

## **ARTICLE 1 PARTNERSHIP AND PURPOSE**

The general purpose of this Agreement between the Employer and the Union is to establish and maintain orderly and harmonious relations; to provide a satisfactory procedure for the final and binding settlement of grievances arising out of this Agreement; and to set forth those working conditions that have been negotiated.

All parties to the Agreement share a desire to provide excellent service to the client, and to promote the well-being and improved efficiency of employees and sustainability of the business.

The parties to this Agreement pledge to work in partnership and cooperation to promote healthy labour management relations. Neither party will act in bad faith and will respect Employer direction and Employee wellbeing.

Should any part of this Agreement be rendered invalid, all other provisions of the Agreement will continue in full force.

This Agreement adopts Section 3 of the Act prescribing the meet or exceed provision of respective section(s) of the Act.

## **ARTICLE 2 DURATION**

This Agreement shall, unless changed by mutual consent, become effective as of ratification and shall continue in full force and effect and shall continue thereafter for annual periods of one year each unless either party notifies the other in writing not more than ninety (90) days immediately prior to the expiration date that it desires to amend this Agreement.

Negotiations shall begin as soon as possible following notification for amendment as provided in the preceding paragraph.

If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until labour relations officer, special mediator or conciliation board proceedings prescribed under the British Columbia Labour Relations Code have been completed, whichever date should first occur.

The parties agree to amend the Parsnip Lodge collective agreement duration to continue until October 31, 2024, or the formal termination date of the CGL-Parsnip project, whichever occurs later, but no later than September 18, 2027.

If a commercial agreement is awarded to Horizon North for lodging by TCE-Mt. Bracey, then the parties agree to amend the Parsnip Lodge collective agreement duration to continue until December 31, 2026, or the formal termination date of the TCE-Mt. Bracey project, whichever occurs later.

Should the project extend beyond September 18, 2027, up to and including December 31, 2027, the parties will meet no later than September 1<sup>st</sup> to discuss the need for any wage adjustments only. Should the project extend beyond December 31, 2027, the union reserves the right to renegotiate the collective bargaining agreement, including but not limited to submitting the wage rates to interest arbitration.

For additional clarity, the parties mutually agree there will be no strike-lock-out permitted by employees at Parsnip Lodge or Mt. Bracey in compliance with the clients' express pre-condition to contractually engage further services from Parsnip Lodge.

Parsnip employees shall be hired by house seniority for any positions at Mt Bracey. Any open positions, after exhausting laid off Parsnip employees, shall be dispatched by Local 40 among laid off camp members. Following the Local 40 dispatch, if there remain any unfilled positions, the Employer shall fill them.

The Employer shall notify employees of their rehire start date with as much notice as possible, but no less than 30 days where practicable. Employees shall advise the Employer within 7 calendar days of notice of recall whether or not they intend to return to camp. In extenuating circumstances, such as being outside of the country, and only after periods where all bargaining members are laid off, an employee may request a 30 day extension to return to work (60 days total from notice of recall), and such requests will not be unreasonably denied by the Employer.

## **ARTICLE 3 RECOGNITION AND EXTENT**

### **3.01 Recognition of Exclusive Bargaining Agent**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the Employees in the bargaining unit described in the Certification issued under the Labour Laws of the Province of British Columbia, subject to the exclusions already formally recognized by the parties, or subsequently ordered by the Labour Relations Board or mutually agreed upon and recognized by the parties.

3.02 This Agreement shall apply to all work performed by the Employees covered under certification of the bargaining unit, employed by the Employer in the classifications listed herein (Appendix A) for all bargaining unit work being performed at Parsnip Lodge, located outside of Prince George, British Columbia.

3.03 The Employer signatory to this Agreement will not subcontract any work within the jurisdiction of the UNITE HERE Local 40, which is to be performed at the job site, except to a contractor who is signatory to this Agreement.

3.04 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 purpose of instruction, experimentation, management training, in which case trainees shall not displace or replace any Employee in the aforesaid classifications except in cases of emergency when regular Employees are not available.

3.05 This Agreement does not cover excluded positions including but not limited to skilled labour not classified in this Agreement, operational management, safety personnel, security personnel, and maintenance services.

3.06 Refusal to Work and Recognition of Legal Picket Lines

- a) No Employee in the bargaining unit shall be required to cross a legal picket line arising from a strike or lockout. For the purposes of this Article, "legal picket line" shall mean only a picket line expressly permitted under the Labour Relations Code.
- b) The Union agrees to give the Employer advance notice as soon as the Union becomes aware of the probable implementation of picket lines or strike, which might affect the Employer's operation.

### **3.07 HARASSMENT AND DISCRIMINATION**

- (a) All employees have the right to work in an environment free from bullying, harassment, including sexual harassment, and discrimination.
- (b) The Employers HARASSMENT FREE WORKPLACE POLICY HR-POL-003 outlines the Employer's policy, definitions, responsibilities, and procedures, regarding workplace discrimination, bullying and harassment.
- (c) Additionally, discrimination shall include discrimination on the basis of an employee's membership in the Union or participation in its activities.
- (d) Employees who believe they have witnessed or are a victim of alleged discrimination, bullying or harassment, are to follow the Complaint Procedure outlined in the Employers Policy.
- (e) If the complainant or the person alleged to have violated this policy is not satisfied with the outcome of the investigation, she/he may follow the Company Appeal Procedure or file a grievance with the Union pursuant to the grievance process outlined in this agreement.

- (f) Upon mutual agreement between the Employer and the Union, an independent investigation into the complaint, which forms the basis of the grievance, shall be organized by the Employer.
- (g) The independent investigator will be selected from a mutually agreed up on list, and costs shared equally between the Employer and the Union. The Employer shall advise the Union in writing within ten (10) days of the grievance being filed that such an investigation has been undertaken.
- (h) Any information arising from an investigation undertaken shall remain confidential and shall be provided to the Union upon written request.

## **ARTICLE 4 EMPLOYER RIGHTS**

The Employer has the right to manage its operations, which right includes but is not limited to the hiring and direction of the working forces, the right to hire, discharge, promote, demote, transfer, discipline, lay-off and terminate Employees for cause, the determination of job content, the assignment of all work and the determination of the qualifications of each Employee to perform such work, the methods and processes and means of production in the carrying out of his obligations and services, providing the Employer, in exercising his rights observes the provisions of the Agreement. The Employer also has the right to the adoption, publication and enforcement of all rules for the promotion of safety, health, efficiency, and for the protection of the Employees and the Employer's property, equipment, products and services, and the environment.

## **ARTICLE 5 WAGES AND HOURLY COST ITEMS**

5.01 The minimum hourly wage rates provided in Appendix "A" – Wage Synopsis shall remain in effect throughout the specified or extended term of this Agreement.

5.02 When, to meet the Employer's requirements, an Employee is temporarily transferred to a lower classification job while work is still available for him at his regular job, he shall receive the wage rate for his regular job. When, due to shortage of work, an Employee is transferred to a lower classification job as an alternative to layoff or discharge he shall receive the wage rate for such lower classification job effective the day following such transfer.

5.03 Where an Employee works in a higher hourly wage classification s/he shall be paid the higher rate for a minimum of five (5) hours. If s/he works more than five (5) hours at the higher wage rate classification, s/he shall be paid the higher rate for the entire shift.

5.04 In the event the Employer plans to introduce a new classification within the existing scope of work of the bargaining unit, such new classifications may be mutually agreed upon between the Employer and the Union. Failing mutual Agreement, the matter shall be referred to the grievance procedure.

- 5.05 There shall be no requirement to work a multiple classification where there is an established ten (10) hour workload within the Employee's classification.
- 5.06 A temporary transfer shall not normally exceed 20 days after which the Employee shall either revert to his previous classification or transfer to the new classification job, except where the Employee is substituting for an Employee absent for reasons of sickness, accident, vacation or other approved absence, in which case the temporary transfer may extend for a longer period. This period may be extended to 40 days by mutual agreement.
- 5.07 Pay day shall be once every two (2) weeks by direct deposit. While direct deposit is the preferred method of payment alternate arrangements will be made for First Nation Employees who do not have a bank account only if required. The Company shall be allowed up to one (1) week following the end of the pay period to prepare payrolls.
- 5.08 The Employer will provide a electronic itemized statement with each pay showing the number of hours at straight time, premium time and overtime rates, the wage rate and total deductions from the amount earned. Employees who are unable to access the electronic, itemized statement, may request a statement supplied by mail or in person pick up.

## **ARTICLE 6 HOURS OF LABOUR, SHIFTS**

- 6.01 The normal work schedule rotation for Employees shall be 20 days on and 10 days off.

The option of a combination of either 10 days on 20 days off or 10 days on 10 days off rotations shall be made available for all local First Nations employees in recognition of the Employer's commitment to those communities.

The normal length of a shift for day time 1<sup>st</sup> cooks, Breakfast Cook, and Housekeepers shall be 11 hours per day, and then 12 hours per day for Relief Chef, Head Camp Attendant, and the 1<sup>st</sup> Cook appointed as the Night Time Supervisor. For all other classifications the normal length of shift shall continue as 10 hours per day.

In the event that the Employer requires modifications to the normal rotation schedule or to the length of shift due to operational requirements, the Employer will seek agreement from the Union and such agreement will not be unreasonably denied.

- 6.02 No Employee covered and within the scope of this Agreement shall be employed at straight time for more than:
- (a) Eight (8) hours in any one day.
  - (b) Forty (40) hours in any one work week.

- 6.03 On a split shift, all hours worked after twelve (12) hours from commencement of the shift shall be paid at a premium rate of, i.e. Monday through Friday at time and one-half (1 ½) the base hourly rate for his classification.
- 6.04 An Employee whose work schedule requires him to work a split shift shall be paid an additional forty-five cents (45¢) per hour.
- 6.05 An Employee whose work schedule requires him to work a night shift shall be paid an additional one dollar (\$1.00) per hour. To qualify for night shift premium, an Employee must work the majority of his/her shift between the hours of 9:00 p.m. and 9:00 a.m.
- 6.06 An Employee whose work schedule requires him to work a night split shift shall be paid an additional dollar and forty five cents (\$1.45) per hour.
- 6.07 To qualify for night shift split premium, an Employee must work a majority of their shift between the hours of nine (9) p.m. and nine (9) a.m.
- 6.08 Where an Employee is called out to work and no work is performed, he shall be paid two (2) hours:
- (a) On a regular shift – at straight time
  - (b) On other than regular shifts – at prevailing overtime rate
- 6.09 Where an Employee is called out to work at any time and work is performed, he shall be paid a minimum of four (4) hours:
- (a) On regular shifts – at straight time
  - (b) On other than regular shifts – prevailing overtime rate
- 6.10 The Employer shall pay to every Employee who works in excess of four (4) hours and less than eight (8) hours in any day at least eight (8) hours' wages for each such day, provided the Employee is available for work.
- 6.11 All Employees shall be allowed two (2) fifteen (15) minutes rest periods each, in addition to 30 min hot mealtime and at a time to be determined by the Employer, such minutes to be taken on the Employer's time. All Employees working shifts over 10 hours shall receive an additional 15-minute rest period.
- 6.12 Daily work schedules shall be posted in a place accessible to the Employees. Such schedules shall denote the name of the Employee, classification, starting and completion time.
- 6.13 Effective at ratification, employees who are dispatched from Edmonton or who travel on their own from a distance of more than 500 km shall receive a Travel

Stipend of \$575 per rotation (including Prince George to site). Employees who are dispatched from Prince George shall receive a Travel Stipend of \$200 per rotation.

- 6.14 Points of dispatch for these purposes shall be Edmonton and Prince George. Additional points of dispatch may be added as camp occupancy rises. In such cases, the Employer shall negotiate with the Union over the appropriate Travel Stipend if necessary. Any disagreements are subject to the grievance procedure.
- 6.15 Employees' designated point of dispatch cannot be changed without five (5) days notice.
- 6.16 If an Employee finds their own means of transportation to and from the lodge, they are required to follow Horizon North's journey management plan. If they do not follow the safety plan, their privilege will be revoked.
- 6.17 The Employer agrees that any buses traveling to and from Edmonton shall have a washroom, when the number of people being transported is greater than 14 total.

## **ARTICLE 7 OVERTIME**

- 7.01 The first two (2) hours of overtime shall be paid at the rate of time and one-half (1 ½).

## **ARTICLE 8 INITIAL AND TERMINAL TRAVEL**

- 8.01 (i) If an Employee is laid off due to lack of work, becomes seriously ill, suffers a time-loss injury or leaves for authentic, compassionate grounds involving immediate family (Spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse), the Employer shall provide transportation or pay the allowance as per 6.17 above.
- (ii) If an Employee is voluntarily terminated or discharged for cause without having been on the job for sixty (60) calendar days, the cost of initial and terminal travel to the job shall be deducted from the Employee's pay cheque.
- (iii) If an Employee is terminated or is discharged for cause after having been on the job sixty (60) calendar days, terminal travel allowance or transportation will be provided by the Employer as per 6.17 above.

## **ARTICLE 9 WORKING CONDITIONS**

- 9.01 Employees covered by this Agreement shall take direction from designated supervision or general management.

As per our HSE protocols Employees must be Fit for Duty, free from cognitive or physical impairment and able to safely and efficiently perform duties of the job.

As a condition of employment. Employees must complete all online training prior to commencing work on site. These courses include:

- HNL- Orientation
- WHIMIS
- Bear Aware
- H2S Aware
- COVID-19

Given business needs, employees may be asked to commence work before these courses are completed and within the 14 days of hire. Employees will be compensated for all hours spent completing courses while on site.

No Employee while on the Employers payroll shall engage in other employment that impacts their ability to adhere with 9.02 or that of a direct competitor.

Employees will follow all policies, procedures as per local, provincial and federal law, by-law or by order.

9.02 Nothing herein shall prevent any Employee from supplying his own tools and understands the Employer is not responsible for any lost or stolen tools. However, an Employee so doing will be required to file with the Employer an inventory of all tools brought on the job, and the Employer may check this inventory against the tools taken off the job by the Employee.

9.03 At each camp a Head Camp Attendant shall be employed. The Employer reserves the right to have additional Head Camp Attendants based on occupancy.

9.04 When a meal which consists of two (2) or more “choices” is being prepared, a Chef and/or a first cook/breakfast cooks shall be on duty.

9.05 The Employer will provide a bag up lunchroom facility where guests of the lodge will select from a variety of options and bag their own lunch to take to the worksite. The lunchroom will be stocked and maintained by bargaining unit members.

9.05.1 The Employer and the Union agree to establish Occupational Health and Safety Committees (OH&S) at all facilities. The composition will be determined locally through management and the Union.

9.05.2 A copy of all minutes of the OH&S Committees shall be sent to the Union and the Employer.

9.05.3 Employees who are representatives of the Committee shall be entitled to attend meetings of the Committee and perform job site inspections and incident investigations in accordance with Workers’ Compensation Act and Occupational Health and Safety Regulation (OHSR), and shall not suffer any loss of basic pay for the time spent.

9.05.4 Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall



be considered time worked, but such committee members shall receive equivalent time off at straight-time.

9.05.5 No employee shall be disciplined for refusal to work when excused by the provisions of the Workers Compensation Act or regulations.

#### 9.01 Housekeeping Work Loads:

The following applies when assigning Housekeeping Workloads:

1. The maximum workload assigned to a Housekeeper on an 11-hour shift shall not exceed 29 rooms in a single daily shift.
2. Table X, Points allotted for cleaning guest rooms, outlines the agreed upon points needed to perform each cleaning service type out of a daily total of 36 points.

Table X – Time allotted for cleaning guest rooms

Room Types	Occupied	Linen Change	Checkout
Executive/Jr Executive Rooms	1 point	1.5 points	2 points
Wellsite	2 points	3 points	3 points

If a housekeeper is assigned rooms in more than one Regular Room dorm, she shall be allotted an additional one (1) point per additional dorm for travel time.

If a housekeeper is assigned rooms in a Wellsite, she shall be allotted an additional 1.5 points for travel time.

If a housekeeper is assigned an additional walkdown or assigned to vacuum a hallway in an additional dorm, she shall be allotted an additional two (2) points.

At the Wellsite, a Housekeeper shall not be assigned more than 8 checkout rooms in a single shift. In this instance, she shall be assigned no other rooms to clean.

In Regular Room Dorms, a Housekeeper shall not be assigned more than 10 checkout rooms in a single shift. In this instance, she shall be assigned no other rooms to clean.

If there are more than 500 guests staying at the Lodge, a Janitor shall be assigned to sort and deliver linens.

The Union and the Employer shall meet within 30 days of ratification to discuss possible amendments to the housekeeping workload.

#### 9.02 Kitchen Workload

The Employer agrees to abide by the minimum staffing guidelines as follows:

### Kitchen Workload:

#### **9.5 Kitchen Workload:**

The Employer agrees to abide by the minimum kitchen staffing guideline as follows: A ratio of 1 kitchen team member for 20-25 guests will be scheduled by the Employer.-to staff the kitchen and is based on number of in-house guests set out in the following chart.

In-House Guest #	250	300	350	400	450	500	550	600	650	700
Total Mid-Point staffing	11	13	15	18	20	23	25	26	28	30
Staffing Range	10 to 12	12 to 15	14 to 17	17 to 20	18 to 22	22 to 25	23-to 27	25 to 30	27 to 32	28 to 35

The Employer shall not fall below the staffing minimums in the above range for greater than Four (4) calendar days. If the Employer does fall below the staffing levels ratio listed above, the Employer will disperse the value of shortfall wages to the staff onsite at the time of the kitchen shortfall to the employees who were onsite until the labour ratio minimums is met. Should the Employer be unable to transport staff to site due to airport closures, the Parties will meet to determine the appropriate remedy in lieu of the above.

### Location Assignment:

If both CGL-Parsnip and TCE-Mt. Bracey are operational at the same time, staff members will be assigned to each specific kitchen for their scheduled rotation and will not move interchangeably amongst each kitchen on a daily basis. Unless unforeseen circumstances such as staff members calling in sick, or leaving early for emergency purposes, then operations will adjust staff from each kitchen to ensure the numbers fall within the agreed upon staffing range. Operations will offer this temporary move to the most senior staff member, who has the right to accept or decline; if declined then the junior staff member will be required to make the temporary move. Operations has the right to schedule staff based off their skillset to ensure each kitchen has the appropriate and equitable set of qualifications and has the right to make appropriate adjustments as seen fit.

Recognizing that the Union has expressed concerns around how the interchangeability may impact kitchen staff, the parties agree to meet within 60 days of the camp reopening to make any necessary adjustments to this language.

The Parties agree that they will meet within 30 days of ratification to discuss any amendments needed to the above kitchen workload chart to adapt to the Parsnip kitchen environment, including but not limited to the minimum number of 1<sup>st</sup> Cooks needed in the kitchen. The Parties will meet collaboratively to work through any disagreements.

## **ARTICLE 10 SENIORITY**

10.01 “House Seniority” is reflective of length of employment within the bargaining unit since the most recent date of hire at Parsnip Lodge and shall be the governing factor for layoffs and recall. “Classification Seniority” shall be the governing factor for scheduling, shift preference (day time or night time for example), vacation requests, job postings, overtime and maximizing of hours.

10.04 Seniority shall be obtained one hundred and twenty (120) working days from date of hire. If an Employee is on a job-protected leave during this time, the time to obtain seniority may be applied to one hundred and twenty (120) active status days.

10.05 The Employer shall prepare and maintain seniority lists, and revise and keep said list current. A copy of the seniority list shall be forwarded to the Union upon request. If an Employee is absent for bona fide sickness, recognized under the Health and Welfare Plan, or is absent because of a compensable injury by accident recognized under WorkSafe BC, those days of absence are to be counted towards seniority, once seniority has been obtained. Should an Employee receive notice of lay off while on a bona fide Health and Welfare or WorkSafe BC Claim they will not accumulate any further seniority effective their layoff date.

10.06 Employees in the same classification who are hired or dispatched on the same day shall be listed on the seniority list alphabetically by their last name.

The project recognizes a commitment to Lheidhli T’enneh First Nation for employment at the Parsnip Camp and will provide hiring preference to this Nation to support this commitment. Note that this enhanced level of commitment is occurring due to the elimination of Campo 5B and because of a material number of “bed-nights” associated with the Parsnip Camp loading were originally schedule for Camp 5B. For greatly clarity, the project team and management committee will make fulfilling this commitment its priority with respect direct hire positions.

The Project team will conduct a minimum of one job fair in each of the IICs on an annual basis. The job fairs will be used to share information on the job available & pending, experience requirements and the training that will be provided for each position.

Available employment positions include but not limited to;

Chefs

Cooks

Kitchen Helpers

Housekeepers

Janitors, and

Administration staff

The project team and the Indigenous Coordinator will work closely with each IIC's employment coordinator to advise them of the positions available & the qualifications needed to fill each position.

The project team will also consider referrals from its Indigenous workforce, advertise and promote all available positions on local and online job boards, indigenous websites, company websites, and social media.

## **ARTICLE 11 JOB POSTINGS**

11.01 The Employer shall post all permanent job vacancies internally and externally for a minimum of five (5) days. The time period shall be waived for Employees on an off week rotation. Seniority shall be considered first provided applicants hold the necessary qualifications, except in case of emergency or as otherwise stated in this collective agreement. If there are no successful applicants internally, only then will the Employer hire externally.

11.02 Employees wishing to bid on a posting shall make their intention known in writing to the Employer and shall state the Employee's qualifications for the vacant position.

11.03 Internal applicants who are successful shall be given a trial period of up to twenty (20) shifts. During this trial period, the Employee must demonstrate that she/he can satisfy the requirement of the work performance criteria for the job, to the satisfaction of the Employer

11.04 During the trial period, an employee who fails to demonstrate the ability to perform the job or who chooses not to retain the position shall be returned to his/her former position, without loss of seniority. In such cases, the Employer shall have the right to require all Employees who changed job positions in consequence of the promotion, to move back into their job positions and wage rates, which they occupied prior to the promotion.

## **ARTICLE 12 UNION SECURITY**

12.01 All Employees covered by this Agreement shall, as a condition of employment, be members of or make application for membership in the Union.

The Employer reserves the right to hire Relief Chef, Head Camp Attendant, Head General Help, and COVID 19 Coordinator based on skills, qualifications, and seniority.

12.02 Employees secured through sources other than the Union shall be informed by the Employer that it is a condition of employment that within fourteen (14) days from the date of engagement they apply for membership in the Union, it being understood that failing to make proper application the Employee may be terminated.

12.03 An employee will lose all seniority rights where the employee:

- (a) resigns, or retires;
- (b) is discharged for just and reasonable cause;
- (d) fails to return to work promptly upon termination of an authorized leave of absence, unless it's a medical leave or in some other cases where the reason for not notifying the Employer in advance is due to some emergency beyond the employee's reasonable control;
- (e) failure of an employee to report for work within ten (10) calendar days when recalled by the Employer after a lay-off, or failure of the employee to inform the Employer per Letter of Understanding #2.

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

12.04 Where an Employee is laid off for lack of work, such Employee shall receive a letter issued electronically. A list of employee(s) names will be forwarded to the Union and Company offices.

Once the Employer has fulfilled requirements of Article 11 of this collective agreement, its First Nation hiring commitments, and then its commitment to hire BC residents, the Employer shall next offer applications for open positions to qualified laid off Horizon North employees from Crossroads Lodge in Kitimat, BC, and/or any other Local 40 Horizon North camp members in British Columbia. Such applications will not be unreasonably denied by the Employer.

## **ARTICLE 13 CHECK OFF**

13.01 The Employer agrees to deduct initiation fees, Union dues and assessments upon receipt of a signed authorization by an Employee on the following pay period. Such authorization shall be completed and signed by the Employee on commencement of employment. The monies are to be remitted by the Employer on or before the fifteenth (15) day of the month following the month those deductions were made and mailed to the secretary of the Union. All Employees coming into the bargaining units shall complete and sign the Union application card. These cards will be supplied to the Employer by the Union.

The Union shall indemnify the Employer and hold it blameless against any and all suits, claims, demands, and liabilities that may arise for the purposes of complying with the provisions of this clause.

## **ARTICLE 14 JOB STEWARDS AND UNION REPRESENTATIVES**

14.01 On all projects, a steward will be the first placement in his/her classification. When for any reason a vacancy is created by a job steward leaving the project, that position will be immediately filled by another designated job steward selected by the Union.

The job steward's first obligation is the fulfillment of his/her responsibilities as an employee. During his/her working hours, except for as specified in 14.03, the job steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances. The Job Steward may request space to conduct union business on site and the employer will make a reasonable effort allocate space.

14.02 There shall be one (1) job steward from the housekeeping department and one (1) job steward from the kitchen department per project, and they shall not discriminate against in the execution of their duties as job steward. The job steward shall be recognized as the spokesperson for the Union. The Union will notify the Employer, in writing, the name of the job steward who is to be recognized as the spokesperson and any changes thereof. The job steward shall not be terminated from his classification, except on job completion (no other Employee remains employed within his classification) or, if terminated for cause, in which case such cause shall be stated in writing to the Union within seven (7) working days of such termination.

14.03 The job stewards shall be scheduled to perform Union/Management work for up to four (4) hours per day, with the hours split between each job steward, with the remainder of the shift performing bargaining unit work. Once Lodge occupancy exceeds 800 guests, the job stewards shall be scheduled to perform Union/Management work for up to six (6) hours per day, with the hours split between each job steward.

14.04 The members on the project may elect or appoint up to a maximum of 4 shop stewards whose duties will be to assist the job steward up to Stage 1 of the grievance procedure. Appointed shop stewards are not permitted to use scheduled work time to complete union management work without first notifying their immediate supervisor. Such requests shall not be unreasonably denied.

## **ARTICLE 15 SITE ACCESS, ROOM AND BOARD**

15.01 All employees shall be provided with accommodations and meals by the Employer with no cost to the Employee.

15.02 As a condition of employment, members of the Union who are not identified as Local Residents shall be accommodated in a Parsnip lodge provided by the Employer; such Employees must accept such accommodation and no subsistence or other allowance will be provided in lieu of such accommodation.

15.03 Employees who are provided with accommodations will be required to pack up their rooms and check-out prior to leaving on their scheduled days off. Must abide by camp and site rules, substance abuse policy and emergency response procedures (re: signing out when leaving lodge and going into town).

## **ARTICLE 16 VACATION AND STATUTORY HOLIDAYS**

16.01 Vacation pay and statutory holiday pay will continue as per current practice.

16.02 Each member covered by this Agreement shall receive the amount as set out above for annual vacation and statutory holiday pay as defined in this Agreement. The annual vacation periods shall be at a time mutually agreed upon between the Employer and the Employee. An Employee may take up to one full rotational cycle in any calendar year.

16.03 The recognized statutory holidays are:

New Years Day

Family Day

Good Friday

Victoria Day

Canada Day

BC Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Truth and Reconciliation Day

## **ARTICLE 17 HEALTH PLAN BENEFITS**

Effective August 1, 2024, the Employer shall contribute, on behalf of each Employee covered by this Agreement, an amount equal to \$2.48 for each hour of employment performed by the Employee.

Effective August 1, 2025 the Employer shall contribute, on behalf of each Employee covered by this Agreement, an amount equal to \$2.64 for each hour of employment performed by the Employee.

Effective August 1, 2026 the Employer shall contribute, on behalf of each Employee covered by this Agreement, an amount equal to \$2.82 for each hour of employment performed by the Employee.

## **ARTICLE 18 MONTHLY ASSESSMENT ACCOUNT**

19.01 It is agreed that the Employer shall contribute thirteen cents (13¢) for each hour worked by each Employee covered by this Agreement to the Monthly Assessment Account.

## **ARTICLE 19 BCYT COUNCIL FUND**

20.01 The Employer agrees to remit to the Secretary of UNITE HERE, Local 40, an amount equal to eight (\$0.08) for each hour worked by each Employee covered by this Agreement.

## **ARTICLE 20 REHABILITATION FUND AND CONTRACT ADMINISTRATION FUND**

21.01 The Employer shall make contributions at the rate of two cents (2¢) per hour for each hour worked for each Employee covered by this Agreement to the Construction Industry Rehabilitation Fund.

20.02 The Employer shall make contributions at the rate of six cents (\$0.06) per hour for each hour worked for each employee covered by this Agreement to the Local 40 Contract Administration Fund.

## **ARTICLE 21 REMITTANCE**

21.01 The liability of the Employer for the Employee Health Care Fund as identified in Articles 17 shall be limited to making to prescribed contributions in accordance with the Agreement.

21.02 It is agreed that contributions and remittances contained in Articles 17, 18, 19, and 20 shall be as per Appendix “A” of this agreement.

21.03 The Employee agrees to forward all monies payable by him in respect of all funds on or before the fifteenth (15<sup>th</sup>) day of the month following the actual performance of work and shall forward such contributions between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) days of each month.



21.04 A form shall be supplied by the Union for the Employer to identify all contributions as required by this clause and such form shall indicate the address to which contributions shall be sent.

21.05 In the event the Employer fails to remit contributions to the funds in conformity with this clause of the Agreement, the Employer shall, if delinquent ten (10) days following notification from the Union, pay a penalty of a minimum of \$100 per day divided amongst the impacted Employees (minimum \$5 per Employee per day).

21.06 The Business Representative of Local 40 may inspect, during regular working hours, an Employer's records of time worked by Employees and contributions made to the funds. Adequate notice and agreement on time is required.

#### 21.07 Bereavement Leave

In the case of bereavement in an Employee's immediate family (spouse, mother, father, sister, brother, son, daughter, grandparent, grandchild), an Employee, upon application, will be granted three (3) days of paid leave at eight (8) hours straight time in order for the Employee to attend the funeral. If an Employee requires additional unpaid leave the request, submitted in writing, will not be unreasonably denied. Proof of loss may be required.

## **ARTICLE 22 TRADE QUALIFICATIONS**

1<sup>st</sup> Cook, Baker, and 2<sup>nd</sup> Cook classifications are encouraged to pursue apprenticeship and technical training may be given preference in hiring and promotion.

## **ARTICLE 23 HEALTH AND SAFETY**

23.01 Accident Prevention regulations made pursuant to the WorkSafe BC regulations together with those adopted and published by the Employer shall be observed at all times. It shall not be cause for dismissal if an Employee refuses to work in contravention of such regulations. An Employee may be terminated if he failed to comply, after being duly warned of any violation of WorkSafe BC regulations or Employer Safety Rules.

23.02 Employees will comply with all site access "Drug and Alcohol" and "Fit for Duty" test requirements of the Employer and/or the Employer's clients and will comply with all applicable policies and rules of the Employer and/or Employer's clients when working on those sites.

23.03 Active engagement in the Health and Safety Management system is upheld by all employees at Parsnip and will be monitored for adherence according to Horizon North safety management system. This includes the submission of proactive intervention reporting.

23.04 Whenever the Company or the Workers' Compensation Act regulations require equipment to be worn on the job, such equipment shall be provided by the Company at no cost to the employee.

## **ARTICLE 24 TERMINATION**

25.01 Whenever an Employee is to be terminated, the Employer shall notify Union and shall make a reasonable effort to have a union representative present in person or on the phone at his/her dismissal. The employee shall be given a letter stating reason for dismissal; copies of the termination letter will be forwarded to the Union offices.

## **ARTICLE 25 GRIEVANCES**

25.01 Union and Employer Policy or General Grievance:

The Union or Employer may file policy, or general grievances. Such grievances shall be filed at Step Two of the grievance procedure.

25.02 a) Informal Step:

As an informal step, the Employee is encouraged to make an earnest effort to resolve the grievance directly with the management to whom the Employee reports. At the Employee's option, the Employee may be accompanied by the Job Steward for the department in which the Employee works.

b) Step One:

At this step, notice in writing of the grievance must be filed with a person designated by the Employer, within fourteen (14) calendar days after the occurrence of the alleged grievance or of the date on which the Employee first has knowledge of it.

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence, which gave rise to the grievance, it shall clearly state the provision of the agreement, which has been violated and the remedy sought.

Any meeting between the parties at this step may involve the Employee, will involve the Job Steward and a person from management other than the Employee's immediate supervisor.

The Employer's representative must answer the grievance in writing within fourteen (14) calendar days.

c) Step Two:

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made at a meeting that may be attended by the Employee, will be attended by the Job Steward and/or a Union Representative and the Employer representative(s)

This step must be taken in writing within seven (7) calendar days of the date on which the written answer was delivered at Step One.

In the event that no agreement is reached at Step 2 of the grievance process, either party may seek mutual agreement to move the grievance to an optional Mediation step. The Mediator shall be chosen from the list in Letter of Understanding #1.

d) Arbitration: Should the foregoing process fail a solution of a problem, then within five (5) days following, either party can refer the matter to an Arbitrator. Within five (5) days of the matter being referred to Arbitration, the parties shall mutually agree on an Arbitrator selected from the list in Letter of Understanding #2. The Arbitrator shall, within thirty (30) days of appointment, hear the parties and give its decision. Such decision shall be final and binding on the parties. The thirty (30) day period may be enlarged or abridged by mutual consent of the parties to the Arbitration. Each of the parties shall pay his own costs and expenses of arbitration and split the costs of the Arbitrator.

It is specifically agreed by the parties that the time limits set out in Article 26.01 for initiating a grievance and advancing the grievance from one step to the next are mandatory time limits. If the grievance is not initiated within fourteen (14) days from the occurrence, the matter is not grievable. Likewise, if the matter does not advance to the next step in the grievance procedure in a timely manner in each step of the grievance procedure, the grievance will be deemed abandoned.

### 25.03 Discipline Warnings

Effective the date of ratification of this Agreement, any verbal or written warning covering any matter other than sexual or personal harassment, theft, breach of trust, or acts of violence, that has been placed on the file of an Employee, will subsequently be removed from his or her file as soon as the Employee has been employed for a further continuous period of twelve (12) months without incurring an additional disciplinary penalty of any kind.

Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.

## **ARTICLE 26 LEAVES OF ABSENCE**

26.01 The Employer shall grant a leave of absence to Employees who are elected as delegates to attend Union conventions or as members of a negotiating committee. The Employer shall be given seven (7) days notice of such occurrence and shall not incur any cost whatsoever attendant to such permission being granted. The Employee will suffer no loss of rights formerly enjoyed before such leave was granted.

26.02 An Employee may request a leave of absence, without pay, not to exceed four (4) months upon written application to the Employer. The application must be submitted four

(4) weeks in advance of the requested leave and must be approved by the Employer in writing with a copy sent to the Union. Such leave will not be unreasonably denied. An Employee shall not lose their seniority while on an approved leave of absence.

26.03 The employee, after completing sixty-five (65) consecutive days of employment, will be entitled to ten (10) days leave of absence, without pay, providing that employee returns to the job within ten (10) days. Request for leave of absence must be submitted four (4) weeks in advance of the requested leave and must be approved by the Employer. Permission for leave of absence not to be unreasonably withheld by the Employer.

**Signed and dates this 29 day of April, 2024**

**Unite Here Local 40**

  
Mike Biskar (Apr 27, 2024 09:14 PDT)

**Signature**

04/27/2024

**Date**

**Signature**

**Date**

**Horizon North**



**Signature**

April 29, 2024

**Date**



**Signature**

**Date**

## APPENDIX A WAGES/CONTRIBUTIONS

<u>CLASSIFICATION</u>	Current	Sept 18, 2023 10% or 11%	Sept 18, 2024 4%	Sept 18, 2025 4%	Sept 18, 2026 4%
1 <sup>st</sup> Cook	\$25.45	\$28.25	\$29.38	\$30.56	\$31.78
2 <sup>nd</sup> Cook	\$24.19	\$26.61	\$27.67	\$28.78	\$29.93
General Help	\$21.17	\$23.29	\$24.22	\$25.19	\$26.20
Head Housekeeper	\$23.35	\$25.92	\$26.96	\$28.04	\$29.16
Housekeeper	\$21.17	\$23.29	\$24.22	\$25.19	\$26.20
Janitor	\$21.17	\$23.29	\$24.22	\$25.19	\$26.20
Covid Host	\$21.70				
Covid Coordinator	\$23.53				
Relief Chef	\$27.54	\$30.57	\$31.79	\$33.06	\$34.38
Breakfast Cook	\$25.45	\$28.25	\$29.38	\$30.56	\$31.78

10% increase from September 18, 2023, until September 17, 2024, for all employees still active and employed after November 2, 2023. 11% for 1<sup>st</sup> Cooks, Breakfast Cooks, Relief Chefs, Head Camp Attendant. Only employees who were actively engaged in duties on or after November 2, 2023, shall be eligible for retroactive pay. Retroactive pay shall be calculated from September 18, 2023, to the date of recall to active duty, at increased compensation rate.

4% increase from September 18, 2024, until September 17, 2025, for all employees. If CPI is above 4% for the previous 12 month time period, then the CPI rate will be applied in place of the aforementioned 4% increase.

4% increase from September 18, 2025, until September 17, 2026, for all employees. If CPI is above 4% for the previous 12 month time period, then the CPI rate will be applied in place of the aforementioned 4% increase.

4% increase from September 18, 2026, until end of project for all employees. If CPI is above 4% for the previous 12 month time period, then the CPI rate will be applied in place of the aforementioned 4% increase.

The hourly rates include the \$0.08 BCYT Council Fund to be deducted from each hour of employment

The first cook assigned as the Night Shift Supervisor shall be paid an additional \$1.00 per hour (does not include night shift premium)

All Employees currently earning above these rates shall receive an equal classification wage increase

Rates do not include Statutory Holiday and vacation pay.

Employer Contribution	Aug 1, 2024	Aug 1, 2025	Aug 1, 2026
Health Plan	\$2.48	\$2.64	\$2.82
Dues Assessment	\$0.13	\$0.13	\$0.13
Rehabilitation Fund	\$0.02	\$0.02	\$0.02
Contract Admin	\$0.06	\$0.06	\$0.06
Employee Deduction			
BCYT Council Fund	\$0.08	\$0.08	\$0.08
Total Remittance	\$2.77	\$2.93	\$3.11

All Employer and Employee Deductions are calculated based on hours worked.

### **Severance Bonus:**

1. Employees who have less than one (1) year of continuous service on the project, as of their working notice letters of October 4, 18 & November 1, 2023, shall have no entitlement to severance or termination pay, as they have already received their entitlement set out in the Employment Standards Act. Any workers with less than 1 year of service as of the aforementioned dates, who are recalled to the project, will accumulate years of service consecutively from their original Parsnip hire date ~~status at time of last termination~~.
2. Employees who have more than one (1) year of continuous service on the project, as of their working notice letters of October 4, 18 & November 1, 2023, shall be eligible for a severance bonus equivalent to one thousand (\$1,000) dollars per year of continuous service on the project at Parsnip/Mt. Bracey. This severance bonus will be payable to eligible employees who remain working until the end of the project (estimated to be **October 2024** for **CGL-Parsnip**, unless changed to **December 2026** if **TCE-Mt. Bracey** is awarded).

Eligible employees may elect instead to voluntarily terminate within 30-days following ratification and receive their severance bonus upon termination.

Employees who terminate and accept their severance bonus immediately after ratification will forfeit recall rights. If subsequently rehired, the employee shall start as a new employee accumulating seniority from their new date of hire.

### **Project Bonus Payments:**

1. One-time **\$500** ratification bonus will be paid to all employees who have more than 1-year of continuous service as of the date of the employees' working notice

letters (October 4, 18, November 1, 2023) on the Parsnip project. Payable within 30-days following ratification.

2. **TCE-Mt. Bracey Project** (*conditional*): One-time **\$750** retention bonus will be paid to all employees who return to active employment when the Parsnip project reopens (approximately July 2024) and continue working until December 2024, when the project is scheduled to temporarily shut down. The bonus will be paid once the project temporarily shuts down. Note that these dates may change due to project schedule and are payable within 30 days of the camp temporarily closing.
3. **TCE-Mt. Bracey Project** (*conditional*): One-time **\$1,000** retention bonus will be paid to all employees who return to active employment when the Mt. Bracey project reopens (approximately July 2025) and continue working to December 2026, when the project is scheduled to shut down. The bonus will be paid out once the project shuts down. Note that these dates may change due to project schedule and are payable within 30 days of camp closure.

## **LETTER OF UNDERSTANDING #1 ARBITRATORS**

### List of Arbitrators

In accordance with 25.02(d), an Arbitrator will be selected from the following list:

Mark Brown  
Ken Saunders  
Gabe Somjen  
Corin Bell  
Joan McEwen  
Sylvia Skratek

## **LETTER OF UNDERSTANDING #3 LAYOFF AND RECALL RIGHTS**

For all Employees hired prior to the ratification of this agreement, the layoff and recall procedure shall be in accordance with 10.01 of this agreement.

For all Employees hired after the ratification of this Agreement, the layoff and recall procedure shall be as follows:

The Employer reserves the right to layoff and recall in such way that Indigenous hires comprise 30% of the workforce. Once this requirement has been exhausted, the layoff and recall procedure shall be based on house seniority as per 10.01

## **LETTER OF UNDERSTANDING #4 DINING HOURS AND BREAKS**

Given the nature of the project and work performed, there will be occasions where the guests of the lodge will occupy most of the common areas including dining halls. The employer would request that our employees alter break times to accommodate “guest first”. The employer expects these instances to be rare but dynamic. These “in moment” requests will be addressed with the Job Steward and such requests shall not be unreasonably denied by the Union.

### **Letter of Understanding- Night Bus**

The employer will continue to provide a night bus for staff transport to site, using the identical language in the current letter of understanding signed 22 Feb 2023. Additional to the language in the current letter of understanding, the employer will provide the night bus when the combined occupancy of both Parsnip and Mt. Bracey lodges are over 650 persons.

If night shift employees are required to stay on site for the day following their shifts, they shall not be required to checkout of their rooms early, when available.

### **Letter of Understanding - Preferential Hiring**

The Employer agrees to meet with the Union Committee no later than September 1<sup>st</sup>, 2024 to discuss job opportunities with the Employer at other Horizon North camps following the closure of Parsnip Lodge in 2024.

The Employer recognizes the instability of camp work and agrees to work collaboratively with the Union to find employment opportunities beyond Parsnip and Mt Bracey.








# April25ParsnipCBA

Final Audit Report

2024-04-27

Created:	2024-04-27
By:	Austin Longacre (alongacre@dexterra.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAge65ILDifgYFsng4FKJfoODyr-PL3w-S

## "April25ParsnipCBA" History

-  Document created by Austin Longacre (alongacre@dexterra.com)  
2024-04-27 - 4:12:33 PM GMT
-  Document emailed to Mike Biskar (mbiskar@unitehere40.com) for signature  
2024-04-27 - 4:12:37 PM GMT
-  Email viewed by Mike Biskar (mbiskar@unitehere40.com)  
2024-04-27 - 4:13:21 PM GMT
-  Document e-signed by Mike Biskar (mbiskar@unitehere40.com)  
Signature Date: 2024-04-27 - 4:14:48 PM GMT - Time Source: server
-  Agreement completed.  
2024-04-27 - 4:14:48 PM GMT






# April25ParsnipCBA - Signed 18 (004)

Final Audit Report

2024-04-29

Created:	2024-04-29
By:	Rob Adair (radair@dexterra.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACTe4PyYv8AZOOaByBIW1Z3IVkbTBRMQ0

## "April25ParsnipCBA - Signed 18 (004)" History

-  Document created by Rob Adair (radair@dexterra.com)  
2024-04-29 - 9:58:33 PM GMT- IP address: 204.191.172.114
-  Document emailed to Jeff Litchfield (jlitchfield@dexterra.com) for signature  
2024-04-29 - 9:59:44 PM GMT
-  Email viewed by Jeff Litchfield (jlitchfield@dexterra.com)  
2024-04-29 - 10:25:57 PM GMT- IP address: 104.28.124.11
-  Document e-signed by Jeff Litchfield (jlitchfield@dexterra.com)  
Signature Date: 2024-04-29 - 10:50:40 PM GMT - Time Source: server- IP address: 142.169.18.118
-  Agreement completed.  
2024-04-29 - 10:50:40 PM GMT