

COLLECTIVE AGREEMENT

between

CASTLEGAR GOLF CLUB

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2262**

November 1, 2008 – October 31, 2013

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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 retained 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.

All personnel have the right to work without sexual harassment. Any complain alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 2, as outlined in Article 15.01.

1.03 The Union agrees that neither it, nor any of its representative, 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 this Agreement; and the Club agrees that there shall be no lockout of members of the Union during the life of this Agreement.

1.04 The Employer agrees that the Union shall have the right to maintain a bulletin board(s) in a conspicuous and convenient place(s), 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 two (2) representatives of the Union and two (2) representatives of the Employer. This Committee shall meet regularly on a bi-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. The representatives of the Committee do not have the authority to negotiate or alter any terms of the Collective Agreement.

An objective of the Labour-Management Committee will be to develop a Policy & Procedure Manual.

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, rules and regulations to be observed by the employees, which rules 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. 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.
- 2.04 The Union further agrees pursuant to Article 2.02 that the position of Superintendent Greenskeeper which is outside of the Union certification shall be a working Greenskeeper and may do work similar to members of the bargaining unit.

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 such 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 Superintendent prior to proceeding with 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 eight (8) 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 Superintendent Greenskeeper is provided with forty-eight (48) hours notice;
 - (b) that such time off does not exceed a total of twenty-four (24) 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 forty (40) hours per week, as follows:

Day Shift: Monday to Friday – Eight (8) hours from 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour off for lunch.

Weekend Shift: The Club shall establish a week-end shift, as follows: Friday to Tuesday – Eight (8) hours from 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour off for lunch.

It is understood that in order to comply with Article 5.02, employees may be required to work ten (10) hour shifts at the time of the rotation with no monetary penalty to either the Club or the employee.

5.02 The regular working week, together with the hours of work, may be varied by mutual agreement provided the total time worked by the employee shall not exceed the number of hours set out in section 5.01 of this Article, and further provided that any such schedule shall provide for two (2) consecutive days off each week.

5.03 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.

ARTICLE 6 - WAGES

6.01 (a) 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.

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

6.02 An employee must work a minimum of one hour at a higher rated position in order to receive the rate of pay for all hours worked in the higher position.

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.

6.04 Employees who work a weekend as part of their regular shift shall receive an additional sixty cents (\$.60) per hour for all hours worked on the weekend.

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 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.

6.06 An employee is entitled to be paid for a minimum of four (4) hours at the regular wage, if the employee starts work and the work is suspended for a reason completely beyond the employer's control, including unsuitable weather conditions.

6.07 Four Hours Call-out

An employee brought out to work at any time other than his regular shift shall be paid for a minimum of four (4) 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 (x 1.5) for the first three (3) hours worked and double time (X 2) thereafter at the request of the Club, 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 and double time (2 X) after forty-eight (48) hours worked. All overtime worked shall be voluntary, with the understanding that the work declined may be assigned to others outside the bargaining unit. Time off in lieu of payment is permissible at the overtime rate if agreeable between the employee and the Course Superintendent.

This clause does not pertain to Statutory Holidays.

7.02 Any employee required to work in excess of two (2) hours on overtime work beyond the regular working hours shall be entitled to a lunch not to exceed ten dollars (\$10.00) or paid in lieu of.

7.03 The Club agrees to divide overtime work on weekdays, weekends and Statutory Holidays equally among those maintenance staff 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 30 calendar days in his first 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 shall present his Course Superintendent with a certificate, from a doctor licensed to practice medicine, substantiating the illness or accident.

8.02 The recognized Statutory Holidays shall be as follows:

Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day
Labour Day	New Years Day

8.03 An employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at the rate of double (2x) time plus another day off with pay, in lieu of holiday pay, at a mutually agreed upon time or with a minimum of one (1) week notice. If the employee chooses to forgo the lieu day he shall be paid at the rate of triple (3x) time.

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

ARTICLE 9 - ANNUAL VACATIONS

- 9.01 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.
- 9.02 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.
- 9.03 An employee with ten (10) to nineteen (19) seasons of employment shall receive annual vacation pay at a rate of nine (9%) percent based on his gross earnings.
- 9.04 An employee with twenty (20) or more seasons of employment shall receive annual vacation pay at the rate of eleven (11%) percent based on his gross earnings.
- 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.
- 9.06 For the purpose of this Article, the employee must have been in the employ of the Club for a minimum of four months, to receive a season's credit for vacation purposes, as set out in Articles 9.01, 9.02, 9.03 and 9.04 of this Article.
- 9.07 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.
- 9.08 Unpaid vacation leave of a continuous one (1) week period shall be offered during the calendar months of May, July, August, 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

10.01 The Club shall pay the full actual cost of the monthly premium per employee for both single and married employees who have completed the sixty (60) working day probationary period, covering membership in a mutually approved medical plan with extended health plan benefits. The Club shall pay said premiums for the full twelve (12) months of the year unless the employee terminates.

10.02 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 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 will record on the employees pay stubs.

10.03 In the event of illness, unavoidable quarantine, or accident for which compensation is not payable under the Worker's Compensation Act, an employee shall receive a full day's pay at his regular rate received by him on his last day prior to such illness, quarantine or accident, for each day lost by him for work, subject to the following conditions:

- (a) If employees are sick for three (3) consecutive days or more proof of such illness shall be filed with the Club if such is required by the Club.
- (b) Employees who are on lay-off are not entitled to sick leave benefits while on lay-off.

10.04 All employees shall, upon retirement 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 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 = $60 \times 25 \times 8 =$ \$12,000

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.

10.06 The Club shall share the premium cost with employees who have completed their probationary period and who are enrolled in the Vision Care Plan.

10.07 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

(\$3,000 lifetime maximum per person)

10.08 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 70.

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

10.09 The Club will pay sixty percent (60%) toward the purchase of steel-toed safety boots, a maximum of two (2) pair per year. The Club will pay for repair or replacement value (Club's option) for boots damaged while working.

The following safety equipment shall be a mandatory condition of employment:

- (a) Steel-toed boots and hard hats shall be worn at all times while on the job.
- (b) Safety eye glasses will be worn at all times while fuelling, working with chemicals or performing maintenance or repairs on equipment.
- (c) Proper hearing protection and safety eye glasses shall be worn at all times by all employees while operating any power equipment.
- (d) The employer will supply work gloves for all employees.

10.10 The employer agrees to implement and pay one hundred (100%) percent of the cost of the Employee and Family Assistance Program (Columbia Valley Counselling Centre Society) for all bargaining unit employees. The employer shall pay all costs associated with the setting up of the program and the necessary training costs.

10.11 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 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.

11.02 Paternity Leave

- (a) A male employee shall receive one (1) day off with pay when his child is born.
- (b) All other parental leave is unpaid and offered in accordance with the Employment Standards Act.

ARTICLE 12 - JOINT SAFETY COMMITTEE

- 12.01 A Joint Safety Committee shall be maintained, such committee to be composed of supervisory representatives, and an equal number of employees appointed by the Union.
- 12.02 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.
- 12.03 All employees working in a dirty or dangerous capacity shall be supplied with all necessary safety equipment, protective clothing, and gloves when needed.
- 12.04 Time spent by employees in the performance of their duties as members of the Joint Safety Committee shall be considered as time worked and payment shall be on the basis of straight time only.

ARTICLE 13 - SENIORITY

- 13.01 Seniority shall be established on the basis of the Employee's service with the Club.
- 13.02 Notwithstanding anything in this Agreement, it is agreed that each employee is hired on probation and he shall not be deemed to have any seniority with the Club until he has worked sixty (60) working days (whether broken or continuous). Upon completion of the probationary period, an employee shall be entitled to seniority rights for all time worked by him dating from the day on which he commenced employment.
- 13.03 Seniority shall be the governing factor in lay-off, recall, promotion and demotion, providing the employee is qualified to do the work. The Club shall determine qualifications in a fair and equitable manner.
- 13.04 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.
- 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 employee shall be required to pay a sum each month equivalent to union dues during the period he is excluded from the Union's jurisdiction.
- 13.06 The Club will maintain a record showing the date upon which each employee's service commenced and terminated. Any employee may request information from the Club relative to his own seniority. On request, an authorized officer of the Union will be supplied with a copy of such record or with the necessary information relative to the seniority and rates of pay of any employee or group of employees.
- 13.07 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/her employment.

ARTICLE 14 – POSTING AND STAFFING

14.01 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 boards 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.

14.02 In an emergency situation the Club may appoint a person temporarily from the maintenance crew until completion of the seven (7) day posting period and the subsequent recruitment process.

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 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.

15.02 Failing satisfactory settlement 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 Article 15.05.

15.03 If a dispute is not submitted under Stage 1 within forty (40) 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".

- 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 Article 15.05.
- 15.05 A Board of Arbitration shall consist of three (3) members: one to be selected by the Club; one by the Union; and a third mutual acceptable person who shall act as Chairman, to be chosen having regard to his impartiality, and his qualifications in the interpretation of agreements. In the event that the Club and the Union are unable to agree upon the selection of the third member of the Board, the Minister of Labour of the Province of British Columbia shall be requested to appoint such third member. The decision of the Board of Arbitration or of a majority thereof with respect to an interpretation or alleged violation of this 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.
- 15.06 Each party shall pay the expenses of the member of the Board of Arbitration chosen by it, and all expenses incurred in connection with the presentation and preparation of its own case, but the parties shall share equally the expenses of the third member of the Board of Arbitration.
- 15.07 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 16 - TECHNOLOGICAL CHANGE

16.01 The Club agrees that if there is 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 17 – LAY-OFF AND RECALL

17.01 (a) In the event that the Club is required to reduce the staffing level of the maintenance crew, the employees will be laid off in the inverse 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 ten (10) working days or pay in lieu of notice.

(b) Recall

(i) The most senior employee will be given the first opportunity to be recalled.

(ii) 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.

(iii) If the employee accepts the work, he/she will be paid the rate for the job they work in.

Recall ends for the employee when the employee operates any piece of equipment listed in either the Utility or Operator job descriptions.

(c) Notification

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

(d) Loss of Seniority

An employee shall lose his/her recall rights and seniority after 24 months of continuous lay-off.

17.02 Laid off employees shall be notified by the Club, either personally or by registered mail at their last known address, the date and time on which they are able to return to work. And should an Employee fail to return to work within ten (10) days of so being notified, he shall lose the right of re-employment.

17.03 In the event of an Employee being brought back to work by the Club after being laid-off under Section 13.05 of this Article, the period of lay-off shall be considered as time worked for the purpose of determining his seniority. This adjustment shall be made immediately after he has returned to work.

ARTICLE 18 – JOB DESCRIPTIONS AND CLASSIFICATIONS

- 18.01 (a) Job Descriptions 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.
- (b) Existing classifications shall not be eliminated or changed without prior agreement with the Union.

18.02 The maintenance crew will consist of:

1 mechanic
2 operators
2 utilitymen

with the remaining permanent employees to be classified as labourers.

ARTICLE 19 – GENERAL PROVISIONS

19.01 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 2262.

19.02 Personnel Records

Letters of Reprimand shall be removed from the employee's personnel file provided there has been a period of twenty-four (24) months without further disciplinary letters being added to the file.


ARTICLE 20 - TERM OF AGREEMENT


20.01 This Agreement shall remain in effect from November 1, 2008 to October 31, 2013, 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.

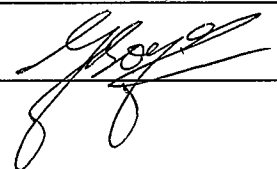
20.02 Any change deemed necessary in this Agreement may be made in writing by mutual agreement by the union and the Club at anytime during the term of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 31st day of July, 2009.

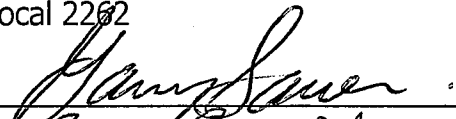
Signed on behalf of:
CASTLEGAR GOLF CLUB




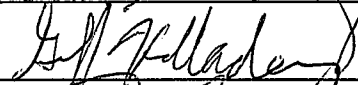





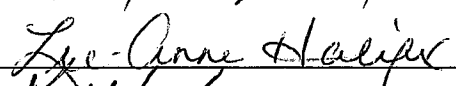
Signed on behalf of:
CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 2262














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
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.

SCHEDULE "C"

RE: Golfing Privileges

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

SCHEDULE "D"

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 six (6).

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 with the Club.

Rate of Pay

Students listed will receive a minimum of 60% of the Labour wage rate as set out in Schedule "A" in the Collective Agreement, but in no case shall be paid higher than the Labour rate.

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.

Work Duties

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 (excluding "reel" style-mowers) such as:
 - pick ups, Cushman (without powered attachment), dump truck and tractor/loader
 - weed wackers
 - lawn mowers
 - power trimmers
 - roto tillers
 - shovels, rakes, picks and assorted hand tools
 - power equipment can only be used by a student when the student is trained and fully qualified
- (e) Students may be required to operate the Sandpro and if so, they will be paid at the Labourers rate while operating this piece of equipment.