

COLLECTIVE AGREEMENT

BETWEEN

LEDGEVIEW GOLF & COUNTRY CLUB

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 774

March 1, 2005 to February 29, 2008

TABLE OF CONTENTS

ARTICLE 1	PURPOSE	1
1.01	Purpose of the Agreement	1
ARTICLE 2	MANAGEMENT RIGHTS	1
2.01	Management Rights	1
2.02	Not Discriminatory	1
ARTICLE 3	RECOGNITION AND NEGOTIATION	1
3.01	Bargaining Unit	2
3.02	Work of the Bargaining Unit	2
3.03	No Other Agreements	2
3.04	Right of Fair Representation	2
3.05	Investigation of Grievances	2
3.06	Proper Accommodation	2
3.07	Bulletin Boards	3
ARTICLE 4	HUMAN RIGHTS	3
4.01	Employer and Union Shall Not Discriminate	3
4.02	Human Rights Act	3
4.03	Personal Rights	3
4.04	Sexual and Personal Harassment	3
ARTICLE 5	UNION MEMBERSHIP REQUIREMENT	4
5.01	Employee Membership in Union	4
ARTICLE 6	CHECK-OFF OR UNION DUES	4
6.01	Check-Off	4
6.02	Dues Deduction	5
6.03	Initiation Fees	5
ARTICLE 7	CORRESPONDENCE	5
7.01	Correspondence Between Parties	5
ARTICLE 8	LABOUR MANAGEMENT COMMITTEE	5
8.01	Establishment of Committee	5
8.02	Committee Concerns	6
8.03	Notice and Agenda for Meeting	6
8.04	Payment for Attending Meetings	6
8.05	Meeting Minutes	6
ARTICLE 9	NEGOTIATIONS	6
9.01	Union Bargaining Committee	6

9.02	Leaves to Attend Bargaining Meetings	7
ARTICLE 10	GRIEVANCE PROCEDURE	7
10.01	Recognition of Union Stewards and Grievance Committee	7
10.02	Names of Stewards	7
10.03	Permission to Leave Work	7
10.04	Definition of Grievance	7
10.05	Settling of Grievance	7
10.06	Deviation from Grievance Procedure	8
ARTICLE 11	ARBITRATION	8
11.01	Agreement on Arbitrator	8
11.02	Arbitrator to be Governed By	9
11.03	Extension of Time Limits	9
11.04	Employee Payment for Attendance at Grievance Meeting	9
ARTICLE 12	DISCHARGE, SUSPENSION AND DISCIPLINE	10
12.01	Discipline to be for Just Cause	10
12.02	Crossing of Picket Lines	10
12.03	Right to Have Steward Present	10
12.04	Personnel Records	10
12.05	Grievances on Discipline, Layoff and Recall	11
ARTICLE 13	SENIORITY	11
13.01	Seniority Defined	11
13.02	Seniority List	11
13.03	Probation for Newly Hired Employees	11
13.04	Loss of Seniority	11
ARTICLE 14	PROMOTIONS AND STAFF CHANGES	12
14.01	Job Postings	12
14.02	Information in Postings	12
14.03	Role of Seniority in Promotions, Transfers and Staff Changes	13
14.04	Trial Period	13
14.05	Notification to Employee and Union	13
14.06	Consideration of Other Employees	13
14.07	Instructional Reimbursement	14
ARTICLE 15	LAYOFFS AND RECALLS	14
15.01	Definition of Layoff	14
15.02	Role of Seniority in Layoffs	15
15.03	Recall Procedure	15
15.04	No New Employees	15
15.05	Advance Notice of Layoff	15
15.06	Grievances on Layoff and Recalls	16
15.07	Consent to Vary	16

ARTICLE 16	EMPLOYEE DEFINITIONS	16
16.01	Regular Employee	16
16.02	Probationary Employee	16
16.03	Casual Employee	16
16.04	Temporary Employee	17
16.05	Full Time Employee	17
16.06	Part Time Employee	17
ARTICLE 17	PAID HOLIDAYS	18
17.01	Holidays to be Observed	18
17.02	Work on a Paid Holiday	18
17.03	Qualification for Paid Holiday	18
ARTICLE 18	ANNUAL VACATIONS	18
18.01	Definition of Vacation Year	18
18.02	New Employees	19
18.03	Anniversary Date	19
18.04	Employee With One (1) Year of Service	19
18.05	Employee With Three (3) Years of Service	19
18.06	Employee With Six (6) Years of Service	19
18.07	Employee With Nine (9) Years of Service	19
18.08	Employee With Sixteen (16) Years of Service	19
ARTICLE 19	SICK LEAVE PROVISIONS	20
19.01	Sick Leave Entitlement	20
19.02	Maximum Accumulation of Days	20
19.03	Proof of Illness	20
ARTICLE 20	LEAVE OF ABSENCE	20
20.01	Negotiations Leave	20
20.02	Union Business Leave	21
20.03	Bereavement Leave	21
20.04	Jury or Court Witness Duty	21
20.05	General Leaves	22
20.06	Maternity, Adoption and Parental Leave	22
ARTICLE 21	PAYMENT OF WAGES	22
21.01	Wage Schedule and Pay Days	22
21.02	Payment on Temporary Transfer, Higher Rated Job	22
21.03	Automotive Allowance	22
21.04	Hours of Work	23
21.05	Split Shifts	23
21.06	Overtime Payments	23
21.07	Overtime Conditions	24
21.08	Overtime Banking	24

21.09	Minimum Daily Hours	24
ARTICLE 22	JOB CLASSIFICATIONS AND RECLASSIFICATIONS	25
22.01	Job Description	25
22.02	Changes in Classification	25
22.03	Elimination of Classification	25
ARTICLE 23	EMPLOYEE BENEFIT PLANS	25
23.01	Health and Welfare Plan	25
23.02	Employer Benefit Plan Review	26
ARTICLE 24	HEALTH AND SAFETY	26
24.01	Cooperation on Safety	26
24.02	Union-Employer Health and Safety Committee	26
24.03	Time off for Health and Safety Training	27
24.04	Health and Safety Committee Pay Provisions	27
24.05	Health and Safety Clothing, Tools, Equipment and Protection	27
24.06	Proper Training	27
24.07	Injury Pay Provisions	27
24.08	Transportation of Accident Victims	28
24.09	Health and Safety Grievance	28
24.10	First Aid Attendant	28
ARTICLE 25	TECHNOLOGICAL CHANGE	28
25.01	Employer and Union Bound by Code	28
ARTICLE 26	JOB SECURITY	28
26.01	Restrictions on Contracting Out	28
ARTICLE 27	SAVINGS CLAUSE	29
27.01	Continuation of Acquired Rights	29
ARTICLE 28	COPIES OF AGREEMENT	29
ARTICLE 29	GENERAL	29
29.01	Plural or Feminine Terms May Apply	29
ARTICLE 30	TERM OF AGREEMENT	29
30.01	Duration	29
30.02	Extension of Agreement	30
SCHEDULE "A"		
Grounds Wage Rate		31
Groundskeeper Progression		32
MEMORANDUM OF AGREEMENT		33

LETTER OF UNDERSTANDING RE: EMPLOYEE PRIVILEGES	34
LETTER OF UNDERSTANDING RE: WORK OF THE BARGAINING UNIT	35
LETTER OF UNDERSTANDING RE: EMPLOYEE RETIREMENT PROGRAM DISCUSSIONS	36

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ARTICLE 1 PURPOSE

1995 1.01 Purpose of Agreement

The purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, wages and benefits for the employees, to maintain collective bargaining relations between the Golf Course and the Union and to provide machinery for the prompt and equitable disposition of disputes.

ARTICLE 2 MANAGEMENT RIGHTS

1995 2.01 Management Rights

The management and control of the Employer's operations, and the direction of the working force, shall remain the exclusive function of Management provided that such management and direction does not contravene the express provisions of this Agreement.

1995 2.02 Not Discriminatory

The Employer's rights shall not be used to direct the working force in a discriminatory manner as defined by the Labour Code or Human Rights Code.

ARTICLE 3 RECOGNITION AND NEGOTIATION

1995
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3.01 Bargaining Unit

The Union is the sole bargaining authority for all employees of the Employer as set out in the certification as granted by the Labour Relations Board on March 1st, 1994 and any amendments that may be issued by this Board.

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

Article 3 - Recognition and Negotiations con't

1995
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3.02 Work of the Bargaining Unit

Persons who are not in the bargaining unit shall not work on jobs which are regularly performed by the employees in the bargaining unit, except for the purpose of development, audit, quality control, on the job training, instruction of employees, in cases of emergency, or current practice of management performing incidental duties necessary to ensure the efficient and hospitable operation of the business.

1995

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this collective agreement.

1995

3.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

Such representatives shall have access to the premises upon approval by the Employer. It is agreed there shall be no undue interference with work during these occasions.

1995
2005

3.05 Investigation of Grievances

The Unit Vice-President shall be allowed reasonable time to investigate and process grievances during regular working hours, without loss of pay. The Unit Vice-President will obtain permission from her/his Manager before leaving her/his work area for such purposes, and such permission will not be unreasonably denied.

1995 3.06 Proper Accommodation

In keeping with the present situation, proper accommodation shall be provided for employees to store and change their clothes. Individual lockers shall be provided for employees to store their personal belongings, the employees to provide their own lock.

Article 3 - Recognition and Negotiations con't

1995 3.07 Bulletin Boards

The Employer shall provide a separate Union Bulletin Board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Materials other than that relating to the routine business of the Union is to be approved by the Employer prior to posting.

ARTICLE 4 HUMAN RIGHTS

1995 4.01 Employer and Union Shall Not Discriminate

The Employer and the Union agree that there will be no discrimination against any employee, because of race, colour, creed, disability, national origin, political or religious affiliation, sex, martial status, age, sexual preference or whether she/he has dependants or not.

1995 4.02 Human Rights Act

Any claim by an employee or the Union pertaining to a violation of the Human Rights Act of British Columbia, the Employment Standards Act of British Columbia or the Labour Relations Code of British Columbia may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure.

1995 4.03 Personal Rights

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for a supervisor which are not connected with the operation of the Employer.

1995

4.04 Sexual and Personal Harassment

The Employer and the Union recognize the right of employees to work in an environment free from sexual and personal harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of sexual or personal harassment which may arise in the workplace. The Employer undertakes to discipline any person employed by the Employer, shown to be engaging in the sexual or personal harassment of another employee.

Article 4 – Human Rights con't

A joint Employer/Union Committee shall establish policy and procedures to deal with harassment.

ARTICLE 5 UNION MEMBERSHIP REQUIREMENT

1995
2002

5.01 Employee Membership in Union

- a) Current Employees: Employees as defined by the certification order currently in effect.

Employees who on ratification, were not members of the Union on that date shall not be required to join the Union, but shall be required to pay any dues, fees or assessments to the Union.

- b) New Employees: Employees hired after ratification shall become Union members within two (2) weeks of their date of hire, and shall maintain membership in the Union throughout their employment.
- c) The Union shall not, without good and sufficient cause, refuse an employee applying for membership, nor suspend and expel from membership any member without cause.

- d) Potential Employees: The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

ARTICLE 6 CHECK-OFF OR UNION DUES

1995 6.01 Check-Off

The Employer shall deduct from every employee any dues, initiation fees or assessment levied by the Union in accordance with the Constitution or Bylaws of the Union.

Article 6 – Check-off or Union Dues cont'd

1995 6.02 Dues Deduction

Deductions shall be made as prescribed each month and forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following the deduction, together with a list of all employees from whom the deductions have been made.

1995 6.03 Initiation Fees

The Employer has no financial responsibility for the fees, dues or assessments of an employee, unless the Employer owes the employee sufficient unpaid wages to pay the fees, dues or assessments levied.

ARTICLE 7 CORRESPONDENCE

1995 7.01 Correspondence Between Parties
2005

All correspondence between the parties arising out of the Agreement or incidental thereto shall pass to and from the Employer and the **Unit Vice President** with a copy to the Staff Representative of the Union.

ARTICLE 8 LABOUR MANAGEMENT COMMITTEE

1995
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8.01 Establishment of Committee

A Labour Management Committee shall be established consisting of up to three (3) Representatives of the Union and up to three (3) Representatives of the Employer.

On the request of either party, the parties shall meet once every two (2) months, unless there is no agenda, until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement.

Article 8 - Labour Management Committee con't

1995

8.02 Committee Concerns

The Committee shall concern itself with the following:

- 1) to promote the co-operative resolution of workplace issues;
- 2) to respond and adapt to changes in the economy;
- 3) to foster the development of work related skills;
- 4) to promote workplace productivity.

1995

8.03 Notice and Agenda for Meeting

Members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

1995

8.04 Payment for Attending Meetings

Employees shall not suffer any loss of pay for time spent in Committee Meetings that occur during the employee's regularly scheduled working hours. As a matter of clarification, there will be no overtime premium paid for such time should the meeting extend beyond the employee's regularly scheduled working hours.

1995

8.05 Meeting Minutes

Minutes of each meeting of the Committee shall be prepared and signed by the Joint Chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the Minutes within three (3) days following the meeting.

ARTICLE 9 NEGOTIATIONS

1995
1999

9.01 Union Bargaining Committee

Union Bargaining Committee shall be elected or appointed and consist of up to three (3) members of the Union and two (2) alternates.

Article 9 - Negotiations con't

1995 9.02 Leaves to Attend Bargaining Meetings

A representative of the Union Bargaining Committee, who is in the employ of the Employer, shall be given a leave of absence to attend bargaining meetings with the Employer.

ARTICLE 10 GRIEVANCE PROCEDURE

1995 10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards as set out in 3.05 of this Agreement.

1995
1999

10.02 Names of Stewards

The Union shall notify the Employer in writing of the name of up to three (3) Stewards and the name of the Unit Vice-President, before the Employer shall be required to recognize him/her.

1995

10.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in the proper performance of their duties, while investigating disputes and presenting adjustments as provided in this Article.

No Steward shall leave his/her work without obtaining the permission of his/her Supervisor, where possible.

1995 10.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

1995 10.05 Settling of Grievance

The procedure for settling individual and group grievances shall start at Step 1. The procedure for settling policy and union grievances shall start at Step 2.

Article 10 - Grievance Procedure con't

1995 a) Step 1: Complaint to Supervisor

An employee and/or his Steward, who has a complaint shall discuss the complaint with their Supervisor within fourteen (14) calendar days from the date on which the employee is aware of the alleged incident(s) which gave rise to the complaint.

1995 1999 b) Step 2: Meeting with General Manager

If the grievance is not satisfactorily resolved in Step 1 above, the Union Representative shall within seven (7) calendar days of discussion as set out in Step 1, submit the grievance in writing to the Board of Directors. Within seven (7) calendar days following receipt of the written grievance at this step, the Board of Directors or its representative will call a meeting of the parties to discuss the matter. Within fourteen (14) calendar days of this meeting the Board of Directors or its representative shall provide a written answer to the employee regarding the grievance.

1995 1999 c) Step 3: Arbitration

In the event that no settlement of the grievance is reached in Step 2 above, then either Party may, within seven (7) calendar days of the Board of Directors or its representative's response advance the matter in writing to Arbitration in accordance with Article 12.

1995 10.06 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, with the aggrieved employees, without the consent of the Union.

ARTICLE 11 ARBITRATION

1995 11.01 Agreement on Arbitrator

The Parties shall meet within fourteen (14) calendar days of notice that a grievance is being advanced to Arbitration. The parties will attempt to agree on a single Arbitrator to hear the matter. Should the parties fail to agree on an Arbitrator, then within a further seven (7) calendar days either party may request the Minister of Labour to appoint an Arbitrator to hear the matter.

Article 11 - Arbitration con't

1995 11.02 Arbitrator to be Governed By:

The Arbitrator is to be governed by the following provisions:

- 1) The Arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the Parties and upon any employee or Employer affected by it.
- 2) Each of the Parties shall pay its own expenses and costs of Arbitration and one-half (½) of the expenses of the Arbitrator.
- 3) The Arbitrator shall determine his/her own procedures, but shall give full opportunity to all Parties to present evidence and make representations.
- 4) The Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
- 5) The Arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance.
- 6) The Arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.

1995 11.03 Extension of Time Limits

If a grievance is not presented to the next higher level within the time limit stipulated the grievance will be deemed to be withdrawn without prejudice. The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual consent and such extensions shall not be unreasonably denied.

1995

11.04 Employee Payment for Attendance at Grievance Meeting

An employee shall be permitted the necessary time off with pay to attend a formal Grievance Meeting, as set out in Article 12 of this Agreement, that is held during the employee's regularly scheduled working hours. As a matter of clarification, there will be no overtime premium paid for such time should the meeting extend beyond the employee's regularly scheduled working hours.

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

1995

12.01 Discipline to be for Just Cause

An employee may be disciplined but only for just cause. Prior to the imposition of a suspension or discharge, an employee shall be given the reason in the presence of his Steward or Union Representative. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discipline or discharge.

1995

12.02 Crossing of Picket Lines

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line. Employees who observe a legal picket line shall not be disciplined but will not receive pay for the period involved.

1995

12.03 Right to Have Steward Present

An employee shall have the right to request that a Steward be present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to discipline an employee the employee will be notified in advance of the purpose of the meeting in order that the employee may contact a Steward to be present at the interview.

- 1995 12.04 Personnel Records
- a) An employee shall have the right to have access to and review his/her Personnel Record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- 1995 b) An employee shall have the right to make copies of any material contained in his/her Personnel Record.
- 1997
1999 c) Records which refer to, or contain material of a disciplinary nature shall be expunged after two (2) years from the date on which the material was placed on the Personnel Record, provided there are no other incidents of a similar nature.

Article 12 – Discharge, Suspension and Discipline con't

- 1995 12.05 Grievances on Discipline, Layoff and Recall
2002
- Grievances relating to the Discipline, Layoff and Recall of an employee may be initiated at Step 2 of the Grievance Procedure as set out in Article 12.

ARTICLE 13 SENIORITY

- 1995 13.01 Seniority Defined
- Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the Certification or recognition of the Union. Seniority will be accumulated on a days worked basis for all employees.

For the purposes of this Article, days worked shall include all days on Leave of Absence due to Workers Compensation, Sick Leave, paid vacation, parental leave, bereavement leave and Educational Leave.

- 1995 13.02 Seniority List
- The Employer shall maintain a Seniority List showing the current classification, the date upon which each employee's service commenced and current accumulated seniority. Where two or more employees commence work on the same day, preference shall be in

accordance with the date of application. An up-to-date Seniority List shall be sent to the Union and posted on all bulletin boards in January of each year.

1995 13.03 Probation For Newly Hired Employees

The probationary period for employees will be sixty-five (65) days worked, or the first one hundred and eighty (180) calendar days of employment whichever occurs first.

Employees may be terminated should they be found by the Employer to be unsuitable for the position during their period of probation.

1995 13.04 Loss of Seniority

An employee shall not lose Seniority Rights if he is absent from work because of Sickness, Disability, Accident, Layoff or Leave of Absence approved by the Employer.

Article 13 – Seniority con't

An employee shall only lose his seniority in the event:

- 1995 a) He is discharged for just cause and is not reinstated.
- 1995 b) The employee resigns in writing and does not withdraw their resignation within two (2) days from the date of delivering the resignation to their Department Manager or the Board of Directors.
- 1999
- 1995 c) He fails to return to work within four (4) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- 1995 d) An employee who has passed their probationary period and has been on layoff for more than nine (9) calendar months.
- 1995 e) An employee who has achieved five hundred (500) days seniority and has been on layoff for more than eighteen (18) calendar months.
- 1995 f) He accepts severance pay in accordance with the Employment Standards Act.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

1995 14.01 Job Postings

When a regular employee vacancy occurs that is required to be filled or a new regular employee position is created, the Employer shall within five (5) days, post notice for five (5) days so all employees can know about the vacancy and if interested submit an application. For greater clarity Casual and Temporary positions do not need to be posted. This procedure may be waived by mutual agreement of the parties.

1995 14.02 Information in Postings
1999

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge, education and experience, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function.

Article 14 – Promotions and Staff Changes con't

1995 14.03 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- 1995 a) The principle of promotion within the service of the Employer.
1995 b) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the necessary qualifications, skill, knowledge and ability to perform the duties of the job in accordance with Clause 14.02.

Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one week of appointment.

1995 14.04 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. He/she shall be given a trial period of up to two (2) months, during which time he/she will receive the necessary training for the position. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial

period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

1995

14.05 Notification to Employee and Union

Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. If requested by an employee, the Employer shall provide a full written explanation and notification of any shortcomings in their qualifications to a senior applicant who was denied a promotion or transfer. The Union shall be notified of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

1995

14.06 Consideration of Other Employees

In determining the successful applicant, the Employer will consider employees who are not qualified but who, through on the job training, could reasonably be expected to

Article 14 – Promotions and Staff Changes con't

satisfactorily perform the job within a six month period. It is understood that in considering these employees there is no obligation on the Employer to award the position to such an employee.

1995
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14.07 Instructional Reimbursement

a) The Employer shall reimburse the full cost of any Course of Instruction, including the costs of required text books, parking and mileage outside the City of Abbotsford, required by the Employer for an employee to better qualify him/her to perform his/her job. Employees shall be paid one hundred per cent (100%) of the Course Fee upon successful completion of the Course.

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b) The Employer shall reimburse the full cost of the Course Fee of any optional course of instruction, including the costs of required text books, parking and mileage outside the City of Abbotsford, as approved by the Employer, for an employee to better qualify him/her to perform his/her job. Employees shall be paid fifty per cent (50%) of the course fee upon enrolment and the balance on completion of one (1) year's subsequent employment with the Employer following successful completion of the course.

1997
1999

c) Seniority will be considered in all training opportunities provided in (a) and (b)

2005 above.

1995 d) Employees leaving the service of the Employer within the aforementioned one (1) year period shall forfeit a proportionate percentage of the fee to the Employer.

ARTICLE 15 LAYOFFS AND RECALLS

1995 15.01 Definition of Layoff

A layoff other than completion of a term shall be defined as a reduction in the normal work year as set in the job classification.

1995 15.02 Role of Seniority in Layoffs
2005

Both parties recognize that job security shall increase in proportion to length of service, therefore, in the event of a layoff, other than completion of a term, the following procedure will apply.

Article 15 – Layoffs and Recalls con't

This will not apply during the two (2) week period at the beginning and/or end of the normal work year where as much notice as possible will be provided.

1995 a) The Employer shall identify the position(s) affected and provide two (2) weeks notice to the incumbent employee(s), who shall be provided the following options:

i) Accepting lay off with right to recall.

ii) Accepting severance pay pursuant to the Employment Standards Act and thereby terminating rights to recall and their employment with the Employer.

iii) Bumping the least senior employee in the same or lower classification, provided they are senior to such employee and qualified to perform the work of that classification.

1997 b) It is understood that a lay off, other than completion of a term, shall first occur within the lower classifications.

c) It is further understood that in the event of a lay off, other than completion of a term, temporary and casual employees shall be laid off prior to regular employees.

1995 15.03 Recall Procedure

In the event of a recall, laid off employees or employees who have bumped into a lower paying position shall be recalled in order of seniority to their previous position. In the event an equivalent or lower position becomes available, laid off employees shall be recalled in order of seniority provided they are qualified to perform the work available.

1995

15.04 No New Employees

New Employees shall not be hired where there are employees on lay off who are qualified to perform the work available until after the employees on lay off have been given the opportunity to be recalled.

15.05 Advance Notice of Layoff

1995

- a) Unless legislation is more favourable to the employees, the Employer shall notify regular employees who are to be laid off at least two (2) weeks prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

Article 15 – Layoffs and Recalls con't

1995

- b) Where an employee has been hired for a specified period of time for a specific project of not more than six (6) weeks duration, in such cases no notice of layoff shall be necessary.

1995

15.06 Grievances on Layoff and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

1995

15.07 Consent to Vary

The parties may vary the foregoing by mutual consent provided such variance is consistent with the principles of qualifications and seniority provided herein.

ARTICLE 16 EMPLOYEE DEFINITIONS

1995

16.01 Regular Employee

A Regular Employee is defined as full time or part time employees who have successfully completed the probationary period set out in this Collective Agreement. Regular employees are entitled to all rights and benefits of this Agreement except as expressly provided otherwise.

1995

16.02 Probationary Employee

A Probationary Employee is defined as an employee other than Casual or Temporary, who has not successfully completed the probationary period as set out in the Collective Agreement.

Probationary Employees shall be entitled to all rights and benefits as specified in this agreement save for the right to grieve discharge for unsuitability or other valid reason.

1995

16.03 Casual Employee

A Casual Employee is defined as an employee hired to augment the regular work force for short term, temporary work and/or to replace regular employees for short term, temporary absences.

Article 16 – Employee Definitions con't

Casual employees shall be entitled to the wage rates provided for in this Agreement and only those benefits required by statute.

Casual Employees shall not accrue seniority, be employed for more than three (3) consecutive pay periods without the written agreement of the Union, or have recourse to the grievance procedure in the event of discharge.

Casual Employees shall not be utilized where qualified regular employees are available to work at regular straight time rates.

1995

16.04 Temporary Employee

A Temporary Employee is defined as an employee hired to augment the regular work force for a special project of a term certain nature or to temporarily replace a regular employee for a long term absence due to maternity, W.C.B., sick or other approved leave of absence.

Temporary Employees shall not accrue seniority, be employed for more than four (4) months in a calendar year without the written agreement of the Union nor have recourse to the grievance procedure in the event of discharge.

Temporary Employees shall be entitled to the wage rates provided for in this Agreement and only those benefits required by statute.

Qualified Regular Employees shall be given preference for special projects or temporary relief assignments where operationally feasible.

1995 16.05 Full Time Employee

A Full Time Employee is defined as a Regular Employee who works an average of twenty (20) hours or more per week.

1995 16.06 Part Time Employee

A Part Time Employee is defined as a Regular Employee who works an average of less than twenty (20) hours per week.

ARTICLE 17 PAID HOLIDAYS

1995 17.01 Holidays to be Observed

All employees shall receive the following paid holidays without loss of wages or salary and when such holiday falls on a Saturday or Sunday, the following Monday shall be deemed to be a holiday for the purpose of this Agreement.

New Year's Day	B.C. Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

2002 And any other day proclaimed by the Federal, Provincial or Municipal Governments.

1995 17.02 Work on a Paid Holiday

When an employee is required to work on a paid holiday, such employee shall receive, in addition to his normal pay for that day, one and one-half (1½) times pay for the first eight (8) hours worked and double time (2X) thereafter.

Alternatively the employee may take a day off with normal pay at a mutually agreeable time in the future rather than receiving his normal pay for that day.

1995
2005

17.03 Qualification for Paid Holiday

An **new** employee will qualify for paid holidays in accordance with the provisions of the Employment Standards Act. **For clarification, regular permanent employees returning from lay-off will not be subject to the Paid Holiday eligibility requirements of the Employment Standards Act.**

ARTICLE 18 ANNUAL VACATIONS

1995

18.01 Definition of Vacation Year

The term “vacation year”, as used in this Agreement, shall mean the twelve (12) month period running from January 1st to December 31st of the previous calendar year. Time off shall normally be observed during periods of layoff.

Article 18 – Annual Vacations con’t

1995

18.02 New Employees

Effective the first of the calendar year, following the year a full time employee enters service with the Employer, he shall be entitled to annual vacation pay calculated at 4%.

1995

18.03 Anniversary Date

Each employee’s anniversary date shall be determined by the date employment commenced.

1995

18.04 Employee With One (1) Year of Service

An employee who has completed one (1) year of service but less than three (3) shall be entitled to vacation pay of four percent (4%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

18.05 Employee With Three (3) Years of Service

1995

An employee who has completed three (3) years of service but less than nine (9) years of service shall be entitled to vacation pay of six percent (6%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

1999 18.06 Employee With Six (6) Years of Service

An employee who has completed six (6) or more years of service shall be entitled to vacation pay of seven percent (7%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

1995 18.07 Employee With Nine (9) Years of Service

An employee who has completed nine (9) or more years of service shall be entitled to vacation pay of eight percent (8%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

1999 18.08 Employee With Sixteen (16) Years of Service

An employee who has completed sixteen (16) or more years of service shall be entitled to vacation pay of ten percent (10%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

ARTICLE 19 SICK LEAVE PROVISIONS

1995 19.01 Sick Leave Entitlement
1997

All regular employees shall be entitled to one days sick leave every twenty-one (21) days worked at full pay. Employees working less than forty (40) hours per week will receive proportion of one (1) days (i.e. twenty (20) hours equals one-half day (½) day).

2002 Days worked shall include all paid time off including paid Sick Leave, Workers' Compensation, Vacations and other paid Leaves of Absence and Educational Leave of not more than thirty (30) days.

1995 19.02 Maximum Accumulation of Days
1997

1999 The maximum number of days that may be accumulated for this purpose is **forty-five (45) days**
2002
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1995 19.03 Proof of Illness
1999

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Upon request by the Employer, a medical certificate from a licensed Medical Practitioner may be required for any illness in excess of three (3) days. Additionally, where the Employer has concerns about an individual's lost time experience the Employer may require and pay for, if necessary a Medical Certificate from a licensed Medical Practitioner for any absence.

ARTICLE 20 LEAVE OF ABSENCE

1995

20.01 Negotiations Leave

No employee shall suffer loss of wages, benefits or seniority when meeting with the Employer for the purposes of negotiations or processing grievances up to the point of arbitration or mediation.

The maximum total number of days for negotiations that the Employer will pay wages for is twelve (12).

Article 20 – Leave of Absence con't

1995

20.02 Union Business Leave

1995 a) Upon request to the Employer, an employee elected or appointed to represent the Union at Conventions shall be allowed a Leave of Absence without pay and without loss of benefits. Leave of Absence without pay shall be allowed employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any Labour Organizations with which the Union is affiliated.

1995 b) An employee shall receive the pay provided for in this Agreement when on an unpaid Leave of Absence for Union Work or Conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

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20.03 Bereavement Leave

An employee shall, upon application, be granted up to three (3) regularly scheduled consecutive work days leave with pay to attend the funeral of a member of their immediate family. An additional leave with pay of up to two (2) days shall be granted when the employee is obliged to undertake a journey which cannot be completed in one (1) or two (2) days.

Immediate family is defined as: wife, husband, common-law spouse, brother, sister, child, mother, father, mother-in-law, father-in-law and grandparents.

In recognition of the fact that circumstances which call for Bereavement Leave are based on individual circumstances, the Employer, on request may grant additional paid or unpaid Bereavement Leave.

An employee shall be granted one (1) scheduled work day with pay to attend the funeral of their brother/sister-in-law, and foster parents/children.

1995

20.04 Jury or Court Witness Duty

The Employer shall grant a leave of absence with pay to an employee who services as a juror. Time spent by an employee required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

Article 20 – Leave of Absence con't

1995

20.05 General Leaves

An employee may request a leave of absence without pay and without loss of seniority. Such request shall be in writing and approved by the Employer. Taking into account the needs of the operation, the Employer shall not unreasonably deny such a request.

1995

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2000

20.06 Maternity, Adoption and Parental Leave

Employees shall be entitled to maternity, adoption and parental leave as specified under the Employment Standards Act, as amended from time to time.

1997

In addition to the Parental Leave as provided, a parent shall receive a day off with pay on the day on which the birth/adoption occurs.

ARTICLE 21 PAYMENT OF WAGES

1995

21.01 Wage Schedule and Pay Days

The wages to be paid by the Employer to the employees shall be those set forth in Schedule "A" attached hereto and forming part of this agreement. Pay Days shall be on a bi-weekly basis.

1995
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21.02 Payment on Temporary Transfer, Higher Rated Job

1999
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Notwithstanding Article 21.01 when an employee is required to perform the duties of a higher rated position for two (2) hours or more, he shall receive the established rate for all such hours worked in the higher rated position.

When the Superintendent and assistant Superintendent are absent from the operation for four (4) hours or longer, the Foreman, as designated by the Superintendent shall receive an additional fifty cents (.50) per hour.

1995
2005

21.03 Automotive Allowance

Travel rates paid to an employee using his own **vehicle shall be paid at the rate of \$0.41/km.**

Article 21 – Payment of Wages con't

1995
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21.04 Hours of Work

The parties agree that the employees shall work under a shift schedule. The Employer will draft such schedule and present it to the Union for mutual agreement at least two (2) weeks prior to its implementation.

The normal work-week for employees shall be eight (8) hours per day for five (5) consecutive days, followed by two (2) consecutive days of rest, unless mutually agreed otherwise.

Extended shift schedules may be allowed for up to a maximum twelve (12) hours for special events, mutually agreed to by the parties. The starting times of a shift schedule may be altered by two (2) hours provided at least twelve (12) hours notice is given to the Union and the employee affected.

"Special Events" may result in a schedule change. However, at least forty-eight (48) hours notice is required unless mutually agreed otherwise by the Employer and the Union.

Except those employees receiving a meal as set out in the Letter of Understanding regarding Employee Privileges, employees required to eat on duty shall be paid eight (8) hours for seven and one-half (7½) hours worked.

Each employee shall be entitled to two (2) fifteen (15) minute paid rest breaks per eight (8) hour shift and a fifteen (15) minute break for every two (2) hours of overtime.

The current practice of exchanging breaks whereby the employee works seven and one-half (7½) hours for eight (8) hours pay will continue.

Nothing in this Article shall be construed as providing a guarantee of work hours.

2002
2005

21.05 Split Shifts

The parties agree that employees will not be obliged to work a Split Shift nor shall Split Shifts be scheduled without the agreement of the Union.

1995
1999

21.06 Overtime Payments

- a) Time worked in excess of eight (8) hours in a day will be paid at one and one half times (1½ X) the regular rate of pay.

An employee will be paid at two times (2X) their regular rate of pay when they work more than two (2) hours beyond the mutually agreed upon normal hours of work in a day.

Article 21 – Payment of Wages con't

Time worked in excess of forty (40) hours in a week will be paid at one and one half times (1½ X) the regular rate of pay.

Time worked in excess of forty-eight (48) hours in a week will be paid at two times (2X) the regular rate of pay.

1997

- b) An employee who responds to security alarms outside of regular hours shall receive a minimum of one (1) hours pay at one and a half times (1½ X) the regular rate and one and a half times (1½ X) the regular rate in excess of one (1) hour.

1995

21.07 Overtime Conditions

Employer approved overtime will be on a voluntary basis except in the case of emergency situations.

1995
1997
2002

21.08 Overtime Banking

At the discretion of the employee, overtime may be banked and taken as paid time off at a mutually agreeable time in the future, but in the year that it is accrued.

2002

21.09 Minimum Daily Hours

1. If an employee reports for work as required by the Employer, the Employer must pay the employee for:
 - a) at least the minimum hours for which the employee is entitled to be paid under this section, or
 - b) if longer, the entire period the employee is required to be at the workplace.
2. An employee is entitled to be paid for a minimum of:
 - a) four (4) hours at the regular wage, if the employee starts work unless the work is suspended for a reason completely beyond the Employer's control, including unsuitable weather conditions or
 - b) two (2) hours at the regular wage, in any other case unless the employee is unfit for work or fails to comply with Part 3 of the Workers' Compensation Act or a regulation under that Part.

Article 21 – Payment of Wages con't

3. Despite Subsection 2a), a school student reporting for work on a school day is entitled to be paid for a minimum of two (2) hours at the regular wage in the circumstances described in that Subsection.

ARTICLE 22 JOB CLASSIFICATIONS AND RECLASSIFICATIONS

1995

22.01 Job Description

The Employer agrees to draw up Job Descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized Job Descriptions unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved, then the issue may be subject to the Grievance and Arbitration procedure contained in this Agreement.

1995 22.02 Changes in Classification

The Employer shall prepare a new Job Description whenever a new job is created or whenever there are significant changes to the duties of an existing job. Should the Union present written objection to these Job Descriptions or rates of pay, then the matter may be subject to the Grievance and Arbitration procedure contained in this agreement.

2002 22.03 Elimination of Classification

The Employer shall not eliminate any classification without first discussing the change with the Union.

ARTICLE 23 **EMPLOYEE BENEFIT PLANS**

2002 23.01 Health and Welfare Plan

a) Eligibility

All employees working in excess of eleven hundred (1100) hours per year shall be eligible to participate in the Health and Welfare Plan.

Article 23 – Employee Benefit Plans con't

b) Funding

Employer to pay seventy-five per cent (75%) of Premium costs, employees to pay twenty-five percent (25%). Employees laid off shall continue coverage by paying the full cost of premiums commencing the first day of the month following lay off.

c) Coverage

Plan to include, Extended Health, Dental and B.C. Medical Service Plan in accordance with Blue Cross Plan #145727, or such other Plan that may be introduced by mutual agreement between the Union and the Employer.

1995 23.02 Employer Benefit Plan Review

During the term of this Agreement, the Union and the Employer will examine the cost and feasibility of providing an employee benefit plan.

ARTICLE 24 HEALTH AND SAFETY

1995 24.01 Cooperation on Safety

The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

1995 24.02 Union-Employer Health and Safety Committee

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two Union and two Employer members. The Health and Safety Committee shall hold meetings at least once per month, or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

Article 24 – Health and Safety con't

1995 24.03 Time off for Health and Safety Training

Union members of the Health and Safety Committee may request time off from work with no loss of seniority to attend educational courses and seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters.

1995 24.04 Health and Safety Committee Pay Provisions

Time spent on site by members of the Committee in compliance with the act shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

1995 24.05 Health and Safety Clothing, Tools, Equipment and Protection
2002

2005 The Employer shall provide all employees working in any unsanitary or potential hazardous jobs with all the necessary tools, protective equipment and clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

The Employer agrees to pay a premium of **ten (10) cents** per hour worked to all employees required by Workers' Compensation Board Regulations to wear safety shoes or boots in the workplace.

1995 24.06 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions.

1995 24.07 Injury Pay Provisions

An employee who is injured or made sick during working hours, and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at his/her regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on that shift.

Article 24 – Health and Safety con't

1995 24.08 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

1995 24.09 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the Grievance Procedure and Step 1 of the Grievance Procedure may be by-passed.

1999 24.10 First Aid Attendant

The designated, on duty Level One First Aid Attendant, shall receive an additional fifty (50) cents per hour over their regular straight time rate.

ARTICLE 25 TECHNOLOGICAL CHANGE

1995

25.01 Employer and Union Bound by Code

The Employer and the Union shall be bound by the provisions of the Labour Relations Code, or successor Acts, with respect to the introduction of Technological Change in the workplace.

ARTICLE 26 JOB SECURITY

1995

26.01 Restrictions on Contracting Out

The Employer will not contract out any work regularly performed by an employee.

ARTICLE 27 SAVINGS CLAUSE

1995

27.01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect.

If any law now existing, or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of the Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event the portion of this Agreement effected shall be re-opened for negotiation. If there is no agreement between the parties on this issue, the matter shall be resolved by Arbitration.

ARTICLE 28 COPIES OF AGREEMENT

1995 The Employer shall print sufficient copies of the Agreement.

ARTICLE 29 GENERAL

1995 29.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 30 TERM OF AGREEMENT

1995 30.01 Duration

(Amended
every C/A)

This Agreement shall be binding and remain in effect from **March 01, 2005 to and including February 29th, 2008** and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

1995 30.02 Extension of Agreement

If negotiations extend beyond the anniversary date of the Agreement, this Agreement shall continue in full force and effect, unless the Union commences a legal strike or the Employer commences a legal lock-out, or the parties conclude a renewal or revision of this Agreement.

Schedule "A"

Grounds Wage Rates per Hour

CLASSIFICATION	March 1, 2004	March 1, 2005	March 1, 2006	March 1, 2007
		1.5%	2%	2.5%
Mechanic	20.42	20.73	21.14	21.67
A. Superintendent	19.48	19.77	20.16	20.66
Foreman	18.79	19.06	19.44	19.92
Groundskeeper I	18.09	18.36	18.73	19.20
Groundskeeper II	16.58	16.83	17.16	17.59
Groundskeeper III	15.44	15.67	15.98	16.38
Gardener	15.44	15.67	15.98	16.38
Student	10.92	11.08	11.30	11.58

Schedule "A"

Groundskeeper Progression

1. For the purpose of progression through the salary scale a year shall be defined as 1100 hours of work, including time off while receiving WCB benefits, vacation, sick leave and educational leave of not more than 30 days.
2. There shall be a maximum of four (4) Groundskeeper I positions in a single season.
3. There shall be a maximum of four (4) Groundskeeper II positions in a single season.
4. Groundskeepers III hired after ratification shall progress through the wage scale as follows:

	2005	2006	2007
1st Year Work	11.67	11.90	12.20
2nd Year Work		12.94	13.26
3rd Year Work			14.32
4th Year Work			

5. The current Groundskeeper III / gardener shall continue to be paid \$14.35/hour plus any across the board increases and shall move to the Groundskeeper II wage level after five years worked.

All current Groundskeeper III staff shall continue to be paid \$14.35/hour plus any across the board increases and shall progress to Groundskeeper II only after completing five (5) years, (5500 hours) of work as vacancies arise.

6. Within one week of ratification of this agreement, the Employer shall select from the current Groundskeeper I employees a Foreman who shall be paid \$17.45/hour plus any across the board increases. The Employer reserves the right to delete this classification if it determines that there is no suitable candidate.

Signed this _____ day of _____, 2002.

MEMORANDUM OF AGREEMENT
BETWEEN
LEDGEVIEW GOLF AND COUNTRY CLUB
AND
CUPE LOCAL 774

This Memorandum of Agreement between the parties constitutes final settlement of all outstanding collective bargaining issues with respect to the new Collective Agreement.

All of the terms and conditions of the new Collective Agreement are as contained in the attached document.

It is understood by the parties that with the exception of Schedule "A" all other benefits will apply on the date of execution of the Collective Agreement following ratification.

This Memorandum of Agreement is subject to ratification of the principles of the parties signatory hereto and both parties agree to recommend, to their respective principles, acceptance of all of the terms and conditions contained herein and in the attached document.

IN WITNESS WHEREOF the parties hereto have affixed their signatures hereto this day of _____, 2005.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

LETTER OF UNDERSTANDING
BETWEEN
LEDGEVIEW GOLF AND COUNTRY CLUB
AND
CUPE LOCAL 774

EMPLOYEE PRIVILEGES

During the term of this Agreement, the Employer will maintain the following employee privileges in accordance with current practice:

- Free Parking.
- Golf Course Play (includes Spouse)
For clarification, this benefit shall extend beyond an employee's period of lay-off for returning regular full-time employees. It is understood that play times shall not conflict with members' play or play of individuals who pay green fees.
- Power Carts at Members' Rate
- Grounds Staff can purchase meals from the Restaurant at a twenty percent (20%) discount immediately before or immediately after their shift and during their Lunch period.
- Employer to provide Coffee supplies free of charge.
- Employer to provide Microwave and Fridge for employee use.

Signed this _____ day of _____, 2005

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

cope:491
2002
2005

LETTER OF UNDERSTANDING
BETWEEN
LEDGEVIEW GOLF AND COUNTRY CLUB
AND
CUPE LOCAL 774

Re: Work of the Bargaining Unit

The Parties agree that the Golf Course Superintendent shall not perform maintenance work carried out by members of the bargaining unit if such work will result in the layoff of a member of the bargaining unit or, if such work will reduce the regular hours of work of any member of the bargaining unit.

In no event shall the Golf Course Superintendent perform bargaining unit work **related to Article 3.02 “current practice of Management performing incidental duties necessary to ensure the efficient and hospitable operation of the business”** for a period of more than fifteen (15) hours per month unless it has been mutually agreed upon by the Superintendent and the Shop Steward.

For the purpose of this Letter of Understanding it is agreed that the fifteen (15) hours per month the Golf Superintendent may spend performing bargaining unit work is in addition to any time the Superintendent may spend punching greens or applying pesticides.

The aforementioned restrictions shall not apply during Winter shutdown period.

For the purpose of this Letter of Understanding the Winter Shutdown period shall be defined as being from December 15th to February 1st.

Signed this _____ day of _____, 2005.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

cope 491
2002
2005

LETTER OF UNDERSTANDING
BETWEEN
LEDGEVIEW GOLF AND COUNTRY CLUB
AND
CUPE LOCAL 774

Re: Employee Retirement Program Discussions

In regards to discussions relating to an employee retirement program, the Ledgeview Golf and Country Club agrees to explore alternatives for a co-funded retirement program in the future or during the term of this Agreement with the CUPE union.

Signed this _____ day of _____, 2005.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

cope 491
2005