

**CHILLIWACK GOLF & COUNTRY CLUB**

**TABLE OF CONTENTS**

| <b><u>ARTICLE</u></b> | <b><u>DESCRIPTION</u></b>                             | <b><u>PAGE #</u></b> |
|-----------------------|---|----------------------|
|                       | TITLE PAGE  |                      |
|                       | TABLE OF CONTENTS                                     |                      |
|                       | PURPOSE   |                      |
| 1:00                  | RECOGNITION .....                                     | 2                    |
| 2:00                  | UNION SECURITY .....                                  | 2                    |
| 3:00                  | HOURS OF WORK .....                                   | 4                    |
| 4:00                  | OVERTIME AND PREMIUM RATES.....                       | 5                    |
| 5:00                  | ANNUAL VACATIONS AND GENERAL HOLIDAYS.....            | 7                    |
| 6:00                  | SENIORITY.....  | 9                    |
| 7:00                  | SAFETY .....  | 10                   |
| 8:00                  | HEALTH AND WELFARE .....                              | 10                   |
| 9:00                  | DETERMINATION OF GRIEVANCE DISPUTES .....             | 12                   |
| 10:00                 | GENERAL .....   | 14                   |
| 11:00                 | TERMINATION OF EMPLOYMENT .....                       | 16                   |
| 12:00                 | CLASSIFICATIONS, WAGE RATES AND PAYMENT OF WAGES..... | 17                   |
| 13:00                 | MULTI SECTOR PENSION PLAN.....                        | 18                   |
| 14:00                 | DEFINITION.....                                       | 18                   |
| 15:00                 | LIFE OF AGREEMENT, DURATION AND RENEWAL.....          | 19                   |
|                       | SIGNING PAGE .....                                    | 19                   |

## **PURPOSE**

It is the intent and purpose of the Agreement to recognize the community of interest between the Employer and the Union in promoting cooperation between the Employer and its Employees consistent with the rights of both parties. The parties, therefore, enter into this Agreement recognizing each others responsibilities and further agree to cooperate fully to attain the aforementioned conditions.

## **ARTICLE 1:00 RECOGNITION**

### **1:01**

The Employer recognizes the Union as the sole bargaining authority for all Employees coming within the unit named in the Certification Order granted the Union in accordance with the Labour Relations Code of British Columbia and amendments thereto.

### **1:02**

The Union recognizes that the management, operation and direction of the working forces is vested exclusively with the Employer, but this shall be carried out in accordance with the terms of this Agreement.

## **ARTICLE 2:00 UNION SECURITY**

### **2:01**

All present Employees who are members of the Union shall remain members of the Union as a condition of continuous employment.

### **2:02**

All present Employees who are not members of the Union, on the signing date of this Agreement, shall execute an Assignment of Wages to the Union of an amount equal to the monthly dues charged by the Union to its members as a condition of continuous employment.

### **2:03**

New Employees, hired subsequent to the signing of this Agreement, shall make application to join the Union within the first (1st) fifteen (15) days of employment and remain members of the Union as a condition of continuous employment. The Employer shall supply each new Employee with said applications. The Employer shall also collect these applications and forward them to the Union office.

### **2:04**

- (a) The Employer agrees to remit Union dues, fees and assessments no later than the fifteenth day following the end of the month in which income was last earned by the Employees. With this remittance there shall be an itemized list showing the name of each Employee from whose wages such deductions were made and the amount of the deductions. With these remittances there shall also be a list of New Employees hired during the month with the Name and Address of each new Employee and a list showing the names of the Employees who have been terminated or are now on annual vacation, sick leave, W.C.B. and/or leaves of absence. All dues remittances and assessments shall be shown on all T-4 slips.
- (b) If the Employer does not remit dues, fees and assessments as outlined in this agreement, the Union may take action to collect remittances including the collection

of interest. The interest rate to be twenty (20%) percent of the amount outstanding.

- (c) At the written request of a seasonal Employee who is to be laid off at the end of the season, the Employer shall deduct the Union minimum dues for the anticipated period of the seasonal lay-off.

**2:05**

The Union shall not seek the termination of employment of any Employee for failing to become a member of the Union except where the Employee has failed or refused to execute an Assignment of Wages to the Union or has refused to become a member of the Union as set out in Article 2:03.

**2:06**

The Employer shall notify the Union in writing, within five (5) days after appointing any Employee to a position which it deems to be outside the bargaining unit, and the scope of this Agreement.

**2:07**

In the event of a change in the Schedule of Fees and Dues is made by the Union, the Employer shall make deductions in accordance with the revised Schedule, provided that at least one (1) month's notice by receipted delivery is given by the Union to the Employer advising of such change.

**2:08**

After notifying the Employer in advance, one (1) properly authorized Union official shall be permitted, only once in any calendar year, the opportunity to inspect the Employer's records of time worked by the Employees to see that proper contributions to any Plan established pursuant to this Agreement are being remitted. The timing of the opportunity to inspect shall be agreed to between the General Manager of the Employer, or his/her designate and the authorized Union official, and shall not interfere with the normal operations of the Employer.

**2:09**

The Employer shall complete a T-4 slip for all Employees. All dues remittances and Assessments shall be shown on all T-4 slips.

**2:10**

On commencement of employment or as soon as possible thereafter, the Employee's immediate supervisor, or designate, shall introduce the new Employee(s) to the Shop Steward(s). At this time the new Employee(s) and the Shop Steward will be given adequate time to discuss all issues regarding the Employee's employment and the terms of the Collective Agreement.

**2:11**

Any Employee requested to meet with the Employer with respect to discipline or the Employee's work performance shall be informed of the nature of the discussion, and if the Employee so wishes, such Employee may have a Union representative present at the meeting.

**2:12**

If an Employee is terminated, the Employer shall provide the Employee, at the time of termination, a letter outlining the reasons for the termination. A copy shall be sent to the Union.

**ARTICLE 3:00**      **HOURS OF WORK**

**3:01**

The standard working day shall consist of eight (8) hours worked within eight and one-half (8½) consecutive hours.

**3:02**

The standard work week shall consist of five (5) shifts of eight (8) hours each.

**3:03**

Each Employee shall have at least forty-eight (48) hours free from work each week. These hours shall be consecutive and may be in consecutive weeks.

**3:04**

The week shall commence at 12:01 a.m. Monday and end the following Sunday at midnight.

**3:05**

- (a) A schedule shall be posted by the Employer and shall contain the name of each Employee, working days and days off and starting and quitting time. The Employer shall endeavour to provide one (1) week's notice of any change in the schedule,

where reasonable possible, and shall in any event provide forty-eight (48) hours notice. Weekend work shall be assigned on a rotating basis.

- (b) If an Employee reports to work and is sent home due to a lack of work, the Employee shall be paid for a minimum of four (4) hours at the Employee's regular straight time pay.

**3:06**

During the period of April 1<sup>st</sup> to October 31<sup>st</sup> Employees shall be guaranteed forty hours for each week worked.

**3:07**

There shall be a half-hour lunch period to be taken at a time mutually agreed between the Employee and the Employer.

**3:08**

All work performed beyond that which is recited in Article 3:01 and 3:02 above, shall be overtime and paid for at rates stated herein.

**3:09**

Employees shall be entitled to, and shall take a fifteen (15) minute rest period in the first (1st) half of their shift, and a further fifteen (15) minute rest period in the second (2nd) half of their shift. These rest periods shall be taken in the immediate area in which Employees are working except when inclement weather makes it desirable to take shelter. In such cases, it is the responsibility of the Lead hand and the Employees to ensure that the total elapsed rest break time shall not be unreasonable.

**3:10**

The Employer shall make every effort to avoid short changes between shifts.

**3:11**

- (a) A split shift shall be no more than seven (7) working hours. Such seven (7) hours worked shall be paid for at eight (8) hours pay. If the hours worked on a split shift are less than seven (7), the pay for the hours worked shall be prorated accordingly.
- (b) If the hours worked by an Employee on a split shift are more than seven (7), the Employee shall be paid for all time worked in excess of seven (7) hours at the following overtime rates:
  - (i) one and one half (1½) times the regular rate shall be paid for the first (1st) hour of work in excess of seven (7) hours;
  - (ii) two (2) times the regular rate shall be paid for all hours of work in excess of eight (8) hours.

**3:12**

Any break of more than two (2) hours in a shift shall constitute a split shift.

**3:13**

Total elapsed hours of any split shift shall not exceed twelve (12) hours and only one (1) split shall be allowed in any shift. Notwithstanding the above statement, the Employer may extend the elapsed hours from twelve

(12) to sixteen (16) hours for not more than five (5) golf tournaments in any calendar year. Any extensions beyond five (5) golf tournaments must have the approval of the Union.

#### **ARTICLE 4:00 OVERTIME AND PREMIUM RATES**

##### **4:01**

All overtime shall be paid at a rate one and one-half (1½) times the regular rate except for the following work which shall be paid at the rate of two (2) times the regular rate:

- (a) For all hours after eleven (11) hours in any one (1) day except the seventh (7th) day of the week.
- (b) For all hours worked on the seventh (7th) day of the week.
- (c) The words "seventh (7th) day of the week" as used in this Agreement shall mean the Employee's second (2nd) day off in the week.

##### **4:02**

- (a) Employees reporting for work at the call of the Employer shall receive a minimum of four (4) hours at straight time rates; provided, however, the Employer may notify Employees concerned at least two (2) hours prior to starting time, they are not required to report for work on any day. It shall be the Employees responsibility to give the Employer an address or telephone number at which contact may be made for such a notice.
- (b)
  - (i) When overtime is required by the Employer, the work will be offered to the Employees on a seniority basis, provided that the Employees have the necessary ability, job requirements, and efficiency, to perform the work.
  - (ii) Employees may refuse to work overtime, provided there are other junior Employees who have the necessary ability, job requirements, and the efficiency to perform the work. In the event that all of the Employees who are offered the overtime refuse such work, then the junior Employee(s) who has (have) the necessary ability, job requirements, and efficiency, must perform the overtime work.
  - (iii) The parties agree the intent of paragraphs (i) and (ii) above is that the Employer is responsible for making the initial determination as to which Employees have the necessary ability, job requirements and efficiency to perform the work. The parties further agree that the Employee who is assigned to perform the overtime work will do so. If any Employee is aggrieved by the Employer's initial determination as to which Employees have the necessary ability, job requirements and efficiency to perform the work s/he shall be entitled to have the matter resolved through the Grievance Procedure set out in Article 9:00 of this Agreement. However, the principle of "work now, grieve later" shall apply in the interim.
  - (iv) When the Employer requires overtime to be performed at a time adjacent to the regular working shift, then, subject to paragraph (v) below, the Employer shall offer the overtime work pursuant to paragraphs (i) and (ii) above to those Employees who are scheduled to work on that day.
  - (v) When a junior Employee has commenced a job during his regular working hours which will be required to be continued as overtime, the Employer shall be entitled to have the overtime work performed by the same junior Employee.

##### **4:03**

Where an Employee is called out to work after completion of the work day, or on the regular scheduled day off

which is a General Holiday, the Employee shall be paid at two (2) times the regular rate for all hours worked and in no case shall such Employee be paid for less than two (2) hours at the overtime rate.

**4:04**

- (a) An Employee who is entitled to receive overtime compensation pursuant to this Agreement may elect to receive the compensation as time off from work based on the applicable overtime rate.
- (b) The following provisions shall apply to any Employee who elects to receive overtime compensation as time off:
  - (i) The Employee must notify the Employer in writing that s/he elects to receive all overtime compensation as time off. Once such an election is made by the Employee, it shall remain in effect until the Employee provides the Employer with the written notice pursuant to paragraph (c) below.
  - (ii) The time off from work to be taken by the Employee must be scheduled in advance with, and approved at the discretion of, the Superintendent or his/her designate.
  - (iii) Any overtime compensation which has accumulated as time off by the Employee, and which is not taken, will be paid out by the Employer on the pay day immediately prior to September 30th of each year, or at a time that the Employee's employment with the Employer is terminated, except where the Employee has requested in writing that banked time be carried over to the following year.
- (c) An Employee who has elected to receive overtime compensation as time off may rescind his/her election by providing the Employer with written notice to that effect. In such circumstances, the following provisions shall apply:
  - (i) The Employer shall pay out the Employee's accumulated, but unused, time off no later than the second (2nd) pay day following the date the Employer received the Employee's written notice.
  - (ii) The Employee shall not be entitled to re-elect to receive his/her overtime compensation as time off until after the following October 1st.

**ARTICLE 5:00 ANNUAL VACATIONS AND GENERAL HOLIDAYS**

**5:01**

All Employees shall receive an annual vacation each year in accordance with the Employment Standards Act of British Columbia, except;

- (A) Employees who have completed five (5) years employment with the Employer shall receive three (3) weeks vacation that year and each year thereafter, with pay at six (6%) percent of earnings for the year preceding his vacation.
- (B) Employees who have completed ten (10) years employment with the Employer shall receive four (4) weeks vacation that year and each year thereafter, with pay at eight (8%) percent of earnings for the year preceding his vacation.
- (C) Employees who have completed fifteen (15) years employment with the Employer shall receive five (5) weeks vacation that year and each year thereafter with pay at ten (10%) percent of earnings for the year preceding his vacation.
- (D) Employees must take the vacation time they are entitled to in the calendar year it is earned. An

Employee shall not be allowed to work through their vacation while receiving their vacation pay.

**5:02**

All vacations shall be taken in one (1) continuous period except by mutual arrangement between the Employer and the Employee.

**5:03**

Vacation shall be taken between November 1 and March 15 unless the Employer consents to vacation being taken at some other time. However, it is understood that such approved schedule shall be one that is satisfactory to the Employer.

**5:04**

If a General Holiday, as recognized in this Agreement, occurs during an Employee's annual vacation, such Employee shall receive an additional day with pay in lieu thereof.

**5:05**

- (A) The Employer shall pay a full-time Employee's annual vacation pay on a separate cheque. Such payment shall be made no less than one (1) business day before, and/or no more than five (5) business days before, the last scheduled working day prior to an Employee's scheduled vacation.
- (B) A seasonal Employee shall be paid his/her applicable vacation pay;
  - i) on each cheque, or
  - ii) on a separate cheque pursuant to Article 5:01 on the first pay date prior to September 1 in each year. The remainder of the seasonal Employee's vacation pay shall be paid to him/her at the end of his/her season.
- (C) A student shall be paid his/her applicable vacation pay on a separate cheque pursuant to Article 5:01 within two (2) days of his/her last day of work prior to returning to school.

**5:06**

When an Employee's employment is terminated, for any cause whatsoever, s/he shall receive vacation pay in lieu of vacation in accordance with Section 5:01 (a), (b) and (c) above, whichever is applicable to his/her length of service.

**5:07**

The following General Holidays shall be recognized by the Employer:

|                |                  |                 |
|----------------|------------------|-----------------|
| New Year's Day | BC Day           | Remembrance Day |
| Good Friday    | Labour Day       | Christmas Day   |
| Victoria Day   | Thanksgiving Day | Boxing Day      |
| Canada Day     |                  |                 |

**5:08**

An Employee shall be entitled to statutory holiday pay provided s/he has worked ten (10) days in the month prior to the statutory holiday and is available for work on the days prior to and following the statutory holiday.

**5:09**

Any day declared as a General Holiday by the provincial government shall be observed as if it were included in the above list.

**5:10**

In the event of a General Holiday or proclaimed holiday falling on the Employee's regular day off, such Employee shall receive:

- (a) another day off with pay; or
- (b) another day's wages as may be mutually agreed to by the parties.

**5:11**

Employees who qualify may indicate to the Employer, previous to Good Friday, their desire to stack the General Holidays of Good Friday, Victoria Day, Canada Day, Labour Day, BC Day and Thanksgiving Day. Employees who do desire to stack these General Holidays shall be entitled to have the time off, with their full regular pay, during the period between November 1 and March 15. The time off shall be taken in one of the two (2) following manners, as chosen by the Employee:

- (a) Six (6) consecutive working days; or
- (b) Five (5) consecutive working days, with the sixth (6th) to be taken sometime during the above stated period.

The actual timing of the time off shall be agreed to between the Employer and the Employee.

**ARTICLE 6:00 SENIORITY**

**6:01**

- (A) Subject to Article 6:02, 6:03 and 6:06 seniority, as used in this Agreement, shall mean the length of continuous employment of an Employee with the Employer calculated by the number of days actually worked by the Employee.
  
- (B) Seniority shall be dated from the commencement of employment. An Employee may be required to serve a probationary period of ninety (90) calendar days within a six (6) month period. An Employee with less than ninety (90) calendar days shall have no seniority.

**6:02**

Seniority shall be accumulated during a leave of absence granted by the Employer for a period of sixty (60) continuous calendar days or less. This protection period may be extended by mutual agreement between the parties.

**6:03**

Seniority shall be accumulated when an Employee is absent due to illness or injury for thirty (30) continuous weeks or less. The Employer may require the Employee to present a doctor's certificate as evidence of such illness or injury, and the period of protection may be extended by mutual agreement between the parties.

**6:04**

Seniority shall be accumulated when an Employee is absent due to a compensable injury received on the job.

**6:05**

That Employees be given at least two (2) weeks written notification of lay off.

In the event of lay-offs taking place due to reduction of the working force, such reduction shall be made on the basis of seniority, ability and job requirements. Seniority shall be given equal consideration with each of the other factors.

**6:06**

An Employee shall not accumulate seniority during layoff. An Employee whose layoff exceeds seven (7) calendar months shall lose all seniority.

**6:07**

An Employee who has been laid off in accordance with Section 6.05 above, shall be recalled in reverse order of layoff provided always that the senior Employee has the ability to perform the work in question and is willing to perform such work. An Employee who has been laid off and fails to return to work after receiving seventy-two (72) hours notice, shall lose all seniority.

**6:08**

A seniority list shall be provided to the Union within fifteen (15) days from January 1st to July 1st of each year. The seniority list shall include an Employees new address and telephone number once the Employee provides the Employer with this information.

**ARTICLE 7:00 SAFETY**

**7:01**

The Employer shall supply the necessary protective clothing required by law. In addition, the Employer shall supply coveralls for the use of any mechanic who may request it. The Employer shall supply rain gear, and the Employer shall provide to each Employee one (1) pair of rubber boots during the life of this Collective Agreement. The Employees to whom protective clothing or coveralls are issued shall be held financially responsible for abuse of such specified articles or their non-return. It is the responsibility of the Employer to ensure that protective clothing or coveralls supplied are in a useable and satisfactory condition.

Replacement protective clothing and coveralls shall be provided when the Employee provides the Employer with the worn out protective clothing.

**7:02**

An Employee who is required to leave work as a result of a work related injury accepted as being compensable by the Workers Compensation Board, shall be paid for the remainder of the Employees scheduled shift for that day at his/her regular rate of pay.

**7:03**

Employees will not be required to provide their own tools.

**7:04**

The Employer shall maintain proper modern and safety devices as ordered by the Workers' Compensation Board, from time to time, and no Employee shall be required to perform any work in a manner which could be a hazard to his/her personal safety and well being.

**7:05**

If an Employee is required by the Employer to hold a valid Survival First Aid Certificate under the Workers' Compensation Act, then the employee shall be paid, in addition to his/her regular rate of pay, seventy-five (75¢) cents per hour when the Employee is designated the responsibility for First Aid at the Employer's operation.

**ARTICLE 8:00 HEALTH AND WELFARE**

**8:01**

(A) All Employees, except students, shall be covered by the Health and Welfare Plan, which shall be provided by the Union for the benefit of the Employees covered by this Agreement.

- i) Effective March 1, 2006 the contributions to the Health and Welfare Plan shall be one dollar and ninety-five (\$1.95) cents per hour worked by each Employee, except students. The Employer shall contribute one dollar and thirty-seven and a half (\$1.37½) cents per hour worked and the Employees shall pay fifty-seven and a half (57½¢) cents per hour worked.
- ii) Effective January 1, 2007 the contributions to the Health and Welfare Plan shall be two (\$2.00) dollars per hour worked by each Employee, except

students. The Employer shall contribute one dollar and forty (\$1.40) cents per hour worked and the Employees shall pay sixty (60¢) cents per hour worked.

iii) Effective January 1, 2008 the contributions to the Health and Welfare Plan shall be two dollars and five (\$2.05) cents per hour worked by each Employee, except students. The Employer shall contribute one dollar and forty two and a half (\$1.42½) cents per hour worked and the Employees shall pay sixty two and a half (62½¢) cents per hour worked.

(B) The Employer shall pay for the Employee's Medical Services Plan (MSP) / BC Medical. This will go into effect on March 1, 2006.

**8:02**

If the Employer does not remit dues, fees and assessments as outlined in this agreement, the Union may take action to collect remittances including the collection of interest. The interest rate to be twenty (20%) percent of the amount outstanding.

**8:03**

For the purposes of Article 8:01 above, an Employee is entitled to receive a General Holiday with pay, shall have those paid hours included as "hours worked".

**8:04**

It shall be recognized that the Employees contribution will be credited to a portion of the Health and Welfare Plan in a manner that is most tax effective for the Employees.

The hours contributed shall be all hours worked by the Employee in the calendar month of payment.

The Employer shall submit contributions to Service Employees International Union, Local 244, acting on behalf of the Health and Welfare Plan, not later than the tenth (10th) of the month following the month for which payment is being made. The Union shall advise the Employer in writing of any change it makes in the Administrator of the Health and Welfare Plan.

**8:05**

The Union shall provide the Employer with an annual financial statement of the Health and Welfare Plan and such other information as may be requested by the Employer.

**8:06**

Any Employee who has worked for his club for at last two (2) seasons without loss of seniority, shall commence to accumulate sick leave at the rate of one (1) day per month to a maximum of six (6) days. These sick days carry over from year to year.

**8:07**

All Employees shall be compensated for one (1) day off due to illness to a maximum of six (6) days in one (1) year. Seasonal Employees, upon the commencement of their second season shall be entitled to two (2) sick days for that season and each season thereafter that the individual remains a student.

**8:08**

The Employer shall be responsible for completing all medical forms as requested by the carrier of the Health and Welfare plan.

## **ARTICLE 9:00 DETERMINATION OF GRIEVANCE DISPUTES**

### **9:01**

Grievances which may arise during the life of this Agreement shall be promptly discussed and the parties hereto shall diligently cooperate in an effort to adjust such grievances at the earliest possible time.

### **9:02**

The grievances shall be filed with the Employer, in writing, within fourteen (14) days of occurrence. All time limits in filing and advancing grievances are mandatory and failure to file a grievance or advance it in the prescribed time shall result in the grievance being deemed to be abandoned, provided that entitlements may be extended by mutual agreement. The procedure for adjusting all grievances is as follows:

- (a) By discussion between the Employee and the Foreman concerned.
- (b) Failing to reach agreement by the above, the grievance shall then be discussed by the Employee, Shop Steward (if one is appointed) and the Superintendent.
- (c) Failing to reach agreement by (a) or (b) above, the grievance shall then be discussed by the Employee, and officer of the Union and the Employer.
- (d) Any alteration due to the grievance being satisfactorily settled shall date from the time of filing same.
- (e) Failure to agree on any point at issue may warrant recourse to formal means of arbitration pursuant to the following:

### **9:03**

- (a) Any grievance or any other dispute between the Employer and the Union involving the interpretation, application, operation or any alleged violation of this Agreement may be referred by either party to arbitration.
- (b) If the grievance is not solved by negotiations between the Employer and the Union within thirty (30) calendar days after negotiations have broken off either party may request, in writing, that the grievance be submitted to arbitration. If such a request is made, an Arbitration Board consisting of one (1) representative selected by the Employer and one (1) representative selected by the Union shall be appointed within five (5) days after written request has been received. If either party fails to appoint or select its representative within the time specified herein, either party may appeal to the Labour Relations Board of British Columbia to make the appointment.

The two (2) arbitrators selected shall meet immediately after appointment and select a Chairman of the Arbitration Board. If they are unable to agree upon the selection of a Chairman within twenty-four (24) hours, they shall then request the Minister of Labour to make the appointment.

- (c) The Arbitration Board shall not have the power to change, modify, extend or amend this Agreement or to award costs or damages against either party, but it shall have power to order, if it deems proper, that any Employee who has been wrongfully suspended, discharged, or otherwise disciplined, shall be reinstated without loss of pay and with any other benefits under this Agreement s/he may have lost. A

majority decision of the Board shall constitute the award.

- (d) Each party shall pay its own costs and fees and the expenses of its representative and witnesses. The fees and expenses of the Chairman shall be shared equally between the parties.
- (e) In the event of an Arbitration Board being appointed, it shall be requested to hand down its decision within ten (10) days or as soon thereafter as conveniently may be arranged.
- (f) By mutual agreement the Union and the Employer may select a single arbitrator to resolve the dispute in accordance with Article 9:00 of the Collective Agreement. Failing to agree on a single arbitrator, the provisions of a three (3) person Board will apply.

#### **9:04**

#### **EXPEDITED ARBITRATION**

- (i) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
- (ii) The outcome will be binding on the parties.
- (iii) All costs will be born as follows: The Employer will pay half the costs and the Union will pay half the costs of the arbitration.
- (iv) The procedure may be used after the steps in Article 9:03 have been completed.
- (v) No Legal counsel will be used by either party. The Union will use elected Officers or Business Representatives. The Employer will use Employees of their Industrial Relations Division.
- (vi) The number of cases to be heard at any given time will not exceed three (3).
- (vii) The parties or their Representative will try to get an agreed statement of facts for presentation to the Arbitrator.
- (viii) Wherever possible the Arbitrator will attempt to mediate a settlement between the parties.
- (ix) In such case that the Arbitrator must write a decision, such decision shall be brief and to the point.
- (x) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
- (xi) General Rules of evidence will be waived except for the rule of "onus" subject to the requirements of B (ii).

#### **(B) PROCEDURE GUIDELINES**

- (i) The Opening Statement: This should basically set out the case from each party's perspective. The Arbitrator will aggressively seek at this point to define the issue

and to determine what evidence is agreed to and what is not.

- (ii) The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
- (iii) The Argument: As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, Etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by the parties to ensure that all relevant clauses are put before the Arbitrator.
- (iv) Mediation: The Parties must accept some responsibility at this stage to assist the Arbitrator in assessing the evidence before him. Specifically, if the Parties can assist in assessing credibility and/or contradictory evidence, they should do so.
- (v) The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with the Parties to explain the framework of his decision, the parties are provided with an opportunity to influence the exact terms of resolution. With the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

## **9:05**

All letters of discipline that an Employee receives shall be removed from his/her personnel file two years after the occurrence, provided that there are no further incidents in that time period.

## **ARTICLE 10:00     GENERAL**

### **10:01**

An Employee is entitled to the following playing and Clubhouse privileges:

- (a) Golfing is permitted, provided that the Employee cannot book times in advance and cannot golf when to do so would be in conflict with scheduled events. It is understood that playing times shall not conflict with members' play or the play of individuals who pay green fees.
- (b) Employees shall have the use of the restaurant and the Clubhouse, subject to all dress code requirements and all rules of general application to the membership. Employees shall not be entitled to run a tab at the Clubhouse.

**10:02**

No Employee shall be required, and no Employee shall make any agreement with the Employer contrary to the terms of this Agreement.

**10:03**

The business representative(s) of the Union shall have access to the Employer's establishment during working hours provided that any visits are previously arranged with the Employer or its nominee, and such visits shall concern the terms of this agreement. Meetings with members of the bargaining unit shall not occur during working hours, including paid break periods, except in the case of grievance meetings at which a representative of the Employer is present. It is understood that meetings with members of the bargaining unit may take place at lunch break.

**10:04**

- (a) In the case of death in the "Immediate Family" of a non-probationary Employee, the Employer shall grant, upon notification by the Employee, a leave of absence of three (3) days. Where an Employee has taken leave of absence pursuant to this provision, s/he will be paid for two days of the absence. Two additional days off with pay shall be granted if travel out of the area is required.
- (b) "Immediate Family" shall mean Mother, Father, Spouse, Child, Brother, Sister, Mother-in-Law, Father-in-Law, Grandparent and an unborn child. For the purpose of this provision, a "spouse" shall include a person designated as a common-law spouse, provided the Employee makes such a designation in writing filed with the Employer. The written declaration shall state that the Employee had resided continuously with his/her common-law spouse for at least twelve (12) months and that the common-law spouse has been publicly represented as the spouse of the Employee.

**10:05**

Where an Employee is required to use his/her own private vehicle by the Employer, the Employee shall be paid a flat rate of seven dollars (\$7.00) for use of the vehicle for a round-trip to Chilliwack. In all other cases, a mileage allowance shall be thirty-five (35¢) cents for every kilometre or portion thereof travelled while on the Employer's business.

**10:06**

- (a) Where the Employer approves a course recognized by the B.C.G.S.A. which is directly related to the improvement of job related skills, such Employer shall, upon

receiving certification the Employee has completed such course successfully, pay the cost of the course and shall reimburse the Employee at his regular rate of pay for any hours spent taking the course during which the Employee would otherwise have been working where the Employer has requested the Employee to take the course.

- (b) The two (2) courses commonly approved for Groundspersons are:
  - (i) The BC Ministry of the Environments Pesticide Application Certificate,
  - (ii) The Kwantlen College, Basic Turf Management Course.

**10:07**

An Employee shall be paid a premium of two dollars and fifty cents (\$2.50) per hour over his/her regular rate of pay for any hours spent applying pesticides on or around the golf course in connection with employment. Such premium shall not apply to fertilizers.

**10:08**

- (A) The provisions of the Employment Standards Act of British Columbia in respect of Parental Leave shall apply to this Collective Agreement.
- (B) Where leave from work is required, a non probationary Employee shall be entitled, after notifying the Employer, to a leave of absence of one (1) day, without loss of regular pay, on the occasion of:
  - (i) the birth of the Employees child,
  - (ii) the adoption of a child under the age of ten (10) by the Employee. The Employer may require the Employee to furnish proof of adoption.

**10:09**

All new Employees shall be on probation for their first ninety (90) working days from the date of their hire by the Employer. The purpose of the probationary period is to determine, in the Employer's opinion, the suitability of the Employee for continued employment.

**10:10**

It is agreed by the Union that there shall be no strikes or other interruptions of work during the term of this Agreement. It is agreed by the Employer that there shall be no lockouts during the term of this Agreement.

**10:11**

The Employer has the right to discipline an Employee who engages in conduct of sexual harassment up to and including termination.

**10:12**

- (a) Subject to the operational requirements of the Employer, a non-probationary Employee shall be entitled to leave of absence from work without pay, to attend to Union business.
  
- (b) A Shop-Steward who is required to meet with a representative of the Employer in order to deal with a grievance pursuant to Article 9:02 (b) shall be entitled to leave his/her duties without loss of pay during his/her regular working hours. The timing of the meeting shall be mutually agreed upon between the Shop Steward and the Employer's representative.

**10:13**

Any Employee may initiate a complaint to the Human Rights Council of British Columbia if s/he believes that the Employer has acted towards him/her in a manner contrary to the provisions of the Human Rights Act.

**10:14**

It is recognized that some Groundsperson jobs are more desirable than others. Subject to availability of competent personnel, management will endeavour as much as possible to assign the less desirable jobs to the less senior Employees.

**10:15**

Golf course superintendents and assistant superintendents shall not perform work carried out by members of the bargaining unit if such work will result in the layoff of a member of the bargaining unit. It is agreed that the current work carried out by excluded personnel is not a violation of this Collective Agreement.

**10:16**

Refusal to cross a legally established picket line shall not constitute cause for discipline or dismissal. An Employee who refuses to cross a legally established picket line shall be considered absent without pay. This language applies only to the Employees who are covered by this Collective Agreement.

**10:17**

Copies of all discipline letters shall be sent to the Union.

All letters of discipline shall provide an Employee with the option of accepting or

disagreeing with the discipline which shall be indicated by the Employee's signature.

**10:18**

All negotiations shall be conducted during the Employer's normal business hours.

**ARTICLE 11:00      TERMINATION OF EMPLOYMENT**

**11:01**

Nothing in this Agreement shall affect the right of the Employer to terminate the employment of any Employee for cause. The Union reserves the right to request, in writing the reason for the termination of employment of any Employee, and the Employer shall comply with such request forthwith.

**11:02**

Any Employee whose employment is terminated as a result of a technological change, as defined in the Labour Relations Code of British Columbia, shall be entitled to receive severance pay in an amount equivalent to that set out in Section 42 (1) of the Employment Standards Act of British Columbia, as may be amended from time to time.

**ARTICLE 12:00      CLASSIFICATIONS, WAGE RATES AND PAYMENT OF WAGES**

**12:01**

|                              | <b>NOV. 1</b> |                        |
|------------------------------|---------------|------------------------|
|                              | <b>2006</b>   | <b>NOV. 1<br/>2007</b> |
| Students                     | \$11.59       |                        |
|                              | \$11.88       |                        |
| Grounds/Greenskeeper         |               |                        |
| Start Rate                   | 16.89         | 17.31                  |
| 4 Yrs. Accumulated Seniority | 18.20         |                        |
|                              | 18.66         |                        |
| Gardener                     | 14.25         | 14.61                  |

|              |       |       |
|--------------|-------|-------|
| Lead hand    | 22.21 | 22.77 |
| Lead Hand II | 18.55 | 19.01 |
| Mechanic     | 22.21 | 22.77 |

NOTES:

1. Seniority accumulates for any Employees working in excess of five (5) months per year.
2. A student is a person who is attending a recognized Canadian educational institution on a full-time basis and whose anticipated period of work for the Employer will be during regular summer break months for school students.

**12:02**

Each Employee shall be paid every second Friday. If pay day falls on a General Holiday or a non business day, wages shall be paid the previous day. Wages shall be paid during working hours.

**12:03**

- (a) Any person who is specifically asked by the Employer to direct the work of one or more Employees on a job shall have Lead hand status while so employed and while s/he is performing Lead hand duties shall be paid forty-five (45¢) cents per hour above his/her regular rate.
- (b) Lead hands are expected to perform work themselves while engaged in Lead hand duties.
- (c) Such Lead hand rates shall not be paid for less than four (4) hours and if the time involved is more than four (4) hours in any one (1) day, for less than eight (8) hours in the day.

**12:04**

In the event an Employee is asked to assume the duties of Superintendent during a temporary absence of the regular Superintendent, the Employee shall remain a member of the bargaining unit and shall be paid an additional fifty (50¢) cents per hour above his/her regular rate of pay. This payment shall be applicable in the event that the temporary assignment is for a period of three (3) days or more.

**12:05**

The application of the terms of this Agreement shall not have the effect of reducing any Employee's wage rate in force at the time of its execution. The wage rates stated above shall be considered a minimum and shall not preclude the payment of a higher wage rate to any classification at the discretion of the Employer.

**12:06**

In the event the Employer hires Employees who come within the scope of this Agreement and for whom a classification is not recited in this Agreement, and for whom a rate is not stated, the classification shall be added to Article 12:01 to this Agreement together with a wage rate, by amendment. If the parties are unable to agree on a wage rate, the matter may be referred to arbitration.

**ARTICLE 13:00**      **MULTI SECTOR PENSION PLAN**

**13:01**

The Employees are to be enrolled in the SEIU, Multi Sector Pension Plan.

- Effective November 1, 2006 the Employer shall contribute on behalf of each Employee for each pay period, two (2%) percent of applicable wages towards the Union pension plan. The Employees shall also contribute for each pay period, two (2%) percent of applicable wages towards the Union pension plan.
- Applicable wages means the basic straight time wages for all hours worked and in addition:
  - (k) the straight time component of hours worked on a holiday;
  - (b) holiday pay for the hours not worked; and
  - (c) vacation pay

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

**ARTICLE 14:00 DEFINITION**

**14:01**

Wherever used in the Collective Agreement, the terms "working day" or "day actually worked" or similar expression shall be defined as meaning a day where the Employee actually attended at work for a period of four (4) hours or greater, provided that the Employee worked or was available to work the full, scheduled shift. The definition of days actually worked shall also include vacation time, Workers Compensation claims, sick days, Union leave, overtime days and days worked as a student. Notwithstanding the above, and Employee who is entitled to receive a general holiday with pay shall have that day included as a "working day" or "day actually worked".

**ARTICLE 15:00 LIFE OF AGREEMENT, TERMINATION AND RENEWAL**

**15:01**

This Agreement shall become effective as of the first (1st) day of November, 2005 and shall remain in full force and effect until the thirty-first (31st) day of October, 2008 and until each first (1st) day of November thereafter unless written notice to commence negotiations for a new Agreement to supersede this Agreement is served by either party to the other party within four (4) months prior to the thirty-first day (31st) day of October, 2008 or the thirty-first (31st) day of October in any year thereafter.

**15:02**

In the event that one (1) party serves notice on the other party to commence negotiations for a new Collective Agreement, all provisions of this Agreement shall remain in full force and effect until:

- (a) The Union commences a legal strike or issues strike notice; or
- (b) The Employer commences a legal lock-out or issues lock-out notice; or
- (c) the parties execute a new Collective Agreement, whichever is earliest.

**15:03**

In the event of notice, the party tendering same shall list the clauses in which modification or change is desired. Negotiations shall commence as quickly as possible following receipt of notice of termination and the list of modifications. Neither party shall be bound by the list of clauses presented for modification or change.

**SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.**

**FOR THE EMPLOYER:**

**FOR THE UNION:**

**Chilliwack Golf and Country Club**

**Service Employees' International Union,  
Local 244**

\_\_\_\_\_  
**Kevin Davies  
Committee Member**

\_\_\_\_\_  
**Mike Grosart  
Committee Member**

**Rob Cummings  
Director of Golf**

\_\_\_\_\_  
**Roger F. Fitzpatrick  
Business Agent**

**CHILLIWACK GOLF & COUNTRY CLUB**

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**2005 - 2008**