

MEMORANDUM OF AGREEMENT

between

Castlegar Golf Course

and

**Canadian Union of Public Employees,
Local 2262**

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

All of the terms and conditions of the previous Collective Agreement will remain in effect except as set out in this document.

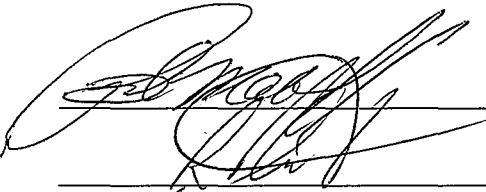
This Memorandum of Agreement is subject to ratification by the principals of the parties hereto and both parties agree to recommend, to their respective principals, acceptance of all terms and conditions herein.

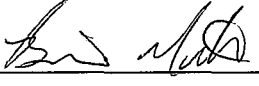
IN WITNESS WHEREOF the Parties hereto have fixed their signature hereto this
10TH day of JUNE, 2009.


Signed on behalf of:

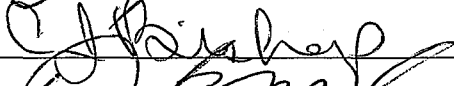
Castlegar Golf Course

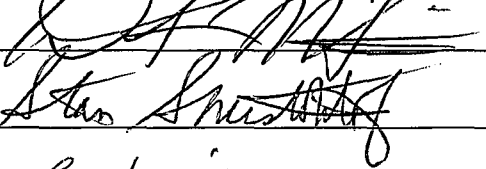
Canadian Union of Public Employees,
Local 2262

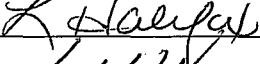





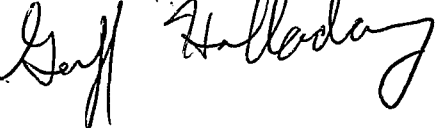












ARTICLE 1 - UNION RECOGNITION – HOUSEKEEPING

~~1.04 During the term of this agreement, and in accordance with the Labour Code, there shall be no strikes, walkouts and work disruptions by the Union, and the Employer agrees that there shall be no lockout of members of the Union.~~

Renumber Accordingly

8

ARTICLE 2 - EMPLOYER'S RIGHTS

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.

ARTICLE 6 - WAGES

6.03 All employees will receive a flat rate of seven and one half (7.5) cents per hour for all hours worked in lieu of a shift premium. ~~The shift premium that this rate replaces was for hours worked between 6:00 a.m. and 6:00 p.m.~~

ARTICLE 6 – WAGES

6.05 Leadhand

An employee designated by the Superintendent to direct the work of other employees during the absence of the Superintendent **for a minimum of one (1) day**, shall be paid a premium of ~~one (\$1.00)~~ **two dollars and fifty cents (\$2.50)** per hour over and above his regular rate for such time he performs the duties of a Leadhand. The designated employee has the right to refuse.

ARTICLE 8 - STATUTORY HOLIDAYS

8.02 The recognized Statutory Holidays shall be as follows:

Good Friday
Victoria Day
Canada Day
BC Day
Labour Day

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
New Years Day

ARTICLE 9 - ANNUAL VACATIONS

- 9.01 ~~Effective November 1, 1999,~~ an employee at the end of his first season of employment and up to and including three (3) seasons, shall receive annual holiday pay at the rate of **four (4%) percent first year and five (5%) percent each of years two (2) and three (3)** based on his gross earnings.

ARTICLE 9 - ANNUAL VACATIONS

9.02 ~~Effective November 1, 1999,~~ an employee with four (4) to nine (9) seasons of employment shall receive annual vacation pay at the rate of seven (7%) percent based on his gross earnings.

ARTICLE 9 - ANNUAL VACATIONS

NEW

9.05 An employee with thirty (30) or more seasons of employment shall receive annual vacation pay at the rate of twelve (12%) percent based on his/her gross earnings.

Renumber Accordingly

ARTICLE 9 - ANNUAL VACATIONS

9.06 Employee's shall be paid a vacation allowance of the appropriate percentage (Articles 9.01, 9.02, 9.03, and 9.04) on each and every pay cheque.

ARTICLE 9 - ANNUAL VACATIONS

9.07 Unpaid vacation leave of a continuous one (1) week period shall be offered during the calendar months of **May**, July, August ~~and~~ **September and October**. No more than one (1) employee shall be off on this leave at any given time. This entitlement will be offered by seniority and the employee must apply in writing for such leave by no later than May 5th of each calendar year.

It is understood that the club will train and utilize student labour to fill vacancies created by the granting of unpaid vacation leave in accordance with Article 9.08.

ARTICLE 10 - EMPLOYEE BENEFITS

10.02 ~~Effective April 1, 1976,~~ All employees, after three (3) months service and present employees shall accumulate sick leave equivalent to one and a half (1.5) days for each month worked, accumulative to a maximum of ~~seventy five (75)~~ **eighty-eight (88)** days. For provisions of this clause, 22 work days shall constitute one month. The Club shall keep a record of accumulated sick leave and ~~notify the employees and the Union upon commencement of the work season.~~ **will record on the employees pay stubs.**

ARTICLE 10 - EMPLOYEE BENEFITS

10.04 All employees shall, upon retirement ~~in accordance with Article 2.02,~~ **and having reached the age of sixty (60) years,** become eligible for and receive a cash gratuity payment at the Employees current base rate of pay ~~at the following percentage of their accumulated sick leave, on the following scale:~~ **based on their accumulated retirement allowance (ARA).**

The accumulated retirement allowance (ARA) is the total unused sick days to a maximum of one hundred and fifty (150) days.

After five (5) years of service - twenty percent (20%) **of accumulated retirement allowance (ARA)** and an additional two percent (2%) **of accumulated retirement allowance (ARA)** per year thereafter.

EXAMPLE:

100 ARA, 25 year service, pay rate \$25.00

1st 5 years 20% of 100 = 20 days

Next 20 years 40% of 100 = 40 days

Total = 60 days

Gratuity = 60x25x8 = \$12,000

ARTICLE 10 - EMPLOYEE BENEFITS

10.05 Vision

An Optical Plan shall be provided for employees after three (3) months continuous employment at a level of three hundred dollars (\$300) every two (2) years. The Employer shall pay one hundred (100%) percent of the Vision Plan Premium.

Renumber Accordingly

ARTICLE 10 - EMPLOYEE BENEFITS

10.06 Dental Plan - MSA Dental Plan

Eighty percent (80%) premium paid by the employer and twenty percent (20%) paid by the Employee, who have completed their probationary period. (Effective 1981)

Plan A:	Normal teethwork	- 100% paid by Plan
Plan B:	Crowns & Bridges	- 60% paid by Plan - 40% paid by Employee
	Dentures	- 60% paid by Plan - 40% paid by Employee
Plan C:	Bracework	- 60% paid by Plan - 40% paid by Employee
		(\$2,000 \$3,000 lifetime maximum per person)

ARTICLE 10 - EMPLOYEE BENEFITS

10.07 The Employer shall contribute one hundred percent (100%) of the actual cost of the premiums of a \$35,000.00 group life insurance plan and an accidental death and dismemberment insurance plan for those employees who have completed their probationary period and who have not attained age ~~65~~ **70**.

It is understood that the benefit is reduced at age 65 according to plan.

ARTICLE 10 - EMPLOYEE BENEFITS

10.09 The employer agrees to implement **and pay one hundred (100%) percent of the cost of** the Employee and Family Assistance Program (Columbia Valley ~~Assessment and Referral Service~~ **Counselling Centre Society**) for all bargaining unit employees. ~~as soon as possible but in any event, no later than beginning of the 1993 season.~~ The employer shall pay all costs associated with the setting up of the program and the necessary training costs. ~~The yearly premiums shall be paid eighty five (85) percent by the employer and fifteen (15) percent by the employee.~~

ARTICLE 10 - EMPLOYEE BENEFITS

10.10 RRSP

The Club will deduct from all regular employees an amount equal to at least six (6%) percent of the biweekly earnings to be deposited into **the employee's** RRSP Plan. Employees choosing to contribute an amount in excess of six (6%) percent may do so following notification in writing to the Club.

As of November 1, 2008, the Club will contribute an additional ~~three percent (3%)~~ **five and one half (5.5%) percent** of all regular employees' biweekly earnings to be deposited into the group RRSP Plan each month.

ARTICLE 11 – LEAVE OF ABSENCE

11.01 Bereavement Leave

When a death occurs to a member of a non-probationary employee's immediate family, the employee shall be granted, upon request, up to three (3) days leave of absence. An employee shall be compensated at his regular straight time hourly rate of pay for actual hours lost from his regular schedule. Members of the employee's immediate family are defined as the employee's spouse, mother, father, sons, daughters, **step-children**, 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. Step-mother and step-father 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 and paid for the balance of that working shift and such time will not be charged against the three (3) days of leave.

ARTICLE 13 - SENIORITY

13.05 In the event an employee has been promoted to a position outside of the Union's jurisdiction and later is demoted to a position within the Union's jurisdiction, the employee's total service with the Club, including the period spent outside of the Union's jurisdiction, shall be included in computing the employee's seniority with the Club for the purpose of this article, provided such employees shall be required to pay a sum each month equivalent to union dues during the period he is excluded from the Union's jurisdiction.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 An employee or employees having any grievance with respect to a violation of this agreement, rates of pay, hours of work, and all other working conditions, 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 Superintendent Greenskeeper.

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 **Course** Operations Chairman of the Club and submit the dispute, which shall be stated in writing, to ~~him~~ **the Course Operations Chairman.**

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.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.02 ~~¶~~ **Failing** a satisfactory settlement ~~is not reached with~~ **within** five (5) days thereafter the Union may, on giving notice in writing to the Club of its intention so to do, refer the grievance or dispute to a Board of Arbitration constituted in accordance with ~~this~~ Article **15.05**.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.04 The Club shall have the right to submit any dispute regarding the interpretation of or violation of this Agreement to the executive Board of the Union. Failing a satisfactory settlement within five (5) days of submission, the Club shall have the right, upon giving notice in writing to the Union, to refer to a Board of Arbitration constituted in accordance with ~~this~~ Article **15.05**.

ARTICLE 20 - TERM OF AGREEMENT

20.01 This Agreement shall remain in effect from November 1, 2003~~8~~ to October 31, 2008~~13~~ , but not terminate at the expiration of that period unless four months' notice, but not less than three months' notice in writing of the termination has been given by one party to the other. If no such notice is given, the Agreement shall remain in effect until terminated by either party upon four months' notice, but not less than three months' notice in writing, prior to the first day of April in any one year. Either party may, within the period of four months immediately proceeding the date of expiry of this Agreement, by notice require the other party to the Agreement to commence collective bargaining.

20.02 Any change deemed necessary in this Agreement may be made in writing by mutual agreement by the union and the Club at anytime during the term of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 2009.

Signed on behalf of:
CASTLEGAR GOLF CLUB

Signed on behalf of:
CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 2262

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>Nov. 1/08</u> (0%)	<u>Nov. 1/09</u> (2%)	<u>Nov. 1/10</u> (3%)	<u>Nov. 1/11</u> (2%)	<u>Nov. 1/12</u> (3%)
Mechanic	\$24.41	\$24.90	\$25.65	\$26.16	\$26.94
Operator-Maintenance	\$22.96	\$23.42	\$24.12	\$24.60	\$25.34
Utilityman	\$21.50	\$21.93	\$22.59	\$23.04	\$23.73
Labourer	\$17.29	\$17.64	\$18.17	\$18.53	\$19.09

SCHEDULE "B"

RE: Seniority List

The Golf Club agrees to the establishment of the following seniority list for the present employees:

Stanley Sherstobitoff	May 1970
Kent Wayling	June 1988
Derek Martini	August 1995
Geoff Holladay	April 1996
Bob Kewley	April 1999
Clayton Kabatoff	May 2002
Randy Haack	April 19, 2004
Jennifer Datchkoff	April 26, 2004
Wayne Postnikoff	May 2007

The above seniority shall be used for all benefits or provision covered in this agreement when seniority is referred to.