
COLLECTIVE AGREEMENT

BETWEEN



UNITED STEELWORKERS LOCAL 1-405

AND

**RESORTS OF THE CANADIAN ROCKIES INC.
TRICKLE CREEK LODGE**

Effective October 1, 2019 – Expires September 30, 2022

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ARTICLE 1 – INTRODUCTION

1.01 Purpose

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those Employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefits of the parties hereto.
- (b) Further, the purpose of this Agreement is to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes, lockouts, slowdowns or other interferences with the operations of the Employers business and to enhance the living standards and working conditions of the employees.

1.02 Gender References

All articles and clauses referred to in this Agreement apply equally to both male and female Employees.

1.03 Non Discrimination/Harassment

- (a) The Union and the Employer, including their representatives, shall not discriminate against any Employee or member and shall comply with the Human Rights Code of the Province of British Columbia.
- (b) The Employer and the Union recognize the right of Employees to work in an environment free from harassment. The Employer shall take every reasonable step to correct any such action. If the action taken by the Employer is not satisfactory to the Union the matter may be referred to the Grievance Procedure contained in this Agreement.
- (c) An Employee who alleges harassment, sexual harassment, or discrimination may file a grievance pursuant to this Agreement.
- (d) If an Employee files a grievance, the Employer shall carry out forthwith, an independent investigation into the complaint which forms the basis of the grievance and the Employer shall advise the Union immediately in writing when the grievance is filed that such an investigation is being undertaken.
- (e) Any information directly related to the investigation undertaken shall remain confidential but shall be provided to the Union.

- (f) The Employer shall post in the workplace, in an area that is accessible to all Employees, a Policy regarding harassment and discrimination. A copy of the policy will be attached as Appendix B. This Policy shall not be changed unless required to comply with existing and/or amended provisions of the B.C. Human Rights Code, or if the parties agree to do otherwise.

1.04 Employee Definitions

(a) Full-time Employee

All Employees who work on a regular Full Time basis, twenty-eight (28) hours per week or longer, averaged over a six (6) month period, in accordance with Article 9.07(a).

(b) Part-time Employee

All Employees other than full time who work regular scheduled shifts. Part time employees will have preference over casuals for all available work.

(c) Casual Employee

All Employees who work for a specific term, relief or on an on call basis.

(d) Category Change -

- (a) No Categories shall be changed if the cause of the change was due to official company lay-off, official company leave, confirmed medical leave or leave due to workplace injury. In these instances, all categories shall remain the same.

Categories may change if an employee's hours exceeds or declines twenty-eight (28) hours per week, averaged over a six (6) month period. All authorized leave counts towards the average of hours over the six (6) month period.

1. Employees within a category may change from one category to another provided there is a position available.
2. It is understood and agreed that all changes in the job classification are subject to the provisions of Article 10.

ARTICLE 2 - UNION RECOGNITION

2.01 Recognition of Exclusive Bargaining Agent

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the Employees in the bargaining unit described in the certification issued by the Labour Relations Board.
- (b) For purposes of this Agreement, the terms "employee" or "employees" shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent.

2.02 Contracting Out

The Employer agrees that work performed by Employees, covered by the terms and conditions of this Agreement, shall not be contracted out where such contracting out would result in a reduction of regular hours worked by an Employee, or the layoff of an Employee, or eliminate the requirement to create a new position.

2.03 Union Lapel Pin

The Parties agree that all the Union Employees are entitled to wear a union lapel pin while on duty.

ARTICLE 3 - UNION SECURITY

3.01 Cooperation

The Employer and the Union agree to cooperate in administering the policies and processes as set out in this Article.

3.02 Union Membership

All Employees shall, upon hire become members of the Union and maintain membership in good standing throughout the term of this Agreement as a condition of continued employment. This provision shall also apply to any Employee who is reinstated as a member of the Union.

3.03 Union Dues and Fees

- (a) The Employer shall require all new Employees at the time of hire to authorize the deduction from their salary, union initiation fees, monthly dues and assessment approved by the Union. Such authorization shall be in duplicate on forms provided by the Union. The assignment shall become effective thirty (30) calendar days from the date of execution.
- (b) The Employer shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the Employee) to the Union prior to the end of each month, (ex. dues deducted in Sept. will be remitted in Oct.) with a written statement of names of the Employees, in alphabetical order, from whom the deductions were made and the amount of each deduction. Such statements shall also list the names of the Employees from whom no deductions have been made and the reasons why, along with any forms required by the Union.
- (c) An Employee who refuses to sign an authorization for the deduction of Union Dues, fees or assessments, or revokes such assignment, shall be discharged by the Employer.

3.04 No Individual Contracts or Agreements

No Employee shall be compelled to or be allowed to enter into any individual contract or agreement with the Employer concerning any of the conditions of employment or varying the conditions of employment contained herein.

3.05 Indemnity

- (a) Notwithstanding anything to the contrary, there shall be no financial responsibility on the Employer to honor the assignment of fees and dues unless the Employer owes the employee sufficient unpaid wages to pay the dues and fees assigned.
- (b) The Union agrees to indemnify and save harmless the Employer against any and all claims or other forms of liability that may arise out of or by reason of deductions or payments made pursuant with this Article.

3.06 Bargaining Unit Work

- (a) No person whose regular job is not in the Bargaining Unit will work on any job for which rates are established by this Agreement, except for the purposes of instruction, experimentation, management training or emergency, in which cases, no Employee in the Bargaining Unit shall be displaced or replaced or will it prevent a position from being posted, except when Employees are not available.
- (b) "Emergency" for the purposes of subsection (a) above is defined as a situation which is beyond the control of the Employer, such as a short term circumstance which is not possible to predict.

3.07 Bulletin Board

The Employer shall provide a Bulletin Board, in an area accessible to the Employees, for the exclusive use of the Union for the purposes of posting general union activities.

3.08 Union Access

The Union shall be given access to the workplace, with prior notice, to conduct union business. Such access shall not interfere with the normal operations of the workplace.

3.09 Joint Consultation Meetings

It is recognized that employees of the Company have a keen interest in the on-going operational and financial activities. To permit an exchange of ideas and to achieve an improvement in the experience for guests and members, representatives of the Union will meet with representatives of the Company a minimum of four (4) times during the year. Such meetings will have a formal agenda agreed-upon in advance and are not intended to impinge upon Management Rights. The employer agrees to be open to discussions with Shop Stewards to address issues and concerns as needed.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Management Rights

The Management of and the direction of the working force, including the right to plan, direct and control the Employer's operations, to establish the hours of work, maintain discipline and efficiency of the Employees, to require Employees to observe reasonable rules and regulations, to hire, layoff, or relieve Employees from duties, to promote and transfer, and to suspend, discipline and discharge Employees for just and proper cause, are to be the sole right and function of the Employer, subject to the terms of this Agreement.

4.02 Rules and Regulations

The Employer may make rules and regulations, which shall not be unreasonable, governing the work environment and conduct of Employees. The Employer shall provide the Union with a copy of such rules and regulations from time to time, including any amendments made thereto. The Union reserves the right to grieve any such rule or regulation, if the Union considers it unreasonable, at the time of implementation or at the time it is applied to individual Employees.

4.03 Conflict with Agreement

Should the Employer introduce any Company rule that conflicts with the terms of this Agreement, this Agreement shall take precedence.

ARTICLE 5 - JOB STEWARDS

5.01 Job Stewards

- (a) The Employer will recognize any duly appointed or elected Job Stewards provided the Union has first advised the Employer in writing of the names of the Employees so appointed or elected. The Union agrees to advise the Employer in writing of any changes made to the list of Job Stewards. The duties of the Job Stewards shall be to assist in the resolution of disputes and grievances.
- (b) The Job Stewards first obligation is the fulfillment of their responsibilities as Employees. During working hours, a Job Steward is not entitled to engage in Union activities other than the necessary involvement in the resolution of disputes and grievances.
- (c) Job Stewards shall not leave the assigned work areas on Union business, without prior approval. Such approval will not be unreasonably withheld.
- (d) The necessary time which is spent by Job Stewards during their regular working hours in resolving disputes and grievances, or in attending meetings with the Employer, shall be considered to be time worked.
- (e) **New Employees**

New Employees shall be advised by the employer on their first day of work, the name or names of the Job Steward in their area of work. The Job Steward will provide the new Employee with a copy of the Collective Agreement, a list of Safety Committee members and any other pertinent Union information. The Job Steward will be given a maximum of fifteen (15) minutes with each new Employee to carry out the above duties.
- (f) The employer will accommodate and provide meeting space for union discussions where to resolve disputes or grievance. This provision will be not be unreasonably denied. The employer will provide space for a locking file cabinet of which shall be supplied by the Union.

ARTICLE 6 - WORK STOPPAGES

6.01 No Strike or Lockout

- (a) There shall be no strike, lockout, slowdown, or stoppage of work during the term of this Agreement by either Party.
- (b) The Employer shall not require any member of the Union to cross a picket line which has been declared lawful by order or decision of the Labour Relations Board.
- (c) The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

7.01 Grievances

A Grievance shall be defined as any complaint, disagreement or differences of opinion between the Parties respecting the interpretation, application, operation or alleged violation of this Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.

7.02 Union Committee

The Union Committee will deal with all grievances through the grievance procedure. Meetings of the Committee with Management shall, when possible, be held during working hours.

7.03 Grievance Procedure

In the event a grievance should arise it shall be dealt with in the following manner:

STEP 1

The Employee involved, with or without the Job Steward, shall first take up the matter with the Employee's immediate Supervisor within fourteen (14) calendar days of the grievance.

STEP 2

If a satisfactory settlement is not resolved at Step 1, the grievance shall be reduced to writing by both parties and taken up with the grievor, the Union Committee and the Manager, within fourteen (14) calendar days of the completion of Step 1. If desired, the Union Business Agent shall accompany the Committee.

STEP 3

If the grievance is not satisfactorily resolved at Step 2, it shall be referred to the Local Union and the Manager within fourteen (14) calendar days of the Completion of Step 2.

STEP 4

If a satisfactory settlement is not reached at Step 3, the matter shall be dealt with by Arbitration as referred to in this Article.

7.04 Arbitration Procedure

- (a) If the grievance is not satisfactorily resolved at Step 3, either the Union or the Employer, within fourteen (14) calendar days of the completion of Step 3, may by written notice, refer the grievance to Arbitration as outlined in this Article.
- (b) The Parties shall within seven (7) calendar days agree on a single Arbitrator.
- (c) Failing agreement on a single Arbitrator, either Party may apply to the Director of the Collective Agreement Arbitration Bureau of the Labour Relations Board to appoint an Arbitrator.

7.05 Authority of the Arbitrator

- (a) The Parties to the arbitration recognize the authority of the Arbitrator as set out in the Labour Relations Code of B.C.
- (b) The Arbitrator shall not have the right to change, modify or alter this Agreement.
- (c) The decision of the Arbitrator shall be final and binding on the Parties to this Agreement.

7.06 Cost of Arbitration

The expense of the Arbitrator shall be borne equally by the Union and the Employer and each of the Parties shall bear the cost of their own representatives and witnesses.

7.07 Policy Grievance

Either party to this Agreement may file a policy grievance involving the general application, interpretation, or alleged violation of any provision of this Agreement and the matter shall be dealt with at Step 2.

7.08 Time Limits

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

Abandonment – where the Employer informs the Union in writing that the grievance will be considered abandoned unless moved to the next step, and the Union does not reply within five (5) working days of receiving the notice, the said grievance will be considered abandoned and all further recourse to the grievance procedure forfeited. The rule will apply to the Employer, if the Union notifies them about the grievance.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

8.01 Discipline

- (a) Employees who have completed their probation period can only be disciplined or discharged for just and proper cause.
- (b) During the probation period specified in this Agreement, an Employee may be discharged if the Employee is unsuitable for status as an Employee.
- (c) In the event that an Employee is disciplined or discharged the Job Steward will be notified and be present at any meeting the Employer has with the Employee unless the employee declines to have the steward present.
- (d) Disciplinary letters on an Employee's file, that exceed eighteen (18) months from the date of issuance, shall not be used to support or substantiate subsequent discipline of a similar nature. Except those disciplinary letters involving discrimination, sexual harassment, harassment, theft or violence.

ARTICLE 9 - SENIORITY

9.01 (a) Departmental Seniority

For the purpose of this Agreement, Seniority shall be defined as an Employee's length of continuous service from the date of hire, with the Employer, within the Department in which the Employee is employed. Employees on Educational Leave of two (2) months or longer will have their seniority frozen for the period of the leave.

(b) Department

For the purpose of this Agreement, the term "Department" shall be understood to mean those departments identified within this Agreement.

(c) Total Seniority

Total Seniority will be defined as an employee's total length of continuous service with the Employer from the last date of hire.

(d) Seniority Defined

There shall be two types of seniority; Departmental Seniority and Total Seniority. Wherever the word "seniority" is used in this Agreement without qualification, it shall mean Total Seniority.

(e) Temporary/Permanent Change in Department

Where an employee is scheduled or temporarily bumps into a different department, they will continue to accrue seniority in their regular department. If an Employee permanently bumps or moves into a different department they will accrue continuous seniority from the date they entered the new department.

(f) Annual Vacation Entitlement

Annual Vacation entitlement will be determined by the employee's Total Seniority as defined in Article 9.01(c) above.

9.02 Probationary Period

- (a) All Employees shall be considered probationary for the first three (3) months of employment. The probationary period may be extended by mutual agreement of the Employer and the Employee. It is understood

and agreed any period of layoff will not be considered as part of an employee's probationary period.

- (b) Probationary Employees will accrue seniority during their probation period and their seniority will only be applied against other probationary Employees. Those credits earned by a probationary Employee are transferable when the Employee completes the probation period.

9.03 Loss of Seniority

An Employee will lose all seniority rights where the Employee:

- (a) voluntarily terminates employment;
- (b) is discharged and not reinstated in accordance with the terms of this Agreement;
- (c) is laid off and not recalled for a period of six (6) calendar months;
- (d) exceeds approved leave without permission other than medical leave;
- (e) is absent from work for five (5) consecutive working days without a valid reason; or
- (f) accepts severance pay in accordance with this Agreement.
- (g) Except for those circumstances outlined in Section (a) above, Employees will not lose their seniority where they request and it is granted, a change within a category from full-time to part-time, or to casual.

9.04 Workforce Reductions

- (a) In the event of layoff within a Department, the last Employee hired within the Department shall be the first laid off. However, a senior employee may volunteer for lay off provided those employees remaining are qualified to perform the available work.
- (b) An Employee who has been displaced to a different department as a result of a layoff must return to her/his former position if and when it becomes available.
- (c) An Employee who has been laid off must ensure that the Employer has a current phone number and address to enable the Employer to make contact in the event of recall.

9.05 Recall from Layoff

- (a) A laid off Employee shall be recalled as work becomes available based on seniority, provided only that the Employee has the present ability to perform the work available.
- (b) The Employer agrees that recall notification will be by direct contact, including personal contact, telephone, or registered mail. Any Employee failing to report for duty within four (4) days from the time of such notification shall be considered to have resigned without notice.

9.06 Continuation of Seniority

An Employee shall not suffer a loss of Seniority Rights while away from work for any authorized Leave of Absence, except as per Article 9.01 (a).

9.07 Seniority Lists

- (a) The Employer agrees to post seniority lists, by Department, on or before the 1st day of May and on or before the 1st day of November in each year. The seniority lists shall contain the following information:
 - (i) the Employee's name
 - (ii) the Employee's date of hire
 - (iii) the Employee's job classification
 - (iv) Department and Total Seniority for each employee
- (b) The seniority list shall be posted by the Employer for a minimum of thirty (30) calendar days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) calendar days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, copies of the seniority list shall be given to the Job Stewards and the Local Union office. The Union will not be denied a copy of an up-to-date seniority list for the purpose of resolving a grievance.
- (d) New Employees will be added to the seniority list upon commencement of employment.

ARTICLE 10 - JOB POSTING

10.01 Vacancies

- (a) All jobs upon becoming vacant or when created shall be posted on the Bulletin Board for a minimum of five (5) working days. The notice shall indicate whether the job is full-time, part-time, permanent or temporary, the job classification, wage rate, and a brief description of the duties involved. The Employer shall provide copies of the posting to the Job Steward and Union office.
- (b) The Employer shall advise absent Employees of all job postings and provide them with the opportunity to bid on such positions.

10.02 Successful Applicant

- (a) If one (1) or more Employees apply for a posting, the Employer shall fill such posting on the basis of seniority, provided such senior employee possesses the ability to perform the work required.
- (b) An Employee accepted for a job posting shall be placed in the job posted for at the earliest opportunity.
- (c) Where there is no successful candidate the Employer shall fill the vacancy through other sources available to the Employer.

10.03 Promotion and Trial Period

- (a) Any Employee who is granted a promotion or transfer, shall be provided a trial period of not more than twenty (20) working days. During the trial period the Employee must demonstrate the ability to meet the requirements of the position.
- (b) Should the Employee be unable to satisfy the requirements of the job during the trial period, or should the Employee decide not to continue in the job, the Employee shall be returned to the former job held. In addition, any other Employees affected shall also be returned to their former jobs held.

ARTICLE 11 - HOURS OF WORK

11.01 Normal Straight Time Hours of Work

- (a) The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
 - (i) not more than eight (8) hours in any one day;
 - (ii) not more than five (5) working days in any seven (7) consecutive day period;
 - (iii) not more than forty (40) hours in any five (5) working day period, and
 - (iv) no shift shall be less than four (4) hours in any one (1) day.
 - (v) alternate shifts may be negotiated **with the union**.
- (b)
 - (i) All shifts shall be assigned on the basis of seniority and the Employee's ability to perform the work available.
 - (ii) If the senior employees decline the work it is understood the junior employee will accept the assignment. It is further understood the junior employee(s) who decline shifts may be subject to discipline.
- (c) There shall be a minimum of eight (8) hours time off between shifts. The Employer may schedule less than eight (8) hours, it being understood that an Employee has the right to refuse the shift without reprisal by the Employer.

11.02 Minimum Daily Pay

- (a) Reporting Pay

An Employee who has not been notified not to report for work and reports for work as previously scheduled, and is sent home because no work is available, shall be paid two (2) hours pay at the Employee's regular straight time rate of pay.

- (b) Regular Shift

If an Employee starts work on a scheduled shift and is then sent home, due to a lack of work, the Employee shall be paid a minimum of four (4)

hours at the Employee's regular straight time rate of pay or for work actually performed, whichever is greater.

11.03 Work Schedules

- (a) The Employer shall post a work schedule in a conspicuous place every two (2) weeks for the information of Employees. The work schedule covers the period commencing one (1) week after the posting of the schedule and shall contain the following information for each scheduled Employee:
 - Employee's name
 - classification
 - days off
 - starting and finishing times (where possible)
- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of each Employee to check the posted work schedule.
- (c) In the event that the Employer changes the next scheduled shift of an Employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the Employee of the change.
- (d) All changes to the work schedule shall be dated.
- (e) The Employees agree there will be no switching of shifts without the approval of their immediate Supervisor or in his/her absence, the manager.
- (f) The Employer may schedule a split shift where the Employee agrees to work such shift.
- (g) Days off

Days off in each seven (7) consecutive days will be as follows:

- (i) All employees shall receive two (2) consecutive days off in each seven (7) days, no more than five (5) consecutive days worked.
- (ii) Notwithstanding (i) above, should a shift become available to an Employee, it shall be the Employee's option to split days off,

11.04 Changes in Work Schedules

- (a) In situations other than emergencies, scheduled Employees are entitled to forty-eight (48) hours notice of any change in their respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an Employee to report for an assigned schedule, the Employer may give notice of less than forty-eight (48) hours, but not less than eight (8) hours, when changing work schedules.
- (c) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

11.05 Shift Hours

- (a) The Employer will schedule the maximum number of eight (8) hour shifts per day where possible for employees, subject to 11.01(b).
- (b) Employees who are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice prior to the start of the shift, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.

By mutual agreement, the Employer may have the option to schedule up to 10 hours per day for Front Desk and Maintenance Departments. All other Departments will be scheduled a maximum of 8 hours per day.

11.06 Rest and Lunch Periods

- (a) All Employees shall receive a one-half (½) hour paid lunch break during the fourth or fifth hour of their shift or if unable to take their break they will be paid one-half (½) hour at their regular rate of pay.
- (b) All employees shall receive a fifteen (15) minute paid rest break during the mid point of each half shift.

11.07 Overtime

Time worked in excess of the normal hours of work must be authorized by the Employee's immediate Supervisor and such authorized time shall be paid for as follows:

- (a) Time and one-half the Employee's regular hourly rate for all hours worked in excess of eight (8) hours per day;
- (b) Time and one-half the Employee's regular hourly rate for all hours worked in excess of forty (40) hours per week;
- (c) Time and one-half the Employee's regular hourly rate for the first eight (8) hours worked on a Paid Holiday, and double time for all hours worked in excess of eight (8) hours. In addition, the Employee will be paid the appropriate Holiday pay in accordance with Article 14 of this Agreement.
- (d) Double time for all hours worked in excess of eleven (11) hours per day, or in excess of forty-eight (48) hours per week.

11.08 Call Out

- (a) An Employee called out to work after completion of the work day and leaving the workplace, or called out on a Paid Holiday, shall be paid time and one-half (1.5) the Employee's regular rate for a minimum of three (3) hours or for actual hours worked, whichever is greater. If the total hours worked that day exceed eleven (11) hours worked, the Employee shall be paid double time (2x) for the hours worked in excess of eleven (11).
- (b) Where possible, Employees shall be called out on the basis of their seniority.

11.09 Employee Attendance at Staff Meetings

- (a) Where an Employee is directed by the Employer to attend a staff meeting during the Employee's shift, the Employee will suffer no reduction in regular wages.
- (b) Where an Employee is directed by the Employer to attend a staff meeting during regular time off, the Employee shall be paid a minimum of one (1) hours at straight time to attend such meeting.
- (c) Where the attendance of an Employee at a staff meeting is voluntary, in response to an invitation and not at the direction of the Employer, the Employer is not obligated to compensate the Employee for time spent in such meeting.

ARTICLE 12 - WAGE RATES

12.01 Wage Rates

- (a) The wage rates provided in Appendix A shall cover the job descriptions and classifications of Employees within the jurisdiction of Local 1-405 of United Steelworkers and shall remain in effect throughout the specified or extended term of this Agreement.
- (b) All wage increases shall apply to all Employees unless otherwise specified in this Agreement.

12.02 Rate of Pay for Relieving in any Classification

An Employee relieving in another classification, other than their own, at the request of the Employer, shall be paid at the rate of pay of that classification or their regular rate whichever is higher.

12.03 New Classifications

- (a) It is agreed that job classifications and wage rates not specifically set out in the attached appendix of this Agreement shall be included in the schedule by mutual consent of both parties to this Agreement. If unable to agree, either party may invoke the grievance procedure as defined in this Agreement.
- (b) In the event the Employer creates a new job for which no rate of pay exists or changes the duties of a job classification that substantially increases the duties required of that classification, the Union shall be notified and the parties shall meet to renegotiate the wage rate of the classification affected. The effective date for the new rate shall be the date the new or modified duties were assigned.

12.04 Termination, Layoff, Resignation

- (a) When an Employee resigns, the Employer will pay all wages owing to the Employee within six (6) calendar days of the date of the Employee's resignation.
- (b) When an Employee is laid off or terminated, the Employer shall pay all wages owing to the Employee within forty-eight (48) hours, exclusive of Saturdays, Sundays or holidays.
- (c) When an Employee is laid off or terminated, upon receipt of a written request from the Employee, the Employer will provide reasons for the layoff or termination.

- (d) An Employee whose employment is terminated, except for just cause, shall be entitled to severance pay in accordance with the Employment Standards Act of B.C.

12.05 Humanity Fund

The Employer agrees to deduct \$0.01 per hour from the wages of all employees in the bargaining unit for all hours worked and on May 15th and November 15th pay the amount deducted to United Steelworkers National Office, #800 - 234 Eglinton Ave. East, Toronto, ON M4P 1K7 and to advise in writing to both the Humanity Fund at the aforementioned address and the Local Union that payment has been made, the amount of such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

ARTICLE 13 - PAY PERIODS AND PAYMENT OF WAGES

13.01 Pay Periods

Each Employee shall be paid bi-weekly.

13.02 Statement of Earnings

Details of each Employee's earnings shall be shown on the pay stub, including separate listings for each classification worked, straight time rates paid, overtime rates paid, hours worked in each classification, Vacation pay and Paid Holiday pay and Union Dues.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 Designated Holidays

The Employer agrees to provide all Employees with the following Statutory Holidays, without loss of pay, subject to Section 14.02 of this Article.

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day
BC Family Day	

All other Statutory Holidays proclaimed by the Federal or B.C. Provincial Governments.

14.02 Eligibility Pay

- (a) To be eligible to receive pay for a Statutory Holiday, an Employee must work the Employee's last regularly scheduled shift immediately prior to the holiday and the Employee's first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in (a) above will be waived by the Employer when the Employee's absence from an assigned shift has been approved by the Employer, or when the Employee fails to satisfy the eligibility requirements only because of a bona fide sickness or accident. The Employer is entitled to require a Doctor's certificate as proof of such sickness or accident.
- (c) All full-time Employees shall be paid for the holiday based on their normal shift hours and classified rate of pay. Part-time Employees shall be paid for the holiday at their classified rate of pay based on the average daily hours worked during the thirty (30) day period immediately prior to the holiday observed.
- (d) All Employees shall receive the eligible holiday pay whether or not they are scheduled to work on the paid holiday.
- (e) In the event of a Statutory Holiday falling on an Employee's regular day off, such Employee shall receive, at the Employee's option:
 - (i) another day off with the applicable pay; or
 - (ii) the applicable pay, in accordance with Section 14.02 above.

- (f) Casual Employees Statutory Holiday pay will be pursuant to the Employment Standards Act.

14.03 Loss of Holiday Pay for Failure to Report

- (a) If an Employee is scheduled to work on a Statutory Holiday but fails to report for work on the day of the Statutory Holiday, without reasonable cause, or without leave of the Employer, the Employee shall not receive any pay for such holiday.
- (b) The Employer is entitled to require the Employee to substantiate the "reasonable cause" for the absence.

14.04 Normal Schedule

In a week where a statutory holiday occurs the normally scheduled work week shall prevail.

14.05 Statutory Holiday during an Employee's Vacation

If a statutory holiday, as set out in this Agreement, occurs during an Employee's annual vacation, such Employee shall be paid for the holiday, in accordance with the provisions of Section 14.02 of this Agreement, in lieu of such holiday, or the Employee may elect to take an additional day off with pay in conjunction with that vacation period, or an alternate day off with pay at another time mutually agreed between the Employer and the Employee.

ARTICLE 15 - ANNUAL VACATION

15.01 Vacation Entitlement

- (a) All Employees are entitled to annual vacation and annual vacation pay according to their completed years of consecutive service, calculated from their date of hire, as follows:

<u>Continuous Service</u>	<u>Entitlement</u>	<u>Vacation Pay</u>
Less than one (1) year	one (1) day per month to a maximum of ten (10) days	4% of gross earnings
One (1) Year but less than five (5) years	two (2) weeks vacation	4% of gross earnings
Five (5) years but less than nine (9) years	three (3) weeks vacation	6% of gross earnings
Nine (9) years but less than fourteen (14) years	Four (4) weeks vacation	8% of gross earnings
Full-time employees only: Fourteen (14) years or more	Five (5) weeks vacation	10% of gross earnings

- (b) "Gross Earnings" as used herein shall mean the total earnings paid to an Employee for regular wages, overtime, holiday pay and vacation pay. In addition, an Employee absent, due to certified illness, injury or an accident at work covered by Workers' Compensation, shall have the equivalent regular time that would have been worked during the absence, for a maximum of twelve (12) months, included in "gross earnings" for the purposes of calculating vacation pay only.
- (c) Effective January 1, 2006 employees at their option may take their vacation pay for the actual time of their vacation or they may request their vacation pay in one lump sum at the end of each calendar year. Employees may continue to receive their vacation pay on each bi-weekly pay period.

15.02 Vacation Scheduling

- (a) On the first day of May each year, the Employer shall post a Vacation Schedule, the Employees shall designate on the Schedule, their vacation preference prior to May 31st.
- (b) The Employer shall approve the final vacation schedule by June 15th. Vacation schedules, based on department seniority, once approved by the Employer, shall not be changed other than in cases of emergency, or except by mutual agreement between the Employee and the Employer.

- (c) All other vacation requests outside of the above scheduling process will be approved based on seniority.

ARTICLE 16 - OCCUPATIONAL HEALTH & SAFETY

16.01 Promotion of Safety

The Employer agrees that they will provide a safe and healthy workplace for their Employees and the Employees agree they will adhere to guidelines for safe conduct. No person shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

16.02 Safety Equipment

- (a) Where the Employer is required, in accordance with the Workers' Compensation Board Regulations, to provide safety equipment, Employees shall use such equipment in compliance with such Regulations.
- (b) The Employer, Union and the Employees agree to cooperate with each other on all matters of health and safety. It is incumbent on the Employee or the Union to report any hazards immediately to the Employer.

16.03 Injury Pay

- (a) An Employee who is injured on the job during working hours and is required to leave for medical treatment or is sent home as a result of the injury, shall receive payment for the remainder of the shift on the day of the injury.
- (b) Where an Employee is partially disabled through accident or illness, the parties agree to discuss alternatives to meaningfully employ that Employee.

16.04 Safety Committee

The Employer agrees to establish a Health and Safety Committee, comprised of two (2) representatives of the Employer and two (2) representatives of the Employees selected by the Union. The Safety Committee will meet once a month on a day mutually agreed to by the Committee.

16.05 First Aid Attendants

- (a) The Employer will recognize not more than two (2) Employees, based on seniority, who elected to complete the required First Aid Course, in accordance with existing regulations. The Employer will pay the cost of the first aid course.

- (b) The Employer shall compensate Employees for regular hours lost from work in attending such course on successful completion of same. In addition, the Employer shall continue the Employee's regular wages for regular scheduled hours required in conducting necessary duties as a First Aid Attendant.
- (c) The Employer will ensure the required First Aid Kit is available and accessible to all Employees.

16.06 Health and Welfare Plan

- (a) Sickness/Health and Welfare Expense Compensation; All Employees will receive the following plan:

Trickle Creek Lodge shall pay to the Union the sum of **twenty-five cents (\$0.25)** per hour for each hour worked by each employee, payable on or before the thirtieth (30th) day of the month, following the month in which the hours were worked. The Local Union shall administer the funds so received to compensate employees who are absent from work due to sickness or injury; or employees that submit receipts for Health and Welfare expenses in such manner as it deems appropriate.

16.07 Employee Family Assistance Program

- (a) The Joint Health and Safety Committee (Union and Management) will jointly develop a communication process on helping employees in need of assistance in terms of mental health and wellness

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Personal Leave

The Employer may grant, on written application, a leave of absence to an Employee for personal reasons, provided such absence does not interfere with operational requirements. The Employer agrees that such requests shall not be unreasonably denied.

17.02 Witness or Jury Duty

An Employee who serves on a Jury or as a witness (except in the Employee's own defense) for the Crown, shall be granted a leave of absence with pay for regular scheduled hours lost, to a maximum of fourteen (14) calendar days. The Employee will be required to pay to the Employer the amount received from the court for such service. To be eligible for paid leave an employee must have completed the required probation period.

17.03 Court Attendance - Employer

Any Employee covered by this Agreement who is subpoenaed by the Employer to attend any commission, court or hearing to give evidence in any case related to the Employer's business, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours' pay. Any monies received by an Employee from the Courts will be deposited with the Employer, at the Employers request.

17.04 Bereavement Leave

- (a) An Employee shall be granted **three (3) consecutive days, plus one day off for the funeral, with the proof of the deceased required**, without loss of pay in the event of the death of a member of the Employee's immediate family. However, an Employee can request additional unpaid time off. Such requests will not be unreasonably denied. For Part-Time employees the **three (3) consecutive days, plus one day off for the funeral, with the proof of the deceased required, on days the employee was scheduled to work**, days will be pro-rated based on their weekly hours.
- (b) "Immediate family" shall be understood to include the Employee's mother, father, son, daughter, sister, brother, spouse, father-in-law, mother-in-law, grandparents, step parents, grandparents-in-law, grandchildren, parents-in-law, son-in-law, daughter-in-law, step children, brother or sister-in-law, step brother or step sister.
- (c) An Employee shall be granted **one (1) day off** with no loss of pay in the event of the death of their uncle or aunt, **plus one day off for the funeral**

with no loss of pay, on days the employee was scheduled to work, with the proof of the deceased required.

- (d) For the purpose of this Article "spouse" shall be defined to include a common-law spouse and same sex partners.
- (e) An Employee shall be granted one (1) unpaid day off in the event of the death of their pet. The pet shall be their pets and defined as a domestic animal that resides with them. This will include horses but not fish.

17.05 Employee's Elected to Union Office

- (a) The Employer shall grant an unpaid leave of absence to an Employee who is appointed or elected to a Union office for a period of up to and including three (3) years.
- (b) A request for such an approved leave must be given to the Employer by the Union, in writing, on union letterhead and signed by the Representative of the Union.
- (c) An Employee who obtains such a leave of absence shall return to employment within thirty (30) calendar days after the completion of employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one (1) Employee at a time.
- (e) In addition to the above, upon receipt of written notice from the Union, a minimum of five (5) days in advance, the Employer shall grant an unpaid leave of absence, to not more than three (3) Employees who are elected as representatives to attend union meetings, conventions or negotiations. The Union may request additional Employees be granted leave, but such request shall be subject to operational requirements.
- (f) While on Union Leave under this article, the employer will pay the associated wage cost (comprised of wages, vacation pay, employee CPP and EI contributions) incurred while on leave referred to in Article 17. The employer will then invoice the union for the referred items above while on union business. The Union will remit payment within thirty (30) days.

17.06 Maternity/Paternity/Adoption Leave

An Employee may request other leaves of absence, such as Maternity/Paternity or Adoption Leave, in accordance with the Employment Standards Act, and the Employer shall grant such leave in accordance with the provisions of such Act.

17.07 Family Responsibility Days

An Employee is entitled to up to five (5) days of unpaid leave, **of which the first day for year-round employees in at least their 2nd year of full-time employment will be paid at the employee's regular rate of pay, and in their 5th year of full-time employment a second day will be paid**, during each calendar year to meet responsibilities related to:

- (a) the care, health or education of a child in the Employee's care, or
- (b) the care, health or education of any member of the Employee's immediate family,
- (c) the five (5) days to which an Employee is entitled do not carry over from year to year,
- (d) the Employee shall provide notice prior to taking such leave.

17.08 Domestic/Family Violence Leave

- (a) In each calendar year, the Employer shall grant each employee unpaid leave for domestic violence and/or family violence, without loss of seniority, for up to one (1) year. The employee may apply for EI sickness benefits.
- (b) The Employee, Employer and the Union will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.
- (c) The Employer will develop a policy that will implement workplace safety strategies, including risk assessments, safety plans, and a timely and effective process for resolving concerns.
- (d) The Employer will provide referral to appropriate counselling services.
- (e) The Joint Health and Safety Committee will discuss and explore appropriate training for committee members, as per the WCB Act and

training requirements, related to the issue of Domestic and Family Violence relative to the workplace.

- (f) The Employer will provide employees experiencing domestic and/or family violence with flexible work arrangements and other accommodations.
- (g) The Employer and the Union will protect the Employees from adverse action or discrimination on the basis of their disclosure, experience or perceived experience of domestic violence.

ARTICLE 18 - EMPLOYEE CONDUCT

18.01 Authority re Cheques, Credit Cards and Credit Accounts

- (a) When an Employee is authorized to cash cheques, honour credit cards or credit accounts, the Employee will not be held responsible for any losses provided the Employee has followed management's instructions, but where an Employee assumes responsibility of cashing cheques, honouring credit cards or credit accounts without such authorization from management the Employee may be disciplined.
- (b) In the event that any problems arise regarding cash shortages in the till then discussions will be held with Management, the Employee and Union representatives.

18.02 Absenteeism

- (a) The Parties recognize that absenteeism is disruptive and unfair to other employees and costly to the Employer. In instances of repeated absenteeism the Employer will investigate and take appropriate steps to correct the situation.
- (b) Every Employee who is unable to report for work due to illness or injury shall make every reasonable effort to notify the Employer or to have someone else notify the Employer on his/her behalf, prior to the employee's normal reporting time, or as soon after that time as is possible in the circumstances.

18.03 Doctor's Certificate

The Employer may require an Employee, who is absent due to illness or injury, in excess of three (3) working days, to provide a Doctor's Certificate as evidence of such illness or injury. The Employer shall not be required to provide work to the Employee until the Doctor's Certificate is received, which certificate confirms the Employee's present ability to work.

18.04 Return to Work Notice

In cases where an Employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the Employee is entitled to reinstatement in the Employee's former position held within twenty-four (24) hours, with all rights and conditions which the Employee formerly enjoyed, according to the terms of this Agreement.

ARTICLE 19 - CLOTHING

19.01 Employer Supplied

The Employer may require an Employee to wear a specific mode of attire where required to serve the public or perform duties on behalf of the Employer. In such cases the Employer shall provide the clothing which shall be appropriate for the work performed and include pants or walking shorts for summer wear as an Employee option. Such clothing shall be cleaned by the Employer. All Employees will be provided a jacket for outside duties.

ARTICLE 20 - INVALID PROVISIONS

20.01 Invalid Provisions

- (a) The Parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.
- (b) In the event that existing federal or provincial legislation makes invalid any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
- (c) Where issues are not resolved through mutual agreement either Party may refer the matter to Arbitration in accordance with the provisions of this Agreement.

ARTICLE 21 - DURATION OF AGREEMENT

21.01 Duration

- (a) This Agreement shall be for the period from October 1, **2019** up to and including September 30, **2022**. Thereafter the Agreement shall continue in full force and effect from year to year subject to the right of either Party to serve notice to commence bargaining as provided for in the Labour Relations Code.
- (b) During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - (i) the Union commences a legal strike; or
 - (ii) the Employer commences a legal lockout; or
 - (iii) the Parties enter into a new or renewal Agreement.
- (c) During the continuation period provided in (b) above, neither Party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (d) Notice to commence collective bargaining must be in written form.
- (e) This Agreement shall be binding upon the Parties hereto, jointly and severally and upon their respective successors and assigns.

22.02 Limitations

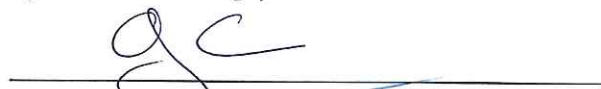
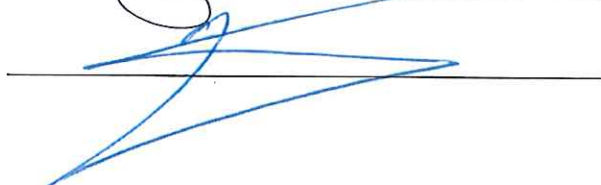
The Parties hereto agree that the operation of Subsection 50(2) and 50(3) of the Labour Relations Code of British Columbia is hereby excluded.

IN WITNESS WHEREOF the Parties have affixed their signatures hereto this Day of March 3, 2020.

Signed on behalf of
United Steelworkers Local 1-405




Signed on behalf of
Resort of the Canadian Rockies Inc.
(Trickle Creek Lodge)

APPENDIX "A" - WAGE CLASSIFICATIONS

WAGE CLASSIFICATIONS AND RATES OF PAY
TRICKLE CREEK LODGE
EFFECTIVE October 1, 2019

<u>CLASSIFICATIONS</u>	Oct. 1/19 (3.0%)	Oct. 1/20 (2.5%)	Oct. 1/21 (2.0%)
Housekeeping			
Housekeeper	\$ 14.64	\$ 15.00	\$ 15.56
House Person			
Janitor			
Laundry Attendant			
Hearth Room			
Hearth Room Attendant	\$ 14.64	\$ 15.00	\$ 15.56
Front Desk			
Front Desk Attendant	\$ 15.25	\$ 15.63	\$ 15.94
Front Desk Supervisor	\$ 17.64	\$ 18.08	\$ 18.44
Maintenance			
Maintenance Attendant	\$ 18.38	\$ 18.84	\$ 19.22
Maintenance Helper	\$ 14.64	\$ 15.00	\$ 15.56

The wages in this agreement are subject to the minimum wage in British Columbia. If the minimum wage is raised above the current rates, the employer will apply that wage to the base rate classifications.

Notes:

(a) New Employees shall receive the following rates of pay:

Less than three months	-	90% of the classified rate
After three months	-	100% of the classified rate

- (b) an Employee required to use their personal vehicle for work shall be reimbursed at the applicable Company mileage rate.
- (c) The parties agree bargaining unit employees may provide relief for the following excluded positions:

- Maintenance Supervisor
 - Hearth Room Kitchen Supervisor
 - Housekeeping Supervisor

The relief Supervisors rate will be \$1.00 in addition to the employee's regular rate of pay. The above positions will be filled from the bargaining unit when the supervisor(s) are not available and those candidates will receive the above premium.

The filling of these positions will be at the sole discretion of the company and will be for the purpose of conducting supervisory duties including but not limited to; scheduling, task assignments and operational decision making.

- (d) During the term of this agreement, the Company agrees to give, on a ski season basis, each full time employee six (6) two-for-one passes and each part time employee three (3) two-for-one passes. This will be provided to employees on the pay day prior to the Christmas Day holiday. Employees hired after this period will receive no later than the first pay day in February.

Employees are not permitted to sell these passes and employees that do so may be disciplined up to and including discharge.

- (e) Employee Privileges - Policy No. 12.04

Mark Atkinson will retain jurisdiction regarding any issues related to implementation of this agreement and will have the right to clarify them as required.

Policy

It is the policy of RCR that, in recognition of their efforts, Employees are granted a variety of privileges at the resorts owned or controlled by RCR. These privileges will be extended to full-time employees at all resorts owned or controlled by RCR. Part-time staff will receive the same privileges at their home resort.

Purpose - To define the privileges extended to employees of RCR.

Scope - The policy applies to all employees of RCR.

Definitions - Full-time, year round employees are those who are scheduled to work at least 60 hours per two week pay period. Full-time, seasonal employees are those who are scheduled to work at least 60 hours per two week pay period for the operating season only. Part-time employees are those who are scheduled to work less than 60 hours per two week pay period with a minimum of 16 hours per two week pay period. Occasional employees are those scheduled to work less than 16 hours per two week pay period.

An "RCR Employee Family" pass refers to the picture I.D. pass issued to the immediate family of eligible employees.

Procedure:

1. General

- 1.1 An employee must be in possession of a valid RCR Staff ID pass in order to receive any of the privileges outlined below. Discounts and privileges apply only to the individual holding a valid RCR Staff ID pass, and not to others accompanying the staff member.
- 1.2 The employee must be in good standing with RCR in order to receive these privileges.
- 1.3 Federal legislation governing taxable benefits has deemed that seasonal ski passes extended to the immediate family of an RCR employee, are taxable and will be included on year end T-4 statements. It is the responsibility of the employee to inform Revenue Canada of all taxable benefits. For more information on Taxable Benefits, please refer to Policy Number 12.11.
- 1.4 All employees and accompanying guests wishing to avail themselves to any of the privileges RCR has extended, must adhere to all RCR policies and guidelines. Abuse of these privileges, misconduct or un-professionalism on the part of the employee or accompanying guest could result in disciplinary action, loss of privileges, written warnings, and possible termination of employment.

2. Staff pass - Full-time/year round

- 2.1 Full-time, year round employees (resort and Calgary Office) will receive a staff pass providing access to all resorts as well as the discounts outlined in Sections 6, 7, 8, 9, 10, 11 and 12 of this Policy. Immediate family (defined as spouse and children only) of a full-time year round employee (resort and Calgary Office), will each receive, if requested by the employee, an "RCR Employee Family" pass and the same privileges. A list of eligible employees and family members, to whom passes were issued, must be forwarded to the Calgary Office.
- 2.2 Full-time, year round resort employees, in good standing with a valid full-time RCR Staff ID pass, may ski at all RCR resorts in Western Canada, regardless of whether or not their home resort is open.

3. Staff pass - Full-time/seasonal

- 3.1 Full-time, seasonal employees (resort and Calgary Office) will receive a staff pass providing access to all resorts as well as the discounts outlined in Sections 6, 7, 8, 9, 10, 11 and 12 of this Policy. Immediate family (defined as spouse and children only) of full-time, seasonal employees (resort and Calgary Office), who have been employed by RCR for a minimum of four seasons (summer and/or winter) will each receive, if requested by the employee, an "RCR Employee Family" pass and the same privileges. A list of eligible employees and family members, to whom passes were issued, must be forwarded to the Calgary Office.
- 3.2 Full-time, seasonal resort employees may ski at all RCR resorts in Western Canada up until closing day of their home resort.

4. Staff pass - Part-time

- 4.1 Part-time employees (resort) will receive a lift pass for their home resort, as well as the discounts outlined in Sections 6, 7, 8, 9, 10, 11 and 12 of this Policy. The pass and discount privileges will only be valid at the part-time employee's home resort. Family of part-time employees will not have lift access or discounts extended to them.
- 4.2 Part-time employees working in the Calgary Office will receive a lift pass for one resort (employee may choose), as well as the discounts outlined in Sections 6, 7, 8, 9, 10, 11 and 12 of this Policy. The pass and discount privileges will only be valid at the part-time employee's chosen resort. Family of part-time employees will not have lift access or discounts extended to them.

5. Lift Access

- 5.1 Staff wishing to utilize RCR employee privileges must carry their RCR Staff ID pass at all times, whether on or off duty.
- 5.2 Possession of an RCR Staff ID pass does NOT entitle an employee to lift line priority.
- 5.3 All RCR employees are expected to know and follow the Alpine Responsibility Code. Breach of the Alpine Responsibility Code will result in suspension of lift access privileges and/or disciplinary action.

6. Food and Beverage Discounts

- 6.1 Employees are entitled to a 40% discount on food and beverage in designated resort cafeterias with the exception of packaged and bottled products, on which no discount is available.
- 6.2 Employees are entitled to a 20% discount in designated bars and restaurants (excluding alcohol). NOTE: RCR guests will always receive priority seating in RCR bars and restaurants. Employees may be asked to give up their tables in favour of guests.
- 6.3 There are no discounts on Starbucks products, packaged items, candy/confectionery, and bottled products (includes pop, water and juices).
- 6.4 There are no discounts on alcohol.
- 6.5 Coffee/tea and hot chocolate are complimentary when using your own cup. A **\$.25 cent** environmental charge will apply for each paper cup used.

7. Retail

- 7.1 Discounts are only applicable after the retail stock has been available to the public for 30 days.
- 7.2 Discount privileges apply to regularly priced merchandise only and are granted at the discretion of the Retail Manager.
- 7.3 Discounts of up to 20% are available for soft goods, eg. fleece, jackets, hats.
- 7.4 Discounts of up to 15% are available for hard goods eg. helmets, skis, snowboards.

7.5 Discounts of up to 40% are available, on special orders and at the discretion of the Retail Manager, for full-time and seasonal RCR Managers. List of eligible employees to be forwarded to the Calgary Office.

8. Rental/Repairs

8.1 All employees are entitled to receive a **50%** discount on mid-range rental equipment and **20%** discount on high performance rentals. Rental equipment and discounts are based on availability.

8.2 All employees are entitled to receive a 25% discount on ski/snowboard repairs on weekdays only.

9. Ski School

9.1 On a space availability basis, RCR employees are entitled to free group lessons from the ski school as part of an existing group.

9.2 Lesson reservations may only be made the day of the lessons.

10. Travel Bookings

10.1 All employees, in good standing and with a valid RCR Staff ID pass, can book personal travel arrangements for themselves and immediate family members through Marlin Travel at the Calgary Office for cost plus 5%. Some restrictions will apply.

11. Day Care

11.1 All employees are entitled to a 20% discount off daycare rates, subject to availability.

12. Golf Privileges

12.1 Full-time employees are eligible for complimentary green fees and discounted cart rentals. (\$14 plus applicable taxes, per cart).

12.2 Tee times are restricted to Monday through Thursday, after 2:00 pm.

12.3 Tee times may be booked 24 hours in advance.

12.4 Standard retail discounts will be offered on Pro shop merchandise. Please refer to points 7.1 through to 7.5.

12.5 Standard Food and Beverage discounts will apply. Please refer to points 6.1 through to 6.5.

- 12.6 Visiting employees must present a valid RCR Staff ID pass to the Pro Shop upon arrival.
- 12.7 A strict dress code is enforced and adherence to standard golf etiquette and rules is required.

Approved by:

"Murray Edwards" - Chairman
Effective Date: October 31, 2001

"Neil Jackson" - Director of Purchasing
Revision Date: October 19, 2005

APPENDIX B - HARASSMENT POLICY

POLICY

It is the policy of the Employer that all Employees are entitled to work in an environment free of harassment. The Employer is opposed to any form of harassment by any Employee and will make every reasonable effort to eliminate such misconduct and ensure that no Employee is subject to harassment.

Any Employee who has engaged in harassment of another Employee will be subject to disciplinary measures by the Employer, up to and including discharge.

DEFINITIONS

A. HARASSMENT

Harassment includes "sexual harassment" and "retaliation" as defined in this policy and is one or a series of incidents involving unwelcome comments or actions which may concern a person's race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, age, sex, or sexual orientation or conviction for an offence unrelated to his or her employment:

when such conduct might reasonably be expected to cause embarrassment, insecurity, discomfort, offence or humiliation to another person or group;

when submission to such conduct is made either implicitly or explicitly a condition of employment;

when submission to or rejection of such conduct is used as a basis for any employment decision (including, but not limited to, matters of promotion, raise in salary, job security or benefits affecting the employee); or

when such conduct has the purpose or the effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

B. SEXUAL HARASSMENT

1. "Sexual harassment" is defined as one or a series of incidents involving unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature:

when such conduct might reasonably be expected to cause embarrassment, insecurity, discomfort, offence or humiliation to another person or group;

when submission to such conduct is made either implicitly or explicitly a condition of employment;

when submission to or rejection of such conduct is used as a basis for any employment decision (including; but not limited to, matters of promotion, raise in salary, job security or benefits affecting the employee); or

when such conduct has the purpose or the effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

2. Types of behaviour which constitute sexual harassment include, but are not limited to:

sexist jokes causing embarrassment or offence, told or carried out after the speaker has been advised that they are embarrassing or offensive, or that a re by their nature clearly embarrassing or offensive;

leering;

the display of offensive material of a sexual nature;

sexually degrading words used to describe a person;

derogatory or degrading remarks directed towards members of one sex or one sexual orientation;

sexually suggestive or obscene comments or gestures;

unwelcome sexual flirtations, advances, or propositions;

unwelcome inquiries or comments about a person's sex life;

persistent unwanted contact or attention after the end of a consensual relationship;

requests for sexual favours;

unwanted touching;

verbal abuse or threats; and sexual assault.

C. RETALIATION

Retaliation is any action taken against an individual in retaliation for:

having invoked this policy whether on behalf of oneself or another individual;

having participated or cooperated in any investigation under this policy; or

having been associated with a person who has invoked this policy or participated in procedures under this policy.

D. INCLUDED BEHAVIOUR AND LOCATIONS

For the purposes of this policy the types of behaviour which constitute harassment include, but are not limited to, verbal abuse or threats, offensive comments and actions deliberately designed to demean, belittle or humiliate an individual or group, and non-consensual and physical contact, and can occur:

at the workplace;

at employment-related social functions;

in the course of work assignments outside the workplace;

at work-related conferences or training sessions;

during work-related travel;

over the telephone, if the conversation is a result of work-related responsibilities or a work-related relationship; or

elsewhere, if the person harassed is there as a result of work-related responsibilities or a work-related relationship.

COMPLAINT PROCEDURE

1. Employees who believe they may have been harassed by another Employee may contact the designated senior representative of the Employer to determine whether or not the conduct to which they have been subjected is harassment, and, if so, how best to proceed. If an Employee wishes to complain to the Employer that he/she has been subjected to harassment, such Employee must file a written complaint with a designated senior representative of the Employer which sets out:

the name of the alleged harasser;

the details of the alleged harassment such as the date, time, place and circumstances of the misconduct; and

the names of any witnesses to the incident(s).

2. The designated representative of the Employer will not disclose the name of the Employee or the details of the complaint except where it is necessary for the purposes of investigating the complaint and/or taking disciplinary measures in relation to the misconduct.
3. Upon receipt of a written complaint and a request by the Employee to proceed with the complaint, the Employer's representative will proceed to provide the alleged harasser with a copy of the complaint and provide him/her a full opportunity to respond to the complaint. In turn, the complainant will be given a full opportunity to respond to the alleged harasser's reply.
4. Upon completion of the investigation, the Employer's representative may dismiss the complaint or it may find all or portions of the complaint substantiated. In the latter case, disciplinary measures, up to and including discharge, will follow.
5. In the event the complaint is dismissed, if the Employer concludes the complaint was made in bad faith, or was frivolous, vexatious or malicious, the Employee may be subject to disciplinary measures by the Employer.

BOARD OF INQUIRY

With respect to any complaint under this policy, the Employer's representative may establish a Board of Inquiry, composed of three (3) representatives of the Employer, with a Senior Executive acting as Chairman, to investigate, determine the merits of the complaint, and implement whatever action is necessary to satisfactorily resolve the complaint.

HUMAN RIGHTS CODE OF BC

With regard to any complaint filed by an Employee, if the Employee is not satisfied the Employer has investigated or dealt fairly with the matter, the Employee may wish to proceed with a complaint under the British Columbia Human Rights Code to seek redress for an alleged breach of the provisions of that legislation.

LETTER OF UNDERSTANDING - Excluded Positions

LETTER OF UNDERSTANDING

BETWEEN:

**RESORTS OF THE CANADIAN ROCKIES INC.
(TRICKLE CREEK LODGE)**

AND:

UNITED STEELWORKERS LOCAL 1-405

EXCLUDED POSITIONS

This Letter of Understanding will confirm the agreement between the Parties hereto with respect to the positions that are excluded from the Employees covered by the Collective Agreement between the Parties hereto.

The excluded positions are as follows:

Maintenance Supervisor
Hearth Room Kitchen Supervisor
Housekeeping Supervisor

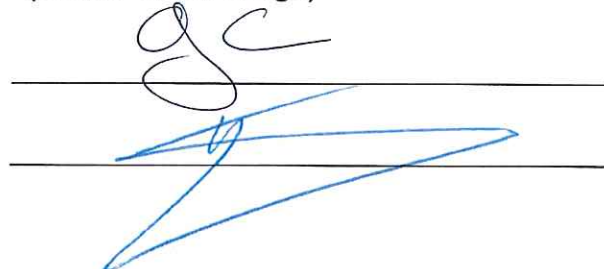
It is further agreed that the Employees holding the above positions will continue to perform work covered by the Collective Agreement, and that the provisions of Article 3, Section 3.06 shall apply to such positions, except as per past practice.

Dated this 3 day of March, 2020.

Signed on behalf of
United Steelworkers Local 1-405



Signed on behalf of
Resort of the Canadian Rockies Inc.
(Trickle Creek Lodge)



LETTER OF UNDERSTANDING – Minimum Pay

BETWEEN:

**RESORTS OF THE CANADIAN ROCKIES INC.
(TRICKLE CREEK LODGE)**

AND:

UNITED STEELWORKERS LOCAL 1-405

RE: ARTICLE 11.02 MINIMUM PAY

Whereas there are instances where a situation arises where the Employer requires someone for 2 hours work (large group check in).

The Parties agree this will not affect regular scheduled shifts or the normal operational scheduling of Employees to perform the normal daily or weekly work.

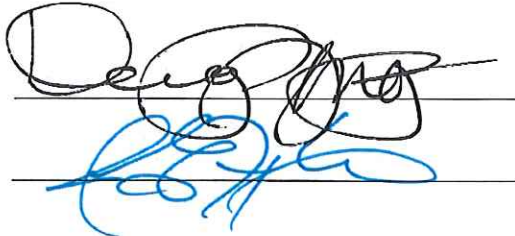
This is only for those isolated situations that arise out of the ordinary.

The Parties agree Employees may be offered and at the Employees option may accept a call for 2 hours outside of the requirements of Article 11.02 Minimum Pay as outlined above.

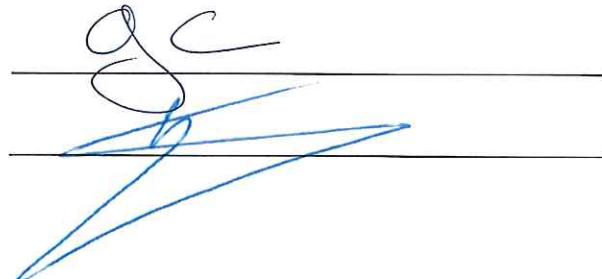
This LOU may be terminated with 14 days notice, by either party.

Dated this 3 day of March, 2020.

Signed on behalf of
United Steelworkers Local 1-405



Signed on behalf of
Resort of the Canadian Rockies Inc.
(Trickle Creek Lodge)



LETTER OF UNDERSTANDING: Minimum Wage Increase

LETTER OF UNDERSTANDING

BETWEEN:

**RESORTS OF THE CANADIAN ROCKIES INC.
(TRICKLE CREEK LODGE)**

AND:

UNITED STEELWORKERS LOCAL 1-405

MINIMUM WAGE INCREASE

On June 1, 2021, when minimum wage goes up to \$15.20, Housekeepers, House Persons, Hearth Room Attendants, and Maintenance Helpers will receive a one-time interim increase lasting for four months until September 30, 2021 to \$15.25. The 2% increase on October 1st, 2021 will then be calculated from and added to this interim rate.

Dated this 3 day of March, 2020.

Signed on behalf of
United Steelworkers Local 1-405




Signed on behalf of
Resort of the Canadian Rockies Inc.
(Trickle Creek Lodge)

