COLLECTIVE AGREEMENT

BETWEEN

Calgary Exhibition and Stampede Ltd.

AND

LOCAL UNION 254 Of The

International Brotherhood Of

Electrical Workers

October 1, 2016 to September 30, 2019

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THIS AGREEMENT MADE THIS 15 DAY OF December 2016 BETWEEN:

Local Union 254 of The International Brotherhood of Electrical Workers

(Hereinafter called the "Union")

And

Calgary Exhibition and Stampede Limited

A body corporate with head office in the Province of Alberta

(Hereinafter called "The Stampede")

ARTICLE 1 - PURPOSE:

It is understood that this Agreement is a Maintenance Agreement, as employees affected are performing maintenance work. All employees whether permanent or temporary, employed by the Stampede to do electrician's work are subject to the contained herein. It is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Stampede and the Union, to promote cooperation and understanding between the Stampede and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote morale, well-being and security of all employed included in the bargaining unit represented by the Union.

ARTICLE 2 - DURATION AND TERMINATIONS OF AGREEMENT:

- 2.1 This agreement shall take effect on the 1st day of October 1, **2016** and shall remain in full force and effect until September 30, **2019** and from year to year thereafter, except as hereinafter provided.
- 2.2 Either party may serve notice to amend or terminate this Agreement by giving notice in writing to the other party not less than sixty (60) or not more than one hundred and twenty (120) days prior to the date mentioned in this section. Notice to amend shall include a reference to each item of this Agreement which the party serving the notice desires to change and to any items which such party desires to have included in the new Agreement.
- 2.3 If notice to commence bargaining to amend or negotiate a new Agreement has been given by either party prior to the anniversary date, this Agreement shall remain in full force and effect during any period of negotiations, until the bargaining procedures under the Alberta Labour Relations Code have been completed, even though such negotiations extend beyond the anniversary date.

ARTICLE 3 - UNION RIGHTS:

- 3.1 The Stampede recognizes Local Union 254, I.B.E.W. as the exclusive bargaining agent for all employees performing electrical work within the scope of this Agreement for the purposes of collective bargaining with respect to wages, hours of work and other terms and conditions of employment, including safe work practices and safety rules.
- 3.2 The Stampede shall not sublet, assign, or transfer maintenance work performed by employees covered by the contract to any person, firm or corporation who is not signatory to the respective Union agreements affected by this Agreement.
- 3.3 The business agents of the Electrician's Union are to have access to all work coming within the jurisdiction of the Stampede in carrying out their regular duties.
- 3.4 Union membership in good standing is a condition of employment for all employees covered by this agreement.

- 3.5. The Business Manager may appoint a shop steward to protect the jurisdiction of the local Union. Notification of appointment of stewards will be in writing to the Employer.
 - (a) The shop steward shall be granted sufficient time to conduct the legitimate business of the Union.
 - (b) PRIOR to termination of the steward, the Union shall be notified.
 - (c) In the event of a layoff or reduction of the work force, it is expected that the steward shall remain on the job, unless mutually agreed upon by the Employer and the Union.
 - (d) The steward shall be notified or be in attendance during or prior to termination or disciplinary action against employees.
 - (e) The steward shall not be discriminated against, including the distribution of overtime work.
- 3.6 Members of the Union may be given leave of absence for Union business by consent; such consent shall not be unduly withheld.

3.7 New Employees

The Stampede agrees that it will employ Electrician Union members only through the respective Union office, unless the Union cannot supply persons when requested by the Stampede; in that event, the Stampede may employ eligible people and still notify the Union on the date of employment of all new employees.

All new employees must make application to join the Union and become members of the Union within thirty (30) days of the date of commencing employment. The Stampede shall be allowed to "name hire" any member of the Union who is a member in good standing.

3.8 Union Dues Deductions

It is agreed that the Stampede will deduct Union dues as designated by the Union from the employee's first pay, and on the first pay of each month thereafter as a condition of employment. It is further agreed that initiation fees and assessments will be deducted by the Stampede when the Stampede is presented with a signed authorization. Such dues, initiation fees and assessments will be computed upon remittance forms as supplied and remitted to the financial secretary of the Union, no later than the fifteenth (15th) day of the month following the deductions.

3.9 **Re-**Hiring of Union Personnel

Stampede employees, upon re-engagement of employment, shall be rehired on the basis of those who are laid off last shall be hired back first and those who are laid off first shall be hired back last. All employees who are deemed by the Stampede to be permanent employees shall retain all rights and privileges of employment which they currently hold.

3.10 Safety Conditions

Employees required to work over or with injurious chemicals or other injurious substances shall be provided with masks, respirators, and proper protective clothing. This clothing will remain the property of the Stampede. The Stampede agrees to provide employees with one hundred (\$100.00) dollars annually OR two hundred and fifty (\$250) dollars every two (2) years, towards the purchase or towards the repair and maintenance of CSA approved footwear applicable to the working conditions of the employer. This will be only available to those employees who have completed at least 1040 hours in the previous twelve (12) months with the Calgary Stampede. A receipt is required for submission in order to receive the subsidy.

When safety helmets are to be used, the Stampede will supply same at no cost to the employee.

It is agreed that an environmentally safe and a healthy safe workplace is beneficial to both parties. It is understood and agreed that the parties to this Agreement shall at all times

comply with all the relevant legislation and procedures as outlined in the Stampede's Health, Safety and Environment policy CP-006 regulated by ISO14001 Standard. The foreman or designated representative by the foreman or Trades Manager shall be responsible to ensure employees are aware of obligations and responsibilities.

3.11 Payroll

- (a) Wages will be paid biweekly on a Friday. No more than seven (7) days (one calendar week) pay shall be withheld.
- (b) Wages will be automatically deposited directly into each employee's personal bank account. A statement of all earnings and deductions regarding each pay deposit is available electronically.
- (c) If the regular payday falls on a General Holiday, all pay deposits and statements of earnings and deductions shall be available electronically to the employee on the last business day preceding the holiday.

3.12 On Termination of Employment

- (a) Upon termination of employment, the Record of Employment will be submitted electronically to the appropriate government agency and be available to the employee within forty-eight (48) hours (excluding Saturdays, Sundays and General Holidays). A final pay deposit will be made to the employee's bank account on the next regular pay day.
- (b) The apprenticeship record, if not in the possession of the Stampede at the time of termination, shall be forwarded without delay upon receipt of same.
- (c) In the event that the employee has not been paid for as per (a) above, the employee must notify the employer of the violation within forty eight (48) hours, in writing, excluding Saturday, Sunday and General Holidays. Each full day following the notification, that is deemed to be an employer error, the employee shall be paid eight (8) hours at straight time rate of pay for each day, excluding Saturdays, Sundays and General Holidays that the employee is kept waiting for their pay deposit, record of employment, vacation pay and General Holiday pay.

3.13 Reductions in Staff

In the event of a reduction in staff, prior to full time staff being laid off, the company will release Term, Temporary and Casual staff in the trade family affected with the layoff.

3.14 Jurisdiction and Qualifications of Workers

- (a) The Stampede recognizes the IBEW as having jurisdiction over all electrical work being performed on or in facilities owned or operated by the Calgary Stampede. This includes but is not limited to: maintain, replace and repair distribution and control equipment. Replace, maintain and repair electrical systems, electrical generation sources and related electrical equipment. Replacement and upgrading of data cabling and fibre optic systems installed by Calgary Stampede would be IBEW work.
- (b) All electrical work as defined in Article 3.14 will be performed by a certified journeyman or apprentice as described in Article 13.
- (c) All Lighting secured to the building structure will be installed, moved or removed by an electrician covered under this contract. ie., hi bays, theme lights, pin spots.

All power required by or rented from the Event Services group will be installed and removed by an Event Services Electrician. This includes but is not limited to trade shows, galas, theme parties, concerts, and weddings.

All power that is required and electrical rentals inside/outside of booths for trade shows will installed by an Event Services Electrician. This will

include, but not limited to: drops, lacing out of the floor, rental light fixtures owned by the Calgary Stampede including aiming and focusing of said fixtures at the time of installation or as per current practice.

Truss lighting may be installed by other groups. Power for the truss will be installed by an Event Services Electrician.

Installing colouring gels, focusing/ aiming pin spots and theme lights, for a theme type party, wedding, dinner or gala may be done by non-electrical staff.

Any scope of work that is in question, and not covered in this document will be resolved by the event services electrician, the union steward, the event services and trades manager respectively.

ARTICLE 4 - CLASSIFICATION OF EMPLOYEES:

- 4.1 A "full time employee" will be an employee so designated by the Stampede. Full time employee may join the Stampede benefit plans at the appropriate time and the Stampede shall not contribute to any Union training funds, insurance plan, or pension plan for any employee classed as regular full time.
- 4.2 A "part time employee" shall mean an employee who is filling a seasonal or temporary position for an unspecified period of time. The Stampede shall make all required contributions to the Union Trust Fund, The Pension Trust Fund, Education Trust Fund as specified in Schedule "A" attached for all part time and temporary employees. A temporary employee shall mean an employee who is filling a temporary position for a specific period of time.
- 4.3 Regular full time and temporary/part time classifications as contained in this Collective Agreement refer to full time and part time classifications respectively as specified by management from time to time to meet operational need.

The Stampede agrees that a review of the Electrical Department regular full time employee base will be made at least once per fiscal year to a maximum of twice per year. Should conditions exist for the placement of additional regular full time positions, a formal written request will be made by Operations Management. A copy of this request will be forwarded to the I.B.E.W. representative.

ARTICLE 5 - EMPLOYMENT:

- When an employee terminates his service with the Stampede, or is dismissed for cause and is later re-engaged, his seniority shall date only from the date of re-engagement unless reinstatement occurs within three months of the dismissal date. Should this be the case, the employee's last hire date prior to the date of dismissal shall be the seniority date.
- 5.2 Any employee who has been found through established grievance procedures (Article 15) to have been wrongfully dismissed by the Stampede and who is later reinstated shall be compensated in full for all time lost, less any earnings he may have made through other employment during the period of dismissal.
- 5.3 New Termination will be as per the requirements of 55, 56 and 57 of the Employment Standards Code with the exception of; two (2) weeks, if the employee has been employed by the Employer for more than three (3) months but less than two (2) years and temporary part time employees shall receive two hours notice.
- 5.4 All employees who exceed 1,350 hours in the current calendar year will receive an annual appraisal (Performance Review). Each appraisal will be open to the grievance procedure. Appraisals must be signed by the designated foreman or Trades manager doing the appraisal.

ARTICLE 6 - MANAGEMENT RIGHTS:

- 6.1 The Union acknowledges that it is the exclusive function and right of the Employer, subject to the terms of this agreement to:
 - (a) Operate and manage its business in all respects;
 - (b) Maintain order, discipline and efficiency;
 - (c) Make and alter from time to time the rules and regulations to be observed by employees, providing such rules and regulations are uniformly and fairly applied to all employees and are not in conflict with this Agreement; the Employer will endeavour to inform employees of these rules;
 - (d) Direct the working forces;
 - (e) Determine job content, including methods, processes and means of production and handling;
 - (f) Select, hire, promote, demote and layoff because of lack of work;
 - (g) Discipline, suspend, discharge and/or terminate any employee for just cause; however, any alleged wrongful dismissal, suspension or discharge will be subject to the grievance procedure provided herein.
- 6.2 The rights reserved to the Stampede as stated herein are subject to all other provisions of this Collective Agreement and should be exercised in a manner consistent with them.
- 6.3 The Stampede will exercise its rights in a manner that is fair, reasonable and consistent with the terms of this Agreement.

ARTICLE 7 - HOURS OF WORK AND OVERTIME:

- 7.1 When not working under the Letter of Understanding (LOU) # 1, the regular hours of labour shall be 8:00 a.m. to 4:30 p.m. with an unpaid one half (1/2) hour off for lunch Monday to Friday inclusive except for special labour requests.
- 7.2 There may be a deviation from the regular hours of work. Such deviation shall not exceed two (2) hours either before or after the regular hours noted above, or in the Fortnight Schedule LOU # 1, except by mutual agreement by the Union and the Stampede.
- 7.3 Special labour requests shall be limited to those requests for electricians made by outside agencies for Trade and Consumer show services for standby personnel. These requests shall be scheduled by the electrical foreman but in such a fashion that overtime will be limited to "emergency" cases only. "Emergency" cases will be deemed as any work required when notice of less than forty-eight (48) hours is given by the user of the service. This recognizes that the Calgary Exhibition and Stampede is a seven (7) day a week operation and outside agencies expect scheduled service at non-penalty rates. In all cases a copy of the above schedules will be forwarded to the Superintendent. Outside agency does not include the midway service during "Stampede" or "Stampede" setup.

Emergency call-ins will be paid at a rate of double time (2x) the regular rate for a minimum of two (2) hours, all hours exceeding two hours shall be paid at time and one half (1.5) times the regular rate.

- 7.4 The Stampede agrees to distribute overtime as evenly as possible among the members.
 - (a) All overtime shall be one and one half (1 1/2) times the regular rate of pay for all employees for hours worked prior to or after the regular day's work, Saturdays, Sundays and General Holidays included.
 - (b) Employees must be paid a minimum of one half (1/2) hour at the overtime rate for any work performed before or after his regular shift.

ARTICLE 8 - BANKING OVERTIME:

8.1 General

The practice of taking time off in lieu of overtime must be approved for each department

individually. In departments where staff is too small in numbers, or where scheduling difficulties prevent overtime banking, then overtime will not be banked, it must be paid out on each pay cheque.

Employees may be required to "break up" their banked time days where it would disrupt the normal work of the department. As stated below, time taken off must be mutually agreed upon by the employee and his supervisor.

8.2 Banking Overtime

- a. If banking overtime is approved, it shall not exceed eighty hours (80) for any employee. Any overtime worked in excess of eighty hours (80) will be paid out automatically and without exception. Employees may be required to break up their banked time days where it would disrupt the normal work of the department.
- b. For each hour of overtime worked on a general holiday the applicable overtime rate will be paid or the employee can bank that time at applicable rate.
- Any banked time taken in lieu off must be agreed upon by the employee and his/her supervisor.
- d. The regular rate of pay will be paid for banked time off based on the rate of pay on the day overtime was worked.
- e. Employees who have accrued hours in their hour bank must inform management no later than November 30 of the intended use of banked time which must be scheduled to be used prior to December 31. Otherwise, all such banked overtime hours shall be paid out at the applicable rate by the last pay period in December.

ARTICLE 9 - GENERAL HOLIDAYS AND ANNUAL VACATION:

9.1 The following shall be considered general holidays when occurring during the regular work

week: New Year's Day Civic Holiday (first Monday in August)

Family Day
Good Friday
Victoria Day
Canada Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

except when alternate days off declared in lieu of General Holidays, in which case the alternate day off shall be observed in place of the named General Holidays. No deductions in the wages or salaries of any regular employees shall be made on account of the aforementioned General Holiday regardless of the same occurring during the regular work periods.

9.2 When the General Holidays designated in Article 9(1) fall on a regular employee's day off and such day is not worked, the employee shall be granted a day off with regular pay in lieu of the General Holiday on the following working day or a day added to the annual vacation at the discretion of the Stampede.

The Stampede shall use its discretion to ensure that a customer or event is not penalized for a General Holiday. The Stampede will attempt, as practical or reasonable to do so, to schedule employees on the following working day.

9.3 Employees covered by the Agreement shall be entitled to annual vacations as follows:

REGULAR FULL-TIME ELECTRICIANS Up to 1 Year After 1 Year to 5 Years After 5 Years to 15 Years After 15 Years to 25 Years After 25 Years and Over VACATON WITH PAY 10 hours per month 120 hours 160 hours 200 hours 240 hours

PART TIME TEMPORARY ELECTRICIANS

0 Years to 6 Years After 6 Years to 15 Years After 15 Years to 25 Years After 25 Years and Over 6% of 120 hours 8% of 160 hours 10% of 200 hours 12% of 240 hours

Temporary/part time employees must work at least one thousand and forty (1,040) hours to be credited for a year's service in either his first year or any year thereafter.

Any improvements in vacation entitlement set forth by the Stampede policy will be applied to this Agreement.

- 9.4 If a general holiday occurs during a regular full time employee's vacation period, another day with pay shall be given.
- 9.5 Part time employees shall receive four decimal four per cent (4.4%) of their gross earnings up to a maximum of 2080 hours per year to cover the aforementioned General Holiday pay, each and every pay day.

Part time employees utilize vacation time by requesting a regularly scheduled day off with their supervisor's approval. Approved hours will be deducted from hours accrued. Paying out of vacation is not permitted.

If an employee has failed to schedule vacation time within the vacation period, the Stampede may issue two weeks notice to the employee of when their vacation time will begin and conclude.

9.6 Regular full time employees will receive thirty two (32) flex hours of leave annually, as designated in Article 9 to be scheduled as mutually agreed to by the supervisors.

Part time employees will be eligible for twenty four (24) personal leave hours annually provided they have completed one thousand and forty (1,040) hours of service during the twelve (12) months immediately proceeding the requested time off.

Flex and Personal leave conditions are as follows:

- Hours off earned must be used in current calendar year: flex and personal hours not used by the end of the calendar year can not be carried forward. Flex and Personal hours will be scheduled in mutual agreement with the foreman and as per Article 6 Management Rights. Flex and Personal hours must be scheduled in a manner that takes into account the operational needs of the Stampede and must be used throughout the course of the current calendar year. Where possible Flex hours should be used prior to Vacation days.
- Where an employee had not opportunity to use their prorated allotment of Personal leave hours due to Stampede commitments and restrictions, the prorated equivalent will be paid out upon layoff and on the employee's final pay cheque or at the end of the current calendar year.

ARTICLE 10 - GROUP BENEFIT PLAN:

- 10.1 The employees covered by this Agreement shall be subject to the same conditions as all other regular full time employees unless otherwise specified in this Agreement.
- 10.2 Participation in the plans shall be a condition of employment for all employees who commence employment.
- 10.3 The cost sharing of the group benefit plan between the Stampede and **eligible** employees shall be **dependent on the level of coverage selected by the employee:**

The table below is an example of cost sharing on single coverage:

^{*} up to a maximum of 2080 total hours per year.

| | Stampede | Employee |
|--|-----------|-----------------|
| Enhanced Health Care Benefit | 100% | |
| Enhanced Dental Care Benefit | 100% | |
| Basic Life Insurance | 100% | |
| Basic Accidental Death and Dismembern | nent 100% | |
| Basic Critical Illness | 100% | |
| Long Term Disability | | 100% |
| Employee Assistance Program | 100% | |

- 10.4 The Stampede will administer the Plan.
- 10.5 Full time benefits will be according to the Stampede employee's policies.

10.6 Short Term Disability

Purpose:

To provide regular full time employees with Short Term Disability (STD) benefits in the event of personal illness that exceeds available casual sick leave.

 Please note: Short Term Disability will be preceded by a waiting period and may be followed by Long Term Disability (LTD) benefits. The waiting period may consist entirely, or in part, of sick days at full pay. Please refer to the Sick Leave policy (PS -027), and the LTD, or call People Services, for details.

Eligibility:

- All regular full time employees who have successfully completed at least three (3) months of continuous full time employment are eligible for short term disability benefits.
- To qualify for STD, you must be absent in excess of five (5) working days.

Guidelines

- Short Term Disability benefits will be preceded by a waiting period of a five (5) workdays. Your waiting period may consist of casual sick days at full pay. Should you have less than five (5) sick days remaining, the balance of your waiting period will be without pay;
- STD may extend up to 120 calendar days (17 weeks) in duration;
- The rate at which your STD benefits will be paid corresponds to your years of regular full time service. A portion of STD benefits will be paid at 100% of your regular pay rate and a portion may be paid at a reduced rate of 66 2/3% of your regular pay, as per the following table:

| Completed | STD | STD |
|-------------------|------------------------|---------------------|
| Full-Time Service | Pay at 100% | Pay at 66 2/3% |
| 0 - 3 years | 1 week | 16 weeks |
| After 3 years | 1 week per year worked | Balance of 17 weeks |

Chart is based on employee's date of hire.

- A week is defined as five (5) working days, or your normal work week.
- . Should you return to modified work from a period of Short Term Disability and then be

- unable to work at all due to the same illness or disability, you may use your remaining STD period of for continued recovery.
- Short Term Disability benefits are not cumulative; should you return to regular work after a period of STD and subsequently be unable to work due to a new illness or disability, you will be required to re-qualify for STD benefits.
- Should it appear that your illness or disability would exceed the 120 days allowed for Short Term Disability, you will be required to make application for Long Term Disability benefits. In the event that your application for LTD is not accepted, time off for illness or disability which exceeds the STD period will be without pay.
- Vacation continues to accrue while on Short Term Disability. Should a General Holiday fall during your period of STD, you will be paid for the holiday with no reduction in STD;
- Your use of Short Term Disability benefits is at the discretion of, and will be monitored by, People Services.

Procedures:

- You must notify your supervisor immediately, should you miss work due to illness or injury.
- Should it appear that you will require Short Term Disability benefits while you are on Sick Leave, you must contact People Services.
- The Employee Payroll and Benefits Coordinator will establish your Short Term Disability schedule of benefits and copy it to your supervisor, and Payroll.
- Absence documentation, approved and signed by your supervisor, must be submitted to People Services.
- Should it appear that you would require benefits beyond the maximum allowable Short Term Disability, you may be eligible for Long Term Disability benefits. Please refer to the LTD plan benefit information, or contact People Services for details.

10.7 LONG TERM DISABILITY

The Stampede shall purchase Long Term Disability insurance for employees from its insurance carrier which shall be made available to Employees subject to the terms of the policy.

10.8 SICK LEAVE

Purpose:

To provide regular full time employees with Sick Leave benefits in the event of personal illness or sickness of an immediate family member. Please refer to the Sick Leave policy (PS - 027).

Sick leave may consist of Sick Leave (SL), or a combination of SL, Short-Term Disability (STD) and Long Term Disability (LTD) benefits. Please refer to the STD policy (PS - 026) and the LTD plan benefits, or call People Services, for details.

Guidelines:

- Sick Leave benefits will be paid at your regular rate of pay, for the number of hours you
 would usually work on that day.
- Illness occurring during your regular days off or scheduled vacation will not be considered as sick leave, however, sick leave credit may be granted (at the discretion of your Manager and People Services) for periods of hospitalization during your scheduled vacation.
- Should a General Holiday fall during your period of casual sick leave, you will be paid for the holiday with no reduction in sick days;
- SL benefits are not cumulative from year to year; your sick leave benefits will renew each calendar year and will be prorated in the first year of employment.
- Vacation continues to accrue while on SL.
- Your supervisor may, at any time, request a doctor's certificate which specifies the expected length of your recuperation.
- You may use a maximum of three (3) days of your allotted sick leave to attend to the illness of an immediate family member.

- Should you deplete your allotment of sick days for the year, subsequent absences due to illness will be without pay.
- Benefits provided to you through the Sick Leave policy are at the discretion of your Manager and the People Services department, payment of benefits may be withheld or delayed.

Eligibility:

- All full-time employees who have successfully completed their probation period are eligible for sick leave benefits;
- If you have successfully completed your probationary period, but have less than one year of regular full time service, you are eligible for one sick leave, prorated by service, at a rate of eight (8) hours (at full pay) per month worked.
- At the start of the calendar year following the completion of one year of regular full time employment, you will be credited with ninety six (96) hours (at full pay) for the upcoming year. Your SL is non-cumulative, and will renew each calendar year. Sick Leave in the first year of employment will be prorated by service, at a rate of eight (8) hours (at full pay) per month worked.

Procedures:

- You must notify your supervisor immediately, should you miss work due to illness.
- Should it appear that you will be off work for more than ten (10) consecutive days, you
 must also contact People Services.
- Absence documentation, approved and signed by your supervisor, must be submitted to People Services.
- Should it appear that you would require benefits beyond your allotted casual sick leave, you may be eligible for Short Term Disability benefits. Please refer to Short Term Disability Policy (PS - 026), or contact People Services for details.

ARTICLE 11 - BEREAVEMENT LEAVE:

- All full-time employees who have successfully completed their probation period are eligible for bereavement leave.
- You are eligible for five (5) days leave with pay, in the event of the death of a parent, your spouse, or your child (or your spouse's child).
- You are eligible for three (3) days leave with pay, in the event of the death of a sibling, or grandparent (or your spouse's parent, sibling or grandparent).
- You may take two (2) additional days with pay, should out of town travel be required.
- If appropriate, flowers or an equivalent charitable donation will be sent by People Services, on behalf of the Stampede.
- You may be granted up to four (4) hours off with pay, should you wish to attend the funeral of an individual not specified above.
- Please refer to the Leave of Absence policy PS 012.

ARTICLE 12 - WORKING CONDITIONS:

12.1 Rest Period (Work Breaks)

There will be a fifteen (15) minute rest period each morning and afternoon or first and second part of the shift.

12.2 Show Up Time

Any temporary/part time employee called to a job and not required, shall be paid two (2) hours show up time. If an employee commences work and is sent home, he shall be paid one (1) hour extra up to a maximum of four (4) hours, except where his work is suspended because of inclement weather or other circumstances beyond the control of the Stampede.

12.3 Clean Up Time

All employees prior to the completion of the first half of their regular shift shall be allowed five

(5) minutes to clean up their person and ten (10) minutes prior to the end of their regular shift will also be allowed to clean up their person.

12.4 Strikes, Lockouts - Pickets

During the life of this Agreement, there shall be no lockout or strike.

As this Agreement is a maintenance agreement and due to the nature of the business conducted by the Stampede and its employees affected by this Agreement, strikes or picket lines by unrelated industries shall not be cause for employees to be unable to perform their duties.

12.5 Meal Allowance

The Stampede at their expense will provide a meal for employees who are required to work 10.5 hours or more consecutively, where practical and economical. If the Stampede cannot provide the meal the employee shall be granted one half hour of extra pay at the regular rate in lieu of the meal. Meal breaks will be rotated by the foreman in order to provide continuous coverage and meal breaks shall be unpaid. The foreman is responsible to provide numbers of affected employees to the superintendent and the Stampede will attempt to give advance notice where practical or feasible. All hours contained in this clause are subject to the deviation schedule of Article 7.2.

ARTICLE 13 - TRADE CLASSIFICATIONS:

- 13.1 A foreman is a journeyman designated by the Stampede in charge of one (1) or more employees covered by this Agreement.
- 13.2 A master electrician is a journeyman electrician who successfully applied for and completed a master's exam and is entitled to take out electrical permits for electrical installations within the Province of Alberta.
- 13.3 A journeyman electrician is a workman with four (4) years or more experience at the electrical trade, who has passed the qualifying examination in accordance with the regulations of the Alberta Apprenticeship and Industry Training Act for the Province of Alberta, respecting qualifications and licensing of electricians.
- An apprentice is a workman who may use tools of the trade while working with a journeyman electrician on the same job, and shall be registered as an electrical apprentice under the Alberta Apprenticeship and Industry Training Act for the Province of Alberta, prior to commencement of work.
- 13.5 A Supervisor is a position for which a qualified journeyman replaces the foreman with respect to scheduling and job supervision.
- 13.6 A Lead Hand is a position for which a Journeyman assists the Foreman and Supervisor with respect to scheduling and job supervision during a period exceeding two working days and will be paid the applicable supervisory rate.

ARTICLE 14 - JOINT EMPLOYER - UNION COOPERATION COMMITTEE:

14.1 The Stampede and the Union agree to establish a Labour Management Cooperation Committee to meet no less frequently than twice a year or as requested by either party at a mutually convenient time and place to consider matters of mutual concern.

The Committee shall consist of no more than three (3) representatives each of the Employer and the Union whose discussions on matters will be on a non recorded basis or recorded basis by request.

ARTICLE 15 - GRIEVANCE PROCEDURE:

15.1 **Step 1:** All differences between the Stampede and the Union or between the Stampede and one or more Employees, concerning the interpretation, application, operation or an alleged

- violation of this Agreement, shall be settled without stoppage of work or lockout and the dispute shall be resolved in accordance with this Article.
- 15.2 **Step 2:** In the event of any dispute arising out of this Agreement between the Stampede and an Employee or Employees, the Employees or Union shall within three (3) days of the alleged violation submit their complaint in writing to the Employee's immediate Supervisor, with the assistance of a Shop Steward or Union Representative as he sees fit, and the parties shall endeavor to settle the difference.
- 15.3 **Step 3:** If the dispute is not settled within three (3) days after being referred under Article 15.2, the dispute shall be referred to the Park and Facility Services Trades Manager or equivalent and the official representative of the Union, and they shall endeavor to settle the difference.
- 15.4 **Step 4:** If the dispute is not settled within three (3) days after being referred under Article 15.3, the complaint shall be referred to the Director, Park and Facility Services and the Business Representative of the Union, and they shall endeavor to settle the difference.
- 15.5 **Step 5:** If the dispute is not settled within seven (7) days after being referred under Article 15.4 either party may refer the complaint to a Board of Arbitration for settlement in the manner provided for under article(s) 15.7 and 15.8.
- 15.6 If the Stampede or Union wishes to process a grievance on their own behalf, the grievance must be submitted in writing to the other party within ten (10) days of the act giving rise to the incident and must set forth the following information:
 - (a) the nature of the grievance and the background circumstances;
 - (b) the remedy or correction required; and
 - (c) the sections of the Agreement claimed to have been violated.
- 15.7 The party receiving the grievance must inform the other party of its decision within ten (10) days of having received the grievance. Failing satisfactory settlement either party may then submit the grievance to a Board of Arbitration in writing within fifteen (15) days for determination. The arbitration board shall consist of one member to represent each of the respective parties to the grievance, and the two members so appointed shall meet and endeavour to select an independent chair within forty-eight (48) hours. Failing to agree on the selection of an independent chair within forty-eight (48) hours, they shall request the Director of Mediation Services appoint an independent chair.
- 15.8 The parties may by mutual agreement choose to refer a grievance to a single arbitrator rather than a Board of Arbitration. Where a grievance is referred to a single arbitrator, it must be submitted in writing, within fifteen (15) days after receipt of the decision of the party receiving the grievance. Should the grievance not be referred within the fifteen (15) days, the grievance shall be considered terminated. The appointment of a single arbitrator shall be by mutual consent of the Stampede and the Union. Failing agreement between the parties the appointment shall be made by the Director of Mediation Services. The arbitrator shall not change, modify or alter any of the terms of this Agreement.
- 15.9 The majority decision of the Board of Arbitration or single arbitrator shall be final and binding on both parties subject to the provisions of the Alberta Labour Relations Code. The Board of Arbitration or a single arbitrator shall not be vested with the power to change, add to, or amend any of the terms of this Agreement.
- 15.10 The expenses of the members of the Grievance Committee shall be paid as follows: The Union and the Stampede shall pay any fees and expenses of their respective representatives, and the fees and expenses of the chair shall be divided equally. The fees and expenses of a single arbitrator shall also be divided equally between the Stampede and the Union.
- 15.11 In the event that any party to the grievance fails to process the grievance in the time stipulated in any of the steps outlined above, the defaulting party shall be deemed to have

conceded the grievance to the other party.

- 15.12 Procedures as stipulated in this Article may only be varied by written agreement of the parties within the specified time constraints.
- 15.13 Saturdays, Sundays and General Holidays shall not be included in the time constraints.

ARTICLE 16 - SAVINGS CLAUSE:

16.1 Should any article, or any provision, or any part of this Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected hereby. The affected article or provision will be renegotiated.

ARTICLE 17 - TOOLS AND EQUIPMENT:

- 17.1 (a) The Employer shall supply all power tools, pipe cutting and bending equipment, wire pulling equipment, instruments and other construction tools, including appropriate tool boxes for the storage of such tools. Every employee in charge shall be responsible for seeing all tools on the job are locked up on cessation of work each day. All tools lost or broken must be reported to the Employer within twenty four (24) hours.
 - (b) The Employer shall provide lockfast facilities for storage of personal tools normally used by employees in the process of their work when such tools are not in use.
- 17.2 Employees will be held responsible for tools, special and/or protective clothing, and safety apparatus or gear supplied to them by the Employer.
- 17.3 Employees are to supply tools as per the Tool List. Such tools are subject to verification by the Employer upon employment during regular working hours in the presence of the employee.
- 17.4 The employee's personal tools shall be in good condition when he hires on to the job and they shall be maintained and kept in good condition.
- 17.5 The Employer shall replace employee's personal tools when:
 - (a) Such tools are destroyed by fire on the Employer's premises or in a storage place designated by the Employer.
 - (b) Such tools are lost through theft by forced entry of a designated storage place.
 - (c) In the course of an employee's work assignment such tools are damaged beyond repair, provided the employee satisfies his Employer the damage was not intentional or caused by the employee's failure to exercise due care and attention. Normal wear shall not constitute damage.

Tool List:

List of tools to be supplied by journeymen and apprentice electricians:

- 1 Hammer
- 1 Hacksaw Frame
- 1 Keyhole Saw
- 1 10" Level
- 1 10' Measuring Tape
- 3 Assorted Screwdrivers
- 1 Combination Square
- 1 Socket Screwdriver No. 6
- 1 Socket Screwdriver No. 8
- 1 Socket Screwdriver No. 10
- 1 Centre Punch
- 1 Tap Wrench

- 1 6" Adjustable Wrench
- 1 10" Waterpump Pliers
- 1 8" Linemens Pliers
- 1 Diagonal Cutting Pliers
- 1 Needle Nose Pliers
- 1 Knife
- 1 Cold Chisel (2 by 6")
- 1 Wood Chisel (2")
- 1 Tool Box
- 1 Small Set Hexagon Wrenches (Allan)
- 1 Voltage Tester (600V)

ARTICLE 18 - PERSONAL INFORMATION PROTECTION ACT

In accordance with the provincial government's "Personal Information Protection Act" (PIPA, effective January 1, 2004), employees' personal information will only be collected, used, retained and disclosed for purposes related to conducting Stampede employment, volunteer and business relationships. The Stampede is committed to protecting the privacy, confidentiality, accuracy and security of all such information.

Personal information will be retained only as long as necessary for the stated employment, volunteer or business purpose, and will not be sold or given away at any time without your consent. Employees may access their own employee files upon request by contacting People Services to make an appointment.

Information collected may include an employee's name, address, phone number, birth date, gender, social insurance number, education, qualifications, training, experience, professional designations, job title, hire date, languages spoken, marital status, dependent information, medical status, bank account, and emergency contact information. On occasion, spousal or dependent information, such as name, address, phone number, birth date and gender may also be requested.

The information collected is used to maintain employment relationships with the Stampede, and to ensure employee eligibility for, and participation in, related plans or programs.

In the event that information must be shared with a third party (for example: Ultimate Software for payroll services, or SunLife for benefits), the Stampede will endeavor to ensure that those parties are also in compliance with all applicable legislation and that employee information is protected. The Stampede is obligated to provide information upon demand to law enforcement personnel, courts and government agencies, particularly if imminent danger to life or property is perceived and could be avoided by sharing the information.

The Stampede's designated Privacy Officer is the senior person designated in the People Services department. For further details, please refer to Privacy Policy **CP - 007**.

| | | Oc | tober 1, 20 | 16 To Septe | mber 30, 2017 | | 11 11 11 1 | |
|----------------|------|--------------|------------------------|-------------|----------------------------------|--------------------------|--------------------------------------|--|
| | | FULL | FULL TIME PART TIME | | | | | |
| | | BASE RATE | *CS PENSION 3.5% | BASE RATE | **CS UNION PENSION CONTRIBUTIONS | ***HEALTH AND WELFARE | ADDITIONAL EMPLOYEE DEDUCTIONS | |
| Foreman | 110% | 49.20 | 1.72 | ASSET. | | | I HILL | |
| Supervisor | 105% | 46.97 | 1.64 | 41.48 | 6.35 | 2.00 | 0.00 | |
| Journeyman | 100% | 44.73 | 1.57 | 39.50 | 6.35 | 2.00 | 0.00 | |
| 4th year appr | 80% | 35.78 | 1.25 | 31.60 | 6.35 | 2.00 | 0.00 | |
| 3rd year appr. | 70% | 31.31 | 1.10 | 27.65 | 6.35 | 2.00 | 0.00 | |
| 2nd year appr. | 60% | 26.84 | 0.94 | 23,70 | 3.18 | 2.00 | 0.00 | |
| 1st year appr. | 50% | 22.36 | 0.78 | 19.75 | 0.00 | 2.00 | 0.00 | |

| | | Oc | ctober 1, 20 | 17 To Septe | mber 30, 2018 | a se tildir | | | |
|----------------|------|--------------|------------------------|-------------|----------------------------------|--------------------------|--------------------------------------|--|--|
| | | FULL | TIME | PART TIME | | | | | |
| | | BASE RATE | *CS PENSION 3.5% | BASE RATE | **CS UNION PENSION CONTRIBUTIONS | ***HEALTH AND WELFARE | ADDITIONAL EMPLOYEE DEDUCTIONS | | |
| Foreman | 110% | 49.20 | 1.72 | | | 121 | 阿斯斯斯 | | |
| Supervisor | 105% | 46.97 | 1.64 | 41.48 | 6.35 | 2.00 | 0.00 | | |
| Journeyman | 100% | 44.73 | 1.57 | 39.50 | 6,35 | 2.00 | 0.00 | | |
| 4th year appr. | 80% | 35.78 | 1.25 | 31.60 | 6.35 | 2.00 | 0.00 | | |
| 3rd year appr. | 70% | 31.31 | 1.10 | 27.65 | 6.35 | 2.00 | 0.00 | | |
| 2nd year appr. | 60% | 26.84 | 0.94 | 23.70 | 3.18 | 2.00 | 0.00 | | |
| 1st year appr. | 50% | 22.36 | 0.78 | 19.75 | 0.00 | 2.00 | 0.00 | | |

| | | Uç | toper 1, 20 | 18 To Septe | mber 30, 2019 | | | | | |
|----------------|------|--------------|------------------------|-------------|----------------------------------|--------------------------|--------------------------------------|--|--|--|
| | | FULL | TIME | | PART TIME | | | | | |
| 914 44 | | BASE RATE | *CS PENSION 3.5% | BASE RATE | **CS UNION PENSION CONTRIBUTIONS | ***HEALTH AND WELFARE | ADDITIONAL EMPLOYEE DEDUCTIONS | | | |
| Foreman | 110% | 49.70 | 1.74 | | | | | | | |
| Supervisor | 105% | 47.44 | 1.66 | 41.90 | 6.35 | 2,00 | 0.00 | | | |
| Journeyman | 100% | 45.18 | 1.58 | 39.90 | 6,35 | 2,00 | 0.00 | | | |
| 4th year appr. | 80% | 36.14 | 1.26 | 31.92 | 6.35 | 2.00 | 0.00 | | | |
| 3rd year appr. | 70% | 31.63 | 1.11 | 27.93 | 6.35 | 2.00 | 0.00 | | | |
| 2nd year appr. | 60% | 27.11 | 0.95 | 23.94 | 3.18 | 2.00 | 0.00 | | | |
| 1st year appr. | 50% | 22.59 | 0.79 | 19.95 | 0.00 | 2.00 | 0.00 | | | |

* The Calgary Stampede's total contribution to the Calgary Stampede Defined Contribution pension for full time employees will be 3.5%. Employee contribution to the Calgary Stampede Defined Contribution Plan is 3.5%

**The Union pension fund rate is \$6.35. Calgary Stampede will contribute \$6.35 to the union pension fund. Any increases as directed by the union will be an additional deduction from the employee.

***The Union health and welfare fund rate is \$2.00. Calgary Stampede will contribute \$2.00 to the health and welfare fund. Any increases as directed by the union will be an additional deduction from the employee.

IN WITNESS WHEREOF the parties have executed this Agreement by causing duly authorized officers to sign the collective agreement on their behalf.

Signed on this 13th day of Sec, 2016

Calgary Exhibition and Stampede Limited:

Paul Rosenbe

Paul Rosenberg

Chief Operating Officer

PER Josee Lamoureux

Director, Park and Facility Services

ER Steve Ager

Trades Manager

ER11 (Maria Watts

People Services

LOCAL UNION 254 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS:

ER Brad Dougherty

Assistant Business Manager

Derrick Cowie Shop Steward

Peter Bernier

Assistant Shop Steward

Letter of Understanding # 1 Between Calgary Exhibition and Stampede And International Brotherhood of Electrical Worker Local 254

March 1, 1990

REVISED October 1, 2016

Re: Hours of Work Flexibility

A-1 It is acknowledged that the Calgary Exhibition and Stampede is a unique seven (7) day a week operation dependent upon outside promoters and clients who produce events which cannot economically be scheduled during regular working hours. These promoters therefore expect to be able to schedule service at non penalty rates.

The International Brotherhood of Electrical Workers and the Calgary Exhibition and Stampede jointly recognize the need to remain competitive in industry, expand the operation of electrical services while promoting a positive environment in which to be employed.

As a result of this event schedule, it is recognized that the Calgary Exhibition and Stampede can schedule required event personnel who are bound by this Agreement to work at the regular rate of pay providing at least seventy two (72) hours advance notice has been given. The work required for the event must also not be able to have been completed during regular working hours due to the context of the work or event booking conflicts.

The Stampede further recognizes that regular staff must be scheduled on such a basis for these events as to maintain a fair distribution of these extraordinary regular hours of work. This also includes any work required under A-3.

The Stampede further recognizes that staff shall not be required to lose or break up a normal shift of work, eight (8) regular hours, and will offer to make up any shortfalls of work due to an event schedule exceeding three (3) hours with other duties immediately preceding or following the scheduled event. In addition, with the employee and Unions consent, shortfall hours may be scheduled as part of the regular shifts remaining in the work week.

Any event scheduled electrical duties less than three (3) hours duration during non regular hours shall be paid out at the applicable overtime rate.

The intent of this clause is to ensure that employees bound by this "Letter of Understanding" are not unnecessarily scheduled at the regular rate of pay to accommodate electrical requirements which could have been completed during regular hours or within the three hour exception noted above.

All events scheduled during General Holidays shall be paid at the applicable overtime rate.

A-2 For purposes of this Agreement, Stampede set up will be excluded and operated as in previous years with the exception of a single scheduled rest day which may fall Sunday to Saturday inclusive. Hours worked during the annual Stampede shall be at the regular rate up to eight hours per day and forty hours per week. All hours exceeding forty hours per week shall be at the applicable overtime rate.

| | Sun. | Mon. | Tues. | Wed. | Thurs. | Fri. | Sat. | | Total Overtime |
|------------|------|------|-------|------|--------|------|------|----|-------------------|
| Employee X | 10 | 10 | off | 10 | 8 | 8 | 10 | 40 | 16 |
| Employee Y | off | 10 | 10 | 10 | 10 | 8 | 8 | 40 | 16 |

In the event an employee does not achieve at least forty hours in a week due to scheduled time off or layoff, this clause shall not be applicable to the employee in question.

A-3 It is understood by both parties to this agreement that any disruption to the Stampede operation or activities must be kept to a minimum, therefore the following will apply:

For extraordinary events such as but not limited to; power shutdowns or construction in disruptive environments - office areas during regular work hours, race track work during training or the races, the Stampede can schedule employees with seventy two (72) hours notice for employees to work a regular shift at non regular hours at the employees regular rate of pay. The Stampede further recognizes this will only be enacted in the event work during regular hours would be disruptive to Stampede operations or activities. This is only valid for the above conditions and the Stampede shall seek IBEW approval in the event this clause is used more than eight times per fiscal year.

If overtime is worked it would, therefore, be at one and one half (1 1/2) times the regular rate of pay.

Signed this 15 day of Vecember, 2016

Calgary Exhibition and Stampede Limited

International Brotherhood of Electrical Worker Local 254

Brad Dougherty, Assistant Business Manager

Letter of Understanding # 2 Between Calgary Exhibition and Stampede And International Brotherhood of Electrical Worker Local 254

October 1, 2016

Re: Full Time Electrician's Pension Plan

The union and the Calgary Stampede agree to initiate discussions to explore Pension plan options within the term of this agreement.

The Calgary Stampede is committed to meet with the Union to resolve this issue.

Signed this 15 day of December, 2016

Calgary Exhibition and Stampede Limited

International Brotherhood of Electrical Worker Local 254

Stowellas

Brad Dougherty, Assistant Business Manager

Letter of Understanding # 3 Between Calgary Exhibition & Stampede And LOCAL UNION 254 of the International Brotherhood of Electrical Workers

February 19, 2014

Revised October 1, 2016

Re: Hours of Work - Nine (9) Day Fortnight

The intent of this Letter of Understanding to provide structure around a nine (9) day fortnight work schedule.

When an employee is designated to work a nine (9) day fortnight rotation, the following provisions shall apply:

- a. Employees, where designated, shall work nine (9) days in each fortnight, with one week consisting of four (4) days of work with three (3) days off and the second work week consisting of five (5) days with two (2) days off.
- The work schedule shall be established to ensure that the operational requirements are maintained.
- c. Following three consecutive days off (i.e. Saturday/Sunday and General Holiday), employees shall be required to work on the day following the General Holiday.
 - i. If the General Holiday was to have been their earned day off, the employee will receive a credit of a day in lieu of the General Holiday.
 - ii. The maximum time an employee may accumulate is the equivalent of five (5) working days in lieu of General Holidays.
- d. The length of the work day shall be nine (9) hours inclusive of two (2) fifteen (15) minute work breaks and exclusive of a thirty (30) minute lunch break commencing at 12:00 noon unless otherwise designated for emergency reasons. One day each pay period shall be eight (8) hours long. Employees shall be paid for eighty (80) hours in each bi-weekly pay period. Hours worked during the nine (9) day fortnight will be considered regular working hours, with any additional time worked to be considered overtime which will be paid out at one and one half (1.5) times the regular rate.
- e. The normal day shift of employees shall be that shift where hours of work are between 7:00am and 4:30pm. It may become necessary to schedule employees as per event requirements. All changes in shift hours shall be posted two (2) days prior to the shift being worked.
- f. In emergency situations, an employee may be called in to work on their earned day off. The employee shall be compensated with a straight time lieu day that is mutually agreed to between the employee and the employer or designated representative.
- g. The Stampede wishes to have the flexibility to change the employees earned day from Friday to Monday or (Monday to Friday) for reasons of operational efficiency (i.e. to set up or tear down a show).
 - i. Employees will be requested to change their earned day off on a voluntary basis on being given five (5) days notice. Where the change in earned day off cannot be obtained on a voluntary basis, Management will be able to assign the change.
 - ii. Employees whose earned day off will be compensated with a straight time lieu day either Friday to Monday or (Monday to Friday) unless another day is mutually agreed to.

h. If, at any time, either party deems that the fortnight is not conducive to their interests, the work schedule will revert back to the five (5) / eight (8) hour days.

Fortnight Schedule Options

| | | Sun | Mon | Tue | Wed | Thu | Fri | Sat | |
|------------|-------|-----|-----|-----|-----|-----|-----|-----|--|
| C-ll-l- A | WK 1 | х | 9 | 9 | 9 | 9 | 8 | х | |
| Schedule A | WK 2 | х | 9 | 9 | 9 | 9 | EDO | х | |
| | · · · | | | | | | | | |
| C-1I-I-P | WK 1 | х | 9 | 9 | 9 | 9 | EDO | | |
| Schedule B | WK 2 | х | 9 | 9 | 9 | 9 | 8 | х | |
| | | | | | | | | | |
| 61 11.6 | WK 1 | х | EDO | 9 | 9 | 9 | 9 | х | |
| Schedule C | WK 2 | х | 8 | 9 | 9 | 9 | 9 | х | |
| | | | | | | | | | |
| 51.11.5 | WK 1 | х | 8 | 9 | 9 | 9 | 9 | х | |
| Schedule D | WK 2 | х | EDO | 9 | 9 | 9 | 9 | x | |

The foreman will make every possible effort to ensure that the Employees are equally spread out amongst the four (4) schedules.

Signed this / 5 day of December 2016

Calgary Exhibition and Stampede Limited Brotherhood of Electrical Workers LOCAL UNION 254 of the International

Steve Ager, Trades manager

Brad Dougherty Assistant Business Manager