



Collective Agreement

Ledgeview Golf & Country Club
And
Canadian Union of Public Employees
Local 774



March 1st 2008 – February 28th 2013

ARTICLE 1 PURPOSE

1995 1.01 Purpose of Agreement

The purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, wages and benefits for the employees, to maintain collective bargaining relations between the Golf Course and the Union and to provide machinery for the prompt and equitable disposition of disputes.

ARTICLE 2 MANAGEMENT RIGHTS

1995 2.01 Management Rights

The management and control of the Employer's operations, and the direction of the working force, shall remain the exclusive function of Management provided that such management and direction does not contravene the express provisions of this Agreement.

1995 2.02 Not Discriminatory

The Employer's rights shall not be used to direct the working force in a discriminatory manner as defined by the Labour Code or Human Rights Code.

ARTICLE 3 RECOGNITION AND NEGOTIATION

1995 3.01 Bargaining Unit
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The Union is the sole bargaining authority for all employees of the Employer as set out in the certification as granted by the Labour Relations Board on March 1st, 1994 and any amendments that may be issued by this Board.

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

1995 3.02 Work of the Bargaining Unit
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Persons who are not in the bargaining unit shall not work on jobs which are regularly performed by the employees in the bargaining unit, except for the purpose of development, audit, quality control, on the job training, instruction of employees, in cases of emergency, or current practice of management performing incidental duties necessary to ensure the efficient and safe operation of the business.

1995 3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this collective agreement.

1995 3.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

Such representatives shall have access to the premises upon approval by the Employer. It is agreed there shall be no undue interference with work during these occasions.

1995 3.05 Investigation of Grievances
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The Unit Vice-President shall be allowed reasonable time to investigate and process grievances during regular working hours, without loss of pay. The Unit Vice-President will obtain permission from her/his Manager before leaving her/his work area for such purposes, and such permission will not be unreasonably denied.

1995 3.06 Proper Accommodation

In keeping with the present situation, proper accommodation shall be provided for employees to store and change their clothes. Individual lockers shall be provided for employees to store their personal belongings, the employees to provide their own lock.

1995 3.07 Bulletin Boards

The Employer shall provide a separate Union Bulletin Board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Materials other than that relating to the routine business of the Union is to be approved by the Employer prior to posting.

ARTICLE 4 HUMAN RIGHTS

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4.01 Employer and Union Shall Not Discriminate

The Employer and the Union agree not to discriminate against an employee regarding employment or any term or condition of employment because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that employee.

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4.02 Human Rights Act

Any claim by an employee or the Union pertaining to a violation of the Human Rights Act of British Columbia, the Employment Standards Act of British Columbia or the Labour Relations Code of British Columbia may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure.

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4.03 Personal Rights

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for a supervisor which are not connected with the operation of the Employer.

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4.04 Sexual and Personal Harassment

The Employer and the Union recognize the right of employees to work in an environment free from sexual and personal harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of sexual or personal harassment which may arise in the workplace. The Employer undertakes to discipline any person employed by the Employer, shown to be engaging in the sexual or personal harassment of another employee.

A joint Employer/Union Committee shall establish policy and procedure to deal with harassment.

ARTICLE 5 UNION MEMBERSHIP REQUIREMENT

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5.01 Employee Membership in Union

- a) Current Employees: Employees as defined by the certification order currently in effect.

Employees who on ratification, were not members of the Union on that date shall not be required to join the Union, but shall be required to pay any dues, fees or assessments to the Union.
- b) New Employees: Employees hired after ratification shall become Union members within two (2) weeks of their date of hire, and shall maintain membership in the Union throughout their employment.
- c) The Union shall not, without good and sufficient cause, refuse an employee applying for membership, nor suspend and expel from membership any member without cause.
- d) Potential Employees: The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

ARTICLE 6 CHECK-OFF OR UNION DUES

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6.01 Check-Off

The Employer shall deduct from every employee any dues, initiation fees or assessment levied by the Union in accordance with the Constitution or Bylaws of the Union.

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6.02 Dues Deduction

Deductions shall be made as prescribed each month and forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following the deduction, together with a list of all employees from whom the deductions have been made.

1995 6.03 Initiation Fees

The Employer has no financial responsibility for the fees, dues or assessments of an employee, unless the Employer owes the employee sufficient unpaid wages to pay the fees, dues or assessments levied.

ARTICLE 7 CORRESPONDENCE

1995 7.01 Correspondence Between Parties
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All correspondence between the parties arising out of the Agreement or incidental thereto shall pass to and from the Employer and the Unit Vice-President with a copy to the Staff Representative of the Union.

ARTICLE 8 LABOUR MANAGEMENT COMMITTEE

1995 8.01 Establishment of Committee
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A Labour Management Committee shall be established consisting of up to three (3) Representatives of the Union and up to three (3) Representatives of the Employer.

On the request of either party, the parties shall meet once every two (2) months, unless there is no agenda, until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement.

1995 8.02 Committee Concerns

The Committee shall concern itself with the following:

- 1) to promote the co-operative resolution of workplace issues;
- 2) to respond and adapt to changes in the economy;
- 3) to foster the development of work related skills;
- 4) to promote workplace productivity.

1995 8.03 Notice and Agenda for Meeting

Members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

1995 8.04 Payment for Attending Meetings

Employees shall not suffer any loss of pay for time spent in Committee Meetings that occur during the employee's regularly scheduled working hours. As a matter of clarification, there will be no overtime premium paid for such time should the meeting extend beyond the employee's regularly scheduled working hours.

1995 8.05 Meeting Minutes

Minutes of each meeting of the Committee shall be prepared and signed by the Joint Chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the Minutes within three (3) days following the meeting.

ARTICLE 9 NEGOTIATIONS

1995 9.01 Union Bargaining Committee
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Union Bargaining Committee shall be elected or appointed and consist of up to three (3) members of the Union and two (2) alternates.

1995 9.02 Leaves to Attend Bargaining Meetings

A representative of the Union Bargaining Committee, who is in the employ of the Employer, shall be given a leave of absence to attend bargaining meetings with the Employer.

ARTICLE 10 GRIEVANCE PROCEDURE

1995 10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards as set out in 3.05 of this Agreement.

1995 10.02 Names of Stewards
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2008 The Union shall notify the Employer in writing of the names of the steward or stewards which will be consistent with the needs but will not normally exceed one (1) for each fifteen (15) employees and the name of the Union Vice-President, before the Employer shall be required to recognize him/her.

1995 10.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in the proper performance of their duties, while investigating disputes and presenting adjustments as provided in this Article.

No Steward shall leave his/her work without obtaining the permission of his/her Supervisor, where possible.

1995 10.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

1995 10.05 Settling of Grievance

The procedure for settling individual and group grievances shall start at Step 1. The procedure for settling policy and union grievances shall start at Step 2.

1995 a) Step 1: Complaint to Supervisor
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An employee and/or his Steward, who has a complaint, shall discuss the complaint with their Supervisor and within five (5) working days the Supervisor will give his answer to the employee.

1995 b) Step 2: Meeting with General Manager
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If the grievance is not satisfactorily resolved in Step 1 above, the Union Representative shall within seven (7) calendar days of receipt of the Supervisor's answer as set out in Step 1, submit the grievance in writing to the Board of Directors. Within seven (7) calendar days following receipt of the written grievance at this step, the Board of Directors or its representative will call a meeting of the parties to discuss the matter. Within fourteen (14) calendar days of this meeting the Board of Directors of its representative shall provide a written answer to the employee regarding the grievance.

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c) Step 3: Arbitration

In the event that no settlement of the grievance is reached in Step 2 above, then either Party may, within seven (7) calendar days of the Board of Directors or its representative's response advance the matter in writing to Arbitration in accordance with Article 12.

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10.06 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, with the aggrieved employees, without the consent of the Union.

ARTICLE 11 ARBITRATION

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11.01 Agreement on Arbitrator

The parties shall meet within fourteen (14) calendar days of notice that a grievance is being advanced to Arbitration. The parties will attempt to agree on a single Arbitrator to hear the matter. Should the parties fail to agree on an Arbitrator, then within a further seven (7) calendar days either party may request the Minister of Labour to appoint an Arbitrator to hear the matter.

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11.02 Arbitrator to be Governed By:

The Arbitrator is to be governed by the following provisions:

- 1) The Arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the Parties and upon any employee or Employer affected by it.
- 2) Each of the Parties shall pay its own expenses and costs of Arbitration and one-half (½) of the expenses of the Arbitrator.
3. The Arbitrator shall determine his/her own procedures, but shall give full opportunity to all Parties to present evidence and make representations.
4. The Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
5. The Arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance.

6. The Arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.

1995 11.03 Extension of Time Limits

If a grievance is not presented to the next higher level within the time limits stipulated the grievance will be deemed to be withdrawn without prejudice. The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual consent and such extensions shall not be unreasonably denied.

1995 11.04 Employee Payment for Attendance at Grievance Meeting

An employee shall be permitted the necessary time off with pay to attend a formal Grievance Meeting, as set out in Article 12 of this Agreement, that is held during the employee's regularly scheduled working hours. As a matter of clarification, there will be no overtime premium paid for such time should the meeting extend beyond the employee's regularly scheduled working hours.

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

1995 12.01 Discipline to be for Just Cause

An employee may be disciplined but only for just cause. Prior to the imposition of a suspension, or discharge, an employee shall be given the reason in the presence of his Steward or Union Representative. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discipline or discharge.

1995 12.02 Crossing of Picket Lines

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line. Employees who observe a legal picket line shall not be disciplined but will not receive pay for the period involved.

1995 12.03 Right to Have Steward Present

An employee shall have the right to request that a Steward be present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to discipline an employee the employee will be notified in advance of the purpose of the meeting in order that the employee may contact a Steward to be present at the interview.

- 1995 12.04 Personnel Records
- a) An employee shall have the right to have access to and review his/her Personnel Record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- 1995 b) An employee shall have the right to make copies of any material contained in his/her Personnel Record.
- 1997 c) Records which refer to, or contain material of a disciplinary nature shall be
1999 expunged after two (2) years from the date on which the material was placed on the Personnel Record, provided there are no other incidents of a similar nature.

1995 12.05 Grievances on Discipline, Layoff and Recall
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Grievances relating to the Discipline, Layoff and Recall of an employee may be initiated at Step 2 of the Grievance Procedure as set out in Article 12.

ARTICLE 13 SENIORITY

1995 13.01 Seniority Defined

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. Seniority will be accumulated on a days worked basis for all employees.

For the purposes of this Article, days worked shall include all days on Leave of Absence due to Workers Compensation, Sick Leave, paid vacation, parental leave, bereavement leave and Educational Leave.

1995 13.02 Seniority List

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 January of each year.

1995 13.03 Probation for Newly Hired Employees

The probationary period for employees will be sixty-five (65) days worked, or the first one hundred and eighty (180) calendar days of employment whichever occurs first.

Employees may be terminated should they be found by the Employer to be unsuitable for the position during their period of probation.

1995 13.04 Loss of Seniority

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:

- 1995 a) He is discharged for just cause and is not reinstated.
- 1995 b) The employee resigns in writing and does not withdraw their resignation
1999 within two (2) days from the date of delivering the resignation to their Department Manager.
- 1995 c) He fails to return to work within four (4) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- 1995 d) An employee who has passed their probationary period and has been on layoff for more than nine (9) calendar months.
- 1995 e) An employee who has achieved five hundred (500) days seniority and has been on layoff for more than eighteen (18) calendar months.
- 1995 f) He accepts severance pay in accordance with the Employment Standards Act.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

1995 14.01 Job Postings

When a regular employee vacancy occurs that is required to be filled or a new regular employee position is created, the Employer shall within five (5) days, post

notice for five (5) days so all employees can know about the vacancy and if interested submit an application. For greater clarity Casual and Temporary positions do not need to be posted. This procedure may be waived by mutual agreement of the parties.

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1999 14.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge, education and experience, kills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function.

1995 14.03 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- 1995 a) The principle of promotion within the service of the Employer.
- 1995 b) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the necessary qualifications, skill, knowledge and ability to perform the duties of the job in accordance with Clause 14.02.

Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of appointment.

1995 14.04 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. He/she shall be given a trial period of up to two (2) months, during which time he/she will receive the necessary training for the position. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted, transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

1995 14.05 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. If requested by an employee, the Employer shall provide a full written explanation and notification of any shortcomings in their qualifications to a senior applicant who was denied a promotion or transfer. The Union shall be notified of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

1995 14.06 Consideration of Other Employees

In determining the successful applicant, the Employer will consider employees who are not qualified but who, through on the job training, could reasonably be expected to satisfactorily perform the job within a six (6) month period. It is understood that in considering these employees there is no obligation on the Employer to award the position to such an employee.

1995 14.07 Instructional Reimbursement
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a) The Employer shall reimburse the full cost of any Course of Instruction, including the costs of required text books, parking and mileage outside the City of Abbotsford, required by the Employer for an employee to better qualify him/her to perform his/her job. Employees shall be paid one hundred percent (100%) of the Course Fee upon successful completion of the Course.

1995 b) The Employer shall reimburse the full cost of the Course Fee of any
1999 optional course of instruction, including the costs of required text books, parking and mileage outside the City of Abbotsford, as approved by the Employer, for an employee to better qualify him/her to perform his/her job. Employees shall be paid fifty percent (50%) of the course fee upon enrolment and the balance on completion of one (1) year's subsequent employment with the Employer following successful completion of the course.

1997 c) Seniority will be considered in all training opportunities provided in (a) and
1999 (b) above.
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1995 d) Employees leaving the service of the Employer within the aforementioned
one (1) year period shall forfeit a proportionate percentage of the fee to
the Employer.

ARTICLE 15 LAYOFFS AND RECALLS

1995 15.01 Definition of Layoff

A layoff other than completion of a term shall be defined as a reduction in the normal work year as set in the job classification.

1995 15.02 Role of Seniority in Layoffs
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Both parties recognize that job security shall increase in proportion to length of service, therefore, in the event of a layoff, other than completion of a term, the following procedure will apply.

This will not apply during the two (2) week period at the beginning and/or end of the normal work year where as much notice as possible will be provided.

1995 a) The Employer shall identify the position(s) affected and provide two (2) weeks notice to the incumbent employee(s), who shall be provided the following options:

- i) Accepting layoff with right to recall.
- ii) Accepting severance pay pursuant to the Employment Standards Act and thereby terminating rights to recall and their employment with the Employer.
- iii) Bumping the least senior employee in the same or lower classification, provided they are senior to such employee and qualified to perform the work of that classification.

1997 b) It is understood that a lay off, other than completion of a term, shall first occur within the lower classifications.

c) It is further understood that in the event of a lay off, other than completion of a term, temporary and casual employees shall be laid off prior to regular employees.

1995 15.03 Recall Procedure

In the event of a recall, laid off employees or employees who have bumped into a lower paying position shall be recalled in order of seniority to their previous position. In the event an equivalent or lower position becomes available, laid off employees shall be recalled in order of seniority provided they are qualified to perform the work available.

1995 15.04 No New Employees

New Employees shall not be hired where there are employees on lay off who are qualified to perform the work available until after the employees on lay off have been given the opportunity to be recalled.

15.05 Advance Notice of Layoff

1995 a) Unless legislation is more favourable to the employees, the Employer shall notify regular employees who are to be laid off at least two (2) weeks prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

1995 b) Where an employee has been hired for a specified period of time for a specific project of not more than six (6) weeks duration, in such cases no notice of layoff shall be necessary.

1995 15.06 Grievances on Layoff and Recalls

Grievances concerning layoffs and recalls should be initiated at Step 2 of the Grievance Procedure.

1995 15.07 Consent to Vary

The parties may vary the foregoing by mutual consent provided such variance is consistent with the principles of qualifications and seniority provided herein.

ARTICLE 16 EMPLOYEE DEFINITIONS

1995 16.01 Regular Employee

A Regular Employee is defined as full time or part time employees who have successfully completed the probationary period set out in this Collective Agreement. Regular employees are entitled to all rights and benefits of this Agreement except as expressly provided otherwise.

1995 16.02 Probationary Employee

A Probationary Employee is defined as an employee other than Casual or Temporary, who has not successfully completed the probationary period as set out in the Collective Agreement.

Probationary Employees shall be entitled to all rights and benefits as specified in this agreement save for the right to grieve discharge for unsuitability or other valid reason.

1995 16.03 Casual Employees

A Casual Employee is defined as an employee hired to augment the regular work force for short term, temporary work and/or to replace regular employees for short term, temporary absences.

Casual Employees shall be entitled to the wage rates provided for in this Agreement and only those benefits required by statute.

Casual Employees shall not accrue seniority, be employed for more than three (3) consecutive pay periods without the written agreement of the Union, or have recourse to the grievance procedure in the event of discharge.

Casual Employees shall not be utilized where qualified regular employees are available to work at regular straight time rates.

1995 16.04 Temporary Employee

A Temporary Employee is defined as an employee hired to augment the regular work force for a special project of a term certain nature or to temporarily replace a regular employee for a long term absence due to maternity, W.C.B., sick or other approved leave of absence.

Temporary Employees shall not accrue seniority, be employed for more than four (4) months in a calendar year without the written agreement of the Union nor have recourse to the grievance procedure in the event of discharge.

Temporary Employees shall be entitled to the wage rates provided for in this Agreement and only those benefits required by statute.

Qualified Regular Employees shall be given preference for special projects or temporary relief assignments where operationally feasible.

1995 16.05 Full Time Employee

A Full Time Employee is defined as a Regular Employee who works an average of twenty (20) hours or more per week.

1995 16.06 Part Time Employee

A Part Time Employee is defined as a Regular Employee who works an average of less than twenty (20) hours per week.

ARTICLE 17 PAID HOLIDAYS

1995 17.01 Holidays to be Observed

All employees shall receive the following paid holidays without loss of wages or salary and when such holiday falls on a Saturday or Sunday, the following Monday shall be deemed to be a holiday for the purpose of this Agreement.

New Year's Day	B.C. Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

2002 And any other day proclaimed by the Federal, Provincial or Municipal Governments.

1995 17.02 Work on a Paid Holiday

When an employee is required to work on a paid holiday, such employee shall receive, in addition to his normal pay for that day, one and one-half (1 ½) times pay for the first eight (8) hours worked and double time (2X) thereafter.

Alternatively the employee may take a day off with normal pay at a mutually agreeable time in the future rather than receiving his normal pay for that day.

1995 17.03 Qualification for Paid Holiday

2005 A new employee will qualify for paid holidays in accordance with the provisions of the Employment Standards Act. For clarification, regular permanent employees returning from lay-off will not be subject to the Paid Holiday eligibility requirements of the Employment Standards Act.

ARTICLE 18 ANNUAL VACATIONS

1995 18.01 Definition of Vacation Year

The term "vacation year", as used in this Agreement, shall mean the twelve (12) month period running from January 1st to December 31st of the previous calendar year. Time off shall normally be observed during periods of layoff.

1995 18.02 New Employees

Effective the first of the calendar year, following the year a full time employee enters service with the Employer, he shall be entitled to annual vacation pay calculated at 4%.

1995 18.03 Anniversary Date

Each employee's anniversary date shall be determined by the date employment commenced.

1995 18.04 Employee with One (1) Year of Service

An employee who has completed one (1) year of service but less than three (3) shall be entitled to vacation pay of four percent (4%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

1995 18.05 Employee with Three (3) Years of Service

An employee who has completed three (3) years of service but less than nine (9) years of service shall be entitled to vacation pay of six percent (6%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

1999 18.06 Employee with Six (6) Years of Service

An employee who has completed six (6) or more years of service shall be entitled to vacation pay of seven percent (7%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

1995 18.07 Employee with Nine (9) Years of Service

An employee who has completed nine (9) or more years of service shall be entitled to vacation pay of eight percent (8%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

1999 18.08 Employee with Sixteen (16) Years of Service

An employee who has completed sixteen (16) or more years of service shall be entitled to vacation pay of ten percent (10%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

ARTICLE 19 SICK LEAVE PROVISIONS

1995 19.01 Sick Leave Entitlement
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All regular employees shall be entitled to one day sick leave for every twenty-one (21) days worked at full pay. Employees working less than forty (40) hours per week will receive proportion of one (1) day (i.e. twenty (20) hours equals one-half (½) day).

2002 Days worked shall include all paid time off including paid Sick Leave, Workers' Compensation, Vacations and other paid Leaves of Absence and Educational Leave of not more than thirty (30) days.

1995 19.02 Maximum Accumulation of Days
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1999 The maximum number of days that may be accumulated for this purpose is sixty
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1995 19.03 Proof of Illness
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2002 Upon request by the Employer, a medical certificate from a licensed Medical Practitioner may be required for any illness in excess of three (3) days. Additionally, where the Employer has concerns about an individual's lost time experience the Employer may require and pay for, if necessary, a Medical Certificate from a licensed Medical Practitioner for any absence.

ARTICLE 20 LEAVE OF ABSENCE

1995 20.01 Negotiations Leave

No employee shall suffer loss of wages, benefits or seniority when meeting with the Employer for the purposes of negotiation or processing grievances up to the point of arbitration or mediation.

The maximum total number of days for negotiations that the Employer will pay wages for is twelve (12).

1995 20.02 Union Business Leave

1995 a) Upon request to the Employer, an employee elected or appointed to represent the Union at Conventions shall be allowed a Leave of Absence without pay and without loss of benefits. Leave of Absence without pay shall be allowed employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any Labour Organizations with which the Union is affiliated.

1995 b) An employee shall receive the pay provided for in this Agreement when on an unpaid Leave of Absence for Union Work or Conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

1995 20.03 Bereavement Leave

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1999 An employee shall, upon application, be granted up to three (3) regularly scheduled consecutive work days leave with pay to attend the funeral of a member of their immediate family. An additional leave with pay of up to two (2) days shall be granted when the employee is obliged to undertake a journey which cannot be completed in one (1) or two (2) days.

Immediate family is defined as: wife, husband, common-law spouse, brother, sister, child, mother, father, mother-in-law, father-in-law and grandparents.

In recognition of the fact that circumstances which call for Bereavement Leave are based on individual circumstances, the Employer, on request may grant additional paid or unpaid Bereavement Leave.

An employee shall be granted one (1) scheduled work day with pay to attend the funeral of their brother/sister-in-law, and foster parents/children.

1995 20.04 Jury or Court Witness Duty

The Employer shall grant a leave of absence with pay to an employee who serves as a juror. Time spent by an employee required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

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20.05 General Leaves

An employee may request a leave of absence without pay and without loss of seniority. Such request shall be in writing and approved by the Employer. Taking into account the needs of the operation, the Employer shall not unreasonably deny such a request.

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20.06 Maternity, Adoption and Parental Leave

Employees shall be entitled to maternity, adoption and parental leave as specified under the Employment Standards Act, as amended from time to time.

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In addition to the Parental Leave as provided, a parent shall receive a day off with pay on the day on which the birth/adoption occurs.

ARTICLE 21 PAYMENT OF WAGES

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21.01 Wage Schedule and Pay Days

The wages to be paid by the Employer to the employee shall be those set forth in Schedule "A" attached hereto and forming part of this agreement. Pay Days shall be on a bi-weekly basis.

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21.02 Payment on Temporary Transfer, Higher Rated Job

Notwithstanding Article 21.01 when an employee is required to perform the duties of a higher rated position for two (2) hours or more, he shall receive the established rate for all such hours worked in the higher rated position.

When the Superintendent and assistant Superintendent are absent from the operation for four (4) hours or longer, the Foreman, as designated by the Superintendent shall receive an additional fifty cents (.50) per hour.

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21.03 Automotive Allowance

Travel rates paid to an employee using his own vehicle shall be paid at the rate of \$0.41/km.

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21.04 Hours of Work

The parties agree that the employees shall work under a shift schedule. The Employer will draft such schedule and present it to the Union for mutual agreement at least two (2) weeks prior to its implementation.

The normal work-week for employees shall be eight (8) hours per day for five (5) consecutive days, followed by two (2) consecutive days of rest, unless mutually agreed otherwise.

Extended shift schedules may be allowed for up to a maximum of twelve (12) hours for special events, mutually agreed to by the parties. The starting times of a shift schedule may be altered by two (2) hours provided at least twelve (12) hours notice is given to the Union and the employee affected.

"Special Events" may result in a schedule change. However, at least forty-eight (48) hours notice is required unless mutually agreed otherwise by the Employer and the Union.

Except those employees receiving a meal as set out in the Letter of Understanding regarding Employee Privileges, employees required to eat on duty shall be paid eight (8) hours for seven and one-half (7 ½) hours worked.

Each employee shall be entitled to two (2) fifteen (15) minute paid rest breaks per eight (8) hours shift and a fifteen (15) minute break for every two (2) hours of overtime.

The current practice of exchanging breaks whereby the employee works seven and one-half (7 ½) hours for eight (8) hours pay will continue.

Nothing in this Article shall be construed as providing a guarantee of work hours.

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21.05 Split Shifts

The parties agree that employees will not be obliged to work a Split Shift nor shall Split Shifts be scheduled without the agreement of the Union.

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21.06 Overtime Payments

- a) Time worked in excess of eight (8) hours in a day will be paid at one and one half times (1 ½ X) the regular rate of pay.

An employee will be paid at two time (2X) their regular rate of pay when they work more than two (2) hours beyond the mutually agreed upon normal hours of work in a day.

Time worked in excess of forty (40) hours in a week will be paid at one and one half times (1 ½ X) the regular rate of pay.

Time worked in excess of forty-eight (48) hours in a week will be paid at two times (2X) the regular rate of pay.

1997 b) An employee who responds to security alarms outside of regular hours shall receive a minimum of one (1) hours pay at one and a half times (1 ½ X) the regular rate and one and a half times (1 ½ X) the regular rate in excess of one (1) hour.

1995 21.07 Overtime Conditions

Employer approved overtime will be on a voluntary basis except in the case of emergency situations.

1995 21.08 Overtime Banking

1997
2002 At the discretion of the employee, overtime may be banked and taken as paid time off at a mutually agreeable time in the future, but in the year that it is accrued.

2002 21.09 Minimum Daily Hours

1. If an employee reports for work as required by the Employer, the Employer must pay the employee for:

- a) at least the minimum hours for which the employee is entitled to be paid under this section, or
- b) if longer, the entire period the employee is required to be at the workplace.

2. An employee is entitled to be paid for a minimum of:

- a) four (4) hours at the regular wage, if the employee starts work unless the work is suspended for a reason completely beyond the Employer's control, including unsuitable weather conditions or
- b) two (2) hours at the regular wage, in any other case unless the employee is unfit for work or fails to comply with Part 3 of the Workers' Compensation Act or a regulation under that Part.

3. Despite Subsection 2a), a school student reporting for work on a school day is entitled to be paid for a minimum of two (2) hours at the regular wage in the circumstances described in that Subsection.

ARTICLE 22 JOB CLASSIFICATIONS AND RECLASSIFICATIONS

1995 22.01 Job Description

The Employer agrees to draw up Job Descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized Job Descriptions unless the Union presents written objection within thirty (30) days. If such an objection cannot be resolved, then the issue may be subject to the Grievance and Arbitration procedure contained in this Agreement.

1995 22.02 Changes in Classification

The Employer shall prepare a new Job Description whenever a new job is created or whenever there are significant changes to the duties of an existing job. Should the Union present written objection to these Job Descriptions or rates of pay, then the matter may be subject to the Grievance and Arbitration procedure contained in this Agreement.

2002 22.03 Elimination of Classification

The Employer shall not eliminate any classification without first discussing the change with the Union.

ARTICLE 23 EMPLOYEE BENEFIT PLANS

2002 23.01 Health and Welfare Plan

a) Eligibility

All employees working in excess of eleven hundred (1100) hours per year shall be eligible to participate in the Health and Welfare Plan.

b) Funding

Employer to pay seventy-five percent (75%) of Premium costs, employees to pay twenty-five percent (25%). Employees laid off shall continue coverage by paying the full cost of premiums commencing the first day of the month following lay off.

c) Coverage

Plan to include, Extended Health, Dental and B.C. Medical Service Plan in accordance with Blue Cross Plan #145727, or such other Plan that may be introduced by mutual agreement between the Union and the Employer.

2008 23.02 Pension Plan

The parties agree to enroll all eligible employees in the Multi-Sector Pension Plan at a contribution rate of two percent (2%) of applicable wages for both the Employer and eligible Employees, as per the Multi-Sector Pension Plan attached hereto.

ARTICLE 24 HEALTH AND SAFETY

1995 24.01 Cooperation on Safety

The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

1995 24.02 Union-Employer Health and Safety Committee

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two Union and two Employer members. The Health and Safety Committee shall hold meetings at least once per month, or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

1995 24.03 Time off for Health and Safety Training

Union members of the Health and Safety Committee may request time off from work with no loss of seniority to attend educational courses and seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters.

1995 24.04 Health and Safety Committee Pay Provisions

Time spent on site by members of the Committee in compliance with the act shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

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2002
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24.05 Health and Safety Clothing, Tools, Equipment and Protection

The Employer shall provide all employees working in any unsanitary or potential hazardous jobs with all the necessary tools, 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 the elimination of the hazard.

The Employer agrees to pay a premium of ten (10) cents per hour worked to all employees required by Workers' Compensation Board Regulations to wear safety shoes or boots in the workplace.

1995

24.06 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions.

1995

24.07 Injury Pay Provisions

An employee who is injured or made sick during working hours, and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at his/her regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on that shift.

1995

24.08 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

1995

24.09 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the Grievance Procedure and Step 1 of the Grievance Procedure may be by-passed.

1999

24.10 First Aid Attendant

The designated, on duty Level One First Aid Attendant, shall receive an additional fifty (50) cents per hour over their regular straight time rate.

ARTICLE 25 TECHONOLOGICAL CHANGE

1995 25.01 Employer and Union Bound by Code

The Employer and the Union shall be bound by the provisions of the Labour Relations Code, or successor Acts, with respect to the introduction of Technological Change in the workplace.

ARTICLE 26 JOB SECURITY

1995 26.01 Restrictions on Contracting Out

The Employer will not contract out any work regularly performed by an employee.

ARTICLE 27 SAVINGS CLAUSE

1995 27.01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect.

If any law now existing, or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of the Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event the portion of this Agreement effected shall be re-opened for negotiation. If there is no agreement between the parties on this issue, the matter shall be resolved by Arbitration.

ARTICLE 28 COPIES OF AGREEMENT

1995 The Employer shall print sufficient copies of the Agreement.

ARTICLE 29 GENERAL

1995 29.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 30 TERM OF AGREEMENT

1995 30.01 Duration

(amended
every C/A)

This Agreement shall be binding and remain in effect from March 1, 2008 to and including February 28, 2013 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

1995 30.02 Extension of Agreement

If negotiations extend beyond the anniversary date of the Agreement, this Agreement shall continue in full force and effect, unless the Union commences a legal strike or the Employer commences a legal lock-out, or the parties conclude a renewal or revision of this Agreement.

Schedule "A"

Grounds Wage Rates per Hour

CLASSIFICATION	March 1, 2007	March 1, 2008	March 1, 2009	March 1, 2010	March 1, 2011	March 1, 2012
		2.5%	3%	3.5%	3.7%	4%
Mechanic	21.67	22.21	22.88	23.68	24.56	25.54
A. Superintendent	20.66	21.18	21.82	22.58	23.42	24.36
Foreman	19.92	20.42	21.03	21.77	22.56	23.46
Groundskeeper I (Irrigation Technician)	-	19.88	20.68	21.60	22.40	23.30
Groundskeeper I	19.20	19.68	20.27	20.98	21.76	22.63
Groundskeeper II/Gardener	17.59	18.03	18.57	19.22	19.93	20.73
Groundskeeper III/Gardener	16.38	16.79	17.29	17.90	18.56	19.30
Student	11.58	11.87	12.23	12.68	13.15	13.68

NOTE: Groundskeeper I/Irrigation Technician (New Classification)

This position is responsible for major irrigation installation and repairs in addition to Groundskeeper I responsibilities, and will be paid \$0.20/hr in addition to the Groundskeeper I rate effective March 1, 2008, with a further adjustment of \$0.20/hr effective March 1, 2009, and a further adjustment of \$0.20/hr effective March 1, 2010. These adjustments have been calculated into the rates shown in the chart above.

SCHEDULE "A"

Groundskeeper/Gardener Progression

1. For the purpose of progression through the salary scale a year shall be defined as 1100 hours of work, including time off while receiving WCB benefits, vacation, sick leave and educational leave of not more than 30 days.
2. There shall be a maximum of four (4) Groundskeeper I positions in a single season.
3. There shall be a maximum of four (4) Groundskeeper II positions in a single season.
4. Groundskeeper III/Gardener will be paid a hiring rate (Training Rate) of 15% less than the current rate at time of hiring: ref Schedule "A". Once the candidate has successfully completed the probationary periods as shown in Article 13.03 of the collective agreement, the candidate will be remunerated accordingly as per Schedule "A".
5. Groundskeeper/Gardener III shall move to Groundskeeper/Gardener II after completing two (2) years, (2200 hours) of work as vacancies arise.

Signed this _____ day of _____, 2002:

A handwritten signature in black ink, appearing to be "T.R.", written over a horizontal line.

MEMORANDUM OF AGREEMENT
BETWEEN
LEDGEVIEW GOLF AND COUNTRY CLUB
AND
CUPE LOCAL 774

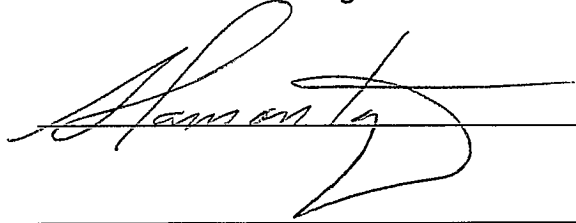
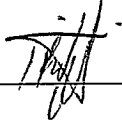
This Memorandum of Agreement between the parties constitutes final settlement of all outstanding collective bargaining issues with respect to the new Collective Agreement.

All of the terms and conditions of the new Collective Agreement are as contained in the attached document.

It is understood by the parties that with the exception of Schedule "A" all other benefits will apply on the date of execution of the Collective Agreement following ratification.

This Memorandum of Agreement is subject to ratification of the principles of the parties signatory hereto and both parties agree to recommend, to their respective principles, acceptance of all of the terms and conditions contained herein and in the attached document.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto this 20th day of Feb 2008.



SIGNED ON BEHALF OF THE UNION

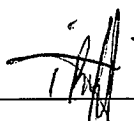
SIGNED ON BEHALF OF THE EMPLOYER

LETTER OF UNDERSTANDING
BETWEEN
LEDGEVIEW GOLF AND COUNTRY CLUB
AND
CUPE LOCAL 774
EMPLOYEE PRIVILEGES


During the term of this Agreement, the Employer will maintain the following employee privileges in accordance with current practice:

- Free Parking.
- Golf Course Play (includes Spouse)
For clarification, this benefit shall extend beyond an employee's period of lay-off for returning regular full-time employees. It is understood that play times shall not conflict with member's play or play of individuals who pay green fees.
- Power Carts at Members' Rate
- Grounds Staff can purchase meals from the Restaurant at a thirty percent (30%) discount immediately before or immediately after their shift and during their Lunch period. As of March 1, 2009, the meal discount will be forty percent (40%).
- Employer to provide Coffee supplies free of charge.
- Employer to provide Microwave and Fridge for employee use.

Signed this 20th day of Feb 2008.



SIGNED ON BEHALF OF THE UNION



SIGNED ON BEHALF OF THE EMPLOYER

LETTER OF UNDERSTANDING
BETWEEN
LEDGEVIEW GOLF AND COUNTRY CLUB
AND
CUPE LOCAL 774

RE: WORK OF THE BARGAINING UNIT


The Parties agree that the Golf Course Superintendent shall not perform maintenance work carried out by members of the bargaining unit if such work will result in the layoff of a member of the bargaining unit or, if such work will reduce the regular hours of work of any member of the bargaining unit.

In no event shall the Golf Course Superintendent perform bargaining unit work related to Article 3.02 "current practice of Management performing incidental duties necessary to ensure the efficient and hospitable operation of the business" for a period of more than fifteen (15) hours per month unless it has been mutually agreed upon by the Superintendent and the Shop Steward.

For the purpose of this Letter of Understanding it is agreed that the fifteen (15) hours per month the Golf Superintendent may spend performing bargaining unit work is in addition to any time the Superintendent may spend punching greens or applying pesticides.

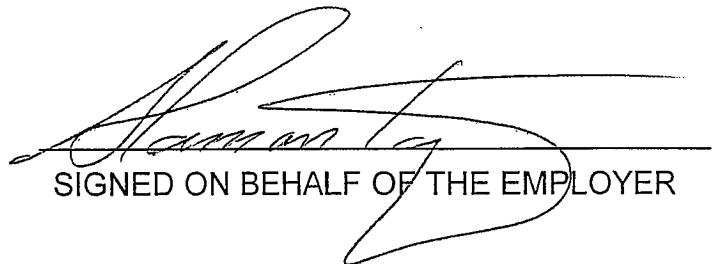
The aforementioned restrictions shall not apply during the Winter shutdown period.

For the purpose of this Letter of Understanding the Winter shutdown period shall be defined as being from December 15th to February 1st.

Signed this day of 2005⁸ 



SIGNED ON BEHALF OF THE UNION



SIGNED ON BEHALF OF THE EMPLOYER