

COLLECTIVE AGREEMENT

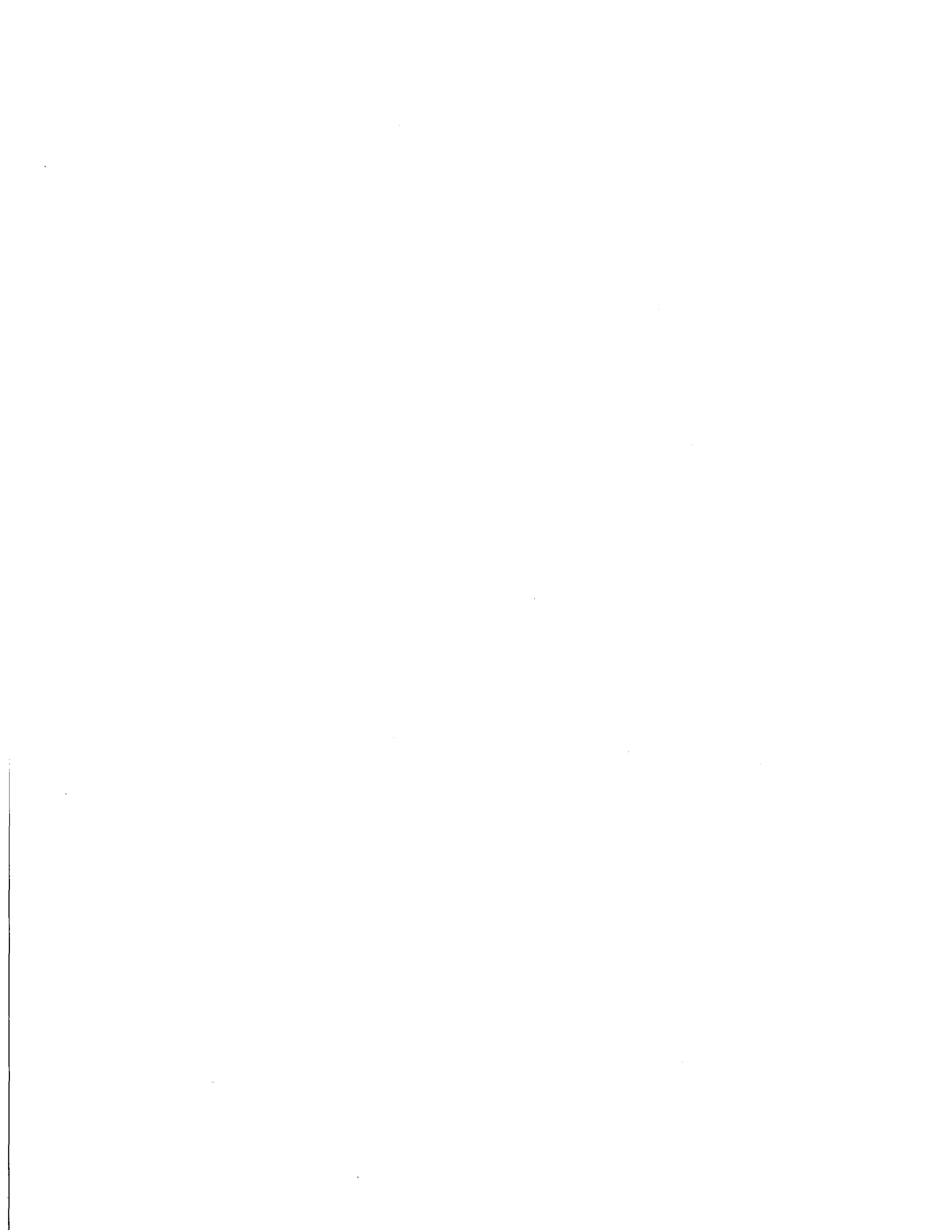
BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 358  
*(Hereinafter referred to the "Union")*

AND

COWICHAN GOLF & COUNTRY CLUB  
*(Hereinafter referred to the "Employer")*

**January 1, 2011 to December 31, 2015**



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## **ARTICLE 1 EMPLOYER'S RIGHTS**

The Union recognizes and agrees that subject to the terms of this agreement, the Employer retains the sole and exclusive right and authority to manage its operation and to conduct its business in a reasonable manner, including the right to:

- (a) hire and direct its workforce; determine job content; organize and assign work; establish methods, processes and means of performing work; determine the number of employees to be employed and the duties to be performed;
- (b) make and enforce reasonable rules to be observed by all employees and to revise such rules from time to time;
- (c) suspend, discipline and discharge employees for just cause;
- (d) designate reasonable job requirements; including determining the experience, skills, abilities, training and qualifications of employees to perform work.

## **ARTICLE 2 UNION MEMBERSHIP REQUIREMENT**

### 2.01 Membership Requirement

All employees covered by this Agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees covered by the Union Certification shall become members of the Union within thirty (30) days of employment and shall remain members in good standing in the Union as a condition of continued employment. Such employees shall complete the forms necessary for membership and dues deductions shall commence on the first pay day following employment.

### 2.02 Membership Cards

The Employer will supply the new employee with a membership card, as supplied by the Union, upon the commencement of employment and further, will inform the Union of the name and address of each new employee, plus indicate where the employee is employed.

## **ARTICLE 3 CHECK-OFF OF UNION DUES**

### 3.01 Check-off

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

3.02 Remittance to the Union

Deductions shall be made as prescribed each month and forwarded to the Secretary-Treasurer of the Union not later than the 10th day of the month following the deduction, together with a list of all employees from whom the deductions have been made.

3.03 Dues Receipts

At the same time that 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.

**ARTICLE 4 CORRESPONDENCE**

4.01 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Executive Officer of the Golf Club and the President and Shop Steward of the Union.

**ARTICLE 5 LABOUR-MANAGEMENT AND BARGAINING RELATIONS**

5.01 Bargaining Committee

The Union shall appoint three (3) members to the Bargaining Committee. The three (3) representatives so appointed shall be the Union designates to deal with the Employer on all matters relating to collective bargaining. This Committee shall also comprise the joint consultation committees pursuant to Section 53 of the BC Labour Code.

5.02 Exchange of Proposals

Both parties shall present their proposed amendments to this Agreement at the first bargaining meeting for renewal of this Agreement.

5.03 Additional Union Representation

It shall be the right of the Cowichan Golf & Country Club unit of Local 358 to have the assistance of an executive officer or the CUPE representative when dealing with the Employer on related union matters, working conditions, etc.

5.04 Pay For Meetings

Any employee, while meeting with the Employer or their representative, shall be paid their regular rate of pay if such meeting is held during regular working hours.



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## ARTICLE 6 GRIEVANCE PROCEDURE

### 6.01 Settling of Grievances

The parties agree that should differences arise between them as to the interpretation, application, operation or any alleged violation of this Agreement, there shall be no suspension of work on account of such differences, but earnest efforts shall be made to settle the same in the following manner:

- Step 1 If the employee(s), Shop Steward and the immediate Supervisor fail to settle the alleged grievance, which shall be submitted in writing within five (5) working days, the matter shall be taken up between the Union and the Employer.
- Step 2 If the grievance is not then settled within ten (10) working days either party may request, in writing within forty-five (45) days, that the grievance be submitted to arbitration as outlined in Article 6 immediately following.

### 6.02 No Loss of Pay or Benefits

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

## ARTICLE 7 ARBITRATION

### 7.01 Composition of Board of Arbitration

If such request is made, an arbitration board shall be appointed consisting of one (1) representative selected by the Employer and one (1) representative selected by the Union. Such representatives shall be appointed within five (5) days after the written request for arbitration has been received. The two (2) arbitrators so selected shall meet immediately after appointment and shall select a chairman of the arbitration board.

### 7.02 Failure to Appoint

If the two (2) arbitrators are unable to agree upon the selection of a chairman within forty-eight (48) hours, they shall then request the Minister of Labour (British Columbia) to appoint a chairman.

### 7.03 Board Procedure

The board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it.

7.04 Decisions of the Board

The decision of the majority of the members of the arbitration board shall be the decision of the board. The decision of the arbitration board shall be final and binding.

7.05 Expenses of the Board

Each of the parties hereto shall bear the expenses of the arbitrator appointed by it and the parties shall jointly bear the expense of the chairman of the board of arbitration.

**ARTICLE 8 DISCHARGE, SUSPENSION AND DISCIPLINE**

8.01 Discharge and Discipline Procedure

An employee may be disciplined but only for just cause. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of their 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.

8.02 Warnings

Whenever the Employer or their authorized agent deem it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union with a copy to the employee involved.

8.03 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line or to handle goods from an employer where a legal strike or lockout is in effect. Failure to cross such a picket line or handle goods from an employer where a legal strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action other than loss of pay for the period involved.

8.04 Access to Personnel File

An employee shall have the right, upon reasonable request, to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. An employee shall have the right to make copies of any material contained in their personnel record.

8.05 Employee Record

The record of an employee shall not be used against him at any time after twelve (12) months following any disciplinary action, including written warnings.

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## ARTICLE 9 SENIORITY

### 9.01 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 of the Union.

### 9.02 Probation For Newly Hired Employees

#### (a) Regular Employees

A regular employee is defined as an employee hired to a position with a duration of six (6) months or more in any calendar year.

A newly hired employee shall be on probation for a period of the first three (3) calendar months of their employment. Such employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment and employees shall be eligible to participate in benefits as per Articles 19.01 and 19.02.

#### (b) Seasonal Employees

A seasonal employee is defined as an employee hired to a position with a duration three (3) months up to six (6) months in any calendar year. The probationary period shall be a total of three (3) months' service calculated and accumulated over no more than two (2) seasons. Such employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of hire and employees shall be eligible to participate in benefits as per Articles 19.01 and 19.02. A seasonal employee shall have recall rights according to their seniority after completion of three (3) months' service.

#### (c) Casual Employees

A casual employee is defined as an employee hired to work on a casual basis to fill a position of less than three months duration. Such employees shall be entitled to all rights and benefits of the collective agreement except:

Article 9.05 Casual seniority only for the purpose of scheduling work opportunities

Article 11 – Layoff and recalls

Article 15 – Holidays – in accordance with the *Employment Standards Act*

Article 16 – Sick Leave

Article 17 – Leave of Absence

Article 19 – Employee Benefits

### 9.03 Loss of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:

- (a) The employee is discharged for just cause and is not reinstated.
- (b) The employee resigns in writing and does not withdraw within two (2) days.
- (c) The employee fails to return to work within seven (7) calendar 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.
- (d) Seasonal and regular employees who are laid off and subsequently attend educational courses shall retain their rights of recall for one (1) calendar year, HOWEVER when they become available for work they shall not have the right to bump another employee already working.

### 9.04 Notice by Employee on Termination

A regular employee who terminates their employment with the Employer shall, wherever possible, give the Employer two (2) weeks written notice of their intention to terminate their services.

### 9.05 Accumulation of Seniority

The Employer shall maintain a Seniority List showing the date upon which each employee's service commenced. In the event that more than one employee commenced service on the same date, such employees shall be placed in alphabetical order. An up-to-date Seniority List shall be posted on the Union bulletin board with a copy sent to the Union in June and December of each year.

## **ARTICLE 10 PROMOTIONS AND STAFF CHANGES**

### 10.01 Job Postings

When a vacancy occurs, including seasonal employment, the Employer shall within seven (7) calendar days, post notice for seven (7) calendar days so all employees will know about the vacancy and make application therefore.

### 10.02 Information in Postings

Such notice shall contain the following information:

- Nature of position
- Qualifications
- Required knowledge, education and skills
- Shift, hours of work
- Wage or salary rate or range.

Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state "this position is open to male and female applicants".

### 10.03 Role of Seniority in Promotions and Transfers

Both parties recognize the principle of promotion within the service of the Employer and 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 required qualifications in accordance with Article 9.02. 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.

### 10.04 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. The employee shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) calendar months. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to their former position, wage salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate and without loss of seniority.

### 10.05 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 sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hiring's, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

## **ARTICLE 11 LAYOFFS AND RECALLS**

### 11.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work.

#### 11.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. THEREFORE in the event of a layoff, employees shall be laid off in reverse order of their seniority, PROVIDED the employee has the necessary qualifications and abilities to perform the work available.

#### 11.03 Recall Procedure

Employees shall be recalled in the order of their seniority, PROVIDED the employee has the necessary qualifications and abilities to perform the work available.

#### 11.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

#### 11.05 Advance Notice of Layoff

- (a) Unless legislation is more favourable to the employees, the Employer shall provide written notice to all employees who are to be laid off at least two (2) calendar 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, the employee shall be paid for the days for which work was not made available.
- (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.
- (c) Notwithstanding subsections (a) and (b), advance notice of temporary layoff is not required due to unforeseen circumstances such as inclement weather, power disruptions, fire, earthquake, and any other conditions requiring, in the opinion of the employer, closure of the golf course.
- (d) In these circumstances, the Employer will make every effort to identify project work that can be done by the laid off employees so the lay off will not extend beyond a three (3) day period, that would benefit the Employer.

Such temporary layoff will be without pay.

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## ARTICLE 12 HOURS OF WORK

### 12.01 Hours

- (a) The normal working day shall consist of eight (8) hours worked within eight and one-half (8½) consecutive hours.
- (b) The normal working week shall consist of five (5) consecutive shifts of eight (8) hours each.

### 12.02 Definition of "Week"

The week will commence at 12:01 a.m. Monday and end the following Sunday at midnight.

### 12.03 Change of Shifts

- (a) Work schedules shall be posted at least seven (7) calendar days in advance. In the event that the shift schedule requires a change, the Employer shall give affected employees forty-eight (48) hours' notice of such change. In the case of severe weather related course conditions requiring immediate clean up, repair or preparation the required forty eight (48) hours notice may become twenty four (24) hours.
- (b) Special Events may result in a schedule change. If split shifts are required, they will have the following restrictions:
  - i. Minimum two (2) hours between shifts;
  - ii. Minimum four (4) hours per shift;
  - iii. In the event of a three (3) day tournament, if an employee work four (4) hours they will be paid eight (8) hours for that day.

### 12.04 Rest Periods

Employees shall be entitled to two (2) half-hour breaks during each shift, one of which shall be designated as a lunch break without pay. No employee shall be required to work during designated breaks in their shift.

### 12.05 Weekend Shift Schedule

Wherever possible, during the summer months of operation, weekend shift schedules (i.e.: Saturday and/or Sunday) will be assigned to qualified employees with the least seniority from either the regular or seasonal employment compliment, unless senior employees choose to accept the shifts.

## **ARTICLE 13 OVERTIME**

### 13.01 Overtime Defined

All time worked before or after the regular work day, the regular work week or on a holiday, shall be considered overtime.

### 13.02 Overtime Rates

Overtime work shall be paid for at the rate of double time (2 x) the regular rate of pay.

### 13.03 Distribution of Overtime

Overtime shall be divided among employees who are willing and qualified to perform the available work.

### 13.04 Time Off In Lieu

In lieu of payment for overtime worked an employee may accumulate, at the applicable overtime rate, a maximum of forty (40) hours per year to be taken in time off, between November 1st and March 1st in each year. The decision to opt for time off in lieu of pay must be made at the time the overtime is worked.

## **ARTICLE 14 HOLIDAYS**

### 14.01 Statutory Holidays

All employees shall receive the following statutory 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	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B. C. Day	Boxing Day

AND any other day proclaimed by the dominion, provincial or municipal governments.

### 14.02 Work on a Statutory Holiday

- (a) When an employee is required to work on a statutory holiday, such employee shall receive, in addition to the employee's normal pay for that day, double time (2 x) for all hours worked. In addition, at the employee's option, a different day off with pay at a mutually agreed time can be substituted for the normal pay for the statutory holiday.
- (b) A minimum of four (4) hours pay at overtime rates shall be paid if an employee is required to report for work on a statutory holiday.



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## ARTICLE 15 VACATIONS

### 15.01 Length of Vacation

Employees shall earn vacation on the following basis:

- (a) Casual employees and regular and seasonal employees with less than twelve (12) months service: Four percent (4%) of gross pay.
- (b) Regular and seasonal employees during their first (1<sup>st</sup>) and second (2<sup>nd</sup>) year of service: Two (2) weeks or four percent (4%) of gross pay.
- (c) Regular and seasonal employees during their third (3<sup>rd</sup>) year of service and up to and including their fifth (5<sup>th</sup>) year of service: Three (3) weeks or six percent (6%) of gross pay.
- (d) Regular and seasonal employees during their sixth (6<sup>th</sup>) year of service and up to and including their thirteenth (13<sup>th</sup>) year of service: Four (4) weeks or eight percent (8%) of gross pay.
- (e) Regular and seasonal employees during their fourteen (14<sup>th</sup>) year of service and up to and including their sixteenth (16<sup>th</sup>) year of service: Five (5) weeks or ten percent (10%) of gross pay.
- (f) Employees with seventeenth (17) years of service: Six (6) weeks or twelve percent (12%) of gross pay.

### 15.02 Choice of Vacation Dates

- (a) By May 1<sup>st</sup> of each calendar year employees shall indicate their preference for vacation periods.
- (b) As far as possible, vacations shall be granted at times requested by the employee. In the event of conflict, seniority shall govern.
- (c) There shall be a restricted vacation period during the months of March through September when no two employees in the same department shall have the same vacation days off.
- (d) Sequential selection of vacation dates when there is a conflict will be as follows. The senior employee will get first choice of dates, then the next senior employee will choose their dates and so on.

## **ARTICLE 16 SICK LEAVE PROVISIONS**

### 16.01 Sick Leave Entitlement

All employees shall be entitled to one (1) day sick leave per month at full pay.

### 16.02 Sick Leave Accumulation

Each employee shall be credited with the unused portion in each year of their sick leave credit, which shall accumulate, to a maximum of sixty (60) days.

### 16.03 Proof of Illness

Upon request by the Employer, a medical certificate from a licensed medical practitioner shall be required for any illness in excess of three (3) days. Any cost incurred to obtain a medical certificate shall be reimbursed by the Employer.

## **ARTICLE 17 LEAVE OF ABSENCE**

### 17.01 Leave of Absence For Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and benefits. Leave of absence without pay and without loss of benefits 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.

### 17.02 Pay During Leave of Absence for Union Work or Conventions

An employee shall receive the pay and benefits provided for in this Agreement when on 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.

### 17.03 Paid Bereavement Leave

An employee shall be granted a minimum of three (3) [on Vancouver Island and four (4) elsewhere] regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death or serious illness of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-parents, step-children, former guardian, ward, fiancé or any other relative who has been residing in the same household, or any other relative for whom an employee is required to administrator bereavement responsibilities. A relative shall include a person related by marriage, adoption or common law.

17.04 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence with pay to an employee who serves as juror or witness in any court. 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 travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

17.05 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when the employee requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

17.06 Maternity, Adoption & Parental Leave

Employees shall be entitled to maternity, adoption and parental leave as specified under the "*Employment Standards Act, Part 7*" as amended from time to time. The leave provisions of this Act shall be extended by the Employer on receipt of a physician's certificate which indicates that such an extension is for medical reasons.

Employees absent on Maternity, Adoption or Parental Leave shall continue to accumulate seniority during the length of leave provided by the *Employment Standards Act*.

**ARTICLE 18 PAYMENT OF WAGES AND ALLOWANCES**

18.01 Pay Rates

The wages to be paid by the Employer to the employees shall be those set forth in Schedule "A" attached hereto and forming part of this Agreement. Employees shall be paid every second Friday.

18.02 Group Registered Retirement Savings Plan

The Employer shall provide a Group Registered Retirement Savings Plan (RRSP) for employees with three (3) years or more of service. The terms and conditions of which shall be mutually agreed. Participation shall be at the option of the employee, who may contribute during their third (3<sup>rd</sup>) year of employment and thereafter, as of January 5, 2008 up to one and one half percent (1.5%) of their annual pay.

Such contributions shall be made by payroll deduction and the amount shall be matched by the Employer.

## **ARTICLE 19 EMPLOYEE BENEFITS**

### 19.01 Extended Health, Dental Plan Group Life Insurance and Long Term Disability Plans

- (a) (i) The group benefit plans shall be entered into and the costs of premiums shall be paid one hundred percent (100%) by the Employer for employees working an average of thirty (30) hours per week.

The agreed upon group benefit plan language is available in a separate document from the Employer.

- (ii) The employer agrees to set up a dental fund for each employee who does not have any dental coverage; for example through a spouse and shall contribute twenty cents (\$0.20) an hour for every hour the employee works. To access the employee's individual fund, the employee must present dental receipts for reimbursement by the employer. Monies not used will be returned to the employer at the end of each season. Monies not used will be kept in the employee's fund to accumulate.

- (b) Medical Services Plan of BC

All employees working twenty-four (24) hours or more per week shall be eligible for M.S.P.B.C. coverage on a cost sharing basis as follows: Employer to pay one hundred percent (100%) of premiums. This change to take effect on the first day of the month following the signing of a collective agreement.

### 19.02 Benefit Eligibility

All eligible regular and seasonal employees with three months service shall have the option to participate in the above-noted benefit plans. Employees shall continue benefits while on lay-off. The employees shall pay the Employer cost of the benefits each month during the period of lay-off. The Employer shall deduct the cost of such premiums by payroll deduction during the previous months of employment.

## **ARTICLE 20 HEALTH AND SAFETY**

### 20.01 Health and Safety Committee

A committee shall be established with equal representation from both parties to this Agreement and any matters referred to this committee that remains unresolved shall be submitted for a ruling by the Workers' Compensation Board.

#### 20.02 Clothing, Tools and Equipment

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment and protective 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.

#### 20.03 Hazardous Substances

The Employer shall provide all employees, where appropriate, with such information as may come into the Employer's possession which identifies the dangers involved with any hazardous substances that employees are required to use in the course of their work and will meet with the Union to designate hazardous work site areas for storage.

#### 20.04 Pesticide Certificates

Should a pesticide certificate be required by law in the use and handling of substances used on the premises, the Employer shall pay any expenses required by the course undertaken PROVIDING the employee completes the course successfully.

#### 20.05 Protective Clothing (Pesticide Application)

Protective clothing and safety equipment separate and apart from regular issue shall be supplied when handling any and all chemicals and pesticides. Refusal to handle or use chemicals and pesticides without this protection shall not result in any disciplinary action against such employee.

### **ARTICLE 21 TECHNOLOGICAL AND OTHER CHANGES**

#### 21.01 Technological Change

In the event of an introduction of change in the golf course operation which could affect the employment of current employees, both parties shall meet and endeavour to negotiate a suitable settlement. Should a suitable settlement not occur, then the matter shall be resolved in accordance with Article 6.

## **ARTICLE 22 CLOTHING ALLOWANCE**

### 22.01 Clothing Allowance - Regular Employees

The Employer shall provide employees up to two hundred fifty (\$250.00) dollars per calendar year for clothing to purchase and replace as required the items listed below. The employer shall forward to each employee \$250.00 on January 1<sup>st</sup> of each year for those year round employees. Upon receiving callback for seasonal employees the employer shall forward \$250.00 upon commencement of work. For new hires the employer shall at the completion of the three month probationary period forward \$250.00.

#### Grounds/Maintenance/Janitorial

- 1 complete rain wear suit including rubber boots
- 1 hard hat
- coveralls
- work gloves
- safety boots

The parties agree to jointly prepare a Letter of Understanding within thirty days of the signing of this agreement outlining the merchant and the parameters of the clothing allowance including how the monies will be accessed by the members.

## **ARTICLE 23 JOB SECURITY**

### 23.01 Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services presently performed by employees of the bargaining unit shall not be subcontracted, transferred, leased or assigned, in whole or in part to any non-bargaining unit employee, person or contractor, if such action would result in layoffs or failure to recall laid off qualified employees.

### 23.02 Work of the Bargaining Unit

Work assigned to bargaining unit employees shall not be undertaken by people outside the unit except in cases mutually agreed to by both parties.

## **ARTICLE 24 GENERAL CONDITIONS**

### 24.01 Bulletin Boards

The Employer shall provide bulletin boards, which are accessible to all employees upon which the Union shall have the right to post notes and information that may be of interest to the employees.

24.02 Continuation of Acquired Rights

All rights, benefits, privileges, customs, practices and working conditions that employees now enjoy, receive or possess shall continue insofar as they are consistent with this Agreement.

24.03 Job Descriptions

The parties will draw up job descriptions for all positions for which the Union is Bargaining Agent. These descriptions shall become the recognized job descriptions and shall be attached to and form part of the Collective Agreement. (Schedule B)

24.04 No Elimination of Present Classifications

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

24.05 Training

The Employer shall provide ongoing training and/or educational including, but not limited to, pesticide application, first aid and any course related to the employee's position to a maximum five hundred (\$500) dollars per year for completed courses.

24.06 Monthly Staff Meeting

The parties agree to hold monthly staff meetings on the fifteenth (15<sup>th</sup>) of each month. If this day falls on a weekend, the meeting shall be moved to the Friday preceding this date.

**ARTICLE 25 TERM OF AGREEMENT**

25.01 Duration

This Agreement shall be binding and remain in full force and effect from the 1<sup>st</sup> day of January 2011 to the 31<sup>st</sup> of December 2015 and shall continue in force from year to year thereafter unless either party exercises its rights to commence collective bargaining by serving notice of such intent in writing to the other party at least ninety (90) days prior to the expiration date of this agreement.

The parties agree to waive subsections (2) and (3) of Section 50 of the Labour Relations Code.

25.02 Continuation

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 lockout, or the parties conclude a renewal or revision of this Agreement.

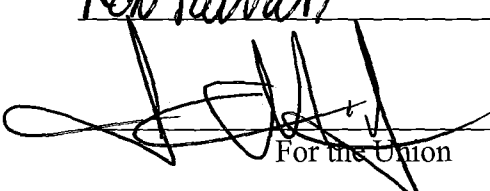
25.03 Retroactive Provisions

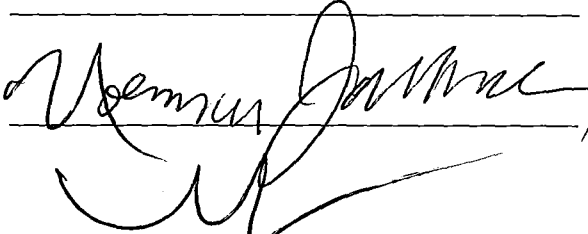
All revisions to the collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals

on this 17 day of July, ~~2012.~~  
2014 RDS

SIGNED at the City of Duncan in the Province of British Columbia.

\_\_\_\_\_  
Ron Salvetti  
\_\_\_\_\_  
  
\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Wesley J. ...  
\_\_\_\_\_  
  
\_\_\_\_\_  
For the Employer



**SCHEDULE "A"**

**COWICHAN GOLF & COUNTRY CLUB**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL NO. 358**

**WAGE RATES PER HOUR**

Classification	Jan. 1, 2011	Jan. 1, 2012	Jan. 1, 2013	Jan. 1, 2014	Jan. 1, 2015
	0.00%	1.50%	1.50%	1.50%	1.50%
Labourer	\$13.40	\$13.60	\$13.80	\$14.01	\$14.22
Custodian	\$14.74	\$14.96	\$15.18	\$15.41	\$15.64
Groundskeeper One	\$17.60	\$17.86	\$18.13	\$18.40	\$18.68
Groundskeeper Two	\$16.52	\$16.77	\$17.02	\$17.28	\$17.54
Groundskeeper	\$19.64	\$19.93	\$20.23	\$20.53	\$20.84
Foreman	\$21.74	\$22.07	\$22.40	\$22.74	\$23.08
Mechanic	\$23.09	\$23.44	\$23.79	\$24.15	\$24.51

**SCHEDULE “B”**

**JOB DESCRIPTIONS**

**COWICHAN GOLF & COUNTRY CLUB**

The following Employee Classifications with appropriate Job Descriptions shall be attached to the Collective Agreement as Schedule “B”:

Labourer

Custodian

Groundskeeper Assistant

Groundskeeper

Foreman

Mechanic

as per Article 24.03 of the Collective Agreement.

**SCHEDULE "B"**

**COWICHAN VALLEY GOLF & COUNTRY CLUB**

**JOB DESCRIPTION**

**POSITION:** **Labourer**  
**DEPARTMENT:**  
**POSITION STATUS:**  
**IMMEDIATE SUPERVISOR:** Greens/Superintendent

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**NATURE AND SCOPE OF WORK:**

Under the close supervision of the Superintendent and/or Foreman, carries out assigned duties subject to check by Supervisor on hand.

**RESPONSIBILITIES:**

- Weeding, hand irrigating, raking, shovelling and cleaning up of the grounds.
- Operate basic equipment including lawnmowers, weedeaters, trimmers, sod cutters, blowers, etc., and the equipment necessary to transport such equipment. Carry out lubrications of same.
- Operate self-propelled mowers under direction from Superintendent/foreman.
- Report promptly to the Mechanic/Foreman/Superintendent any mechanical failure or body damage to vehicles, equipment or tools.
- Perform duties in compliance with safety regulations.
- Provide manual labour when required.
- Carry out other related duties.

**JOB REQUIREMENTS**

- Possess a valid BC Drivers Licence.
- Experience in similar field/work.
- Physical ability to perform all related duties in a variety of working conditions.

**HOURS OF WORK**

Due to the nature.

## SCHEDULE "B"

### COWICHAN VALLEY GOLF & COUNTRY CLUB

#### JOB DESCRIPTION

<b>POSITION:</b>	<b>Custodian</b>
DEPARTMENT:	Clubhouse
POSITION STATUS:	Union/Regular
IMMEDIATE SUPERVISOR:	CEO Manager

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#### NATURE AND SCOPE OF WORK:

Routine cleaning of floors, walls stairways and various fixtures. Moves heavy furniture. Performs heavy cleaning tasks as required using power cleaning equipment.

#### RESPONSIBILITIES:

- Dust mops, damp-mops, washes, power-scrubs, strips, spray-buffs, waxes and polishes floor surfaces, walls, ceilings, doors, windows.
- Collects and removes garbage; transports to designated area.
- Vacuums, sweeps and shampoos carpet and upholstery surfaces.
- Moves furniture such as tables and chairs.
- Removes and replaces curtains and drapes.
- Washes, sanitizes and/or polishes toilets, urinals, sinks, showers and tile, chrome and stainless steel surfaces.
- Replenishes dispenser articles such as toilet tissue, paper towels and hand soap.
- Launder towels and wash rags as required.
- Maintains housekeeping supplies and cleanliness of housekeeping equipment.
- Mixes and uses a variety of cleaning solvents and solutions.
- Uses equipment such as polisher/scrubber, shampoo machines, wet-dry vacuum, carts, ladder, assorted mops and pails.
- Perform minor maintenance and repairs as required.

#### JOB REQUIREMENTS:

- Ability to deal courteously, tactfully and diplomatically with other employees and members of the public.
- Ability to operate various types of janitorial equipment.
- Must possess a mechanical aptitude.
- Ability to carry out a WHMIS safety program.

#### HOURS OF WORK:

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**SCHEDULE "B"**

**COWICHAN GOLF & COUNTRY CLUB**

**JOB DESCRIPTION**

**POSITION:** **Grounds Keeper Assistant**  
**DEPARTMENT:** Greens & Grounds  
**IMMEDIATE SUPERVISOR:** Superintendent

---

**NATURE AND SCOPE OF WORK:**

Under the general supervision of the Superintendent and/or Foreman, carries out assigned duties in accordance with established procedures and practices. Work is subject to check by supervisor.

**RESPONSIBILITIES:**

- Operate all machinery involved in golf course maintenance.
- Provide manual labour when required.
- Clean work areas, equipment and tools.
- Carry out lubrication and minor adjustment of equipment.
- Report promptly to the Mechanic/Foreman/Superintendent any mechanical failure or body damage to vehicles, equipment or tools.
- Perform duties in compliance with safety regulations.
- Perform routine and periodic procedures for proper course maintenance.
- Carry out other related duties as assigned by the Superintendent/Foreman.

**JOB REQUIREMENTS:**

- Possess a valid BC Drivers Licence.
- Physical ability to perform all related duties in a variety of working conditions.
- Six months related experience required.

**HOURS OF WORK:**

## SCHEDULE "B"

### COWICHAN GOLF & COUNTRY CLUB

#### JOB DESCRIPTION

<b>POSITION:</b>	<b>Groundskeeper</b>
<b>DEPARTMENT:</b>	Greens & Grounds
<b>IMMEDIATE SUPERVISOR:</b>	Superintendent

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#### NATURE AND SCOPE OF WORK:

Under the direction of Superintendent and/or Foreman carries out assigned duties, following established procedures or practices.

#### RESPONSIBILITIES:

- Operate all machines involved in golf course maintenance.
- Convey acquired knowledge to all other staff (regular and seasonal).
- Carry out lubrication and minor adjustments of equipment.
- Perform all duties in compliance with safety regulations.
- Report promptly to the Mechanic/Foreman/Superintendent any mechanical failure or body damage to vehicles, equipment or tools.
- Provide manual labour when required, including garden maintenance.
- Apply fertilizer and pesticide on the golf course as required.
- Keep clean work areas, along with equipment and tools.
- To carry out other related duties as required.

#### JOB REQUIREMENTS:

- Possess a valid BC Drivers Licence.
- Possess a valid BC Pesticide Applicators Certificate.
- Must have practical knowledge of reels including: maintenance, adjustments and backlapping.
- Twenty months experience in all phases of course maintenance.
- Ability to operate all machinery competently.
- Experience in pesticide, seed and fertilizer applications.
- Ability to perform irrigation repairs, installation and setup.
- Participating knowledge of the game of golf.
- A physical ability to perform all related duties in a variety of working conditions.

#### HOURS OF WORK:

**SCHEDULE "B"**

**COWICHAN VALLEY GOLF & COUNTRY CLUB**

**JOB DESCRIPTION**

**POSITION:** Foreman  
**DEPARTMENT:**  
**POSITION STATUS:**  
**IMMEDIATE SUPERVISOR:**

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**NATURE AND SCOPE OF WORK:**

Under the direction of the Superintendent, carries out assigned duties. When appropriate, follows established or non established procedures or practices, but has access to consult with the Superintendent if required.

**RESPONSIBILITIES:**

- Direct and participate in the maintenance and development of all phases of the golf course.
- In the absence of the Superintendent, the Foreman will assume responsibility for execution of all phases of work, and will act as the contact person between the crew and the Club Manager.
- Instructs equipment operators in the safe, efficient operation and care of mowing and other equipment.
- Deployment of staff where required.
- Overseeing all work to satisfactory completion.
- Overseeing the operation, maintenance and repair of motorized and mechanical equipment, and perform related mechanical tasks if required.
- Perform other tasks related to the above.

**JOB REQUIREMENTS:**

- Possess a valid BC Drivers Licence.
- Possess a valid BC Pesticide Applicators Licence.
- Participating knowledge of the game of golf.
- Working knowledge of cutting equipment, irrigation systems and watering practices, as well as drainage methods.
- Knowledge and experience in use of fertilizers.
- A physical ability to perform all related duties in a variety of working conditions.
- Turf management certificate of (equipment) experience.
- 2 years supervisory experience.

**HOURS OF WORK:**

Due to the nature.

## SCHEDULE "B"

### COWICHAN GOLF & COUNTRY CLUB

#### JOB DESCRIPTION

**POSITION:** **Mechanic (Seasonal)**  
**DEPARTMENT:** Greens & Grounds  
**IMMEDIATE SUPERVISOR:** Superintendent

#### NATURE AND SCOPE OF WORK:

Under indirect supervision of the Superintendent, carries out assigned duties. Where appropriate follows established or non-established procedures or practices with little or no Supervisor assistance.

#### RESPONSIBILITIES:

- Makes major and minor repairs on a variety of gasoline and diesel powered equipment.
- Keeps all equipment in efficient operable condition at all times.
- Organizes and maintains clean service area and maintenance building, and performs related tasks as required.

#### TYPICAL TASKS:

Inspects, adjusts, diagnoses, repairs mechanical defects in all types of golf course maintenance equipment. Does mower grinding, sharpening. Performs general overhaul of motors, repairs transmissions, differentials, carburetors, distributors, fuel pumps, steering systems, starters, generators, universal joints, hydraulic systems and high-pressure pumps, valves, and hydrostatic systems. Installs and adjust brakes. Installs batteries, tires, wiring and glass. Does machining or welding work in making fittings used in automotive equipment, fabrication of tools and equipment for golf course. Does occasional automotive painting or body and fender repair work. Maintains records of preventative maintenance, repairs made, orders replacement parts, as required and provides paper work to Superintendent.

#### JOB REQUIREMENTS:

- Possess a valid BC Drivers Licence.
- Proven ability to maintain and repair all types of golf course equipment.
- Ability to schedule repairs and maintenance of equipment.
- Be physically able to perform all related duties.
- Possess welding experience with arc and oxy-acetylene.
- Four-year mechanical experience.
- Knowledge of hydraulics and diesel equipment.

#### HOURS OF WORK:



**SCHEDULE “B”**

**JOB DESCRIPTIONS**

**COWICHAN GOLF & COUNTRY CLUB**

The parties agree to form a committee to review job descriptions for completion prior to December of 2008.

Review all job descriptions including newly created positions.

**SCHEDULE “B”**

**COWICHAN GOLF & COUNTRY CLUB**

**Completion of Three Years as Grounds Keeper Two**

After successful completion of three years of service as a Grounds Keeper Two, the incumbent will be increased to the position of Groundskeeper One (refer to Schedule A.)

The parties agree this provision will begin January 1, 2009.

**LETTER OF AGREEMENT #1**

Between

Cowichan Golf and Country Club

and

CUPE LOCAL 358

**Subject: Duty to Accommodate**

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The Union and Employer agree to draw up a letter of understanding which will outline procedural duty to accommodate language (The Union to provide information which may include duty to accommodate language from other employers to act as a reference and a guide for accommodation language completion).

**LETTER OF AGREEMENT #2**

Between

Cowichan Golf and Country Club

and

CUPE LOCAL 358

**Subject: Pension Plan (Article 18.02)**

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The parties agree to having joint discussions around a mutually agreed upon pension plan. CUPE will investigate and bring information of the multi-sector pension plan. These discussions will take place before December 31, 2014.