

# **COLLECTIVE AGREEMENT**

**Between**

**Mountainside Lodge**

**And**

**Unifor Local 3000**



**September 1, 2021 – August 31, 2024**

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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 benefit of the Parties to this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 20 of this Agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's 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 all employees.

## **ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT**

### **2.01 DURATION**

- (a) This Agreement shall be for the period from September 1, 2021 to August 31, 2024.

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 of British Columbia.

- (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 further Agreement.
- (c) During the continuation period provided in 2.01 (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.

## **2.02 LABOUR RELATIONS CODE - SECTION 50(2) EXCLUDED**

The operation of Section 50 (2) of the Labour Relations Code of British Columbia is hereby excluded.

## **2.03 STRIKES AND LOCKOUTS**

The Union agrees during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work or to continue to work. The Employer agrees that during the term of this Agreement there will be no lockout.

## **2.04 CONTRACTED SERVICES**

The Employer will not contract out work normally performed by members of the bargaining unit if the contracting out will result in the layoff, the reduction in hours of work or the failure to recall from layoff of a bargaining unit member.

## **2.05 EXTENT**

- (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 provision 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.

### **ARTICLE 3 - UNION RECOGNITION**

#### **3.01 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, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the Parties.
- (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 in 3.01 (a) above.

#### **3.02 RECOGNITION OF LEGAL PICKET LINES**

- (a) The Union agrees that in the event a picket line affects the Employer's operation the Union will take steps to determine whether the picket line is legal and will advise

the employees accordingly. The Union will then advise the Employer of their position.

- (b) No employee shall be disciplined for refusing to cross a legal picket line.

### **3.03 PERFORMANCE OF BARGAINING UNIT WORK**

With the exception of present practice, 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:

- (a) for the purposes of instruction, experimentation, or management training, in which case trainees shall not displace or replace any employee in the aforesaid classifications,
- (b) in cases of emergency; or,
- (c) in cases of unanticipated workload.

### **3.04 NO DISCRIMINATION**

- (a) No discrimination shall be shown an employee active in the affairs of the Union. Should an occasion arise as to doubt the reasons for discharge the Union shall be permitted to investigate.
- (b) It is agreed between the Parties that there is an obligation to eliminate any and all sexual harassment in the workplace. Complaints of sexual harassment will be thoroughly investigated by the Employer. The investigator will complete the investigation as soon as reasonably possible based on the Parties' availability and other relevant considerations and report on their findings to the Parties to the complaint, as well as the Employer and the Union. The investigator will consider and apply the Employer's relevant policies and follow a procedurally fair process.

The respondent and complainant shall have a Union Representative in any investigation meeting or interview if they are bargaining unit employees.

The findings of the joint investigation shall be forwarded to the Employer, who shall determine if discipline is warranted, as per Article 19. Any discipline may be subject to the grievance process outlined in Article 20.

- (c) Alleged failure by any party to deal with a sexual harassment complaint may be the subject of a grievance pursuant to this Agreement. The Employer agrees to post their policy on sexual harassment.
- (d) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity.

### **3.05 NATURE OF COMMUNICATIONS**

The Parties to this Agreement recognize that all members shall be treated equally with integrity, trust and respect. To this end, both Parties will maintain open lines of communication and shall promote a good relationship built on mutual trust and respect.

### **3.06 VIOLENCE IN THE WORKPLACE**

In the event of a written complaint of an act of violence or a threatened act of violence in the workplace, the Employer shall, as soon as it is reasonably possible, conduct an investigation into the act or threatened act of violence.

This investigation may include contacting the local policing authorities as may be necessary.

### **3.07 UNION BUTTONS**

An employee may wear the Union button without being disciplined.

### **3.08 FAIR LABOUR SERVICES, PRODUCTS AND MATERIALS**

The Employer undertakes, wherever possible and practical, to use services, products and other materials necessary to the proper functioning of the Hotel, which are manufactured, provided or produced under fair labour conditions.

### **3.09 UNION HOUSE**

The Employer agrees to post the Union House Card in a place mutually agreed upon.

### **3.10 UNION INVESTIGATION OF THE STANDING OF EMPLOYEES' CONDITIONS**

- (a) The Employer shall allow the properly authorized Representative of the Union to investigate the standing of all employees' conditions, to see that this Agreement is being enforced. The Employer is entitled to require an individual to substantiate that they are an authorized Representative of the Union.
- (b) When access is required for purposes of such investigation, the Union Representative will notify the Employer seven days in advance if possible and in writing.
- (c) Access will not be unreasonably denied by the Employer.
- (d) The investigation must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.

## **ARTICLE 4 - UNION SECURITY**

### **4.01 MEMBERSHIP**

- (a) All employees who are now members of the Union or who may become members, shall remain members in good standing as a condition of employment.
- (b) All new employees shall be required to become members of the Union within thirty (30) days after the date of initial employment. The Union is entitled to determine the eligibility of newly hired employees for admission into membership in the Union, according to the Union's Constitution, provided that the eligibility criteria and the manner of their administration are lawful in this Province.
- (c) The Employer agrees that it shall provide the name, classification and first schedule of a new hire to the Shop Steward.

### **4.02 NEW EMPLOYEES**

The Employer agrees that it will advise each newly hired employee of the Union security and check-off provisions provided in this collective agreement, and refer such employees to the Union for purposes of obtaining a Union card.

### **4.03 CHECK-OFF-ASSIGNMENT OF WAGES**

- (a) All employees, as a condition of employment, shall sign an authorization of check-off before commencing work.
- (b) The Union agrees to supply the Employer with the necessary assignment of wages forms. Such forms must specifically authorize the deduction of initiation fees, union dues, fines, assessments and arrears, as required by Article 4.04.

#### **4.04 CHECK-OFF PROCESS AND PROCEDURES**

- (a) The Employer agrees to deduct initiation fees, union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All monies deducted from employees' earnings pursuant to this Article, are to be forwarded to the Secretary of the Union, (together with a list of employees to whom the monies are to be credited, and the names and current addresses of new employees hired,) on or before the 15th day of the month following the month in which the monies were deducted.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted, prior to making such deductions.
- (e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law,

and as are authorized by valid assignment of wages form executed by each employee.

- (f) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final paycheque and remit it as per Article 4.04 (c).
- (g) In the event that the Union alleges any violation by the Employer of this Article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to Arbitration.
- (h) The Employer agrees to show on each employee's T-4 form the amount of Union dues deducted.

#### **4.05 AN EMPLOYEE'S FAILURE TO MAINTAIN MEMBERSHIP IN GOOD STANDING**

Upon notice in writing from the Union to the Employer that an employee:

- (a) is not a member of the Union;
- (b) has not signed a written assignment of wages to pay Initiation fees;
- (c) has revoked their written assignment of wages to pay initiation fees, Union dues or union assessments;
- (d) is suspended from the Union;
- (e) has been expelled from the Union;
- (f) has resigned from the Union;

the Employer shall discontinue the employment of such employee.

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 5 - UNION STEWARDS**

### **5.01 SHOP STEWARDS**

- (a) The Union shall appoint from among the employees, and the Employer shall recognize Shop Stewards duly elected. The duties of the Shop Steward shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees.
- (b) The Employer agrees to recognize duly appointed or elected Shop Stewards provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Shop Steward's first obligation is the fulfillment of their responsibilities as an employee. During their working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.
- (d) The Union Steward must not leave their assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by Stewards in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked and compensated at their regular rate of pay.

- (f) Under no circumstances shall a Steward take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the management of or direction of the work force.
- (g) The Shop Steward shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.

## **5.02 MANAGEMENT AND UNION STEWARDS MEETING**

- (a) Upon request, a person or persons designated by the Employer and empowered to act on a subject will meet with the Union Steward and the Alternate to review problems that may arise concerning the application and operation of the collective agreement. It is agreed that the Union staff Representative may attend these meetings from time to time.
- (b) The Steward and the Alternate will be permitted to attend such meetings with pay, but there must be no resulting overtime or other premium costs to the Employer.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) Where the Shop Steward/Management agree there are no problems, it will not be necessary to convene the meeting.

## **ARTICLE 6 - RESERVATIONS TO MANAGEMENT**

### **6.01**

The Union recognizes the right of the Employer to direct the workforce, to promote, demote, transfer or discharge.

### **6.02**

The Union further recognizes the right of the Employer to operate and manage its business in all respects.

### **6.03**

The Employer also reserves the right to supplement and alter, from time to time, reasonable rules and regulations to be observed by the employees.

### **6.04**

Such management rights shall be exercised in a manner which shall not be inconsistent with the terms of the Agreement.

## **ARTICLE 7 - HIRING PROCESS**

### **7.01**

The Employer agrees to post all job postings where they will be visible and accessible to all employees. In addition, the Employer agrees to provide the Union Shop Steward with copies of all job postings.

## **ARTICLE 8 - HOURS OF WORK**

### **8.01 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) day period;
  - iii. not more than forty (40) hours in any five (5) working day period.
- (b) Any hours which the Employer requires an employee to work in excess of the above shall be paid as per Employment Standards Legislation.

## **8.02 SHIFT HOURS**

All shifts assigned by the Employer must conform with the following guidelines:

- (a) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
- (b) Shifts of 5, 6, 7 or 8 hours may be assigned, subject to the provisions of Article 8.03.
- (c) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.

## **8.03 MAXIMIZING THE LENGTH OF SHIFTS**

- (a) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer will make every effort to schedule the maximum number of full time shifts before instituting shifts of lesser hours.
- (b) For the purposes of this Article, "full time shifts" mean shifts of a length from seven and a half (7 ½) hours up to and including ten (10) hours.

## **8.04 ASSIGNMENT OF SHIFTS BY SENIORITY**

- (a) Within departments and classifications, the Employer shall offer shifts to employees on the basis of seniority.
- (b) The Parties agree that in certain situations within the front desk and maintenance departments, specific qualifications are required. The Employer agrees to provide the Union with notice of any specific qualifications required before posting such a position. In those instances, provided the senior employee has those specific qualifications and performance that meets the standard as established by the Employer, the Employer shall offer shifts to employees on the basis of seniority.

- (c) The Employer shall post new shifts for one (1) week.
- (d) In the event of emergencies, employees who are called in to work shall be paid not less than four (4) hours.
- (e) Employees may exchange shifts with prior authorization of the Employer and the Employer shall not unreasonably withhold authorization. Requests shall be signed by both employees.
- (f) There shall be no increased cost to the Employer should employees exchange shifts with the Employer's authorization.
- (g) Once the Employer has authorized the exchange of shifts there shall be no grievances filed as a result of an authorized and agreed to shift exchange.

#### **8.05 DAYS OFF**

All employees shall receive two (2) consecutive days off unless otherwise mutually agreed to.

#### **8.06 WORK PERFORMED ON SIXTH CONSECUTIVE DAY**

All work performed on an employee's sixth consecutive day will be paid at one and a half (1 ½) times the rate and all work performed on an employee's seventh consecutive day will be paid at double time (2x) the rate.

#### **8.07 PAYMENT FOR TIME IN LIEU OF BREAKS**

Employees who are directed by the Employer to forego rest periods or meal breaks shall, in addition to being compensated for time worked in lieu of a break or breaks, receive an additional sum equal to the amount of the lost break or breaks to a maximum of thirty (30) minutes per shift.

#### **8.08 BREAKS ON SHIFTS OF FIVE TO EIGHT HOURS**

All shifts are increased by thirty (30) minutes. Employees working shifts of five (5) to eight (8) hours are entitled to an

unpaid meal break between the third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) hour of work. Such meal breaks shall not be more than one-half (½) hour.

### **8.09 REST PERIODS**

- (a) All employees are entitled to rest periods in accordance with the following schedule:
  - i. Four (4) hours - one (1) fifteen (15) minute rest period
  - ii. Five (5) hours - one (1) fifteen (15) minute rest period
  - iii. Six (6) hours - one (1) fifteen (15) minute rest period
  - iv. Seven (7) hours - two (2) fifteen (15) minute rest periods
  - v. Eight (8) hours - two (2) fifteen (15) minute rest periods
- (b) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.

### **8.10 EMPLOYEE'S RESPONSIBILITY: WORK START TIME**

Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times, and they shall not leave their working locations at times or in a manner inconsistent with the terms of this Agreement.

### **8.11 WORK SCHEDULES**

- (a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
  - employee's name

- classification
  - days off
  - starting and finishing times
- (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 every scheduled employee to check the posted work schedule for changes.
- (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) An Employer will provide the Shop Steward with a copy of the work schedule and any changes thereof. All changes to the work schedule shall be dated.

## **8.12 CHANGES IN WORK SCHEDULES**

- (a) In situations other than emergencies, the 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 twenty-four (24) hours, when changing work schedules.
- (c) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time to allow the Employer time to cover the absence. Notice shall be provided by the employee by way of a telephone call, email and or text message to

their direct Supervisor to advise of their absence, except where an employee is unable in the circumstances to provide notice in such a manner.

- (d) 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.
- (e) In situations where an employee has not been provided with notice of a change in their work schedule, and the employee reports as scheduled before the change, the employee shall be provided with full compensation for all hours they were scheduled to work.
- (f) Any employee whose schedule has been modified due to illness or injury as defined in Article 16.02 will receive notice required in Article 8.12 (b) and (c).

### **8.13 SCHEDULING SHIFTS EIGHT HOURS AFTER LAST SHIFT**

The Parties recognize that scheduling an employee eight (8) hours after their last shift may cause hardship. The Employer shall advise its Managers to consider the impact of short rest periods when creating schedules.

## **ARTICLE 9 - SENIORITY**

### **9.01 SENIORITY ENTITLEMENT DEFINED**

Seniority is defined as the length of service from date of hire within a classification within a department.

### **9.02 PROBATION**

- (a) All new employees shall be on probation for four hundred and eight (480) hours worked or ninety (90) calendar days, whichever occurs first.
- (b) Where a written performance evaluation indicates doubt as to the probationary employee's suitability for status as

a regular employee, the Employer may extend the probationary period for up to eighty (80) hours or sixty (60) calendar days, whichever occurs first.

- (c) Only those employees who have successfully completed their probationary period are entitled to claim rights arising out of seniority or benefits arising out of Article 14. After the employee has successfully completed their probation shall be calculated in accordance with Article 9.01.
- (d) If there is more than one (1) probationary employee in a classification, the majority of hours on a weekly basis shall be assigned based on the date of hire.

### **9.03 SENIORITY LISTS**

- (a) The Employer will prepare a seniority list of all the employees in the bargaining unit and it shall provide it to the Union in January and July of each year.
- (b) New employees will be added to the list at the time they attain seniority.
- (c) At the time of posting the seniority list, the Employer will provide the Union with a list of all employees which will include their addresses, phone numbers and emails.

### **9.04 ACCRUAL OF SENIORITY**

Seniority will be accrued during:

- (a) time lost as a result of occupational illness or injury;
- (b) non-occupational illness or injury;
- (c) authorized leaves of absences up to three months;
- (d) maternity and parental leaves in accordance with Employment Standards;
- (e) periods of layoff up to eight (8) months;

- (f) Should there be a layoff of an employee as a result of renovations the recall period shall be extended by the length of the closure due to renovations.

### **9.05 SENIORITY LOST**

An employee shall lose all seniority and their employment shall be deemed to be terminated when an employee:

Receives severance pay in accordance with this agreement under Article 16.05;

- (a) voluntarily terminates their employment;
- (b) is discharged for just and reasonable cause;
- (c) is recalled to work and does not report to work as per recall procedure;
- (d) they do not return to work on the date specified following an approved leave of absence other than medical;
- (e) is on lay-off more than twelve (12) consecutive months in addition to the length of any hotel renovations, due to a pandemic, or government declared, state of emergency impacting the Mountainside Lodge.

### **9.06 POSITIONS OUTSIDE BARGAINING UNIT**

An employee appointed to a position outside of the bargaining unit shall retain their accrued seniority for a period not to exceed thirty (30) days from the date of appointment. Thereafter, the employee's name shall be deleted from the seniority list, and their accrued seniority shall be cancelled.

## ARTICLE 10 - LAYOFF AND RECALL

### 10.01 NOTICE OF LAYOFF

- (a) Definitions

#### **Week of Layoff**

“**week of layoff**” means a week in which an employee earns less than 50% of the employee’s weekly wages, at the regular wage, averaged over the previous 8 weeks.

#### **Temporary Layoff**

“**temporary layoff**” means a layoff that exceeds the specified period within which the employee is entitled to be recalled to employment.

- (b) For the purpose of determining the termination date under this section, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated the beginning of the layoff.
- (c) Record of Employment

The Employer agrees to provide a Record of Employment in the week following the week of layoff at the employee’s request.

### 10.02 LAYOFF PROCEDURE

An employee will be laid off within their classification according to their seniority, provided that the senior employees in the classification have the sufficient skill, ability, qualifications and availability to perform the work.

### 10.03 RECALL PROCEDURE

- (a) An employee on layoff shall be recalled to work according to their seniority in their classification.

- (b) An employee who is on layoff and who wishes to be considered for recall to work must ensure that the Employer is at all relevant times aware of the employee's current address and telephone number.
- (c) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), and registered mail. An employee failing to report for duty within sixty (60) hours from the time of such notification shall be considered to have resigned without notice.
- (d) The report time in 10.03 (c) may be extended by mutual agreement.
- (e) A copy of the written recall notice sent to a laid off employee pursuant to paragraph 10.03 (c) above shall also be provided to a Shop Steward.

## **ARTICLE 11 - ADMINISTRATION**

### **11.01 WAGE RATES**

The wage rates provided in the attached applicable appendix shall cover the job description and classifications of labour within the jurisdiction of the Union and shall remain in effect throughout the specified or extended term of this Agreement.

### **11.02 COMBINED CLASSIFICATIONS**

Where an employee occupies a position, which combines two (2) or more classifications of work (except as otherwise provided) they shall be paid at the rate of the highest classification provided they works in such higher classification for four (4) or more hours during any particular shift. But the hotel may not, by virtue of this rule, evade the hiring of an employee in a higher classification where such employees in a higher classification would normally be hired according to the usages of the trade. If the employee works at the higher

classification for less than four (4) hours they shall then be paid the higher rates for the actual amount of time, accordingly.

### **11.03 NEW CLASSIFICATIONS**

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.

### **11.04 PAYMENT OF WAGES UPON TERMINATION LAYOFF OR 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 their resignation.
- (b) When an employee is laid off or their services are terminated, the Employer shall pay all wages owing to them within 48 hours, exclusive of Saturdays, Sundays or Holidays.
- (c) When an employee is laid off or their services are terminated, upon receipt of a written request from the employee, the Employer will provide reasons for the layoff or termination.

### **11.05 ELECTION DAYS**

The Employer agrees to comply with all relevant legislation regarding work on election days.

### **11.06 PAYROLL AND TIME ENTRY ERRORS**

In the event that the Employer makes a payroll error which results in a shortage in the employee's pay cheque, the Employer will issue a separate cheque to correct the error within forty-eight (48) hours (excluding Saturdays, Sundays and Statutory Holidays) of becoming aware of the error.

## **ARTICLE 12 - STATUTORY HOLIDAYS**

### **12.01 STATUTORY HOLIDAYS**

The following shall be considered statutory holidays:

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

Any other day Proclaimed and in effect as a statutory holiday by the Province of British Columbia

- (a) To be eligible to receive pay for a Statutory Holiday, an employee must work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in paragraph (a) above will be waived by the Employer when the employee's absence from an eligibility 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, and any abuse of this provision by an employee may be cause for discipline.

### **12.02 STATUTORY HOLIDAY FALLING ON DAY OFF**

In the event that an employee's day off falls on a Statutory Holiday the employee shall receive their normal days wages as calculated in Article 12.03 (b).

### **12.03 PAYMENT FOR STATUTORY HOLIDAY**

- (a) Employees who are eligible for Statutory Holiday pay will receive a normal days pay for the Statutory Holiday, whether or not they are scheduled to work on the Statutory Holiday.
- (b) For purposes of this Article, a normal days pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours they have worked in the two (2) week period immediately preceding the week in which the statutory holiday occurs, divided by ten (10) to establish the hours to be paid for the Statutory Holiday. In the case of the calculation of a normal days pay for New Year's Day, Christmas Day and Boxing Day will be counted as time worked, on the basis of the hours that the employee was paid for those days.
- (c) An employee who is scheduled by the Employer to work on a statutory holiday, shall be paid one and one-half (1½) times their normal wage rate for any hours so worked, on all Statutory Holidays in addition to the payment provided for in Article 12.03 (a) above.
- (d) An employee who works more than their regularly scheduled hours shall be paid double time and one-half (2½) for all such additional hours worked.

### **12.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY**

- (a) To be eligible to receive pay for a Statutory Holiday, an employee must work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in paragraph 12.04 (a) above will be waived by the Employer when the employee's absence from an eligibility 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, and any abuse of this provision by an employee may be cause for discipline.

#### **12.05 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT**

If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday, without reasonable cause, or without leave of the Employer, they shall not receive any pay for such holiday.

#### **12.06 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION**

- (a) Should any Statutory Holiday occur during an employee's vacation period, the formula in Article 13.02 (c) shall be applied to the two (2) week period immediately preceding the week in which the vacation commenced. The employee shall receive this amount in addition to vacation pay. The employee shall in addition receive an extra day off, either the working day preceding or the working day following the vacation period.
- (b) Should a Statutory Holiday fall during the first week immediately following the end of an employee's vacation the formula in Article 12.03 (b) will be applied to the two (2) week period immediately preceding the week in which the vacation commenced.
- (c) Should a Statutory Holiday fall during the second week immediately following the end of an employee's vacation the formula in Article 13.02 (c) will be applied to the first week immediately preceding the week in which the

vacation commenced and the first week immediately following the end of the employee's vacation.

**ARTICLE 13 - ANNUAL VACATION**

**13.01 ANNUAL VACATION PAY: CASUAL/TEMPORARY EMPLOYEES**

Casual and temporary employees will receive any annual vacation pay to which they are entitled with their regular pay cheques for each pay period.

**13.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS**

(a) 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:

Complete Years of Service	Annual Vacation	Annual Vacation Pay
1 year but less than 3 years	2 weeks	4%
3 years but less than 7 years	3 weeks	6%
7 years but less than 15 years	4 weeks	8%
15 years or more	5 weeks	10%

- (b) "Consecutive years" as used herein, shall be understood to mean consecutive years of service with the same establishment subject to Article 9.01 of this Agreement.
- (c) Annual vacation pay shall be calculated using the applicable percentage from Article 13.02 (a) above, as a

percentage of the employee's gross earnings for the preceding year.

### **13.03 VACATION SCHEDULING PREFERENCE BY SENIORITY**

Employees shall have preference in respect to annual vacations, within their department and classification, according to the seniority list, provided they file applications before January 31 of each year for vacations to be taken during that year. Any subsequent vacation requests will be on a first-come, first-serve basis after January 31<sup>st</sup>. Vacation requests shall not be unreasonably denied.

Once a vacation request has been submitted the Employer shall respond in writing within fourteen (14) days whether or not the request has been approved.

### **13.04 VACATIONS TO BE TAKEN BY DECEMBER 31ST**

All vacations shall be taken at a time to be mutually agreed upon by the Employer and the employee on or before the thirty-first (31<sup>st</sup>) day of December in each and every year.

### **13.05 VACATION PAY**

The Employer agrees that vacation pay shall be paid to an employee prior to any scheduled vacation and when an employee requests provided two (2) weeks notice has been given to the Employer.

Any vacation pay not paid by the end of each calendar year shall be paid out to the employee by the first pay day in January of each year.

## **ARTICLE 14 - HEALTH AND WELFARE**

### **14.01 HEALTH & WELFARE**

The terms and conditions of the current Mountainside Lodge health and benefit plan, including MSP coverage (except

where paid for or provided by a level of government), will apply during the Term of the Collective Agreement. The cost of the benefits including all premiums shall be paid by the Employer for all employees regularly working twenty (20) or more hours per week. All other employees will be ineligible for the health and benefit plan.

Any employees as of October 24, 2018 regularly working less than 20 hours per week shall be “grandparented” as it concerns the 20 hour per week threshold.

Employees on a leave of absence may continue on benefits if they pay their portion of the premiums.

Employees who are laid off will be allowed to continue to remain on Mountainside Lodge's benefit plan at the employee's own expense for a period of up to six (6) months.

Basic Dental coverage for each individual or family plan member will be up to a maximum of fifteen hundred (\$ 1,500) dollars each calendar year for combined basic and major dental procedures.

Vision Care coverage will include an eye exam and glasses or contact lenses up to a maximum of three hundred (\$300) dollars every twenty-four (24) months, for each individual or family plan member.

There is no employee-paid deductible for the Extended Health Plan.

#### **14.02 PREMIUMS WHILE ON LAYOFF**

Provided that an eligible employee has worked for the Employer during two (2) consecutive winter seasons (covering the period from December 15th to April 15th), the Employer shall continue to pay 100% of the regular monthly premiums for the employee, and their eligible dependents, for coverage under the Medical Services Plan of B.C. for the period of two (2) months after that the employee is laid off from

work. In addition, if an employee is recalled for one (1) shift during the next thirty (30) days, the Employer will pay the monthly premium.

### **14.03 SICK PAY**

- (a) Employees who have successfully completed the probationary period shall qualify for sick pay.
- (b) Sick leave shall be accumulated at the rate of four (4) hours for each calendar month retroactive upon completion of probation to the employee's date of hire.

The Employer agrees to provide three (3) paid sick days to each employee on the basis that the accumulation of paid sick time and current limits in Article 14.03 (b) shall continue to apply.

Based on this, all employees will start with three (3) paid sick days for the calendar year, January 1<sup>st</sup> to December 31<sup>st</sup>, and will start to accumulate additional hours as of July 1<sup>st</sup> (the 7<sup>th</sup> month). Should the Government legislate more than three (3) paid sick days annually, then that amendment will be deemed to be incorporated into this provision.

For part-time employees, the rate of sick time accumulation shall be at fifty (50%) percent the above rate for full-time employees.

- (c) Sick leave may be used by an employee for absences such as employee illness, illness or medical condition of a family member, or family responsibility leave, or on the first day of an accident or hospitalization. Employees will provide advance notification when possible.
- (d) Notwithstanding Article 8.12 of this Collective Agreement, when an employee becomes aware that they will not be able to report to work as scheduled due to any reason inclusive of those outlined in Article 14.03

(c) above, they are obligated to provide the Employer with notice at the earliest possible time to allow the Employer time to cover the absence.

- (e) For purposes of this Article a sick day's pay shall be understood to mean the number of hours the employee is scheduled to work the day in which they were sick. This shall at no time exceed the sick leave hours accumulated.
- (f) If requested by the Employer, a doctor's certificate must be supplied by the employee's doctor in respect of any illness extending beyond three (3) working days.
- (g) Sick Pay will not be paid for illness which occurs during an employee's vacation or statutory holiday.
- (h) Accumulated sick days will not be paid out on termination of employment.

#### **14.04 MEDICAL EXAMINATION**

Notwithstanding Article 14.03 (d) of this Collective Agreement, if the employee has repetitive absences or absences due to illness or injury that extend beyond two weeks in duration:

- (a) employees may be required, at their own expense, to provide a medical certificate verifying that the employee is unable to carry out their normal duties;
- (b) the Employer may require an employee to take medical examination (obtain a second opinion) by an independent physician who will complete a medical protocol or report indicating whether or not the employee is able to carry out their normal duties. Any resulting charge by the physician which is not paid by the employee's medical insurance plan will be paid by the Employer.

## **ARTICLE 15 - LEAVES OF ABSENCE**

### **15.01 LEAVE OF ABSENCE: EMPLOYEE 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 five (5) 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 Secretary of the Union.
- (c) An employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one (1) employee at a time.

### **15.02 LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS**

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than one (1) employee who is elected as delegate to attend Union conventions or as a member of a negotiating committee. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay for up to one (1) employee at any one time, to attend bona fide Shop Steward education programs. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.

- (c) The Employer may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational programs within the hospitality industry. Written applications for such leave must be received at least seven (7) days prior to the commencement of such leaves.
- (d) The Employer is entitled to insist that not more than one (1) employee can be absent on such leaves of absence from any one (1) department.

### **15.03 COURT ATTENDANCE**

Any employee covered by this Agreement who may be required and/or is summoned to attend any commission, court or hearing, to give evidence in any case, civil or criminal respecting the Employers' hotel with which they are employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay. The employee agrees to reimburse the Employer any monies received for their service by the court.

### **15.04 BEREAVEMENT LEAVE**

- (a) A regular employee will be granted three (3) consecutive days off without loss of pay in the event of the death of a member of their immediate family. Such leave will be taken within fourteen (14) calendar days unless otherwise mutually agreed to.
- (b) "Immediate family" shall be understood to include the employee's mother, father, legal guardian, son, daughter, sister, brother, spouse, father-in-law or mother-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, step parents and step children.
- (c) For purposes of this Article, "spouse" shall be defined to include common-law spouse with whom the employee has cohabited for a minimum of two (2) years.

### **15.05 JURY AND WITNESS DUTY**

Employees who serve on a jury or a witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Employer any conduct money, expense payment or other monies received, an employee shall continue to receive their full wages for such period of time.

### **15.06 GENERAL LIMITATION ON LEAVES OF ABSENCE**

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate Article that the particular leave of absence is to be granted with pay.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing. Such leaves will not be unreasonably denied.

### **15.07 COMPASSIONATE LEAVE**

In the case of serious illness in the family and where there is no other caregiver available, the Employer shall grant reasonable leave of absence without pay.

### **15.08 FAMILY RESPONSIBILITY LEAVE**

The family responsibility leave provisions of the Employment Standards Act of BC as may be amended from time to time are applicable to the employee covered by this Collective Agreement.

### **15.09 SENIORITY LOST**

An employee shall lose all seniority and their employment shall be deemed to be terminated when an employee:

- (a) uses a leave of absence for a reason other than that for which the leave was granted; or
- (b) accepts gainful employment while on an authorized leave of absence, without first obtaining the consent of the Employer in writing.

## **ARTICLE 16 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS**

### **16.01 EMPLOYEE ATTENDANCE AT STAFF MEETINGS**

- (a) Where an employee is directed by the Employer to attend a staff meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (b) An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than eight (8) hours in a day, or more than forty (40) hours in a week.
- (c) Where the attendance of an employee at a staff meeting is voluntary, in response to an invitation and not a direction of the Employer, the Employer is not obligated to compensate the employee for the time spent in such attendance.
- (d) Where an employee is directed by the Employer to attend a staff meeting during their regular days off, the employee shall be compensated at their regular hourly rate for the time spent in such meeting.

### **16.02 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY**

- (a) 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 their former position within twenty-four (24) hours, with all rights and conditions which they formerly enjoyed, according to the terms of the Agreement which is in effect at the time of their return, subject to the further conditions which follow.

- (b) Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from the Worksafe BC, certifying that the employee is physically able to resume the performance of the duties if such employee has been absent for a period of two (2) weeks or greater.
- (c) In cases involving prolonged absence where it has been necessary for the Employer to make adjustments in the work schedules of other employees in order to cover the absence, that Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.

### **16.03 NO INDIVIDUAL CONTRACTS OR AGREEMENTS**

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with their Employer concerning the conditions of employment varying the conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.

### **16.04 COMPENSATION FOR LENGTH OF SERVICE – TERMINATION OF EMPLOYMENT AND NON-RECALL FROM LAYOFF**

- (a) Liability resulting from length of service
  - (i) After 3 consecutive months of employment, the Employer becomes liable to pay an employee an

amount equal to one week's wages as compensation for length of service.

- (ii) The Employer's liability for compensation for length of service increases as follows:
  - (1) after 12 consecutive months of employment, to an amount equal to 2 weeks' wages;
  - (2) after 3 consecutive years of employment, to an amount equal to 3 weeks/ wages plus one additional week's wages for each additional year of employment, to a maximum of 8 weeks' wages.
- (b) The liability is deemed to be discharged if the employee:
  - (i) is given written notice of termination as follows:
    - (1) one week's notice after 3 consecutive months of employment;
    - (2) 2 weeks' notice after 12 consecutive months of employment;
    - (3) 3 weeks' notice after 3 consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of 8 weeks' notice;
  - (ii) is given a combination of written notice under subsection (3)(a) and money equivalent to the amount the Employer is liable to pay, or
  - (iii) terminates the employment, retires from employment, or is dismissed for just cause.
- (c) The amount the Employer is liable to pay becomes payable on termination of the employment and is calculated by:

- (i) totaling all the employee's weekly wages, at the regular wage, during the last 8 weeks in which the employee worked normal or average hours of work,
- (ii) dividing the total by 8, and
- (iii) multiplying the result by the number of weeks' wages the Employer is liable to pay.

#### **16.05 PERSONAL EFFECTS**

The Employer agrees to provide adequate lock-up facilities for employees' personal effects, namely purses and/or wallets.

#### **16.06 SEVERANCE ALLOWANCE**

All employees, upon termination, shall receive twelve (12) hours' pay for each year of continuous service in the establishment. Employees who qualify under this clause must be employed and work a minimum of one thousand, eight hundred and twenty (1,820) hours per year to qualify for twelve (12) hours pay.

Employees working less hours will receive pro-rata severance pay for the year based on the actual hours worked as a percentage of one thousand, eight hundred and twenty (1,820) hours, e.g. a person working nine hundred and ten (910) hours will receive six (6) hours pay.

Regular hours not worked as a result of a bona fide sickness or accident will be credited to the hours worked. This clause does not apply to employees terminated for just and reasonable cause.

#### **16.07 LIMITATION ON EMPLOYEE ENTITLEMENTS**

Employees who are not actively employed are only entitled to continue to receive such rights, entitlements, benefits, as are specifically given to them by the express terms and conditions of this Agreement, or by applicable legislation.

## **16.08 PRINTING OF COLLECTIVE AGREEMENT**

The Union agrees to pay the cost of printing the Collective Agreement.

## **16.09 LOST TIME OF NEGOTIATING COMMITTEE**

The Employer agrees to pay the lost time for the Union Negotiating Committee. Meetings are to be scheduled on committee working days.

## **16.10 MEETING ROOM**

The Employer agrees to provide, based on availability, twice a calendar year, a meeting room free of charge to the Union for the purpose of meeting with bargaining unit members. Any such meetings shall be unpaid and such meetings will be scheduled to not affect the operations of the Employer.

## **16.11 PROTECTED WORKING CONDITIONS**

The Employer agrees that the following amenities the employees currently utilize and are provided by the Employer will continue during the life of this agreement.

**Microwaves, fridges, dishwasher, toaster and coffee makers.**

The following provisions will continue to be provided during the life of this agreement.

**Coffee, tea, sugar and work gloves.**

The following policies as they presently exist will continue during the life of this agreement.

**Lost & found, gratuities, alcoholic items left by guests, leaving hotel during working hours.**

The policy that previously allowed for food items left behind by a guest to be taken on certain conditions is replaced by the commitment of the Employer to actively participate in and

promote the donation by guests of unused, non-perishable food items for the benefit of local charity.

## **16.12 TRAVEL ALLOWANCE AND BUS PASS**

Effective September 1<sup>st</sup>, 2021: The Employer agrees to pay a travel allowance of ten dollars and seventy-five cents (\$10.75) per shift to eligible employees with proof of domicile/residence, who have to travel twenty-five (25) kms or more to Mountainside Lodge.

Effective September 1<sup>st</sup>, 2022: The Employer agrees to pay a travel allowance of ten dollars and seventy-five cents (\$10.75) per shift to eligible employees with proof of domicile/residence, who have to travel twenty-five (25) kms or more to Mountainside Lodge.

Effective September 1<sup>st</sup>, 2023: The Employer agrees to pay a travel allowance of eleven dollars (\$11.00) per shift to eligible employees with proof of domicile/residence, who have to travel twenty-five (25) kms or more to Mountainside Lodge.

## **16.13 ANNUAL SKI PASS/WELLNESS HEALTHY LIFESTYLE**

In each year, on September 1<sup>st</sup> all other full-time employees who are not entitled to a travel allowance, and after completing a year of employment with the Employer, and with proof of a receipt to the Employer, the Employer will reimburse those employees the following annual amounts towards the cost of one of the following: (a) a ski pass at Whistler/Blackcomb, OR (b) a wellness, fitness, healthy lifestyle service or product (this may include such items as a gym membership, fitness/swim pass, exercise equipment, etc.).

Effective September 1, 2021: \$650.00 for the Term of the Agreement;

For full-time employees with three (3) or more years of completed service with the Employer: \$900.00 per year for optional (a) (ski pass), OR \$750.00 per year for option (b) (wellness) for the Term of the Agreement.

## **ARTICLE 17 - HEALTH AND SAFETY**

### **17.01 HEALTH & SAFETY**

- (a) The Employer agrees to institute and maintain all necessary precautions to provide every employee a safe and healthy workplace.
- (b) The Employer shall comply with all applicable provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice that may be improved upon by agreement of the Health Safety Committee.
- (c) A Health and Safety Committee shall be established which is composed of a minimum of two Union members chosen by the Union. At no time shall the number of Employer members be allowed to outnumber the amount of Union members.
- (d) Two Co-Chairpersons shall be elected (or a chairperson and a secretary) from and by the members of the committee. Where one of the chairpersons is an Employer member, the other shall be a Union member and vice-versa.
- (e) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate government regulations.

- (f) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement up to a maximum of four (4) hours per month.

**17.02 FIRST AID ATTENDANT**

Employees who take time off at the direction of the Employer to take recognized Industrial First Aid Program shall not suffer a loss of regular pay.

**17.03 ILLNESS AND INJURY AT WORK**

An employee who is injured while at work and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of their workday from their sick hours bank. On acceptance of a WorkSafe BC claim, sick hours will be returned to the employee's sick hour bank. The Employer shall bear the costs of any necessary transportation to the nearest medical facility.

**17.04 LIGHT DUTY MODIFIED WORK (ACCOMMODATION)**

The Employer will provide advance notification to the Union of any light duty or modified work arrangements which it intends to discuss with any bargaining unit employee.

Where modified duties or modified hours of work are requested by an employee due to an injury or disability, or where the nature of the employee's injury or disability indicates that modified duties or modified hours may be possible, upon request, the employee will provide the Employer with a written report from their treating physician confirming the employee's medical status, which duties the employee can or cannot perform, the estimated time period of such modified duties or hours of work, and such other information as may be needed by the Employer.

## **ARTICLE 18 - EMPLOYEE CONDUCT AND DRESS**

### **18.01 AUTHORITY RE CHEQUES, CREDIT CARDS AND CREDIT ACCOUNTS**

Subject to the terms of an employee's cash bank contract when an employee is authorized to cash cheques, honour credit cards or credit accounts, they will not be held responsible for any losses provided they have followed management's instructions, but where an employee assumes responsibility of cashing cheques, honouring credit cards or credit accounts without such authorization from management they will be held responsible.

### **18.02 UNIFORMS**

Where the Employer requires special uniforms to be worn, such uniforms will be supplied.

## **ARTICLE 19 - DISCIPLINE AND DISCHARGE OF EMPLOYEES**

### **19.01 DISCIPLINE AND DISCHARGE**

- (a) Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.
- (b) During the probation period specified in this Agreement, an employee may be discharged if they are unsuitable for status as a regular employee.
- (c) In the event that an employee other than probationary is discharged for just and reasonable cause the Shop Steward will be notified and provided with the reasons for the discharge.
- (d) Where no Shop Steward is recognized the Union will receive this information.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

### **20.01 DEFINITION AND RECOGNITION OF A GRIEVANCE**

Any complaint, disagreement or differences of opinion between the Parties respecting the interpretation, application, operation or alleged violation of this collective agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.

### **20.02 GRIEVANCE PROCEDURE**

(a) Informal Step:

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom they report. At their option, the employee may be accompanied by the Shop 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 the General Manager/or designate, within ten (10) working 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, and it shall clearly state the provision of the agreement which has been violated.

Any meeting between the Parties at this step must involve the employee, their Shop Steward and a person from Management other than the employee's immediate Supervisor.

The General Manager/or designate must answer the grievance in writing within ten (10) days of receipt of the written grievance.

(c) Step Two:

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result in Step One, the Union shall, within five (5) days of receipt of the Employer's written response at Step One, request that a meeting be scheduled to attempt to resolve the grievance. Such a meeting shall take place within fourteen (14) days of the Union's request and shall be attended by the employee, the Shop Steward and/or a Union Representative and a person or persons designated by the Employer.

The Employer will provide a further written response to the grievance within seven (7) days of the Step Two meeting.

(d) In the event that a resolution of the grievance, satisfactory to the Union and Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to the next step. The next step involves going to a Single Arbitrator as outlined below.

This step must be taken by notice in writing within five (5) days of receipt of the Employer's Step Two response.

(e) Prior to proceeding as outlined in 20.02 (d) above, either party may choose to utilize Section 87 of the Labour Relations Code of B.C. Notifications of the use of Section 87 must be received within ten (10) days of the Employer's Step Two response.

### **20.03 SINGLE ARBITRATOR**

The Parties shall have five (5) working days to agree on a single Arbitrator. Failing such agreement, either party may request the Minister of Labour to appoint such Arbitrator.

### **20.04 POLICY AND TERMINATION GRIEVANCE**

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

### **20.05 ARBITRATION HEARING**

- (a) As soon as an Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within sixty (60) days and further encouraged to render a decision within sixty (60) days.
- (b) In order to expedite the arbitration process, the Parties agree that they will meet to discuss their understanding of the issue or issues to be placed before the Arbitrator, and to prepare a statement of all facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be prepared in written form and placed before the Arbitrator by agreement of the Parties.
- (c) Each party to the arbitration will bear one-half the expense associated with the appointment of the Arbitrator.
- (d) The Parties recognize that they are bound by a decision of the Arbitrator.

### **20.06 AUTHORITY OF THE ARBITRATOR**

The Parties to the arbitration recognize that the authority of the Arbitrator is set out in Section 98 of the Labour Relations Code of British Columbia.

## **20.07 TIME LIMITS**

Time limits in the grievance and arbitration procedure are mandatory. A grievance or dispute shall commence and proceed through the steps 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, in writing, of the Parties.

## **20.08 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES**

- (a) The Union agrees to provide the Employer with a written list of the names of any persons other than Shop Stewards, who are authorized to deal with the adjustment or resolutions of grievances on behalf of the Union, and to provide further written advice of changes made in the list from time to time.
- (b) The Employer agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Employer, and to provide further written advice of changes made in the list from time to time.

## **20.09 ROOM ATTENDANT WORK LOAD (NEW)**

Duties of Room Attendant work load and content, where a Room Attendant presents a grievance to the Union on any matter pertaining to work load and content for the resort. The Employer agrees that it will hold a meeting, when determined, by mutual agreement, to be necessary, at which will be present a maximum of two (2) Housekeeping employees, the Chief Shop Steward, the Housekeeping Supervisor, the Local Representative, an HR Representative and the General Manager in order to review workload issues in the department and other issues that should arise.

## **ARTICLE 21 - DEFINITIONS**

## **21.01 OBJECTIVE INTERPRETATION**

Where a specific definition of a word, expression, term or a phrase, is not expressly provided in this agreement, such word, expression, term or phrase shall be interpreted objectively, not subjectively; and according to common and normal grammatical usage.

## **21.02 TIME SPAN REFERENCES**

References to days, weeks, months or years shall be understood to mean calendar days, weeks, months or years, unless otherwise expressly provided in this agreement.

## **21.03 SPECIFIC DEFINITIONS**

The following definitions of words, expressions, terms or phrases have been agreed to by the Parties, and shall be used to establish the intent and meaning of the language of this agreement, unless a different definition is provided within the context of a particular Article:

Department defined as:

- Guest Services
- Maintenance
- Housekeeping

## **21.04 REGULAR EMPLOYEE**

An employee who has successfully completed the probationary period and who is scheduled to work on a continuous basis.

## **21.05 CASUAL EMPLOYEE**

An employee who works from time to time on an on-call basis in addition to regular staffing levels, but does not work on regular scheduled shifts

## SIGNING PAGE

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this 19<sup>th</sup> day of November, 2021.

FOR THE EMPLOYER	FOR THE UNION
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**Raquel Brimo**  
**General Manager**

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**Katharina Vogt**  
**Bargaining Committee**

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**Gord Minor**  
**Regional Vice President**

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**Sukhwinder Waraich**  
**Bargaining Committee**

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**Geoff Litherland**  
**Counsel**

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**Michael Windeyer**  
**VP Local 3000**

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**Gavin Davies**  
**National Representative**

**APPENDIX “A”**

**WAGES**

Year 1: September 1, 2021 retroactive for all classifications.

Year 2: September 1, 2022 – See increases below for all classifications

Year 3: September 1, 2023 – See increases below for all classifications

<b><u>Classifications</u></b>	<b>Sept 1 2021</b>	<b>Sept 1 2022</b>	<b>Sept 1 2023</b>
<b>Housekeeping/ Houseman</b>			
0 - 12months	\$21.24	\$21.84	\$22.71
1 year	\$22.50	\$23.06	\$24.00
<b>Night Person</b>			
0 - 12months	\$20.82	\$21.34	\$21.87
1 year	\$22.00	\$22.55	\$23.23
<b>Front Desk</b>			
0 - 12months	\$20.82	\$21.34	\$21.87
1 year	\$22.00	\$22.55	\$23.23
<b>Maintenance</b>			
0 - 12months	\$23.88	\$24.48	\$25.09
1 year	\$25.12	\$25.75	\$26.39
<b>Bellman</b>			
0 - 12months	\$18.52	\$18.98	\$19.45
1 year	\$19.73	\$20.12	\$20.62

**In Charge:** Where an Employer designates an employee to be in charge of a department, the Employer agrees to pay an additional premium of \$1.00 per hour.

**Room Inspector:** Employees designated by the Employer to inspect rooms shall receive a premium of \$1.00 per hour for all hours worked while inspecting rooms.

There shall be a premium for the night person, of one (\$1.00) dollar per hour, applied to all hours worked from 2300 to 0700 hours. The Front Desk person will qualify for the one (\$1.00) dollar premium if they work an extension of the afternoon shift past 2300 hours and works at least one (1) complete hour. In such cases, the premium will only be paid for completed hours actually worked between 2300 and 0700 hours.

The premium is not subject to the annual percentage increases.

**RRSP**

The Employer will pay twenty (\$0.20) cents per hour into a RRSP for those employees who choose to participate. Employees participating in the Plan will match the Employer's contributions through payroll deductions.

IN WITNESS WHEREOF, the Parties hereto have SIGNED this 19<sup>th</sup> day of November, 2021.

<b>FOR THE EMPLOYER</b>	<b>FOR THE UNION</b>
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**Raquel Brimo**  
**General Manager**

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**Bargaining Committee**

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**Bargaining Committee**

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**Geoff Litherland**  
**Counsel**

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**Michael Windeyer**  
**VP Local 3000**

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**Gavin Davies**  
**National Representative**

**LETTER OF UNDERSTANDING #1**

**Between:**

**MOUNTAINSIDE LODGE**

**And:**

**Unifor LOCAL 3000**

**RE: STARTING TIMES FOR ROOM ATTENDANTS**

The Employer agrees that the normal starting time for Room Attendants shall be at 8:30 am. In the event an earlier/later start time is required volunteers will be sought and if there are insufficient volunteers available, the junior room attendants will be assigned the earlier/later start time.

SIGNED this 19<sup>th</sup> day of November, 2021.

<b>FOR THE EMPLOYER</b>	<b>FOR THE UNION</b>
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**Raquel Brimo**  
**General Manager**

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**Katharina Vogt**  
**Bargaining Committee**

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**Gord Minor**  
**Regional Vice President**

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**Sukhwinder Waraich**  
**Bargaining Committee**

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**Geoff Litherland**  
**Counsel**

---

**Michael Windeyer**  
**VP Local 3000**

---

**Gavin Davies**  
**National Representative**

**LETTER OF UNDERSTANDING #2**

**Between:**

**MOUNTAINSIDE LODGE**

**And:**

**Unifor LOCAL 3000**

**RE: HOUSEKEEPING/HOUSEPERSON**

The Parties agree to have two (2) separate classifications for Housekeeping and Houseperson on the following basis:

Houseperson will not perform Room Attendant work except in the case of emergency/unanticipated work load and further no room attendant will lose hours as a result of the performance of such work.

Room attendants may be assigned Houseperson shifts where such shifts are requested by the Room Attendant. Any room attendant who has assumed a Houseperson shift shall begin to accumulate seniority towards the Houseperson classification from the date of their first assignment into a Houseperson shift.

SIGNED this 19<sup>th</sup> day of November, 2021.

<b>FOR THE EMPLOYER</b>	<b>FOR THE UNION</b>
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**Raquel Brimo**  
**General Manager**

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**Katharina Vogt**  
**Bargaining Committee**

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**Gord Minor**  
**Regional Vice President**

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**Sukhwinder Waraich**  
**Bargaining Committee**

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**Geoff Litherland**  
**Counsel**

---

**Michael Windeyer**  
**VP Local 3000**

---

**Gavin Davies**  
**National Representative**

**LETTER OF UNDERSTANDING #3**

**Between:**

**MOUNTAINSIDE LODGE**

**And:**

**Unifor LOCAL 3000**

**RE: MENTAL HEALTH/SUBSTANCE ABUSE**

The Parties recognize that mental health and addiction issues remain a pressing social issue affecting not just members but their families and community.

The Parties agree that Members suffering from such circumstances are not at fault. As a result of the discussions the Parties agree to fully support those members who experience challenges with mental health and substance abuse. Further the Parties agree that such means to support members who reach out to the Employer and or the Union will be dealt with in non-punitive measures.

The Employer and Union agree to work collaboratively in ensuring members experiencing issues with mental health and addiction are offered appropriate resources while recognizing the full extent of the British Columbia Human Rights Code for the purposes of accommodating such circumstances.

SIGNED this 19<sup>th</sup> day of November, 2021.

<b>FOR THE EMPLOYER</b>	<b>FOR THE UNION</b>
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\_\_\_\_\_  
**Raquel Brimo**  
**General Manager**

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**Katharina Vogt**  
**Bargaining Committee**

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**Gord Minor**  
**Regional Vice President**

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**VP Local 3000**

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**National Representative**