each year on request during the employee's term of office.

b) General Leave of Absence

Employees desiring leave of absence with or without pay for any reasons shall submit an application in writing where practicable for such leave to the General Manager or designate. The General Manager or designate shall make the decision, based on the circumstances and merits of each application.

7.7 Changes in Working Conditions & Classifications
(See also Appendix "C")

In the event of discussions being considered necessary by either party relating to new classifications, rates of pay, hours of work, or other working conditions whether provided for in this Agreement or not, it is agreed that either party shall meet the other party in order to carry out such discussions as soon as possible, and in any event, not later than fifteen (15) days from the date of written request by one party to an officer of the other party.

7.8 Job Postings

The Association will determine when a job vacancy or new position occurs.

The Association shall ensure that job vacancies for regular positions be posted for a minimum of seven (7) working days prior to the filling of the vacancy or new position.

All job postings will state the following information

- a) Job Title
- b) Rate paid for the position as per appendix "A" of the Collective Agreement.
- c) Employment status (fulltime, part-time, temporary, etc.)
- d) Responsibilities
- e) Skills, qualifications and abilities required
- f) Deadline for applications
- g) All applications for postings must be in writing and submitted to the General Manager or designate within the time frame indicated on the posting.

7.9 Contracting Out

The Employer shall not contract out work performed by members of the bargaining unit that will result in the layoff or termination of any regular employee, or if any bargaining unit members are on lay off status except in emergency situations of an immediate nature and after the Employer has made a reasonable attempt to contact any laid off employees.

7.10 Safety Clothing

The Employer shall provide necessary protective clothing for employees; including Rain Gear, Gloves, and Coveralls.

7.11 Job Descriptions

- a) The Employer agrees to draw up Job Descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union.

New Jobs

- b) The Employer shall prepare a new job description whenever a job is created. When a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree, the matter may be referred to the grievance procedure or deferred until the parties are in bargaining for a new Collective Agreement.

7.12 Education Allowance

- a) Employer will pay for course enrollment costs upon proof of payment and successful completion for Employer required or pre-approved courses for employees.
 - i) Employees taking courses as provided in section (a) shall do so without loss of pay and without premium pay.

- b) Professional Fees and Licenses

The Employer shall reimburse professional fees for any employee who requires a license (other than Class 5 motor vehicle license) as part of their regular duties.

Employees taking courses as provided in section (b) shall do so on their own time.

7.13 Contact with Raw Sewage and Medical Waste (needles, blood etc.)

Employees performing any assigned work where they come in contact with raw sewage and medical waste shall receive an additional sixty cents (\$0.60) per hour over their regular classified rate of pay with a minimum of four (4) hours' pay and a minimum of eight (8) hours' pay if they are in contact with raw sewage and medical waste over four (4) hours.

7.14 Boot Allowance

The Association agrees to provide: a boot allowance of one hundred dollars (\$100.00) every calendar year (January 1 – December 31) to all employees who are covered by this agreement. **All employees who receive this allowance will provide proof of purchase of boots. It is understood that the full boot allowance is paid regardless of the cost of the boots.**

ARTICLE 8 – WAGES

8.1 Pay Days

- a) The Schedule of Wages, Classifications and Salaries for all the employees covered by this Agreement, shall be in accordance with Appendix "A" attached and form part of this Agreement.
- b) The Employer shall pay salaries and wages bi-weekly on a Thursday. On each payday each employee shall be provided with an itemized statement of his/her wages, overtime hours and rates paid, and any other supplementary pay and deductions.
- c) Payment of wages for vacations, general holidays, paid leave of absence, sick leave, or other paid authorized leave, shall be at the employee's regular classified rate of pay and shall not include any type of premium pay.
- d) Temporary appointments of more than a duration of six (6) continuous months in a calendar year shall result in the employee receiving benefits at the higher rate for that period of time while in the higher classification.

8.2 Overtime

All overtime must be approved by the Association.

Time worked in excess of eight (8) hours per shift shall be considered as overtime and shall be paid at time and one-half (1 ½) the regular rate.

Time worked in excess of 11 hours per shift shall be at two (2x) times the regular rate.

Time worked in excess of forty (40) hours per week excluding daily overtime shall be paid at time and one-half (1 ½) the regular rate.

8.3 Temporary Appointments

- a) When an employee is appointed or requested by the General Manager to temporarily perform work for which a higher classification is provided such employee shall immediately receive the established rate quoted for the higher position.
- b) When an employee is directed by the General Manager to temporarily perform work in a lower classification, wages shall continue to be paid at the established rate of pay for such employee's regular classification.

8.4 Industrial First Aid Premium

- a) Effective October 1, 2002 a premium of twenty-five cents per hour shall be paid to the regular employee holding an IFA certification.
- b) It is agreed that the employees receiving this premium in order to continue to receive it must pass any necessary re-certification. The Employer shall bear the cost of certification/re-certification. The employee shall bear any additional cost as a result of not completing or unsuccessful certification/re-certification. The Employer, at its sole discretion, may agree to pay costs associated with a re-test.

ARTICLE 9 – HOURS OF WORK

The Facilities of the Cloverdale Rodeo and Exhibition Association operate up to Twenty-four (24) hours a day, seven days a week.

9.1 Regular Hours

- a) The regular hours of work shall not exceed forty (40) hours per week or eight (8) hours in a shift.
- b) The regular hours of work for employees shall be any eight (8) consecutive hours between six (6) a.m. and six (6) p.m. daily, with one-half (½) hour off for lunch.

- c) The Employer shall have the right to establish shifts other than the regular shift. Any employee required to work a shift other than the shift posted on the schedule shall receive forty-eight (48) hours' notice of change of shift.
- d) In an eight (8) hour shift there will be two fifteen (15) minute paid coffee breaks and an additional thirty (30) minute unpaid lunch break

9.2 Work Week

Full time Employees shall work forty (40) hours per week. The Employer may schedule employees any five days Thursday to Wednesday providing the employee receives two (2) consecutive days off in each week.

9.3 Part Time Hours of Work

The Employer may schedule part time employees for any number of hours less than forty (40) per week providing the work schedules are posted in accordance with Article 9.4.

9.4 Work Schedules

The Employer shall determine its operational needs and post a schedule no less than once monthly.

Employees shall indicate their schedule preference in writing to the General Manager or designate at least seven (7) days prior to the posting of the work schedule.

Indicated preferences shall be assigned in order of seniority providing that the Employer has the right to allocate shifts based on special skills or operational requirements when necessary.

9.5 Reporting for Work

It shall be the duty of all employees to report for work on each and every working day at the prescribed hours as set out in the hours of work schedule posted in accordance with this article. Where an employee is unable to report to work, such employee will notify the general manager or designate prior to the commencement of the working day, or in the case of emergency as soon as possible thereafter.

9.6 Minimum Shift Length

The parties agree that all regular shifts shall be for no less than four (4) hours, except where mutually agreed to vary.

ARTICLE 10 – SENIORITY

(See appendix “B”)

10.1 Seniority List

The Association shall provide semi-annually or on request of the Union Representative, a list of Bargaining Unit Employees, which will include names, addresses, telephone numbers, actual wage rates, seniority date and classifications. The Union will advise the Employer within thirty (30) days of any errors to the Seniority List.

10.2 Probationary Period

All new employees shall complete a Probation Period of employment of three (3) months. Upon completion of three (3) months continuous service employees shall be entitled to seniority dated from the day on which they entered the service of the Employer.

Probationary Periods may be extended for employees where they are off work on an approved Leave of Absence, excluding lay-off.

10.3 Promotions

In making Promotions, the required qualifications and ability for the position shall be the basis for the selection, and where two or more employees have equal qualifications and abilities, seniority with the Employer shall be the deciding factor.

10.4 Lay-Off

The employee within each classification with the least service shall be first laid-off.

- a) The order of layoff shall be as follows:
 1. Casual employees.
 2. Regular Part time employees.
 3. Regular fulltime employees.
- b) It is also agreed that no volunteer may be used to perform the duties of any laid off employee.
- c) All regular employees shall receive at least five (5) days' notice of layoff or pay in lieu thereof.

10.5 Recall

Employees who have been laid off shall be recalled to work in the reverse order of their lay-off; e.g., the last employee laid off shall be the first recalled, subject to the following:

- a) The employee shall be recalled into the classification from which such employee was laid off.
- b) It shall be the duty of all employees to notify the Employer in writing, of any change of address.
- c) In the event of recall, the Employer shall notify laid-off employees by registered letter or courier forwarded to the last address furnished by the laid-off employee. Employees shall notify the Employer of their intention to return to employment within seventy-two (72) hours of the notification and shall report for work within five (5) days of notification of their recall.

10.6 Retention of Seniority

It is agreed that Seniority shall be retained and accumulated on the following basis:

1. Employees who are laid off shall retain their seniority for a period of:

(Employees as at February 17, 2006): one (1) year.

(Employees hired after February 17, 2006):

Less than two (2) years of service - six (6) months.

After two (2) years of service – one (1) year.

2. Absence due to bona-fide sickness.
3. Authorized Leave of Absence.
4. Absence while serving in the Armed Forces, during a national emergency and for a period of ninety (90) days after honourable discharge.

10.7 Loss of Seniority

Employees shall lose their Seniority and be deprived of any further rights under the Collective Agreement for any of the following reasons:

1. On voluntarily leaving the service of the Employer.

2. If discharged for proper cause, and not reinstated.
3. If continuously laid off for a period exceeding:
(Employees hired **as at February 17, 2006**): nine (9) months.
(Employees hired after **February 17, 2006**): six (6) months.
4. A failure to return to work within five (5) working days after being recalled from layoff.
5. Continuous absence of three (3) days without permission of the association.

ARTICLE 11 – RESPECTFUL WORKPLACE

11.1 Employer Shall Not Discriminate

The Parties subscribe to the principles of the Human Rights Act of British Columbia.

The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of age, race, colour, ancestry, place of origin, religion, political belief, marital status, family status, physical or mental disability, sex, sexual orientation, or criminal or summary conviction that is unrelated to the employment of that person.

11.2 Objectives

The Employer and Union are committed to promoting a work environment in which all employees are treated with respect and dignity and are free of all forms of harassment in the workplace. The Employer and the Union agree that harassment shall not be tolerated in the workplace. Managers and Supervisors will foster in their work areas an environment free of harassment and will take appropriate and timely action whenever they have actual knowledge of any harassment.

Harassment includes all verbal or physical behavior that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, family or marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behavior, directed at an individual, which causes distress in that person and serves no legitimate work-related purpose.

11.3 Complaint Procedure

Any complaint involving allegations of harassment may be reported in confidence directly to the General Manager with or without the presence of a Union

Representative. All complaints will be investigated promptly, thoroughly, impartially and in a manner that protects the privacy and interest of all involved- the respondent as well as the complainant. The name of the complainant or the respondent or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The respondent has the right to know and respond to all allegations. The Association will take actions it considers appropriate to resolve the complaint.

It is intended that complaints of harassment be dealt with according to this procedure, however employees may instead elect to file a grievance according to Article 4 of this Agreement.

Retaliation against an individual because they have made a complaint or provided information about a complaint will not be tolerated and will be cause for discipline.

Frivolous, vindictive or vexatious complaints will not be tolerated and are cause for discipline.

ARTICLE 12 – GENERAL


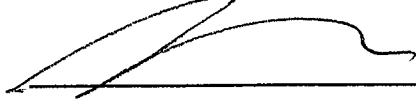
12.1 Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ON BEHALF OF THE UNION

L. Hansen
M. Kinney
James Tellez

ON BEHALF OF THE EMPLOYER

Appendix "A": Wage Schedule

The term of the new Collective Agreement shall be for four (4) years from October 1, 2009 to December 31, 2013, both dates inclusive.

POSITION	October 1, 2009	October 1, 2010 +4%	October 1, 2011 +3%	October 1, 2012 +3%
Lead Hand	21.00	21.84	22.50	23.17
Labourer	18.00	18.72	19.28	19.86

Appendix "B": Seniority List

Cloverdale Rodeo Grounds Crew:

Don Robinson	Grounds Lead hand	February 17, 1996
Jim Tellevik	Labourer	April 1, 1998
Nadine Heidt	Labourer	May 10, 1999
Michael Bolton	Labourer	March 10, 2008
Laura McIntosh	Labourer	March 11, 2008

Appendix "C": Committees

1.00 Labour Management Committee

A Joint Labour Management Committee shall be formed consisting of up to two (2) Union members and up to two (2) Management Representatives. This Committee shall enjoy the full support of both parties in the interest of maintaining positive relations between the parties, service to the public and job security for employees.

2.00 The Committee shall meet no less than twice (2X) per year or more often, at the request of either party. The Committee shall establish its own procedures. The Terms of Reference for the Committee shall include:

- a) to review matters, other than grievances, relating to the maintenance of good relations between the Employer and its employees,
- b) to discuss methods for improving operations and extending services to the public,
- c) to review suggestions from employees, as well as employee questions about working conditions and service,
- d) to discuss situations which might lead to grievances and/or a deterioration of the relationship between the parties, and
- e) to consider any opportunities for improvements to working conditions and service to the customers of the Cloverdale Rodeo and exhibition grounds.

3.00 Health And Safety Committee

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act or any other statute of the Province of British Columbia pertaining to the working environment shall be fully complied with.

The Joint Committee shall meet to discuss any safety matters or concerns as requested by either Party or required by regulations.

4.00 Responsibility

The Employer agrees that it is the responsibility of the Employer to make reasonable provisions for the Health and Safety of all employees during the hours of their employment and to provide training and instruction on safe work practices.

The Union and the employees agree that employees share responsibility for their safety and health and agree to cooperate fully with the Employer on all matters of Health and Safety.

5.00 These Committees shall have no authority to vary the terms of this Agreement or in any other way act as a Bargaining Committee. The Committees shall not have authority to deal with any matter that is the subject of an active grievance. The Minutes of Committee meetings shall be posted in the work area for the information of the employees.

6.00 The Committees may invite other employees to participate when they so agree. The CUPE National Representative may participate as a resource and advisor.

7.00 It is agreed that the Labour Management and the Health and Safety Committee are one and the same.

LETTER OF UNDERSTANDING No. 1

BETWEEN

THE FRASER VALLEY EXHIBITION ASSOCIATION
("The Cloverdale Rodeo Association")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 402

No.1

DATED August 2, 2002

FUNDING DISCUSSIONS

The Parties discussed the possibility of the serious and significant impacts of funding shortfalls through the reduction of facility rentals and/or loss of future funding grants.

Both the Employer and the Union agree that should serious shortfalls be experienced in the life of this Collective Agreement, they would meet to discuss possible methods of protecting the continuing employment of all current Bargaining Unit Staff.

The Parties agree they will review current work methods and consider possible cost-saving measures to avoid the laying off of staff.

Should no other alternative be found the Parties will work together in applying the Collective Agreement provisions.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

"Laurie Larsen"_____

"Bob Matwiv"_____

"Gary Yee"_____

"Luciano Anjos"_____

LETTER OF UNDERSTANDING No. 2

BETWEEN

THE FRASER VALLEY EXHIBITION ASSOCIATION
("The Cloverdale Rodeo Association")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 402

No. 2

Dated: August 2, 2002

INDUSTRIAL FIRST AID PREMIUM

The parties agreed to the following provision in the 2003 Collective Bargaining;

"Industrial First Aid Premium"

Effective October 1, 2002 a premium of twenty-five cents per hour shall be paid to the regular employee holding an Industrial First Aid Premium Certification."

It was agreed further that the current employee this is applicable to is Nadine Heidt.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

___ "Laurie Larsen" _____

___ "Bob Matwiv" _____

___ "Gary Yee" _____

___ "Luciano Anjos" _____