

COLLECTIVE AGREEMENT

BETWEEN

REDSTONE RESORT LTD.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2087**



November 1, 2022 - October 31, 2025

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THIS AGREEMENT made and entered into

BETWEEN

REDSTONE RESORT LTD.
(hereinafter called the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2087
(hereinafter called the "Union")

WITNESSETH that the parties hereto agree each with the other as follows:

ARTICLE 1 - UNION RECOGNITION

- 1.01 The Employer recognizes the Union as the exclusive bargaining agency for the purpose of conducting collective bargaining on all matters pertaining to rates of pay, hours of work, and all other working conditions, as long as the Union retains the rights to conduct collective bargaining on behalf of the employees of the Employer (hereinafter referred to as "employees") under the provision of the Labour Code of British Columbia.
- (a) In this agreement any reference to "year" will be known as the season. A full season is 6 months or where the operating season is less than 6 months.
 - (b) For purposes of this agreement a permanent employee is an employee who works 6 months or more in a calendar year for two (2) consecutive years.
 - (c) For the purpose of this agreement a full-time employee is an employee who works forty (40) hours a week and a full season for two (2) consecutive years.
 - (d) For the purpose of this agreement a part-time employee is an employee who works a full season for two (2) consecutive years.
 - (e) Part-time staff will receive up to twenty-five (25) hours per week, with no day exceeding nine (9) hours.
- 1.02 The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of his legitimate activities as a member or officer of the Union, and the Union agrees that there shall be no intimidation on its part against any employee of the Employer.
- 1.03 The Union agrees that neither it, nor any of its representatives, nor any employee, shall in any way authorize, encourage, or participate in any strike, walkout, suspension of work, or slow down on the part of any employee or group of employees for the duration of the life of this Agreement; and the Employer agrees that there shall be no lockout of members of the Union during the life of this Agreement.

ARTICLE 2 - EMPLOYERS' RIGHTS

2.01 The Union recognizes the right of the Employer to operate and manage the business of the Employer in all respects, in accordance with its commitments and responsibilities, and to make and alter from time to time, as the necessity arises, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

2.02

- (a) The Employer shall always have the right to hire, discipline, and discharge employees for just and proper cause. (underlined must be in the presence of the Union Steward).

The Employer will notify the Union in advance of a discipline or termination meeting, and the Union will assign a Steward or Union Representative to attend.

- (b) Letters of discipline shall be removed from the employee's personnel file provided there has been a period of twenty-four (24) months without further disciplinary letters being added to the file, or when an employee has been disciplined for a violent incident. In such cases the discipline will remain on file.

2.03 The selection of excluded supervisory staff shall be entirely a matter for the Employer's decision.

2.04 The Employer shall have the right to utilize members of the Golf Club in doing volunteer work, provided however, such work does not result in the reduction of hours, layoff or delay the recall of any of the present employees or positions within the bargaining unit. The parties agree that the purpose of this article is not to restrict the use of volunteers except in those instances where such use would result in layoff or delay recall of a bargaining unit member. It is further agreed that this article is not to restrict the annual cleanup programs provided that all permanent employees have been recalled.

On a case-by-case basis volunteers may assist in projects or work of the bargaining unit if the Union has mutually agreed to this in advance in writing. In no way should this result in a reduction of hours or positions of the bargaining unit, but the intent is for volunteers to compliment the bargaining unit rather than supplement the bargaining unit when employees are occupied with other work. Examples of the type of work is fixing ball marks and cleaning the out of bounds area. Volunteers can be used to always maintain flower gardens.

2.05 The Employer agrees they will not contract out the normal and regular work of the bargaining unit if it results in a layoff or reduction of hours to an employee or position, unless it has been mutually agreed to in writing, or in cases of

emergency, or where the Employer does not have the equipment to perform the work without a contractor. This does not include extra ordinary projects or work that are outside of the day-to-day duties of the bargaining unit members, and this does not include any work that is presently contracted out as of September 25, 2014.

The Union agrees that the Employer may contract out the work of the Mechanic if they are unable to recruit a qualified candidate for the mechanic position.

The Employer agrees that they will continue to try to recruit a mechanic to the bargaining unit position, and if they are only able to recruit a part time Mechanic, the Union agrees that the Employer may supplement this position with contractors if it becomes necessary.

ARTICLE 3 - CHECK-OFF UNION SECURITY

- 3.01 The Employer agrees to check-off all Union dues and initiation fees or assessments levied by the Union on its members.
- 3.02 The Employer shall, during the life of this Agreement, deduct as a condition of employment, the sum equivalent to dues as set by the Union from the pay due each calendar month to each employee and remit the same to the Financial Secretary of the Union, in the month following that in which such deductions are made.
- 3.03 The Employer will, at the time of making such remittances, enclose a list of such employees from whose pay cheques such deductions are made.
- 3.04 All employees that are covered by this agreement shall become and remain members in good standing in the Union according to the constitution and by-laws of the Union. All new employees shall become and remain members in good standing in the Union within thirty (30) days of employment.
- 3.05 Notification of New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement between the parties is in effect and with the conditions of employment.

New employees shall be introduced to the new employee's Union steward or representative on commencement of employment.

ARTICLE 4 - UNION TIME OFF

- 4.01 The Employer agrees that the Union shall have the right to appoint a Union Steward; and time spent in investigating and settling disputes by the Union Steward shall be considered as time worked. Payment for such time shall be on the basis of straight time. Under no conditions shall overtime rates be paid. The time to be paid for under this Section shall be limited to eight (8) working hours in any one month. Prior to leaving the job to investigate or process a grievance, the Steward must first obtain permission from the Greens Superintendent. Should such permission be withheld, for any reason, the Steward may request the reason to be stated in writing.
- 4.02 The Union shall notify the Employer of the duly appointed Steward in writing.
- 4.03 Bargaining representatives in the employ of the Employer shall have the privilege of attending collective bargaining meetings; if held during regular working hours, without loss of remuneration.
- 4.04 General Union Leave

The Employer agrees to grant unpaid leave of absence requests without loss of seniority for the purpose of attending to Union business. An employee will receive pay and benefits provided for in this Agreement when on such a leave, however the Union shall reimburse the Employer for all pay and benefits within thirty (30) days of the receipt of billing.

ARTICLE 5 - HOURS OF WORK

5.01 The regular work shall consist of forty (40) hours per week: eight and one half (8 1/2) hours per day, with one half (1/2) hour off for lunch or four (4) nine (9) hour shifts in exchange for a four (4) hour shift on Saturday and Sunday and Monday off would have a four (4) hour shift on Saturday. The ninth (9th) hour worked on the four (4) days do not qualify as overtime hours. The four (4) hours will be reimbursed on the four (4) hour weekend shift.

- (a) Monday to Friday.
- (b) Tuesday to Saturday.
- (c) Sunday to Thursday.
- (d) During the spring, summer and fall months, the starting times may vary in accordance with the following:

<u>Month</u>	<u>Start Time</u>
March – April 15	7:00 a.m. – 3:30 p.m. or 8:00 a.m. – 4:30 p.m.
April 16 – September 30	5:00 a.m. – 1:30 p.m. or 6:00 a.m. – 2:30 p.m. or 7:00 a.m. – 3:30 p.m.
October 1 – December	7:00 a.m. – 3:30 p.m. or 8:00 a.m. – 4:30 p.m.

- (e) Starting times are at the discretion of the Superintendent within the scope of Article 5.

5.02 The regular working week together with the hours of work may be varied for operational requirements provided the total time worked by an employee shall not exceed the number of hours as set out in Section 5.01 of this Article and further provided that any such schedule shall provide for two consecutive days off.

5.03 Work Schedules

When an employee comes into work and the weather conditions are declared unsuitable or unsafe by the Employer and the employee is sent home, the Employer shall pay the employee four (4) hours pay.

ARTICLE 6 - WAGES

- 6.01 The Employer shall pay basic wage rates to its employees in accordance with Schedule "A" attached hereto, which forms part of this Agreement. Employees shall be paid in equal pay periods of two weeks each and direct deposited to the employee. The Employer and the Union agree in the case of the creation of any new job, or in the case of any job, which may hereafter change sufficiently to warrant reclassification, to apply the relevant base rate to such job, which shall be determined by a Job Classification Committee, that shall be composed of equal representation from both the Employer and the Union.

ARTICLE 7 - OVERTIME

7.01 All employees covered by Schedule "A" shall be paid overtime according to the following:

- (a) Time and one-half the employee's regular hourly rate of pay for each of the first two (2) hours worked in excess of eight (8) in any one working day and double the employee's regular hourly rate of pay for each hour worked in excess of ten (10) hours in any one working day.
- (b) Time and one-half the employee's regular hourly rate of pay for each of the first eight (8) hours worked in excess of forty (40) in any scheduled work week and double the employee's regular hourly rate of pay for each hour worked in excess of forty-eight (48) in any scheduled work week excluding hours worked in excess of eight (8) in any one working day.
- (c) For the purposes of the above, the working day shall be defined as any day an employee is normally at work according to his assigned schedule commencing at the time, he is scheduled to commence work and ending twenty-four (24) hours later (as per Section 5.01). The working period shall be defined as an employee's complete period of work and rest days starting with his first scheduled workday and concluding with his last scheduled rest day (as per Section 5.01).

7.02 Any employee required to work in excess of two (2) hours of overtime work beyond the regular working hours shall receive a meal voucher for the clubhouse.

7.03 Whenever possible, employees required to work overtime will receive two (2) hours' notice. Overtime shall be voluntary with the exception of those jobs deemed by the Employer to be of an emergency nature.

ARTICLE 8 - STATUTORY HOLIDAYS

8.01 An employee shall receive pay for Statutory Holidays provided that he works the scheduled day previous to such statutory holiday and his scheduled day following said statutory at the regular rate of pay. In the event of illness or accident occurring prior to or on the scheduled day following the statutory holiday and providing such occurs during the course of time employed, the employee shall present his foreman with a certificate from a doctor licensed to practice medicine substantiating the illness or accident.

8.02 The recognized statutory holidays shall be as follows:

New Year's Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

or any other day proclaimed a statutory holiday by the Municipal, Provincial or Federal government.

8.03 If an employee is required to work on a statutory holiday, they shall be scheduled for a minimum of six (6) hours of work.

8.04 All work performed on any such holiday shall be paid for at the rate of time and one-half of the employee's base rate, and in addition hereto, by one full paid day or one (1) day off.

8.05 One (1) Floating Day in addition to Statutory Holidays after two (2) years continuous service. The floater must be taken before the end of the season, either by mutual agreement or by giving two weeks' notice. It is agreed that floaters cannot be taken during major tournaments.

8.06 An employee is not entitled to pay for a Statutory holiday if the Statutory holiday occurs during a lay off.

ARTICLE 9 - ANNUAL VACATIONS

9.01 Employees will receive a percentage (%) of gross earnings in lieu of vacation pay for all hours worked as follows:

- An employee with 0-5 years worked six (6) percent.
- An employee with 5-10 years worked eight (8) percent.
- An employee with 10-15 years worked eight (8) percent.
- An employee with 15 or more years worked eight (8) percent.

9.02 Employees shall be entitled unpaid vacation leave of a continuous one (1) week period during the calendar months of May, June, July, and August. This entitlement will be offered in seniority and the employee must apply in writing for such leave by no later than May 5th of each calendar year.

9.03 Where two (2) or more employees bid on the same vacation period and operational requirements permit only 1 (one) employee to take that vacation period, then the most senior employee shall have his/her choice of that period.

ARTICLE 10 - EMPLOYEE BENEFITS

10.01 The Employer shall pay 100% of the premiums for a mutually approved medical plan, with extended health plan benefits and a mutually approved dental plan for employees with one (1) or more years continuous service for twelve (12) months unless the employee terminates and/or finds other employment.

10.02 The Employer shall pay the full actual cost of the monthly premium per permanent employee per month for both married and single employees, covering membership in a mutually approved medical plan, with extended health plan benefit and the Employer shall pay said premiums for the full twelve months of the year unless the employee terminates.

Once a qualifying period of three (3) continuous months (480 hours) of employment in a calendar year have been completed, employees shall be paid a cash reimbursement equivalent to the full payment of his/her medical premium for the time that he/she is employed, providing a paid receipt can be provided.

10.03

- (a) All permanent employees shall accumulate sick leave equivalent to one and one-half (1½) days for each month worked, accumulative to a maximum of one hundred and fifty (150) days. Accumulation of sick leave credits will be based on service from date of initial hire. The Employer shall make available to the Union and employees their accumulated sick day credits before the start of the season.
- (b) All full-time employees shall accumulate sick leave equivalent to one and one half (1½) days for each month worked, accumulative to a maximum of twenty-five (25) days. Full-time employees can only use fifteen (15) sick days unless they are under a doctor's care and then they would be entitled to the twenty-five (25) days. A maximum of twenty-five (25) days may be banked in a two (2) year period. Accumulation of sick leave credits will be based on service from date of initial hire. The Employer shall make available to the Union and employees their accumulated sick day credits before the start of the season. Article 10.04 does not apply.
- (c) Part-time employees will have their accumulated sick leave pro-rated. A maximum of twenty-five (25) days may be banked in a two (2) year period. Part-time employees can only use fifteen (15) sick days unless they are under a doctor's care and then they would be entitled to the twenty-five (25) days. Accumulation of sick leave credits will be based on service from date of initial hire. The Employer shall make available to the Union and employees their accumulated sick day credits before the start of the season. Article 10.04 does not apply.

10.04 All employees shall upon retirement, become eligible for and receive a cash

gratuity payment out of the employee's sick leave accumulation, at the employee's current base rate based on the following percentage of their accumulated sick leave:

After five (5) years' service, twenty percent (20%) and an additional two percent (2%) per year thereafter to a maximum of 150 working days.

For the purposes of this Article, the earliest retirement age shall be fifty (50) years of age.

10.05 In the event of illness, unavoidable quarantine, medical leave or accident for which compensation is not payable under the Workers' Compensation Act, an eligible employee shall receive a full day's pay at his regular rate received by him on his last day prior to such illness, quarantine or accident, up to accumulated sick leave, for each day lost by him from work, such time to be deducted from accumulated sick benefits, subject to the following conditions:

- 1) Proof of such illness shall be filed with the Employer if such is required by the Employer.
- 2) If an employee is found to have wilfully misrepresented himself as being ill, he shall refund all such sick leave pay to the Employer. Such an employee may be subject to disciplinary action by the Employer. Any action taken by the Employer may be subject to provisions of Article 13 of this Agreement.
- 3) An employee shall not be eligible for sick leave pay, unless he is in the employ of the Employer. Laid-off employees who have been recalled under provisions of Section 12.06 of Article 12 shall be eligible for sick leave pay provided:
 - (a) That the illness occurred during the period while in the employ of the Employer, and that they were scheduled to work on the days for which sick leave is claimed;
 - (b) that such sick leave pay shall cease on the day on which they would otherwise have been laid off.
- 4) **Death in Family:** All employees shall be granted up to four (4) regularly scheduled consecutive workdays' leave without loss of pay and benefits, in the case of death of a parent, spouse, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild. These days may be used within a year of the death to attend a memorial or celebration of life ceremony.

Additional leave without pay may be extended by mutual agreement.

- 5) Pallbearer Leave: one-half (1/2) day leave with pay shall be granted to all employees to attend funeral as a pallbearer.

10.06 The Employer agrees that all employees shall remain insurable under the Employment Insurance Act.

10.07 Retired permanent employees will not be required to pay an initiation fee.

- (a) The Employer agrees to provide each employee with free golfing and golf cart privileges for each season that they are hired to work as an employee.

Free golf cart privileges will be provided to employees subject to there being sufficient number of golf carts available. Sufficient availability will take into account the number of golf carts that may be required for the operations that day. Determination of sufficient availability shall be at the sole discretion of the Employer.

- (b) The Employer agrees to provide each employee's spouse and children with free golfing after two (2) seasons of employment.

10.08 It is agreed that all employees shall be entitled to use the Employer's washroom facilities.

10.09

- (a) The Employer will pay one hundred (100%) percent toward the purchase of steel-toed safety boots, as required up to a maximum of two hundred and fifty (\$250.00) dollars upon receipt of purchase; a maximum of one (1) pair per year. It is understood that the intent of this article is to replace boots when they need replacement due to disrepair. Employees are also encouraged to have footwear repaired, and such costs will be reimbursed to the maximum allowance. The Employer will pay for repair or replacement value (Club's option) for boots damaged while working. The wearing of steel-toed boots and hard hats is a condition of employment.

During the first year of employment, if an employee resigns prior to being laid off or the end of the season the employee will reimburse the Employer for their footwear allowance.

- (b) The Employer will provide two (2) pairs of high-quality gloves for all Employees. One (1) pair of gloves for the Spring and Fall season and one (1) pair of gloves for the summer season. The quality of the gloves will be mutually agreed to by the Union. A Union representative will be present at the time of the purchase.

- (c) The Employer will provide rubber Rain Gear (including footwear and

gloves) for employees on shift. The Rain Gear is the property of the golf course.

(d) The Employer will replace damaged or worn-out Rain Gear as required.

10.10 The Employer shall pay 100% of the actual cost of premiums for the dental plan as scheduled below:

DENTAL PLAN - C.U. & C. (B.C.G.A. Plan)

a) Cost breakdown:

Plan A: Normal dental work - 100% paid by Plan

Plan B: Crowns - Bridges - 60% paid by Plan
- 40% paid by Employee
Dentures - 100% paid by Plan

Plan C: Bracework - 60% paid by Plan
- 40% paid by Employee
- (\$1,000.00 max)

10.11 Vision Care

\$150/24 months per family member.

10.12 R.R.S.P.

Effective November 1, 2001, permanent employees will receive 8% of the employees' salary paid directly to the employee on a monthly basis.

This amount is not considered part of the base salary and does not affect the payout of an Employee upon retirement (ie: sick leave payout, severance pay or other payouts).

10.13 Seasonal Lay-off

All employees who are laid off will receive their separation slip as soon as possible after lay-off but no later than two (2) weeks after lay-off.

ARTICLE 11 - JOINT SAFETY COMMITTEE

- 11.01 A Joint Safety Committee shall be maintained, such committee to be composed of supervisory representatives from each department, and an equal number of Employees appointed by the Union.
- 11.02 The Joint Safety Committee shall hold monthly meetings on a designated day, agreeable to the majority, and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- 11.03 Minutes of all Joint Safety Committee meetings shall be kept, and copies of such minutes shall be sent to the Corporation and to the Union and to the Workers' Compensation Board, and a copy shall be posted on the Bulletin Board in the Shop.
- 11.04 All Employees working in any dirty, dangerous or noisy capacity shall be supplied with all the necessary safety equipment and protective clothing when needed (coveralls, safety glasses, leather and rubber gloves, rubber boots, face screens, face shields, chaps (chain saw work), ear protection (both in ear and over ear)).
- 11.05 Time spent by Employees in the performance of their duties as members of the Joint Safety Committee shall be considered as time worked and payment shall be based on straight time only.

ARTICLE 12 – LABOUR MANAGEMENT COMMITTEE

12.01 A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. This Committee shall meet regularly on a bi-monthly basis or as needed. The Committee shall enjoy the full support of both parties in the interests of improved services to the public and job security for the employees within the bargaining unit. Meetings of the Committee shall be held within working hours. The representatives of the committee do not have the authority to negotiate or alter any terms of the Collective Agreement.

ARTICLE 13 - SENIORITY

- 13.01 Seniority shall be established based on the date of hire with the Employer (whether broken or continuous).
- 13.02 Notwithstanding anything in this Agreement, it is agreed that each employee is hired on probation, and he shall not be deemed to have any seniority with the Employer until he has been in the employ of the Employer for a period of **three (3) months** (whether broken or continuous). Upon completion of the probationary period of three (3) months' service, an employee shall be entitled to seniority rights for all time worked by him dating from the day on which he first commenced employment with the Employer.
- 13.03 The Employer agrees that seniority shall determine in all cases of promotion, demotion or transfers, provided that the competency, efficiency, and ability of the employees concerned are relatively equal. Subject to the employee's or the Union's rights under the provisions of Article 13 of this Agreement, the Employer shall determine competency, efficiency, and ability in a fair and equitable manner.
- 13.04 In the event of any vacancy occurring in any position covered by this Agreement, or in the event of a new position being created, present employees in order of their seniority, ability, efficiency, and competency as determined in Section 12.03 of this Article, shall have the right of applying for and being given a reasonable opportunity to prove their ability, efficiency and competency, in such vacated or created positions. The Employer shall post on the Bulletin Board in the Shop, a notice setting forth classification and rate of pay of such created position or vacancy occurring, for a period of **seven (7) days**; the Union shall receive a copy of such notice.
- 13.05 An employee shall not be promoted until a vacancy occurs in a higher job classification. A move from one job classification to another involving no change in rate shall not be considered a promotion or demotion for the purpose of this Article.
- 13.06 In the event of a reduction of crew, the Employees affected shall be laid off in the inverse order of their seniority, competency considered. In the event of a lay-off, 10 working days' notice will be given or pay in lieu of. When it becomes necessary to rehire crew, former employees shall be re-employed as closely as possible in the inverse order in which they were laid off; so far as is practicable, no new Employees shall be employed until those laid off are taken back. The Union shall be notified of all lay-offs and re-hiring.
- 13.07 Laid-off Employees shall be notified by the Employer, either personally or by registered mail or by phone, at their last known address, the date and time on which they are to return to work, and should an Employee fail to return to work within **ten (10) days** of so being notified, he shall lose the right of re-employment.

- 13.08 In the event of an Employee being brought back to work by the Employer after being laid-off under Section 12.06 of this Article, the period of lay-off shall be considered as time worked for the purpose of determining his seniority. This adjustment shall be made immediately after he has returned to work.
- 13.09 In the event of a former Employee being re-employed by the Employer after having been dismissed or voluntarily quit, he shall be considered as having no previous seniority. This, however, shall not be applicable if an Employee has quit through ill health, providing he applies for re-employment within a period of six (6) months after his termination.
- 13.10 An Employee absent from his job due to sickness, accident, or an authorized leave of absence, shall, on his return, be reinstated to the job he would have held had he not been so absent. During such absence, his seniority shall accumulate as if he had not been so absent.
- 13.11 In the event an Employee has been promoted to a position outside of the Union's jurisdiction and later is demoted to a position within the Union's jurisdiction, the Employee's total service with the Employer, including the period spent outside of the Union's jurisdiction, shall be included in computing the Employee's seniority with the Employer for the purpose of this Article, provided such employees shall be required to pay a sum each month equivalent to Union dues during the period he is excluded from the Union's jurisdiction.
- 13.12 The Employer will maintain a record showing the date upon which each employee's service commenced and terminated. Any Employee may request information from the Employer relative to his own seniority. On request, an authorized officer of the Union will be supplied with a copy of such record or with the necessary information relative to the seniority and rates of pay of any employee or group of employees.
- 13.13 If an Employee is absent from work for a period of five (5) working days without sufficient cause and fails to notify the Employer and/or communicate with the Employer, the Employee will have been considered to have abandoned his/her employment.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.01 Any Employee or Employees having any grievance with respect to a violation of this Agreement, rates of pay, hours of work, and all other working conditions, shall have the right to endeavour to reach an amicable settlement of the matter in the following manner:

Stage 1

Within sixty (60) days of the occurrence of the act or decision giving rise to the dispute the Employee or Employees concerned with or without their Union Steward or other Union employee in attendance, shall endeavour to settle the dispute with the Superintendent.

Stage 2

Failing a satisfactory settlement within five (5) days after the dispute was submitted under Stage 1, the Employee or Union, through a Steward or Officer, shall meet with the Manager of the Employer, and submit the dispute, which shall be in writing, to him.

Stage 3

Failing a satisfactory settlement within five (5) days after the dispute was submitted under Stage 2, or in the case of a dispute of general application, the Grievance Committee of the Union shall submit the dispute in writing to the appropriate committee of the Board of Directors in an endeavour to settle the matter.

- 14.02 If a satisfactory settlement is not reached within five (5) days thereafter, the Union may, on giving notice in writing to the Employer of its intention to do so, refer the grievance or dispute to Arbitration.
- 14.03 Wherever the word "days" is used in this Article, with reference to length of time, they shall mean "working days".
- 14.04 The Employer shall have the right to submit any dispute regarding the interpretation of or the violation of this Agreement to the Executive Board of the Union. Failing a satisfactory settlement within five (5) days of submission, the Employer shall have the right, upon giving notice, in writing to the Union, to refer to Arbitration.
- 14.05 An Arbitrator shall be chosen by mutual agreement of the Parties. If the Employer and the Union are unable to agree upon the selection of the third member of the Board, the Minister of Labour of the Province of B.C., shall be requested to appoint an Arbitrator for the Parties. The decision of the Arbitrator with respect to an

interpretation, or alleged violation of this Agreement, shall be final and binding upon the parties, but in no event shall the Arbitrator have the power to alter, modify, or amend this Agreement in any respect.

14.06 The Parties shall pay the expenses incurred in connection with the presentation and preparation of its own case, but the parties shall share equally the cost of the Arbitrator.

14.07 The procedure for settling disputes set out in this Article shall be strictly adhered to, but where a dispute involves a question of general application, the Employer and the Union may agree to by-pass Stages 1 and 2.

14.08 Technical Error

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error.

ARTICLE 15 - SATURDAY AND SUNDAY PREMIUM

- 15.01 An employee who is requested and agrees by mutual consent to be on call shall be paid two (2) hours on call pay. Each day an employee is on call he or she will be paid two (2) hours at their regular rate of pay, and all call out hours shall be paid in addition to on call pay.

ARTICLE 16 - TECHNOLOGICAL CHANGE

16.01 Union Notification of Changes

Three (3) months before the introduction of any Technological Change affecting one (1) or more Employees as defined by the Labour Code of British Columbia, the Employer shall notify the Union of the proposed Technological Change.

16.02 Severance Pay

- (a) No regular Employee shall be dismissed because of Technological Change except upon one (1) weeks' notice pay included, for each season of service, with a maximum of four (4) weeks, during which time he will be allowed up to five (5) hours per week with pay for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice the Employee shall inform the Employer if he elects to receive severance pay as herein provided or whether he wishes to be laid-off in accordance with Article 12 of this Agreement.
- (b) If the Employee elects to receive severance pay he shall lose seniority in accordance with Article 12 of this Agreement and even if rehired by the Employer at a later date, shall not again be entitled to severance pay as provided in this Article.
- (c) The severance pay payable (in addition to the Agreement provisions) to an Employee pursuant to this Article shall be one (1) month's pay at regular rates for each three (3) full seasons of service completed by the Employee, PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) month's pay.
- (d) For the purposes of this paragraph, an Employee must have been in the employ of the Employer for a minimum of four (4) months in any one calendar year to receive a season's credit for severance pay purposes as set out in subsections 15.02 (a) and 15.02 (c) of this Article.

16.03 Training Program

The Employer, after consultation with the Union, instead of dismissing an Employee because of Technological Change shall retrain the Employee for another position at the expense of the Employer for such period as the Employer thinks fit. After the training period, the Employee shall have two (2) months to adapt fully to the position and if he does not so adapt, he may be dismissed by the Employer.

16.04 Lay-Off

Notwithstanding anything contained elsewhere in this Agreement any Employee who has been laid off for two (2) months or more prior to the introduction of a Technological Change shall be deemed not to be affected by the Technological Change and will not be entitled to any benefits provided for in this Article.

16.05 No New Employees

No additional Employees under this Article shall be hired by the Employer until the provisions of Article 15.03, Clause (a) have been adhered to.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 An employee may request a leave of absence without pay and without loss of seniority when he/she requests such leave for good and sufficient reason, provided a qualified replacement including casual employee, is available. No leave of absence greater than one (1) year shall be granted except if mutually agreed upon and in extraordinary circumstances. Not more than one (1) employee may be granted such leave at a given time.

Employees are entitled to other leaves provided for in the Employment Standards Act of BC.

17.02 Job-Related Courses

When a course is considered work-related, the employee may make application to the Employer to participate in the course, and upon approval the employee shall be reimbursed for the fees, tuition and books associated with the course upon successful completion. The Employee may also request reimbursement for travel, accommodation, or other associated costs in advance, and the Employer may approve such costs on a case-by-case basis.

During employment, if an employee refuses to apply the knowledge attained from the course the Employer will have the right to reimbursement for the course.

ARTICLE 18 – PRINTING OF AGREEMENT

18.01 The Union will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and distribution of the Collective Agreement will be borne equally between the Parties. The Employer will provide each employee and newly hired employee with a copy of this Agreement. The Employer agrees to share in the printing of the Collective Agreement on a fifty-fifty cost sharing.

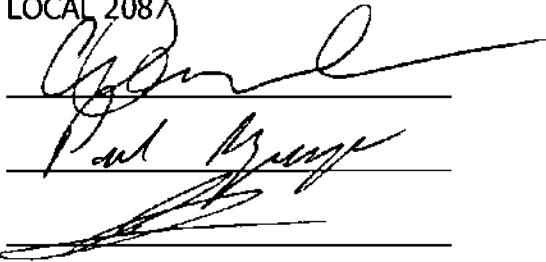
ARTICLE 19 - TERM OF AGREEMENT

19.01 This Agreement shall remain in effect until the last day of October 2025, from its effective date, and shall not terminate at the expiration of that period unless four (4) months' notice, in writing, of the termination has been given by one party to the other. If no such notice is given, the Agreement shall remain in effect until terminated by either party upon four (4) months' notice, but not less than three (3) months' notice, in writing, prior to the first day of July in any one year. Either party may, within the period of four (4) months immediately preceding the date of expiry of this Agreement, by notice require the other party to the Agreement to commence collective bargaining.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under Seal.


Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087



Date: September 8, 2023

REDSTONE RESORT LTD.



Date: Sept 8/23

SCHEDULE "A"

The Employees shall receive the rate of pay for the job being performed in accordance with the following:

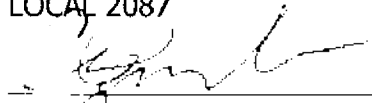
CLASSIFICATION	CURRENT	Nov. 1/22 6%	Nov. 1/23 3%	Nov. 1/24 3%
Journeyman Mechanic	\$27.56	\$29.21	\$30.09	\$30.99
Greenskeeper 1	\$26.46	\$28.05	\$28.89	\$29.76
Greenskeeper 2	\$21.65	\$22.95	\$23.64	\$24.35
Greenskeeper 3	\$18.89	\$20.02	\$20.62	\$21.24
Casual (including 6% in lieu)	\$17.24	\$18.27	\$18.82	\$19.38
		June 1	June 1	June 1
Student	BC Min Wage	BC Min Wage	BC Min Wage	BC Min Wage

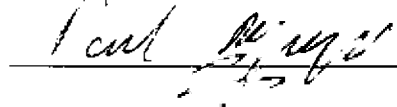
NOTE:


Lead Hand: The designated lead hand shall be paid a 10% premium of his/her basic hourly rate when in a supervisory role in the absence of the Superintendent, when the Superintendent is absent for at least a full day, on an approved leave.

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087







Date: September 8, 2023

REDSTONE RESORT LTD.



Date: Sept 8/23

SCHEDULE "B"

JOB DESCRIPTIONS

POSITION: Mechanic

NATURE AND SCOPE OF WORK:

Under direct supervision of the Superintendent, carries out assigned duties. Where appropriate follows established or non-established procedures or practices with little or no supervisor assistance.

RESPONSIBILITIES:

- Makes major and minor repairs on a variety of gasoline and diesel powered equipment.
- Always keeps all equipment in efficient operational condition.
- Organizes and maintains clean service area and maintenance building, and performs related tasks as required.
- Operate all machines involved in golf course maintenance.
- Perform all duties in compliance with safety regulations.

TYPICAL TASKS:

- Inspects, adjusts, diagnoses, repairs mechanical defects in all types of golf course maintenance equipment.
- Does mower grinding and sharpening.
- Performs general overhaul of motors, repairs transmissions, differentials, carburetors, distributors, fuel pumps, steering systems, starters, generators, universal joints, hydraulic systems and high pressure pumps, valves, and hydrostatic systems.
- Installs and adjust brakes. Installs batteries, tires, wiring and glass.
- Does machining or welding work in making fittings used in automotive equipment, fabrication of tools and equipment for golf course.
- Does occasional automotive painting or body and fender repair work.
- Maintains records of preventative maintenance, repairs made, orders replacement parts, as required and provides paperwork to Superintendent.
- Will be required to operate golf course equipment on an occasional basis, but only after all permanent employees have been recalled and are on active payroll.
- Up to fifty (50%) percent of the mechanic's time may be spent performing duties on the course providing he does not displace anyone. Prior to the mechanic being assigned to perform required duties on the course or to operate golf course equipment, permanent Operator 1, 2 & 3 on shift will have preference in choosing duties.

JOB REQUIREMENTS:

- First Aid Level 1
- WHMIS (workplace hazardous material information systems)
- Possess a valid BC Driver's License.
- Proven ability to maintain and repair all types of golf course equipment.

- Ability to schedule repairs and maintenance of equipment.
- Be physically able to perform all related duties.
- Possess welding experience with arc and oxyacetylene.
- Four years mechanical experience.
- Knowledge of hydraulics and diesel equipment
- Qualified greenskeeper (desirable)

JOB DESCRIPTION

POSITION: Lead hand Greenskeeper

NATURE AND SCOPE OF WORK:

Under the direction of the Superintendent, carries out assigned duties. When appropriate, follows established or non-established procedures or practices, but has access to consult with the Superintendent if required.

RESPONSIBILITIES:

- Direct and participate in the maintenance and development of all phases of the golf course.
- In the absence of the superintendent, the second in charge will assume responsibility for execution of all phases of the work and will act as the contact person between the crew and management.
- Instructs equipment operators in the safe, efficient operation of mowing and other equipment.
- Deployment of staff where required.
- Overseeing all work to satisfactory completion.
- Perform all duties in compliance with safety regulations.
- Operate all machines involved in golf course maintenance.
- Provide manual labor when required.
- Apply fertilizers and pesticide on golf course as required.
- Perform other tasks related to the above.

JOB REQUIREMENTS:

- Possess a valid BC Driver License.
- Possess a valid BC Pesticide Applicators License.
- First aid level 1
- WHMIS (workplace hazardous material information systems)
- Participating knowledge of the game of golf.
- Working knowledge of cutting equipment, irrigation systems and watering practices, as well as drainage methods.
- Knowledge and experience in use of fertilizers
- A physical ability to perform all related duties in a variety of working conditions.
- Turf management certificate (Qualified Greenskeeper)
- 2 years supervisory experience.
- Ability to perform irrigation repairs, installation and setup.
- Experience in pest, seed and fertilizer applications.
- Ability to operate a chainsaw to comply with safety regulations Experience in similar field/work. Basic chainsaw operator training.
- Must be able to interact with the public with the public, suppliers and coworkers in a polite, courteous and professional manner.

JOB DESCRIPTION

POSITION: Greenskeeper 1

NATURE AND SCOPE OF WORK:

Under the direction of the Superintendent and/or Leadhand carries out assigned duties, following established procedure or practices.

RESPONSIBILITIES:

- Operate all machines involved in golf course maintenance.
- Convey acquired knowledge to all other staff (regular and seasonal).
- Perform all duties in compliance with safety regulations.
- Report promptly to the Mechanic/Second in charge/Superintendent any mechanical failure or body damage to vehicles, equipment or tools.
- Keep clean work areas, along with equipment and tools.
- Provide manual labor when required.
- Operate all machines involved in golf course maintenance.
- Apply fertilizers and pesticide on golf course as required.
- Perform other tasks related to the above.

JOB REQUIREMENTS:

- Possess a valid BC Driver's License.
- Possess a valid BC pesticide Applicators Certificate.
- Turf management certificate (Qualified greenskeeper)
- Must have practical knowledge of reels including maintenance, and adjustments.
- First Aid Level 1 (desirable)
- WHMIS (workplace hazardous material information systems)
- 2 years' experience in all phases of course maintenance.
- Ability to operate all machinery competently.
- Experience in pest, seed and fertilizer applications.
- Ability to perform irrigation repairs, installation and setup.
- Participating knowledge of the game of golf.
- Must be able to accept written and oral directions.
- A physical ability to perform all related duties in a variety of working conditions.
- Ability to operate a chainsaw to comply with safety regulations. Experience in similar field/work. Basic chainsaw operator training.
- Must be able to interact with the public with the public, suppliers and co-workers in a polite, courteous and professional manner.

JOB DESCRIPTION

POSITION: Greenskeeper 2

NATURE AND SCOPE OF WORK:

Under the general supervision of the superintendent and/or Leadhand, carries out assigned duties in accordance with established procedures and practices. Work is subject to check by supervisor.

After a period of six months as a greenskeeper 2 and over a period of two (2) seasons, and if a position exists, and the level 2 can demonstrate the necessary skills required to fill the position, the employee shall qualify to move to a greenskeeper 1 position. Additional training which is a condition of the position will be paid by the Employer upon successful completion of the certification.

RESPONSIBILITIES:

- Operate all machinery involved in golf course maintenance.
- Provide manual labor when required.
- Clean work areas, equipment and tools.
- Carry out lubrication and minor adjustment of equipment.
- Report promptly to mechanic/ Leadhand / Superintendent any mechanical failure or body damage to vehicles, equipment or tools.
- Perform duties in compliance with safety regulations.
- Perform routine and periodic procedures for proper course maintenance.
- Carry out other related duties as assigned by the Superintendent/ Leadhand.

JOB REQUIREMENTS:

- Possess a valid BC Driver's License.
- WHMIS (workplace hazardous material information systems)
- Physical ability to perform all related duties in a variety of working conditions.
- Six months related experience required.
- Ability to operate a chainsaw to comply with safety regulations. Experience in similar field/work. Basic chainsaw operator training.
- Must be able to interact with the public with the public, suppliers and co-workers in a polite, courteous and professional manner.
- Must have a participating knowledge of the game of golf and be able to understand and follow oral and written directions.

JOB DESCRIPTION

POSITION: Greenskeeper 3

NATURE AND SCOPE OF WORK:

Under the close supervision of the Superintendent and/or lead hand, carries out assigned duties subject to check by Supervisor on hand.

After a period of six months as a greenskeeper 3 and over a period of two (2) seasons, and if a position exists, and the level 3 can demonstrate the necessary skills required to fill the position, the employee shall qualify to move to a greenskeeper 2 position. Additional training which is a condition of the position will be paid by the Employer upon successful completion of the certification.

RESPONSIBILITIES:

- Weeding, hand irrigating, raking, shoveling and cleaning up of the grounds.
- Operate basic equipment including lawnmowers, trimmers, blowers, etc. and the equipment necessary to transport such equipment. Carry out lubrications of same.
- Operate self-propelled mowers under direction from Supervisor.
- Report promptly to mechanic/ Leadhand / Superintendent any mechanical failure or body damage to vehicles, equipment or tools.
- Perform duties in compliance with safety regulations.
- Provide manual labor when required.
- Carry out other related duties.
- Operate all golf course equipment.

JOB REQUIREMENTS:

- Experience in similar field/work.
- Physical ability to perform all related duties in a variety of working conditions.
- Must be able to interact with the public, suppliers and co-workers in a polite, courteous and professional manner.
- Must possess a valid BC Driver's License and a valid WHMIS Certificate. Have knowledge of safe and effective use of all, manual and powered equipment. Must have a participating knowledge of the game of golf and be able to understand and follow oral and written directions.

JOB DESCRIPTION

POSITION: Casual

NATURE AND SCOPE OF WORK:

Under the close supervision of the Superintendent and/or lead hand, carries out assigned duties subject to check by Supervisor on hand.

RESPONSIBILITIES:

- Weeding, hand irrigating, raking, shoveling and cleaning up of the grounds.
- Operate basic equipment including lawnmowers, trimmers, blowers, etc. and the equipment necessary to transport such equipment. Carry out lubrications of same.
- Operate self-propelled mowers under direction from Supervisor.
- Report promptly to mechanic/ Leadhand / Superintendent any mechanical failure or body damage to vehicles, equipment or tools.
- Perform duties in compliance with safety regulations.
- Provide manual labor when required.
- Carry out other related duties.
- Operate all golf course equipment.

JOB REQUIREMENTS:

- Experience in similar field/work.
- Physical ability to perform all related duties in a variety of working conditions.
- Must be able to interact with the public, suppliers and co-workers in a polite, courteous and professional manner.
- Must possess a valid BC Driver's License and a valid WHMIS Certificate. Have knowledge of safe and effective use of all, manual and powered equipment. Must have a participating knowledge of the game of golf and be able to understand and follow oral and written directions.

JOB DESCRIPTION

POSITION: Student

NATURE AND SCOPE OF WORK:

Under the close supervision of the Superintendent and/or lead hand, carries out assigned duties subject to check by Supervisor on hand.

RESPONSIBILITIES:

- Weeding, hand irrigating, raking, shoveling and cleaning up of the grounds. Operate basic equipment including lawnmowers, trimmers, blowers, etc. and the equipment necessary to transport such equipment. Carry out lubrications of same.
- Operate self-propelled mowers under direction from Supervisor.
- Report promptly to mechanic/ Leadhand/ Superintendent any mechanical failure or body damage to vehicles, equipment or tools.
- Perform duties in compliance with safety regulations.
- Provide manual labor when required.
- Carry out other related duties.
- Operate sand pro.

JOB REQUIREMENTS

- Experience in similar field/work.
- Physical ability to perform all related duties in a variety of working conditions.
- Must be able to interact with the public, suppliers and co-workers in a polite, courteous and professional manner.
- Must possess a valid BC Driver's License and a valid WHMIS Certificate. Have knowledge of safe and effective use of all, manual and powered equipment. Must have a participating knowledge of the game of golf and be able to understand and follow oral and written directions.

APPENDIX "A"

This is a sample formula to calculate the benefit for a Retiring Employee as per clause 10.04 of this Collective Agreement.

Example Only

Age 60 = 22 years	20% for 1 st 5 years	=	30 days
	2% per year for 17 years	=	51 days
	(34% of 150)		
	81 days		

81 days @ approximately \$150.00/day = \$12,150.00

Age 65 = 27 years	20% for 1 st 5 years	=	30 days
	2% per year for 22 years	=	66 days
	(44% of 150)		
	96 days		

96 days @ approximately \$150.00/day = \$14,400.00

LETTER OF UNDERSTANDING #1

between

REDSTONE RESORT LTD.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087**

RE: Summer Student Labourers

Student Labourers will report to the Golf Course Superintendent or the Lead Hand in the absence of the Superintendent.

The employment of Student Labourers as set forth in the letter shall not displace or result in the layoff or dismissal of any of the present employees within the bargaining unit.

The Union agrees that the Employer will utilize Student Labourers once all employees have been called back to work. Student Labourers will not be utilized while any employees are laid off.

Students must be actively going to school.

The Student Labourer shall be covered under the terms of the Collective Agreement.

Student Labourers must adhere to the WCB regulations.

Term of Employment

Each Student Labourer shall be employed up to a maximum of six hundred and forty (640) hours and normally during the months of May, June, July and August.

Seniority

Student Labourers shall not accumulate seniority and shall not be entitled to Union contract benefits but shall be covered under the Employment Standards Act.

Rate of Pay

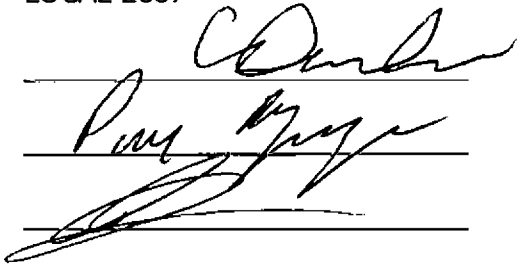
As per Schedule "A"

Overtime

Student Labourers shall only be offered overtime after all regular employees have declined the overtime. The definition of a regular employee is any employee hired under Schedule "A" of the Collective Agreement.

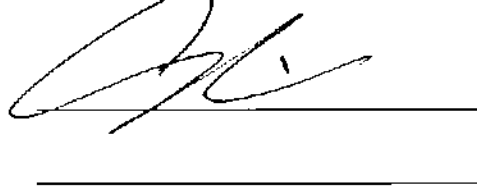
Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087



Date: September 8, 2023

REDSTONE RESORT LTD.



Date: Sept 8/23

LETTER OF UNDERSTANDING #2

between

REDSTONE RESORT LTD.

and

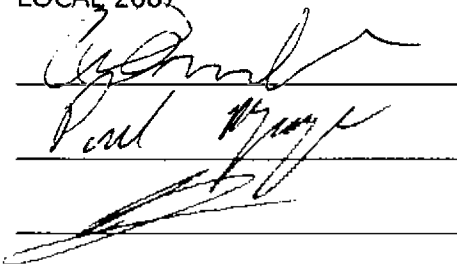
**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087**

RE: LEAD HAND

The Employer and the Union agree that the designated Lead Hand shall be one of the first three (3) employees called back to work for the season regardless of seniority. The qualifications for Lead Hand will be those of the Greenskeeper 1.

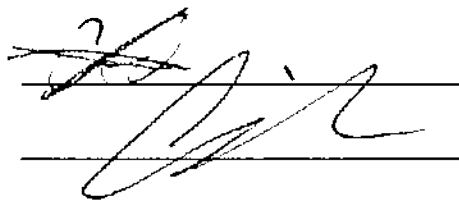
Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087



Date: September 8, 2023

REDSTONE RESORT LTD.



Date: Sept 8/23

LETTER OF UNDERSTANDING #3

between

REDSTONE RESORT LTD.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087**

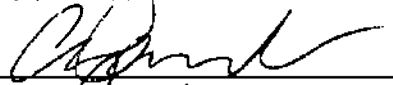

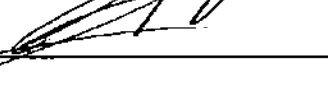
RE: MECHANIC TOOLS ALLOWANCE

The Employer agrees to purchase tools required as reasonably necessary by the Mechanic. The Mechanic will provide a list of tools to purchase to the Employer to be mutually agreed upon. No purchase of tools will be unreasonably denied.

This Letter of Understanding expires at the end of the term of the Collective Agreement.

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

Date: September 8, 2023

REDSTONE RESORT LTD.



Date: Sept 8/23

LETTER OF UNDERSTANDING #4

between

REDSTONE RESORT LTD.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087**

RE: MECHANIC WAGE – MARKET ADJUSTMENT – (Recruitment & Retention)

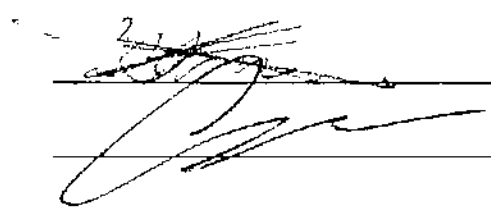
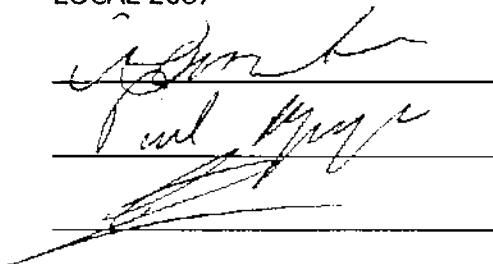
The Parties agree to discuss a market adjustment for the position of Mechanic within sixty (60) days of the signing of the Collective Agreement.

This Letter of Understanding expires at the end of the term of the Collective Agreement.

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

REDSTONE RESORT LTD.



Date: September 8, 2023

Date: Sept 8/23