

{PRIVATE }

COLLECTIVE AGREEMENT

BETWEEN

OSOYOOS GOLF AND COUNTRY CLUB

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608

DECEMBER 1, 2004 - NOVEMBER 30, 2007

THIS AGREEMENT made this _____ day of _____,
2005.{PRIVATE }

BETWEEN: **OSOYOOS GOLF AND COUNTRY CLUB**
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND: The **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608**,
Chartered by the Canadian Union of Public Employees and Affiliated with the
Canadian Labour Congress
(hereinafter called the "Union")

PARTY OF THE SECOND PART

{PRIVATE }ARTICLE 1: PREAMBLE{tc \ 1 "ARTICLE 1: PREAMBLE"}

1.01 This Agreement is entered into for the purpose of promoting and continuing the good relationship between the Osoyoos Golf and Country Club (hereinafter called the "Employer") and its employees represented by the Union; to secure prompt and equitable disposition of grievances, and to establish conditions of employment, rates of pay and hours of work.

{PRIVATE }ARTICLE 2: RIGHTS OF MANAGEMENT{tc \ 1 "ARTICLE 2\ : RIGHTS OF MANAGEMENT"}

2.01 The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

2.02 The parties agree the employer has the right to assign a variety of work in accordance with the agreed job descriptions and Article 22 of this collective agreement.

{PRIVATE }ARTICLE 3: UNION RECOGNITION AND BARGAINING UNIT{tc \ 1 "ARTICLE 3\ : UNION RECOGNITION AND BARGAINING UNIT"}

3.01 **Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees covered by Schedule "A" of this Agreement and hereby consents and agrees to confer and/or negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Employer and the Union.

3.02 **Work of the Bargaining Unit**

It is further agreed that, except for incidental or emergent situations or except for employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by the Agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.

3.03 No regular employee shall suffer any loss of hours or layoff as a result of contracting out.

3.04 **Application**

- (a) Employees whose jobs are not covered by Schedule "A" of this Agreement are hereby excluded from the terms and conditions of this Agreement.
- (b) If, upon application to the Industrial Relations Council by either the Union or the Employer, the said Council rules that any person, whose job classification is not included in Schedule "A", is an employee within the meaning of the *Industrial Relations Act* and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of Article 22 of this Agreement shall apply thereto.

{PRIVATE }ARTICLE 4: NO DISCRIMINATION{tc \l 1 "ARTICLE 4\: NO DISCRIMINATION"}

4.01 There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, colour, **ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person**, nor by place of residence, nor by reason of his/her membership or activity in the Union.

Subsection (1) does not apply

- (a) as it relates to age, to a bona fide scheme based on seniority, or
- (b) as it relates to marital status, physical or mental disability, sex or age, to the operation of a bona fide retirement, superannuation or pension plan or to a bona fide group or employee insurance plan.

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

4.03 The Employer and the Union recognize the right of employees to work in an environment free from all harassment and agree to cooperate in attempting to resolve in a confidential manner any complaints of harassment which may arise in the workplace. Any grievance procedure will

commence at Step 2 in Article 11.01.

{PRIVATE }ARTICLE 5: UNION SECURITY{tc \1 "ARTICLE 5: UNION SECURITY"}

5.01 Maintenance of Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of his employment, apply for and maintain his membership in the Union as a condition of his employment.

{PRIVATE }ARTICLE 6: CHECKOFF OF UNION DUES{tc \1 "ARTICLE 6: CHECKOFF OF UNION DUES"}

6.01 Checkoff

As a condition of employment, every employee to whom the terms and conditions of this Agreement apply, whether a member of the Union or not, shall sign a check-off form authorizing the Employer to deduct from his earnings and to pay to the Union an amount equal to the current monthly union dues as established by the Union in accordance with its Constitution and/or By-Laws.

6.02 While this Agreement continues to apply to those employees who have signed the check-off form, the Employer shall, as a condition of continued employment, deduct from the earnings of each such employee an amount equal to the current monthly union dues.

6.03 Upon receipt of written authorization from an employee, the Employer shall deduct from his earnings an initiation fee in the amount established by the Union in accordance with its Constitution and/or By-Laws and shall forward such deduction to the Union in the manner provided for in Article 6.04.

6.04 Deductions

Deductions shall be made from the payroll on a bi-weekly basis and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of names of all employees from whose wages the deductions have been made. Upon request from the Union, the Employer will supply addresses of all employees from whose wages the foregoing deductions have been made.

{PRIVATE }ARTICLE 7: EMPLOYER SHALL ACQUAINT NEW EMPLOYEES{tc \1 "ARTICLE 7: EMPLOYER SHALL ACQUAINT NEW EMPLOYEES"}

7.01 New Employees

The Employer agrees to supply new employees with a copy of this Agreement and to draw their attention to the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.

7.02 The Employer will supply the Union with revised copies of the Collective Agreement as required.

{PRIVATE }ARTICLE 8: CORRESPONDENCE{tc \l 1 "ARTICLE 8: CORRESPONDENCE"}

8.01 Correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall pass to and from the Osoyoos Golf and Country Club President or person holding an equivalent position and the Secretary of the Union.

{PRIVATE }ARTICLE 9: LABOUR MANAGEMENT RELATIONS{tc \l 1 "ARTICLE 9: LABOUR MANAGEMENT RELATIONS"}

9.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, union stewards and authorized committee members. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

9.02 Labour Management Relations Committee

A Labour-Management Relations Committee shall be appointed and consist of not more than one (1) representative of the Employer, as appointee of the Employer, and not more than one (1) member of the Union, as appointee of the Union.

9.03 Function of Labour-Management Relations Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, and other working conditions arising during the term of this Agreement, shall be referred to the Labour-Management Relations Committee for discussion and, if possible, settlement by the Committee. Grievances, as defined in Article 11.02 of this Agreement, shall be dealt with under the provisions of Articles 11 and 12 and shall not be referred to the Labour-Management Relations Committee.

9.04 Meetings of Committee

In the event the Union or the Employer wishes to call a meeting of the Labour-Management Relations Committee, the meeting shall be held at a time and place fixed by mutual

agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

9.05 Time Off for Meetings

Any representative of the Union on the Labour-Management Relations Committee, who is in the employ of the Employer, shall have the privilege of attending Labour-Management Relations Committee meetings held within working hours without loss of remuneration.

9.06 Collective Bargaining

Where permission has been granted to an employee who is a representative of the Union to leave their employment to carry on collective bargaining with the Employer with respect to the renewal of this Agreement, they shall suffer no loss of pay whilst acting in such capacity.

9.07 Representatives of Canadian Union of Public Employees

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

{PRIVATE }ARTICLE 10: RULES AND REGULATIONS{tc \l 1 "ARTICLE 10\ : RULES AND REGULATIONS"}

10.01 Copies to be Posted

Copies of all rules and regulations made by the Employer for the government of employees in the bargaining unit shall be forwarded to the Union and shall be posted on all bulletin boards.

{PRIVATE }ARTICLE 11: GRIEVANCE PROCEDURE{tc \l 1 "ARTICLE 11\ : GRIEVANCE PROCEDURE"}

11.01 Permission to Leave Work

Union Stewards and members of the Grievance Committee shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from their immediate supervisor to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

11.02 Definition of Grievance

"Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising

from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. "Party", as used in Articles 12 and 13 of this Agreement, shall mean the Union and it shall also mean the Employer to this Agreement. All grievances shall be finally and conclusively settled in the manner set out in this Article without slow down or stoppage of work.

11.03 **Settling of Grievances**

Step 1- The employee concerned, in person, with his Union Steward in attendance, shall first seek to settle the grievance with the immediate foreman or person holding an equivalent position, within forty-five (45) days from the time the grievance became known to the grievor or the Union in the case of a policy grievance.

Step 2- If a satisfactory settlement is not reached within seven (7) days under Step 1, the Grievance Committee may submit the grievance in writing to the Board of Directors and the Board shall meet or direct a Committee of the Board to meet with the Grievance Committee with a view to settling the grievance.

Step 3 - If a satisfactory settlement is not reached within seven (7) days after the grievance was submitted under Step 2, the Union may refer the grievance to a Board of Arbitration as set out in Article 12.

11.04 If a satisfactory settlement is not reached after the grievance was submitted to the final step of the grievance procedure, the Union shall notify the Employer within thirty (30) days of its intention to proceed to Arbitration and name its nominee to the Arbitration panel. In the event that the Union does not notify the Employer that it will proceed to Arbitration within the prescribed time limit of thirty (30) days, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.

In the event that the Union has difficulty selecting a nominee within the prescribed time limit of thirty (30) days, a maximum of fifteen (15) additional days will be permitted.

11.05 **Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed.

11.06 **Replies in Writing**

Replies to grievances shall be in writing at all stages following Step 1.

11.07 **Employee May Discuss His Own Personal Problem**

Nothing in this Article shall be interpreted as preventing an employee from discussing his own personal problem with his immediate foreman or person holding an equivalent position.

{PRIVATE }ARTICLE 12: ARBITRATION{tc \l 1 "ARTICLE 12\: ARBITRATION"}

12.01 Arbitration

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Vince Ready, Stephen Kelleher, or a substitute agreed to by the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

12.02 Amending of Time Limits

Time limits mentioned in Articles 11 refer to clear calendar days and may only be extended by mutual agreement of the parties in writing.

12.03 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

{PRIVATE }ARTICLE 13: DISCHARGE, SUSPENSION AND DISCIPLINE{tc \l 1 "ARTICLE 13\: DISCHARGE, SUSPENSION AND DISCIPLINE"}

13.01 Warnings

Whenever the Employer deems it necessary to censure an employee in writing in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the employee involved, with copy thereof to the Secretary of the Union.

13.02 Procedure Upon Discharge or Suspension

Discharge or suspension of an employee shall be for proper cause.

- 13.03 Proper cause shall not include the refusal of an employee to cross a picket line maintained at the premises of the Employer by other employees of the Employer who are engaged in a legal strike.
- 13.04 When an employee is discharged or suspended he shall be given the reason therefore in writing within twenty-four (24) hours of such suspension or discharge.
- 13.05 A claim by an employee that he has been discharged or suspended for other than proper cause shall be treated as a special grievance and may be submitted directly under Step 2 of Article 11.03.
- 13.06 Should it be found upon investigation that an employee has been suspended or discharged for other than proper cause, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.
- 13.07 The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Administrator. To obtain access to his/her personnel file, the said employee will forward the appropriate request in writing to the Administrator, who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become part of the file.

{PRIVATE }ARTICLE 14: SENIORITY{tc \1 1 "ARTICLE 14\: SENIORITY"}

14.01 Seniority Defined

Seniority shall be measured by length of service in the employ of the Employer and, except as provided in Article 14.05, shall operate on a bargaining unit-wide basis.

14.02 Probationary Employees

New employees shall be considered to be probationary employees until they have been continuously employed for three (3) months, and during such probationary period they shall not be entitled to seniority. At the end of such probationary period, an employee shall be entered on the appropriate seniority list as of his original date of employment.

14.03 Seniority Lists

The Employer shall prepare and keep up to date a seniority list of all employees who have qualified for seniority, and a copy of such list, as it may be revised from time to time, shall at all times be kept posted on the bulletin boards.

14.04 **Loss of Seniority**

- (a) Except as provided in Subsection (b), an employee shall not lose his seniority if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- (b) An employee shall lose his seniority in the event:
 - (i) He is discharged for proper cause;
 - (ii) He resigns;
 - (iii) He is absent from work in excess of five (5) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
 - (iv) He fails to return to work following a layoff, within the period prescribed in Article 16.05, unless unable to do so because of sickness, or other cause acceptable to the Employer;
 - (v) He is laid off for a period longer than one (1) year.
- (c) When an employee loses his seniority, his right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and his right to seniority and other benefits based upon his length of service with the Employer shall be calculated from his date of re-employment.

14.05 **Retention of Seniority, Non-Bargaining Unit Positions**

Employees promoted or transferred to supervisory or other positions not subject to this Agreement shall thereafter retain their seniority standing and, if subsequently demoted or transferred to a job in the bargaining unit, the time spent in the supervisory or other position shall be added to such standing.

14.06 **Grant Workers**

All "Grant Workers" will be considered "employees" insofar as the Employer is concerned. The rate of pay and benefits will be negotiated between the Employer and the Union.

{PRIVATE }ARTICLE 15: PROMOTIONS AND TRANSFERS{tc \l 1 "ARTICLE 15\ : PROMOTIONS AND TRANSFERS"}

15.01 **Seniority to Apply**

Promotions, demotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to efficiently fulfil the job requirements.

15.02 **Job Posting**

If a job vacancy occurs, or a new position is created which comes within the scope of this Agreement, notice of such vacancy or new position shall be posted in a manner which gives all employees in all departments covered by this Agreement adequate access to the information contained in such notice. Such notice shall contain the following information: Nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range. Copy of the notice shall also be sent to the Secretary of the Union.

15.03 Such vacancy or new position shall not be permanently filled until one (1) week has elapsed after the posting of such notice.

Transfers of successful applicants will be made as soon as possible.

15.04 **Filling of Vacancies on a Temporary Basis**

Notwithstanding any other provisions of this Agreement; whenever a new or vacant position(s) requires immediate filling, the Employer will select an employee(s) taking seniority, qualifications and employee preference to such opening(s) into account. The Employer agrees such filling of position(s) shall be deemed to be "pending posting" and said position shall be posted within thirty (30) days.

15.05 **Employee to be on Probation**

When a job vacancy or new position is filled on a permanent basis, the employee concerned shall be on probation for three (3) months. At the conclusion of such three (3) month trial period (or sooner if it should become apparent that the employee cannot successfully complete the trial period), the Employer shall review the service of the employee whilst on the job. If such service has proven satisfactory the Employer shall confirm the employee in the job. If the employee's service is not deemed to be satisfactory, the Employer may extend the probationary period for not more than one (1) additional month, or shall return the employee to his former job, or shall place him on other work consistent with his qualifications, skill, knowledge and ability to efficiently fulfil the job requirements, in which case the employee shall be paid not less than the rate of pay he was in receipt of when last employed on his former job.

15.06 **Duty to Accommodate**

In instances where an employee is partially disabled through sickness or accident the parties agree to discuss alternative employment placement in accordance with the BC Human Rights Code.

15.07 If any employee indicates to his supervisor in writing, prior to going on vacation or leave of absence, his intent to apply for an anticipated job posting, he would be considered for such opening.

{PRIVATE }ARTICLE 16: LAYOFFS AND RECALLS{tc \l 1 "ARTICLE 16\:

16.01 Layoffs

The Employer shall notify employees with seniority rights who are to be laid off, five (5) working days before layoff is to be effective. The provisions of this clause shall not apply because of a temporary suspension of work due to inclement weather or emergency conditions beyond the control of the Employer.

16.02 In the event of layoff, probationary employees shall be laid off first, and thereafter employees shall be laid off in reverse order of seniority, provided that there are available employees with seniority who are qualified and willing to do the work of employees laid off.

16.03 It shall be the responsibility of a laid off employee to keep the Employer informed of his current address and telephone number at which he may be contacted.

16.04 Recalls

In the case of employees who have completed the probationary period and are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

16.05 Such employees shall return to work within five (5) working days (or such longer period as may be mutually agreed upon) after recall notice has been received.

16.06 When emergent or short term work of less than five (5) working days occurs, the Employer may recall employees out of order of seniority and the provisions of Article 16.05 shall not apply.

16.07 Demotions When Work Force is to be Reduced

Should it become necessary to reduce the work force, an employee who is not on the basic staff establishment of the Employer may be demoted to a lower rated classification. If the employee so requests, he shall be entitled to take a layoff instead of a demotion.

{PRIVATE }ARTICLE 17: HOURS OF WORK{tc \l 1 "ARTICLE 17\:

17.01 Hours of work will be drafted up by management and presented to the Union for mutual agreement. The hours of work will form part of Schedule "B".

17.02 Overtime shall be as per Schedule "B".

17.03 Call outs shall be as per Schedule "B".

17.04 Standby shall be as per Schedule "B".

17.05 **Rest Periods**

Employees shall be permitted a paid fifteen (15) minute rest period in the first half of the work day and a second such rest period in the second half of the work day.

Employees shall be provided a one-half (1/2) hour unpaid lunch period, half way through the work day.

17.06 **Reporting For Work**

An employee reporting for work on his regular shift shall be paid his regular rate of pay for all hours worked, with a minimum of two (2) hours' pay if he does not commence work and a minimum of four (4) hours' pay if he does commence work.

{PRIVATE }ARTICLE 18: STATUTORY HOLIDAYS FOR PERMANENT FULL TIME EMPLOYEES{tc \l 1 "ARTICLE 18: STATUTORY HOLIDAYS FOR PERMANENT FULL TIME EMPLOYEES"}

18.01 The Employer will observe the following as paid statutory holidays:

New Year's Day	British Columbia Day
Good Friday	Labour Day
Easter	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

and any other day declared or proclaimed a statutory or public holiday by the Employer or by the Province of British Columbia or the Government of Canada.

18.02 If by law, declaration or proclamation another day is substituted for the observance of a statutory holiday listed in Article 18.01, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

18.03 **When Holiday Falls on Non-Working Day**

If a statutory or public holiday falls on a non-working day, the Employer may declare that the working day immediately preceding the holiday or the working day immediately following the holiday shall be observed in lieu of the said holiday.

18.04 Subject to the provisions of Article 18.07, should a statutory or public holiday be observed on a day that is a non-working day for an employee, such employee shall be given a holiday with pay at some other time not later than his next annual vacation, or the termination of his employment, whichever first occurs.

18.05 **Payment for Statutory Holidays**

Subject to the provisions of Article 18.07, employees to whom Article 18.04 does not apply

shall receive holiday pay at their regular rates of pay for each of the statutory or public holidays mentioned in Article 18.01.

18.06 If an employee is required to work on a statutory or public holiday he shall, in addition to his holiday pay, be paid at one and one-half times (1½x) his regular or equivalent hourly rate for all hours worked by him.

18.07 No employee shall receive holiday pay for a statutory or public holiday unless he has been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday. A layoff not exceeding five (5) calendar days shall not be deemed to be a break in service for the purpose of this section.

18.08 **Holiday Occurring During Annual Vacation**

Should a statutory or public holiday occur during an employee's annual vacation period, the employee shall be given an extra day's vacation with pay in lieu of payment of such holiday.

18.09 No employee is entitled to Statutory Holiday Pay for any such holiday which occurs while the employee is on layoff, except in those situations contemplated by the provisions of Article 18.07.

{PRIVATE }ARTICLE 19: ANNUAL VACATIONS{tc \l 1 "ARTICLE 19: ANNUAL VACATIONS"}

19.01 **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.

19.02 **New Employees**

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

19.03 **Anniversary Date**

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

19.04 **Employee With One (1) Year Of Service**

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

19.05 **Employee With Four (4) Years Of Service**

An employee who has completed four (4) years of service but less than ten (10) 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.

19.06 Employee With Ten (10) Years Of Service

An employee who has completed ten (10) years of service but less than fifteen (15) shall be entitled to vacation pay of eight percent (8%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

19.07 Employee With Fifteen (15) Years Of Service

An employee who has completed fifteen (15) years of service but less than twenty-five (25) shall be entitled to vacation pay of ten percent (10%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

19.08 Employee With Twenty-Five (25) Years of Service

An employee who has completed twenty-five (25) years of service or more shall be entitled to vacation pay of twelve percent (12%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

19.09 Vacation time off shall only be taken by mutual agreement and subject to the Employer's operational requirements. Otherwise, employees are encouraged to take vacation during the off season.

Twelve (12) month employees shall be entitled to take vacation time off with pay at the rate set out herein.

**{PRIVATE }ARTICLE 20: LEAVE OF ABSENCE{tc \l 1 "ARTICLE 20\:
LEAVE OF ABSENCE"}**

20.01 Leave of Absence Without Pay

The Employer shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient reason, provided the employee's request is in writing, and that the granting of such leave shall be subject to the Employer's approval. Such leave shall not be unreasonably withheld.

20.02 Leave for Union and Other Purposes

An employee who is elected to a full-time position with the Canadian Union of Public Employees or any trade-union body with which the Union is affiliated, or who is elected to public office, shall, if he so requests in writing, be granted leave of absence without pay and without loss of seniority for a period not exceeding one year. Such leave may be renewed by mutual agreement between the parties.

20.03 In addition to the leaves allowed under Article 20.02, at the request of the Union, and by mutual agreement between the parties, leave of absence without pay will be granted to employees to attend conventions or other bona-fide meetings of the Canadian Union of Public

Employees or other trade-union body with which the Union is affiliated.

20.04 **Bereavement Leave**

In the event of a death in the immediate family of an employee, the Employer shall grant him a maximum of three (3) days of absence with pay. Additional leave of absence with pay for travel, may be granted by the Superintendent. "Immediate family" shall mean: wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, common-law-spouse, step-parents, step-children, foster children and foster parents.

One half (1/2) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of his Supervisor.

20.05 **Maternity Leave**

- (a) An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.
- (b) Regardless of the date of commencement of the leave of absence taken under (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- (c) A request for a shorter period under (b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- (d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under (a), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- (e) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.
- (f) **Employer May Require Employee to Take Leave**

An Employer may require an employee to commence a leave of absence under 20.05 where the duties of the employee cannot reasonably be performed because of the

pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

(g) Employment Deemed Continuous

The services of an employee who is absent from work in accordance with Article 20.05 shall be considered continuous for the purpose of this Agreement and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- (i) the Employer pays the total cost of the plan, or
- (ii) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and the employee.

(h) Reinstatement

- (i) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 20.05 shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- (ii) Where the Employer has suspended or discontinued operations during the leave of absence granted under Article 20.05 and has not resumed operation on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Collective Agreement, comply with Article 20.05 (h) (i).

(i) Prohibition

- (i) The Employer shall not:
 - terminate an employee, or
 - change a condition of employment of an employee without the employee's written consent

because of an absence authorized under Article 20.05 or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under Article 20.05.

- (ii) The burden of proving that:
 - the termination of an employee, or
 - a change in a condition of employment of the employee without the employee's written consent

is not because of an absence authorized by Article 20.05 or because of an employee's pregnancy, is on the Employer.

- (j) All disputes under Article 20.05 will be subject to the normal Grievance Procedure.

20.06 Jury Duty or Court Witness

The Employer shall pay to an employee who is required to serve as a juror or court witness the difference between his normal earnings and the payment he received for jury duty or as a court witness, conditional upon the employee presenting to the Employer proof of service and of the amount of payment received by him.

{PRIVATE }ARTICLE 21: WAGES, SALARIES AND APPLICABLE PROVISIONS{tc \l 1 "ARTICLE 21\ : WAGES, SALARIES AND APPLICABLE PROVISIONS"}

21.01 Wage and Salary Rates

Wage and salary rates shall be as set out in Schedule "A" of this Agreement. These shall be considered minimum rates for each of the classifications listed in the said Schedule "A".

21.02 Promotions and Temporary Assignments

- (a) Subject to the provisions of Subsection (b), in the event an employee is promoted or temporarily assigned to a higher rated classification, he shall receive the higher rate of pay.
- (b) In the event a salaried employee is promoted or temporarily assigned to a higher rated classification, where a graduated salary range is provided, he shall be paid at least that rate in the salary range for the classification to which he is promoted or temporarily assigned which is next higher than his present rate.
- (c) In the event an employee is temporarily assigned to a lower rated classification, he shall continue to receive his regular rate of pay.
- (d) In the event an employee is demoted to a lower rated classification, he shall receive the lower rate of pay.

21.03 More Favourable Rate

In the event any present employee enjoys a more favourable rate than specified in Schedule "A", such employee shall suffer no reduction in such rate because of the signing of this Agreement.

21.04 No Pyramiding

There shall be no pyramiding of overtime and premium rates of compensation. When two or more types of overtime and/or premium (excluding the premium for dirty work) apply to the same hours of work only the higher rate shall be paid.

21.05 Whenever necessary the Employer shall provide employees with gloves and coveralls.

The Employer will provide one (1) set of coveralls annually to each regular outside employee, to be used at the employee's discretion.

{PRIVATE }ARTICLE 22: NEW OR CHANGED CLASSIFICATIONS{tc \l 1 "ARTICLE 22\ : NEW OR CHANGED CLASSIFICATIONS"}

22.01 New Classifications

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing, and in addition, shall post the classification and rate in the manner required by Article 15.02. Within thirty (30) calendar days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

22.02 Changed Classification

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within thirty (30) calendar days of the submission of such request, which shall be in writing, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from the discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

22.03 Abandonment

If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) calendar days, as provided for in Article 22.01, or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Article 22.02, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

22.04 Extension of Time Limits

The time limits referred to in this Article may be extended by mutual agreement of the Employer and the Union in writing.

**{PRIVATE }ARTICLE 23: BULLETIN BOARDS{tc \ 1 "ARTICLE 23\:
BULLETIN BOARDS"}**

23.01 Union notices may be posted on designated bulletin boards.

**{PRIVATE }ARTICLE 24: SICK LEAVE{tc \ 1 "ARTICLE 24: SICK
LEAVE"}**

24.01 In the event of absence due to illness of two or more days accompanied by a physician's note, the Employer agrees that it will pay an employee his/her regular rate of pay from the second (2nd) day until **employment insurance** is triggered or, the eighth (8th) day of illness, **which ever occurs first.**

**{PRIVATE }ARTICLE 25: HEALTH & WELFARE BENEFITS{tc \ 1
"ARTICLE 25\:
HEALTH & WELFARE BENEFITS"}**

25.01 All seniority employees will be enrolled in the following Health & Welfare Plans **and must be employed on a permanent, and seasonal or non- seasonal basis for at least 24.0 hours each week to join the plan.**

A seasonal employee is an employee who has worked at least 6 full months over the last 12-month period. The employee must not have been absent from work for more than 6 months due to a seasonal layoff or closure. Each season if possible the Employer will endeavour to provide at least six (6) months employment with at least twenty- four (24) hours per week for employees who have been employed for one season or more.

- (a) Plan "A" - Dental Plan - 100% Basic Coverage
- (b) Group Life Insurance with Accidental Death and Dismemberment – two times (2x) annual salary.
- (c) **Long Term Disability Plan** that will provide approximately **2/3's of monthly earnings after a 120 day waiting period. Benefit period to age 65.**

Premiums for Dental, Group Life Insurance and Accidental Death & Dismemberment, and **Long Term Disability** will be paid at 50% Employer and 50% employee.

- (d) Medical Services Plan: 100% Employer paid.

- (d) Extended Health Care Benefits:

In addition to current Extended Health Care Benefits the Plan will provide for vision care up to two hundred dollars (\$200.00) each twenty-four (24) months toward the purchase of eyeglasses. In addition, the Plan will provide for one (1) eye examination in each twenty-four (24) month period.

Deductibles: \$25.00 single \$25.00 family

Premiums: 50% - Employer and 50% employee paid.

25.02 **Change of Benefit Carrier**

The Employer agrees to notify the Union in writing prior to any changes to existing benefit carriers or insurance policies, and further agrees that any change in carriers or amendments to existing policies will result in an equal or greater level of insurance coverage unless mutually agreed otherwise.

The Employer agrees to pay the full premium costs of all benefits for the months of December and January.

ARTICLE 26: PENSION PLAN

In this Article, the terms used shall have the meanings as described:

26.01 "Plan" means a retirement vehicle as determined by the Union.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay.

All other payments, premiums, allowances and similar payments are excluded.

"Eligible Employee" means full time employees in the bargaining unit who have completed five hundred (500) hours of service.

26.02 Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to two and one-half percent (2.5%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to two and one-half percent (2.5%) of Applicable Wages to the Plan. **Effective December 1, 2006 Contributions made by both the Employer and the eligible employee shall increase to 3%.**

26.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

26.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force

between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

- 26.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article 26.05 of the agreement include:

- i) To Be Provided Once Only At Plan Commencement

Date of Hire
Date of Birth
Date of First Contribution
Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
Gender

- ii) To Be Provided With Each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
Year to Date Contributions
Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) To Be Provided Initially and As Status Changes

Full Address
Termination Date Where Applicable (MM/DD/YY)
Marital Status

- 26.06 In the event the Union determines the retirement vehicle to be a pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule 'A'.

**{PRIVATE }ARTICLE 27: TERM OF AGREEMENT{tc \l 1 "ARTICLE 26\:
TERM OF AGREEMENT"}**

27.01 This Agreement shall take effect from December 1, **2004** and shall remain in effect until November 30, **2007**, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either party to the other party in accordance with the provisions of the **Labour Relations Code**. Within ten (10) days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations, this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this _____ day of _____, **2005**.

ON BEHALF OF:

OSOYOOS GOLF AND COUNTRY CLUB

Director

Director

ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 608**

President

Unit Chairperson

National Representative

**{PRIVATE }SCHEDULE "A"{tc \l 1 "SCHEDULE \"A\''"}
OSOYOOS GOLF AND COUNTRY CLUB
2004-2007**

CLASSIFICATION	RATE		
	<i>(2%) December 1, 2004</i>	<i>(2%) December 1, 2005</i>	<i>(2%) December 1, 2006</i>
Groundskeeper/Mechanic	21.43	21.86	22.30
Groundskeeper III	18.03	18.39	18.76
Groundskeeper II	15.36	15.67	15.98
Groundskeeper I	12.43	12.68	12.94
Gardener	14.17	15.67	15.98
Labourer	10.20	10.40	10.61
Student	9.20	9.20	9.38

* The Groundskeeper/Mechanic will receive an annual Tool Allowance of \$100.00 per year.

** When an employee is newly hired for a Groundskeeper position that employee shall receive 80% of their classification rate of pay during their probationary period.

(NOTE: This only applies where a newly hired person is hired into a Groundskeeper I, II or III position and where the person hired has not been hired as a Labourer in his first season of work. Otherwise, the Labourer rate is the probation rate in the first season.)

*** A person designated by the Superintendent to perform leadhand or golf cart maintenance duties shall, in addition to his regular rate, be paid \$1.25 per hour.

**** The superintendent may elect to designate an employee "irrigation specialist", this job description shall be posted and awarded by seniority. The person selected will be expected to affect repairs and daily maintenance to the irrigation system, tend to dry areas and also any Greenskeeper duties they may be qualified to undertake. In addition to his regular rate of pay a \$1.25/ hour premium will be paid.

PROGRESSION THROUGH POSITIONS

It is agreed that all employees on staff who are not at maximum rate (Groundskeeper Positions) will continue to move through the wage progression as stated below (NOTE). Effective December 1, 1999 through attrition the total of:

Groundskeeper III's will be four (4) positions
Groundskeeper II's will be four (4) positions
Groundskeeper I's will be unlimited
Labourer will be unlimited
Student will be maximum two (2) positions.

(NOTE):

Groundskeeper III	- 6 th season
Groundskeeper II	- 4 th season
Groundskeeper I	- 2 nd season
Labourer	- 1 st season
Student	- two (2) positions

* For the purpose of this part, a "season" is defined as any period of five (5) or more months employment in the previous year, consecutive or otherwise.

{PRIVATE }SCHEDULE "B"{tc \l 1 "SCHEDULE \"B\''"}'

OSOYOOS GOLF & COUNTRY CLUB

SHIFT SCHEDULE

1. The parties agree that Osoyoos Golf and Country Club employees shall work under a shift schedule. The Employer will draft such schedule and present it to the Union for mutual agreement prior to its implementation. Preferred shift schedules will be offered to employees in accordance with seniority.
2.
 - (a) The normal work week for such 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.
 - (b) Extended shift schedules will be mutually agreed upon.
 - (c) 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.
 - (d) "Special Events" may result in a schedule change.
3. The parties agree that an employee will not be obliged to work a split shift unless mutually agreed upon.

OVERTIME, CALLOUTS AND STANDBY

1. All time worked outside the scheduled hours, shall be deemed to be overtime.
2. Overtime shall be paid at a rate of time and one half for the first two (2) hours and time and one-half (1½x) thereafter.
3. All time worked on an employee's day of rest shall be paid at time and one-half (1½x).
4. All time worked by an employee on Statutory Holidays shall be paid at time and one-half (1½x) plus payment for the Statutory Holiday.
5. Any employee required by management to be on Standby shall be paid two (2) hours at regular time for such days they are required to standby.
6. Any employee on an approved callout by management after their normal hours or on their day of rest shall be paid a minimum of two (2) hours at time and one-half (1½x).
7. Employees shall be entitled to a fifteen (15) minute paid break after each three (3) consecutive hours of overtime worked.

SCHEDULE "B" - cont'd.

8. Job assignments will be offered to employees in accordance with seniority, with more senior employees being offered any preferred assignments provided they possess the skills and qualifications to perform the necessary work.

DISPUTE RESOLVE PROCEDURE

1. Either party may serve notice to renegotiate any issue mentioned in Schedule "B" by giving thirty (30) days written notice to the other party.
2. In the event mutual agreement cannot be reached by either party to change any part of Schedule "B", the matter in dispute shall be referred to the Union and employer negotiators for resolve.
3. Failure to resolve the issue between the negotiators, the matter may then be referred to binding arbitration pursuant to Article 12 of the collective agreement.

LETTER OF UNDERSTANDING

BETWEEN: OSOYOOS GOLF AND COUNTRY CLUB

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608

RE: PAID TIME-OFF IN LIEU OF WORKED OVERTIME

Subject to the Employers operational requirements, employees may consider paid time-off in lieu of worked overtime. Time-off will only be taken upon mutual agreement between the employee and his/her Supervisor, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time-off shall be provided at the same rate as the applicable overtime rates.

ON BEHALF OF:

OSOYOOS GOLF AND COUNTRY CLUB

ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 608**

Date: November 30, 1990
Renewed: December 14, 1992
Renewed: February 26, 1996
Renewed: December 8, 1998
Renewed: November 27, 2001

LETTER OF UNDERSTANDING

BETWEEN: OSOYOOS GOLF AND COUNTRY CLUB

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608

**RE: {PRIVATE }ARTICLE 12: ARBITRATION{tc \I 1 "ARTICLE 12\:
ARBITRATION"}**

The parties agree that the provisions of Section 112 will be:

- (a) inserted in Article 12;
- (b) final and binding on the parties;
- (c) that Mr. Kelleher and Mr. Ready will be named in Article 12 as the Section 112 investigators;
- (d) in the event Mr. Kelleher or Mr. Ready is unavailable, or where the parties so agree, such other person as the parties mutually agree.

ON BEHALF OF:

OSOYOOS GOLF AND COUNTRY CLUB

ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 608**

Date: November 30, 1990
Renewed: December 14, 1992
Renewed: February 26, 1996
Renewed: December 8, 1998
Renewed: November 27, 2001

LETTER OF UNDERSTANDING

BETWEEN: OSOYOOS GOLF AND COUNTRY CLUB

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608

The parties to this Letter agree that the following {PRIVATE }exceptions{tc \l 1 "exceptions"} may be made to the Collective Agreement:

1. **Working Superintendent**

The practice of Working Superintendent will continue. The Employer agrees the Superintendent will not perform any bargaining unit work that may reduce the hours of work of any member or members of the Bargaining Unit. The condition does not apply during the winter shutdown period. **The Superintendent is permitted to perform duties related to building or renovation of Greens, Tees, or Bunkers.**

2. **Incidental Clubhouse Repair**

The practice of the use of club members to perform incidental clubhouse repairs shall be continued.

3. **Employee Playing Privileges**

The practice of employee playing privileges at the golf course shall be continued **and after twenty (20) years of service and retirement the employee will receive a certificate waiving the initiation fee should the employee wish to become a full member of the Osoyoos Golf & Country Club.**

4. **Inverted Seniority**

The parties recognize the benefits and convenience to inverted use of seniority. Therefore, the Union, Employer and the affected employees may agree to a layoff or recall out of line of normal seniority.

5. **Contracting During Off-Season**

The Parties agree that contracting during the layoff period by bona fide contractors to build or rebuild tees, greens, fairways or buildings shall not be deemed to be a violation of Article 3.03 of the Collective Agreement.

However, the Employer agrees to as much work in-house as economically feasible.

6. Rest Periods and Extended Shifts

In the event the shift schedule as agreed to Schedule "B" from time to time involves shifts in excess of eight (8) hours per day, the parties may mutually agree to the application of rest periods and when they are to be taken. Further, the parties recognize the concept of averaging when considering extended shifts in accordance with Schedule "B".

7. Benefits

A regular employee may opt out of any of the benefits listed in Article 25, subject to carrier approval.

ON BEHALF OF:

OSOYOOS GOLF AND COUNTRY CLUB

ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 608**

Date: November 30, 1990
Renewed as Amended: April 15, 1993
Renewed: February 26, 1996
Renewed: December 8, 1998
Renewed: November 27, 2001

LETTER OF UNDERSTANDING

BETWEEN: OSOYOOS GOLF AND COUNTRY CLUB

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608

The Parties to this Letter agree that the following will become part of the new Collective Agreement:

1. Item #3:

The Employer recognizes Good Friday and Easter may be a significant religious {PRIVATE }holiday(s){tc \l 1 "holiday(s)"} for a number of our current and future employees.

The Employer agrees that employees who wish to attend religious services and indicate same to the Superintendent will not be scheduled for more than four (4) hours work on those days.

ON BEHALF OF:

OSOYOOS GOLF AND COUNTRY CLUB

ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 608**

Date: December 14, 1992
Renewed: February 26, 1996
Renewed: December 8, 1998
Renewed: November 27, 2001

LETTER OF UNDERSTANDING

BETWEEN: OSOYOOS GOLF AND COUNTRY CLUB

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608

The Parties agree that all current Groundskeeper personnel will be encouraged to attain their {PRIVATE }Pesticide license{tc \l 1 "Pesticide license"}. All new employees will be required to attain that certification prior to becoming a Groundskeeper III.

ON BEHALF OF:

OSOYOOS GOLF AND COUNTRY CLUB:

ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 608:**

Date: April 15, 1993
Renewed: February 26, 1996
Renewed: December 8, 1998
Renewed: November 27, 2001

LETTER OF UNDERSTANDING

BETWEEN: OSOYOOS GOLF AND COUNTRY CLUB

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608

The Parties to this Letter agree that the following will become part of the new Collective Agreement:

1. Item #8

The Employer agrees to insure the Mechanic's personal tools as present on the work site. (The present {PRIVATE }Mechanic's tools-{tc \ 1 "Mechanic's tools"} have been insured as of December 1, 1992 at their listed value.)

ON BEHALF OF:

OSOYOOS GOLF AND COUNTRY CLUB

ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 608**

Date: January 14, 1993
Renewed: February 26, 1996
Renewed: December 8, 1998
Renewed: November 27, 2001

LETTER OF UNDERSTANDING

BETWEEN: OSOYOOS GOLF AND COUNTRY CLUB

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608

The parties to this Letter agree that the following will become part of the Collective Agreement:

1. The Employer agrees that the Assistant Superintendent will not perform any Bargaining Unit work other than what is stated in #2 and #3 of this Letter.
2. The Assistant Superintendent shall perform mowing practices, hole changing and trap raking only if an employee is sick or on leave of absence for a period of no more than thirty (30) days.
3. The parties agree that the Assistant Superintendent shall perform such practices as spraying pesticides, fertilizing, **and deal with emergent or incidental situational tasks and construction or renovation projects as long as the hours of work of the bargaining unit employees are not reduced.**

SIGNED THIS 24TH DAY OF NOVEMBER 1994

ON BEHALF OF:

ON BEHALF OF:

**OSOYOOS GOLF AND COUNTRY CLUB
EMPLOYEES,**

**CANADIAN UNION OF PUBLIC
LOCAL NO. 608:**

_____"Gregory Hoffarth"_____

_____"Fedelis Potter"_____

Renewed: February 26, 1996
Renewed: December 8, 1998
Renewed: November 27, 2001

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