

COLLECTIVE AGREEMENT

between

Mackenzie Golf & Country Club

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3706-01**

April 1, 2006 to March 31, 2009

TABLE OF CONTENTS

ARTICLE 1 - UNION RECOGNITION.....	1
ARTICLE 2 – EMPLOYER’S RIGHTS.....	2
ARTICLE 3 – CHECK OFF.....	3
ARTICLE 4 – UNION TIME OFF.....	4
ARTICLE 5 – HOURS OF WORK.....	5
ARTICLE 6 - WAGES.....	6
ARTICLE 7 - OVERTIME.....	7
ARTICLE 8 - STATUTORY HOLIDAYS.....	8
ARTICLE 9 - ANNUAL VACATIONS.....	9
ARTICLE 10 – LEAVE OF ABSENCE.....	10
ARTICLE 11 - JOINT SAFETY COMMITTEE.....	11
ARTICLE 12 - SENIORITY.....	12
ARTICLE 13 - GRIEVANCE PROCEDURE.....	13
ARTICLE 14 - TECHNOLOGICAL CHANGE.....	15
ARTICLE 15 – LAY-OFF AND RECALL.....	16
ARTICLE 16 – CLASSIFICATIONS & JOB DESCRIPTIONS.....	17
ARTICLE 17 – GENERAL PROVISIONS.....	18
ARTICLE 18 – POSTING AND STAFFING.....	19
ARTICLE 19 - TERM OF AGREEMENT.....	20
SCHEDULE "A".....	21
SCHEDULE "B".....	22
SCHEDULE "C".....	23
SCHEDULE "D".....	24
LETTER OF UNDERSTANDING #2.....	25

ARTICLE 1 - UNION RECOGNITION

1.01 The Club recognizes the Union as the exclusive bargaining agency for the purpose of conducting collective bargaining on all matters pertaining to rates of pay, hours of work; and working conditions, as long as the Union retains the rights to conduct collective bargaining on behalf of the employees in the maintenance and upkeep of the Club Facilities (hereinafter referred to as the "employees") under the provisions of the Labour Code of British Columbia Act.

1.02 The Club agrees that there shall be no intimidation or harassment against any employee.

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, creed, age, sex, colour, national origin, political or religious affiliation, or place of residence, nor by reason of his membership or activity in the Union or for any other reason prohibited by the Human Rights Act.

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.

1.03 The Union agrees that neither it, nor any of its representatives, nor any employee, shall in any way authorize, encourage, or participate in any strike, walkout, suspension of work, or slowdown on the part of any employee or group of employees for the duration of the life of the Agreement; and the Club agrees that there shall be no lockout of members of the Union during the life of the Agreement.

1.04 The Employer agrees that the Union shall have the right to maintain a bulletin board in a conspicuous and convenient place, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union, and further provided that each such notice shall be signed by the Officer or member authorizing or posting the same.

1.05 A Labour-Management Committee shall be established consisting of one (1) representative of the Local 3706-01, and one (1) representative of the Employer as agreed upon by the executive of the Mackenzie Golf and Country Club. Time lost from work by the representative of Local 3706-01 will be paid for by the Club. This Committee shall meet regularly on a monthly basis or as needed. The Committee shall enjoy the full support of both parties in the interests of improved services to the public and job security for the employees within the bargaining unit. Meetings of the Committee shall be held within working hours not to exceed four (4) hours in a period of 30 days. The representatives of the Committee do not have the authority to negotiate or alter any terms of the Collective Agreement.

ARTICLE 2 – EMPLOYER’S RIGHTS

- 2.01 The Union recognizes the right of the Club to operate and manage the business of the Club in all respects, in accordance with its commitments and responsibilities, and to make and alter from time-to-time, as the necessity arises, policies and regulations to be observed by the employees, which policies and regulations shall not be inconsistent with the provisions of this Agreement.
- 2.02 The Club shall always have the right to hire, to discipline, demote and discharge employees for proper cause, and to retire an employee at the age of 65. The selection of supervisory staff shall be entirely a matter for the Club’s decision.
- 2.03 The Club will not use volunteers to do work that is normally done by the bargaining unit personnel in the maintenance of the golf course, when employees who have gained seniority are on lay-off. The Club will reserve the right to use volunteers or donation of labour for special projects approved by the Executive of the Mackenzie Golf & country club. Written notice of such projects will be given to Local 3706-01.
- 2.04 The Union agrees that the management and control of the Employers business and the direction and control of the Employers 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 the Agreement.
- 2.05 Employment of Summer Students – See Schedule “B”.

ARTICLE 3 – CHECK OFF

- 3.01 The Golf Club shall, during the life of this agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each calendar month to each employee, and remit the same to the financial secretary of the Union in the month following the month in which said deductions are made.
- 3.02 The Employer will, at the time of making dues remittances to the Union, enclose a list of such employee's name, address, full or part-time, male or female. At the same time that the Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year, from whose pay cheques deductions are made.

ARTICLE 4 – UNION TIME OFF

- 4.01 The Club agrees that the Union shall have the right to appoint or elect a Union Steward, and time spent in investigating and settling disputes by the Union Steward shall be considered as time worked with permission being obtained from the Course Manager prior to proceeding with the grievance and provided that the Steward shall sign a time statement or form which sets out the purpose, and such time is recorded, which time shall not exceed the total of four (4) working hours in any one month. The Union agrees to forward the name of the Steward in the employ of the Club, and of replacement, if any.
- 4.02 Bargaining representatives in the employ of the Club shall have the privilege of attending collective bargaining meetings, if held during regular working hours, without loss of remuneration.
- 4.03 The Club agrees to provide time off with pay during the working day to officers of the Union in the employment of the Club for union proposes, provided:
- (a) that the Course Manager is provided with forty-eight (48) hours written notice;
 - (b) that such time off does not exceed a total of eight (8) hours per week;
 - (c) that the Union reimburse the Club for wages paid to said Union Officers during such leaves of absence.

ARTICLE 5 – HOURS OF WORK

- 5.01 The regular workweek shall consist of up to forty (40) hours per week. The regular working week schedule, together with the hours of work, will be provided to the employees twenty-one (21) days in advance, exception being the beginning of the season. Any such schedule shall provide for two (2) consecutive days off where possible. In the event of Club Sanctioned tournaments, if the work schedule can not provide two (2) consecutive days off the second (2nd) day off in the week will be determined by mutual agreement.
- 5.02 Rest Periods - full time employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day - one (1) rest period in the first half of a shift and one (1) rest period in the second half of the shift. Employees are encouraged to take their rest periods on the job site where practicable and safe. After working at least four (4) hours in a row, an employee is entitled to a one-half (1/2) hour unpaid meal break.
- 5.03 Shift start times will be established and adjusted to reflect golf course conditions and time of year.

ARTICLE 6 - WAGES

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

The Club shall pay wages in accordance with Schedule "A" and such wages will be paid every second Thursday throughout the Club's operational year.

6.02 An employee designated as the Lead hand by the Course Manager who is assigned to direct the work of other employees shall be paid a premium of one dollar (\$1.00) per hour over and above the regular rate for such time he performs the duties of a Lead hand.

6.03 An employee is entitled to be paid for a minimum of two (2) hours at the regular wage, if the employee starts work and the work is suspended for a reason completely beyond the Employers control, including unsuitable weather conditions.

6.04 An employee brought out to work at any time other than his regular shift shall be paid for a minimum of three (3) hours at straight time or actual hours worked at the applicable overtime rate, whichever is greater. The rate of pay shall be based on the employee's regular rate of pay.

ARTICLE 7 - OVERTIME

7.01 All employees covered by Schedule "A" shall be paid time and one-half (1 ½ X) for all hours worked in excess of eight (8) hours in any one day. Weekly overtime is time and one half (1 ½ X) after forty (40) hours worked in a week. All overtime worked shall be voluntary, with the understanding that the work declined may be assigned to others outside the bargaining unit.

This clause does not pertain to Statutory Holidays.

7.02 The Club agrees to divide overtime work on weekdays, weekends and Statutory Holidays equally among those employees who are willing to work overtime and who are qualified to perform the work which is available.

ARTICLE 8 - STATUTORY HOLIDAYS

8.01 An employee shall receive pay for Statutory Holidays after he has qualified by working 15 calendar days in each season of employment and provided that he works the scheduled day previous to such statutory holiday and his scheduled day following said statutory holiday at a rate of pay received by him on the scheduled day prior to such statutory holiday. In the event of illness or accident occurring prior to or on the scheduled day following the statutory holiday and providing such occurs during the course of time employed, the employee, when requested shall present his Course Manager with a certificate, from a doctor licensed to practice medicine, substantiating the illness or accident at the expense of the Employer.

8.02 The recognized Statutory Holidays in the operating season shall be as follows:

Good Friday	Victoria Day
Canada Day	BC Day
Labour Day	Thanksgiving

And any other day proclaimed by provincial, federal or municipal governments. No employee is entitled to Statutory Pay for any such holiday that occurs while the employee is on layoff.

8.03 An employee who is scheduled to work on one of the above paid holidays shall be paid at the rate of time and one half (1 ½X) plus an alternate day off with pay. This alternate day may be banked or be scheduled time off if scheduled a mutually agreed upon time with a minimum of one (1) week notice and taken within thirty (30) calendar days of the statutory holiday. If the employee decides to bank the alternate day then they will be paid out for all banked time at the end of the season.

8.04 When any of the above noted paid holidays fall on an employee's scheduled day off, the employees shall receive an alternate day off with pay at a time convenient to the employee and the Employer.

ARTICLE 9 - ANNUAL VACATIONS

9.01 Effective April 1, 2006, vacation entitlement will be paid based on gross earnings to be paid on each and every pay cheque the following rates:

Regular employees – first 4 years – 4%

Regular employees – 5th and following years 6%

Existing employees will receive 6%

ARTICLE 10 – LEAVE OF ABSENCE

- 10.01 a) An employee is entitled to up to three (3) days of paid leave on the death of a member of the employee's immediate family. Members of the employee's immediate family are defined as the employee's spouse, mother, father, sons, daughters, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, and common-law spouse (as defined by Revenue Canada). Granting of bereavement leave for relatives or dependants other than those described shall be at the discretion of the Club. Stepmother and Stepfather shall be deemed as mother and father.

In addition, if the employee is notified of the death while at work, he shall be excused from work and paid for hours worked. The balance of that working shift and such time will not be charged against the three (3) days of leave.

- b) Parental/Maternity Leave, Jury Duty and Court Witness Leave shall be in accordance with the Employment Standards Act of B.C.

ARTICLE 11 - JOINT SAFETY COMMITTEE

- 11.01 A Joint Safety Committee shall be maintained, such committee to be composed of one (1) management representative and one (1) employee appointed by the Union. Meetings of the Committee shall be held within working hours and the employee representative will be paid by the Club to a maximum of one (1) hour per meeting.
- 11.02 The Joint Safety Committee shall hold monthly meetings on a designated day, agreeable to the majority, and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- 11.03 Any safety concerns that propose a serious threat must be brought to the immediate attention of the Course Manager in writing with a copy being forwarded to the President of the Mackenzie Golf and Country Club, and dealt with in a timely manner.
- 11.04 All employees will be required to wear at all times the following safety equipment:
1. Hard hats
 2. Safety glasses or shield
 3. Work gloves
 4. High visibility vest
 5. Safety toe boots

It is understood that whenever employees are working with or in close proximity of equipment or machinery that hearing protection must be worn.

It is understood that whenever working conditions warrant the use of long pants and shirts with sleeves that the employees will wear such clothing.

The Club will continue to supply the following work related and safety items

- Hard hats
- Safety glasses or shields
- Work gloves
- Ear plugs
- Rain suit

The club agrees to supply high visibility safety vests and a personal respirator as required.

The Club will pay each regular employee fifty dollars (\$50) every season commencing in 2007, towards the purchase of safety boots.

ARTICLE 12 - SENIORITY

- 12.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the Certification or recognition of the Union. One (1) season of work is equivalent to six (6) months of seniority for vacation purposes.
- 12.02 The Employer shall maintain a Seniority List showing the current classification, the date upon which each employee's service commenced and current accumulated seniority. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date Seniority List shall be sent to the Union and posted on all bulletin boards in May of each year.
- 12.03 Seniority shall be the governing factor in lay-off, recall, promotion and demotion, providing the employee is qualified to do the work.
- 12.04 An Employee absent from his job due to sickness, accident, or an authorized leave of absence, shall, on his return, be reinstated to the job he would have held had he not been so absent. During such absence, his seniority shall accumulate as if he had not been so absent.
- 12.05 An employee shall not lose Seniority Rights if he is absent from work because of Sickness, Disability, Accident, Layoff or Leave of Absence approved by the Employer:

An employee shall only lose his seniority in the event:

- a) He is discharged for just cause and is not reinstated
- b) He fails to return to work within five (5) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness.
- c) An employee who has passed their probationary period and has been on layoff for more than twelve (12) calendar months.
- d) He accepts severance pay in accordance with the Employment Standards Act.

The following employees seniority dates shall be recognized as follows:

Diana Hall – January 1, 1996

Myra Hatton – January 1, 1997

Debra Dunphy – January 1, 1999

- 12.06 If an Employee is absent from work for a period of five (5) working days without sufficient cause and fails to notify the Club and/or communicate with the Club, the employee will have been considered to have abandoned his employment.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 An employee or employees having any grievance with respect to a violation of this agreement, shall have the right to endeavour to reach an amicable settlement of the matter in the following manner:

Stage 1

The employee or employees concerned, with or without their Union Steward in attendance, shall endeavour to settle the dispute with the Course Manager, which shall be stated in writing to him.

Stage 2

Failing a satisfactory settlement within five (5) days after the dispute was submitted under Stage 1, the employee or the Union, with a Steward or officer shall meet with the President of the Club, or his designate and submit the dispute, which shall be stated in writing, to him.

Stage 3

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

13.02 If a satisfactory settlement is not reached within ten (10) days thereafter the Union may, on giving notice in writing to the Club of its intention to do so, refer the grievance or dispute to a Board of Arbitration constituted in accordance with this Article.

13.03 If a dispute is not submitted under Stage 1 within fourteen (14) days of learning of the act or decision giving rise to the dispute, or is not advanced to the next stages within seven (7) days after a decision was made, then the dispute shall be deemed to be abandoned, and all rights of recourse to the dispute procedure shall be at an end. Wherever the word "days" is used in this Article with reference to length of time, they shall mean "working days".

13.04 A Board of Arbitration shall consist of one (1) mutually accepted person who shall act as the Arbitrator. In the event that the Club and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of the Province of British Columbia shall be requested to appoint such person. The decision of the Board of Arbitration with respect to an interpretation or alleged violation of the Agreement shall be final and binding upon the parties, but in no event shall the Board have the power to alter, modify, or amend this Agreement in any respect.

Each party shall pay half (1/2) the expenses of the Arbitrator.

13.05 The procedure for settling disputes set out in this Article shall be strictly adhered to, but where a dispute involves a question of general application, the Club and the Union may agree to bypass stages 1 and 2.

ARTICLE 14 - TECHNOLOGICAL CHANGE

14.01 The Club agrees that if there are any technological changes they will be done in accordance with the provisions of the Labour Code of B.C. Act and where reference is made to years in the Act they shall use seasons.

ARTICLE 15 – LAY-OFF AND RECALL

15.01 In the event that the Club is required to reduce the staffing level, the employees will be laid off in reverse order of their seniority provided that the remaining employees are qualified and have the proven ability to perform the work which remains to be performed. In the event of a lay-off, the Club will provide notice of five (5) working days or pay in lieu of notice. Students will be laid off first.

Recall

The most senior qualified employee will be given the first opportunity to be recalled. The employee will accept the work and report to work within five (5) days or, if the work offered is not of that of the employee's regular position, the employee may decline the work.

Notification

The Union will be notified of all lay-offs and recalls.

15.02 Laid off employees shall be notified by the Course Manager, by registered mail at their last known address, the date and time of which they are able to return to work. And should an Employee fail to return to work within five (5) days of so being notified, he shall lose the right of re-employment.

15.03 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.

ARTICLE 16 – CLASSIFICATIONS & JOB DESCRIPTIONS

16.01 The maintenance crew will consist of the District employee(s) supplied by the District of Mackenzie and will not be a member of this Collective Agreement, the remaining employees and students to be classified as a Grounds Maintenance Worker.

16.02 Job Descriptions as described in Schedule "C" will be reviewed and updated if necessary by the Labour Management Committee. These descriptions shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

ARTICLE 17 – GENERAL PROVISIONS

17.01 Correspondence

All correspondence between the Employer and the Union will be mailed or hand-delivered to the Union Steward. Any correspondence with respect to discipline, recall or layoff will be mailed to C.U.P.E. Local 3706-01 and the representative designated for Local 3706.

17.02 Personnel Records

Letters of Reprimand shall be removed from the employee's personnel file provided there has been a period of two (2) full seasons without further disciplinary letters being added to the file.

ARTICLE 18 – POSTING AND STAFFING

18.01 When a vacancy occurs or a new position is created, the Club shall post a notice of the position on the Maintenance Shed's bulletin board for a minimum of seven (7) days so that all employees will know about the vacancy or new position. For the purpose of this section employees on the recall list will be advised of the vacancy or a new position.

Such notice of postings shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage rate or range.

Such qualifications may not be established in an arbitrary or discriminatory manner.

ARTICLE 19 - TERM OF AGREEMENT

19.01 The term of this Agreement shall be from April 1, 2006 to and including March 31, 2009.

19.02 Any change deemed necessary in this Agreement may be made in writing by mutual agreement of the Union and the Club at anytime during the term of this Agreement. This change will be documented in the form of a Letter of Understanding.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 2007.

Signed on behalf of:
Mackenzie Golf & Country Club

Signed on behalf of:
CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 3706-01

SCHEDULE "A"

RE: Wages

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

<u>Effective</u>	<u>April 1,2006</u>	<u>April 1, 2007</u>
Grounds Maintenance Worker	\$13.50	\$14.04

New hire rate as follows:

Probationary Rate:	\$9.00
After 1 st Season:	70% of job rate.
After 2 nd Season:	Full job rate

SCHEDULE "B"

Re: Employment of Summer Students

The Union agrees to the Club's request to utilize students for summer employment.

The Employ of students as set forth in this letter shall not displace, or result in the layoff or dismissal of any of the present employees within the bargaining unit, and further the Club agrees that the number of regular full time employees in the bargaining unit, excluding students shall be a minimum of three (3).

The students shall be covered under the terms of the Collective Agreement with certain exceptions which shall be covered under this letter.

Length of Term of Employment

Each Student listed shall be employed up to a maximum of one hundred (100) working days each season.

Seniority

The students shall not accumulate seniority.

Rate of Pay

Students listed will receive no less than minimum wage under the Employment Standards Act of British Columbia.

Overtime

Students shall not be offered any overtime ahead of the regular crew. Only if none of the regular crew are available for overtime shall it be offered to a student worker.

Scheduling

Shift scheduling will be done on a weekly basis.

SCHEDULE "C"

Grounds Maintenance Worker

Manual labour activities required in the maintenance of the golf course including but not limited to:

- (a) Garbage collection and refilling of water coolers
- (b) Cleaning and sanitizing of on-course washrooms
- (c) Flower garden maintenance
- (d) Use and operation of manual and power driven equipment such as:
 - pick ups, gators, tractors, golf -carts
 - weed whackers
 - lawn mowers – including tee-box, fairway and greens mowers
 - power trimmers, power saws, chain saws
 - aerators
 - roto-tillers
 - sod-cutters
 - shovels, rakes, picks and other assorted hand tools
 - and any other landscape equipment
- (e) Changing pin placements
- (f) Re-filling ball washers and changing towels
- (g) Watering of Course
- (h) Repairing of fairways and greens
- (i) Aerating, fertilizing and top-dressing of course
- (j) Minor maintenance i.e. lubing, back-lapping, etc.

SCHEDULE "D"

RE: Golfing Privileges

The Club agrees to provide each Seasonal full-time employee, during his period of actual employment, with free golfing privileges.

LETTER OF UNDERSTANDING #2

**Between
The Mackenzie Golf & Country Club
And
The Canadian Union of Public Employees
Local 3706-01**

The parties have agreed that safety is a priority, when it comes to the day-to-day operation of the club. So in keeping with this understanding, it is agreed by the parties the following shall be the focus for the Health and Safety Committee.

- Should a pesticide certificate be required in the use and handling of substances used on the premises, a notice shall be posted under the requirement outlined in Article 18.01. Applicants shall be considered as outlined under Article 12.03 by a joint Management /Union committee. The Employer shall pay any expenses required by the course undertaken **PROVIDING** the employee completes the course successfully.
- The Employer shall provide all employees, where practicable such information as may come into the Employers possession which identifies the dangers involved with any hazardous substances that employees are required to use in the course of their work and will meet with the Union to designate hazardous work site areas for storage.
- Protective clothing and safety equipment separate and apart from regular issue shall be supplied when handling any and all chemicals and pesticides. Refusals to handle or use chemicals without this protection shall not result in any disciplinary action against such employees.
- The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs, with all the necessary tools and protective equipment and clothing required. These shall be maintained and replaced where necessary at the Employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or elimination of the hazard.

Letter of Understanding #2 – Page 2

IN WITNESS WHEREOF the Parties hereto have executed this Letter of Understanding on the _____ day of _____, 2007.

Signed on behalf of:
Mackenzie Golf & Country Club

Signed on behalf of:
CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 3706-01

