

Memorandum of Agreement

By and Between:

CUPE Local 2587 (The Union)

And

Kamloops Golf & Country Club Ltd. (The Employer)

The parties agree to recommend to their respected principals, the following as a complete renewal of their collective agreement:

1. Article 9.01 (i) – amended as proposed by Union.
 - Remove last sentence, as it is a repeat sentence.
2. Article 19.04 – amended as proposed by Union.
 - Delete “...effective January 1, 1996.”
 - Add after years, the word “service” to each line.
3. Article 21.03 – amended as proposed by Union.
 - Delete “... and effective November 2002,”
4. New L.O.U as proposed by employer:
 - (a) The parties agree that the current incumbent in the mechanic’s classification will be paid on an annual salary basis.
 - (b) The Operations Manager may alter this payroll arrangement after so advising the incumbent.
5. Insert into Schedule A :

“The position of Beverage Cart and Labourer shall be \$10.00 per hour for the duration of this agreement.”
6. Article 23.01 (c) – propose a four year agreement.

7. Wages / Benefits

- **November 1, 2005** –

Option A - 2.5 % on outside; 2.5 % lump sum inside

OR SUBSTITUTE

Option B - Dental Benefits

1. The dental plan will be available to employees with three or more years of completed service as a full time employee or the equivalent part time service. Target implementation will be April 1, 2006.

2. The plan shall include:

Plan A- 100%
Plan B- 100%
Plan C- 50% (Family Only)
Maximum -\$ 2,000 / year per person

3. Estimated costs in 2006:

70% of the premiums will be paid by the Employer and 30% will be paid by the Employee.

Single - \$ 41.56 / month
(Employees portion of 30 % is equal to approximately \$12.47 / month)

Family - \$114.73 / month
(Employees portion of 30 % is equal to approximately \$34.42 / month)

- **November 1, 2006** – 2 % on outside; 2 % lump sum inside
- **November 1, 2007** – 2 % on outside; 2 % lump sum inside
- **November 1, 2008** – 2 % on outside; 2 % on inside

Bookkeeper position shall be entitled to general wage increases.

8. New Article 23.02 as follows:

“All employees shall have the option to enroll in these plans if they work a minimum of 20 hours per week on a regular basis for a majority of the season.”

9. New L.O.U. on Clubhouse Operations as follows:

Letter of Understanding

By and Between:

CUPE Local 2587 (The Union)

And

Kamloops Golf & Country Club Ltd. (The Employer)

Re: Clubhouse Operation

The parties recognize that the operation of the Clubhouse at KGCC is not presently viable and that closure and loss of employment may result. Accordingly, and with a view to returning the Clubhouse to profitability, the parties agree to the following trial re-organization:

1. The Employer and Union agree to a trial re-organization commencing January 1, 2006 and continuing until such time as either party gives 30 days written notice to cancel this Letter of Understanding;
2. For such time as the trial re-organization is maintained, the employer agrees that there will not be an excluded Clubhouse Manager but that two bargaining staff may be appointed (and can decline without penalty) to receive a lead hand premium by the Operations Manager. Appointments shall ideally be one from the Kitchen and one from the Wait staff;
3. Those so delegated shall report to the Operations Manager and shall receive a Lead Hand premium of \$3.00 per hour above their classified rate when they supervise 1 or more staff. Such premiums shall not be compounded in instances of overtime. In the second and subsequent seasons, the premium shall be \$5.00 per hour;
4. a) Lead Hands will normally be full time employees and will ensure that their own schedules are coordinated to ensure supervisory coverage. In addition, where either or both employees so designated are absent, no other employee can assume or will be appointed to receive the premium;

b) Lead Hands will be responsible for scheduling all staff not only to minimize costs but also to maximize service. For example, to avoid duplicating or overlapping shifts and in order to cut costs, it will be necessary for staff to perform duties and to be paid outside their classification. Where efficient scheduling cannot be achieved because of Article 14.01 (b) then the parties agree that Article 14.01 (b) will be suspended during the trial re – organization.

c) Prior to December 1, 2005, Lead Hands will prepare a draft staff schedule to be reviewed by the Operations Manager addressing the concerns related to staffing requirements in 2006 in shoulder seasons as well as in the peak season;

5. Those designated to receive the Lead Hand premium will have the further responsibility to supervise all clubhouse staff and will have the obligation to recommend to the Operations Manager any issues regarding hiring or requiring discipline, such as attendance, poor work performance, etc.;
6. Those designated to receive the Lead Hand premium will be required to order supplies and to ensure that service and quality within the Clubhouse are maintained and improved;
7. Both parties undertake to make an earnest effort during this trial re-organization period to return the Clubhouse to profitability. However, this L.O.U. does not preempt the right of the Employer to alter or curtail in whole or in part the operation and management structure of the Clubhouse.