

COLLECTIVE AGREEMENT

BETWEEN

**QUILCHENA GOLF AND COUNTRY CLUB
(the "Employer")**

-and-

**CUPE LOCAL 4964
(the "Union")**

March 1, 2017 – February 28, 2022

TABLE OF CONTENTS

PREAMBLE:	6
ARTICLE 1 - UNION RECOGNITION	6
1.01 Recognition	6
1.02 Exclusions	6
1.03 Recognition of Shop Stewards	6
1.04 Qualifications	6
1.05 No Union Activities	6
1.06 Union Representatives	7
1.07 No Conflicting Agreements	7
1.08 Payment of Dues	7
1.09 Remittance of Dues	7
1.10 Disclaimer/Indemnity	7
1.11 New employees	7
1.12 Contact Information	7
1.13 Work Site Access	8
ARTICLE 2 - MANAGEMENT RIGHTS	8
2.01 Rights Reserved	8
2.02 Management Performing Bargaining Unit Work	8
ARTICLE 3 - EMPLOYMENT STATUS AND CLASSIFICATIONS	9
3.01 Probationary Period	9
3.02 Full-Time Regular Employees	9
3.03 Seasonal Employees	9
3.04 Greenskeeper Labourer	9
3.05 Greenskeeper 3	10
ARTICLE 4 - SENIORITY	10
4.01 Definition	10
4.02 Layoff/Recall Layoff	10
(a) Sequence	10
(b) Bumping	10
Recall	10
a) Employee's Responsibility	10
b) Rate Upon Recall	11
4.03 Less Desirable Work Assignments	11
4.04 Seniority Date	11
4.05 Leaving the Bargaining Unit	11
4.06 Leaves of Absence	11
4.07 Probationers	11
4.08 Seniority List	11
4.09 Loss of Seniority	12
ARTICLE 5 - HOURS OF WORK	12
5.01 No Guarantee	12
1. Normal Hours	12
5.03 Definitions	13
5.04 Starting/Stopping Times	13
5.05 Work Schedules	13
5.06 Meal Break	13
5.07 Rest Periods	13
5.08 Minimum Call-In Pay	14
5.09 Split Shifts	14
15.10 Acting Supervisor Premium	14
ARTICLE 6 - STATUTORY HOLIDAYS	14

6.01 Statutory Holidays	14
6.02 Overtime.....	15
6.03 Eligibility	15
6.04 Statutory Holiday Pay.....	15
6.05 Statutory Holiday During Vacation.....	16
6.06 Statutory Holiday Falling on Day Off.....	16
ARTICLE 7 - ANNUAL VACATION	16
7.01 Vacation Entitlement - All Employees	16
7.02 Vacation Pay.....	16
7.03 Scheduling.....	17
7.04 No Carry Over.....	17
ARTICLE 8 - LEAVES OF ABSENCE	17
8.01 Union Business.....	17
8.02 Compassionate Leave and Bereavement Leave.....	18
8.03 Jury or Witness Duty.....	18
8.04 General Leave	18
8.05 Pregnancy, Parental and Family Leaves.....	18
8.06 Union Negotiating Committee.....	19
8.07 Anti-Discrimination and Respectful Workplace.....	19
ARTICLE 9 - EMPLOYEE BENEFITS	19
9.01 Group Benefit Plan	19
9.02 Group Benefit Plan Booklet.....	19
9.03 Limitation of Liability.....	19
9.04 Benefits	19
9.05 Pension Plan	20
9.06 Vision Care	20
9.07 Eligibility	20
9.08 Benefit Coverage	20
9.09 Sick Leave	20
9.10 Medical Reports.....	21
ARTICLE 10 - SAFETY	21
10.01 Protective Clothing and Safety Equipment	21
ARTICLE 11 - VACANCIES AND PROMOTIONS	22
11.01 Vacancies	22
11.02 Criteria.....	22
11.03 Trial Period	22
ARTICLE 12 - LABOUR-MANAGEMENT COMMITTEE	23
ARTICLE 13 - GRIEVANCE PROCEDURE	23
13.01 Definition.....	23
13.02 Grievance Procedure.....	23
13.03 Investigation and Processing of Grievances	24
13.04 Referral to Arbitration	24
13.05 Policy Grievance.....	24
13.06 Failure to Observe Time Limits.....	24
13.07 Settlements.....	24
13.08 Single Arbitrator	25
13.09 Binding Decision	25
13.10 Jurisdiction of Arbitrator.....	25
13.11 Cost of Arbitrator.....	25
ARTICLE 14 - GENERAL	25
14.01 Definition.....	25
14.02 Gender References.....	25
14.03 Time Span References	25
14.04 Bulletin Board	25
14.05 Savings Clause	25
ARTICLE 15 - CLASSIFICATIONS AND RATES OF PAY	26

15.01 Wage Rates	26
15.02 Credit for Prior Experience	26
15.03 New Classifications	26
15.04 Job Descriptions	26
15.05 Changes in Classifications	26
15.06 Paydays	26
15.07 Overtime Pay	26
15.08 Authorization Required	27
15.09 Overtime Allocation	27
15.10 Overtime Bank	27
ARTICLE 16 - TERM OF AGREEMENT	27
16.01 Notice to Bargain	27
16.02 Prohibition	27
16.03 Exclusion	27
APPENDIX "A"	28
APPENDIX "B"	30
APPENDIX "C"	31
LETTER OF UNDERSTANDING NO. 1	33
LETTER OF UNDERSTANDING NO. 2	34
LETTER OF UNDERSTANDING NO. 3	35
LETTER OF UNDERSTANDING NO. 4	36

PREAMBLE:

The following are the purposes of this Agreement:

- (a) to establish and maintain an orderly and harmonious relationship between the Employer, the Union and the employees, so that efficient operations are maintained;
- (b) to set forth all agreements between the Employer and the Union regarding rates of pay, hours of work and other conditions of employment; and
- (c) to provide an amicable method for final and conclusive settlement without stoppage of work of all disputes between the persons bound by this Agreement respecting its interpretation, application, operation or alleged violation, including a question as to whether a matter is arbitrable.

ARTICLE 1 - UNION RECOGNITION

1.01 Recognition

The Employer recognizes the Canadian Union of Public Employees Local 4964 as the sole and exclusive bargaining agent for the employees of Quilchena Golf and Country Club for whom they have been certified by the Labour Relations Board of British Columbia.

1.02 Exclusions

Persons represented by other certified bargaining units. Persons excluded by the Labour Relations Code of British Columbia and the General Manager, Superintendent and Assistant Superintendent of Quilchena Golf and Country Club.

1.03 Recognition of Shop Stewards

The Employer shall recognize up to two (2) Shop Stewards, elected by the employees.

The Union shall provide the Employer the names and contact information of all Union Officers at the beginning of every year or when there is a change in the Union Officers.

1.04 Qualifications

The Shop Stewards and Union Officers shall be employees of the bargaining unit.

1.05 No Union Activities

Neither the Union nor the employees will engage in any Union activities on Employer premises during working hours, except as provided in this Agreement or otherwise agreed.

1.06 Union Representatives

An authorized representative of the Union shall have the right to contact employees at the workplace to discuss matters respecting this Agreement or its administration. The Union shall obtain authorization from the Employer as to the appropriate time for such contact before meeting the employee(s). Such authorization shall not be withheld unreasonably. The Union will attempt to limit all such contacts to non-working hours.

1.07 No Conflicting Agreements

No employee will be required or permitted to make a written or verbal agreement with the Employer or its representatives, which conflicts with the terms of this Collective Agreement.

1.08 Payment of Dues

All employees in the bargaining unit, excluding those exempted under Section 17 of the *Labour Relations Code*, shall pay dues to the Union.

1.09 Remittance of Dues

The Employer agrees to deduct Union initiation fees and dues from the employee's wages and to remit the monies so collected to the Union not later than the tenth (10th) day of the following month, together with a written statement containing the names of all employees for whom such deductions were made and the amount of each deduction.

1.10 Disclaimer/Indemnity

The Employer shall have no financial responsibility for the fees or dues of any employee, unless the Employer owes an employee sufficient unpaid wages to pay the fees and dues assigned. The Union agrees to indemnify and hold the Employer harmless against any claims, demands, actions or charges brought against the Employer by an employee as a result of the application of this Article.

1.11 New employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

1.12 Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number or cellular number, work email, and if available, personal email.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual, or on leave).

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

1.13 Work Site Access

The representative designated by the Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid. Such meetings are not to exceed the allotted time of the breaks.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Rights Reserved

The Union recognizes and agrees that it is the function of the Employer to exercise the regular and customary functions of management and to direct the working forces, subject to the terms of this Agreement. Except as specifically abridged, restricted, granted or modified by this Agreement, or by the law, all rights, powers and authority which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer.

2.02 Management Performing Bargaining Unit Work

It is recognized that the Golf Course Superintendent and Assistant Superintendent are primarily employed for supervisory duties and are not to perform an amount of Bargaining Unit work which would result in a loss of Bargaining Unit personnel.

Management shall not be allowed to perform bargaining unit work if:

- 50% of the seasonal employees are laid off between May 1st to August 31st, or
- Any Greenskeeper 2 employee is laid off or on reduced hours between April 1 to September 30; unless the employee has been recalled and is unavailable to return to work, or
- if any full-time regular employee is laid off or on reduced hours.

The Employer accepts the guarantee that the staffing levels in the bargaining unit are:

1. Six (6) Full Time regular employees, and,
2. Eleven (11) Seasonal employees.

During the period of May 1 to August 31 management will limit their duties to the following:

- Cultural practices (aerating, topdressing, fertilizing/spraying, overseeding)
- Irrigation related duties
- Project work
- Assisting employees in completing tasks

Management may perform bargaining unit work at any time if an emergency situation requires it.

Should extraordinary situations arise, the parties shall meet to discuss alternative options to deal with management performing bargaining unit work.

ARTICLE 3 - EMPLOYMENT STATUS AND CLASSIFICATIONS

While the Collective Agreement generally applies to all employees, certain specific benefits and rights apply to specific classifications of employees as set out herein.

3.01 Probationary Period

Each newly hired employee shall serve a probationary period of ninety (90) days actually worked, commencing with the date he/she begins work as a regular or seasonal employee.

If the Employer, in its sole discretion, decides that a probationary employee is unsuitable for continued employment, that his/her performance is unsatisfactory or that the employee is unwilling or unable to properly carry out his/her duties, the Employer may terminate the employee's employment at any time during the probationary period.

3.02 Full-Time Regular Employees

Full-time regular employees are regularly scheduled employees who normally work thirty-eight (38) hours per week, year-round

3.03 Seasonal Employees

Seasonal employees are employees hired primarily as Greenskeeper Labourers to work during the golf season (between March 1st and December 15th). A seasonal employee may only become a full time employee, or be appointed to a different job classification by applying for and being appointed to a posted vacancy pursuant to Article 11. Due to operational requirements, seasonal employees may be hired before March 1st with the agreement of the Union and may be kept after December 15th with the agreement of the employee and Union.

Positions that have been filled for twenty-four (24) consecutive months with seasonal employees will be posted and filled by the Employer as Regular full-time positions in the twenty-fifth (25th) month.

3.04 Greenskeeper Labourer

Employees who are employed as seasonal employees in the Greenskeeper Labourer

classification after June 16, 2006 are not covered by the benefit plans under Article 9-Employee Benefits.

3.05 Greenskeeper 3

Employees who are employed as seasonal employees in the Greenskeeper 3 classification shall not be eligible for the benefit plans under Article 9-Employee Benefits.

ARTICLE 4 - SENIORITY

4.01 Definition

Seniority means an employee's total length of continuous service with the Employer, including service rendered prior to the date of certification. Continuous service shall also include periods of layoff where the employee is recalled within nine (9) months.

4.02 Layoff/Recall Layoff

In the event of layoffs taking place due to reduction of the working force, such reduction shall be made on the basis of seniority, ability and job requirements.

The Employer shall provide at least two (2) weeks' notice from tentative effective day to the Union. In the Event a layoff is required outside of traditional seasonal layoff, as much advance notice as possible will be given to the Union. If any reduction of hours or layoff for Full Time employees is being contemplated, the Parties shall meet to discuss potential options to mitigate the effects.

(a) Sequence

The following order shall apply for layoffs:

- (i) Greenskeeper Labourer;
- (ii) Greenskeeper 3;
- (iii) Seasonal; and then
- (iv) full-time regular employees.

(b) Bumping

Subject to the above sequence, the most junior employee within the above classifications shall be the first to be laid off. Therefore, no bumping shall be allowed or required.

Recall

For the purposes of recall from layoff, the above procedure and sequence shall be reversed. If the Employer is unable, after reasonable efforts, to contact a laid off employee within seventy-two (72) hours, the Employer may recall the next employee in the sequence.

a) Employee's Responsibility

It is the responsibility of all laid off employees to keep the Employer advised at all times of where and how they can be contacted for recall purposes.

The employee shall provide the Employer with most current email address, mailing address and primary contact phone number.

b) **Rate Upon Recall**

Employees recalled to work shall receive the current rate for the classification into which they are recalled.

- c) Seasonal Employees hired after June 16, 2006 do not have recall rights after their first season of employment. Recall rights for seasonal employees only apply after the employee has completed two (2) seasons of work.

4.03 Less Desirable Work Assignments

It is recognized that some course maintenance jobs are more desirable than others. Therefore, the Employer will endeavour, where practicable, to assign the less desirable jobs to the less senior employees.

4.04 Seniority Date

Except as provided in this Agreement, an employee's seniority date will be their first day worked if different from day of hire.

In the event that two (2) or more employees have started on the same day for seniority purposes and a decision with regard to seniority is required, if the employees cannot mutually agree, the decision will be made by a coin toss. Employees are to confirm the decision in writing, with copy provided to the Union.

4.05 Leaving the Bargaining Unit

An employee who leaves the bargaining unit to fill another position with the Employer shall continue to accumulate seniority and shall have the right to exercise their seniority to return to the bargaining unit for a period of ninety (90) calendar days. After the expiry of that period, the employee's seniority shall be lost.

4.06 Leaves of Absence

Seniority shall continue to accrue during an approved leave of absence authorized by this Agreement.

4.07 Probationers

Seniority shall not accrue during a new employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be backdated to their first day of work.

4.08 Seniority List

A mutually agreed seniority list at the beginning of the year shall be attached to this agreement

as Appendix "B" and be updated as required.

The Employer shall provide the Union a copy of the most up to date seniority list once a year or as reasonably requested.

4.09 Loss of Seniority

Seniority shall be lost and employment terminated where an employee:

- (a) resigns;
- (b) is discharged for just and reasonable cause, and not subsequently reinstated;
- (c) is laid off without being recalled for a period of nine (9) consecutive months;
- (d) is recalled from a layoff on or after March 1, and fails to report for work within seventy-two (72) hours after being recalled by telephone, email or registered letter addressed to the address last provided by the employee to the Employer;
- (e) is absent without leave for three (3) or more consecutive days without notifying the Employer, unless they give reasons satisfactory to the Employer for their failure to do so.

ARTICLE 5 - HOURS OF WORK

5.01 No Guarantee

The provisions of this Article are intended to outline the normal or regular hours of work. They are not intended to provide a guarantee of such hours beyond the specific provisions of this Article. In the event a reduction of hours is necessary, the Employer shall follow the layoff sequence as stated in Article 4.02(a) "Sequence".

In the event of a need to change the hours of work due to extraordinary situations (i.e., planned Golf Tournaments, etc.) that affect the bargaining unit, the Parties shall meet at least two (2) weeks before implementation to have meaningful discussions in looking at alternative and mutually agreeable options to mitigate the effects to the bargaining unit.

1. Normal Hours

- a) The regular work week shall consist of thirty-eight (38) hours per week, with employees scheduled five (5) consecutive days per week;
- b) On weekdays (Monday to Friday) the normal hours of work for regular full-time employees shall be eight (8) hours per day, starting between the hours of 4:00 a.m. and 7:00 a.m.
- c) On weekends (Saturday to Sunday), the normal hours of work for regular full-time employees shall be six (6) hours per day, starting between the hours of 4:00 a.m. and 7:00 a.m.
- d) It is understood that employees working in the classifications of Horticulturalist and Mechanic shall work five (5) days a week, Monday to Friday, and the Employer shall, for the purpose of applying Article 5.06(c), and 15.07, designate one (1) of those days as a

weekend on the posted schedule.

- e) Seasonal employees shall have flexible hours of work and starting times, with seasonal and weather related adjustments. Seasonal employees will be afforded two (2) consecutive days off per week.
- f) Any employee working between the hours of 9:00pm and 4:00am will be paid an additional shift differential of two dollars (\$2) per hour for all hours or portion thereof worked.

5.03 Definitions

A day shall commence at 12:01 a.m. and end twenty-four (24) hours later. A week shall commence at 12:01 a.m. Sunday and end the following Saturday at midnight.

5.04 Starting/Stopping Times

The determination of regular starting and stopping times for daily and weekly work shall be made exclusively by the Employer and may be changed by the Employer from time to time, subject to the provisions of 5.02 (a), 5.02 (b), and any other applicable articles of this Agreement.

5.05 Work Schedules

The Employer shall post a one (1) week schedule at least ten (10) days in advance that is easily accessible and visible to employees. Any changes will be posted with as much notice as possible.

The Employer will make every reasonable attempt to accommodate the employee's previous commitments.

5.06 Meal Break

An employee who works more than five (5) consecutive hours in a day shall receive an unpaid meal break of one half (1/2) hours duration. Meal breaks will be arranged between the employee and their supervisor and shall commence no sooner than three (3) hours and end no later than five (5) hours after the beginning of the employee's shift.

If an employee wishes to on occasion work through their meal break and leave work earlier by the respective time of the untaken meal break, they must provide prior notification and receive approval by the immediate supervisor. The supervisor shall not deny such request unreasonably.

5.07 Rest Periods

- a) An employee who works more than five (5) consecutive hours on a weekday (Monday to Friday) shall receive a fifteen (15) minute paid rest period before the meal break and a fifteen (15) minute paid rest period after the meal break at times mutually agreed between the employee and their supervisor. An employee who works five (5) consecutive hours or less in a day shall receive a fifteen (15) minute paid rest period at a time mutually agreed between the employee and their supervisor. The rest period shall normally occur in the employee's immediate area of work.
- b) An employee who works more than five (5) consecutive hours on a weekend (Saturday or

Sunday) shall receive a fifteen (15) minute paid rest period. The rest period shall normally occur in the employee's immediate area of work.

5.08 Minimum Call-In Pay

The Employer shall pay all employees reporting to work as required by the Employer, a minimum in any one (1) day of four (4) hours pay at the employee's regular wage rate, unless:

- a) the employee's work is suspended because of weather or other reasons completely beyond the control of the Employer, in which case the employee may volunteer to work and be paid less than four (4) hours; or
- b) the employee is called in to deal with an emergency, in which case the minimum call-in pay shall be four (4) hours pay or hours worked, whichever is the higher, at the employee's applicable wage rate.

5.09 Split Shifts

- a) Full time regular and seasonal employees will not be required to work a split shift, unless the employee agrees to do so.
- b) Seasonal Employees hired after June 16, 2006 may be regularly scheduled to work a split shift through-out the season.
- c) Employer will only use splits if necessary and will make every effort to avoid such practice.
- d) A split shift shall be no more than seven (7) working hours. Such seven (7) hours shall be paid for at eight (8) hours pay.
- e) Total elapsed time shall not exceed twelve (12) hours and only one (1) split shall be allowed in a shift, unless the employee agrees to do so.
- f) Any break of more than two (2) hours in a shift shall constitute a split shift.

15.10 Acting Supervisor Premium

When the Superintendent and Assistant Superintendent are away from the workplace, the senior Foreman working shall be paid an additional two dollars (\$2) per hour premium for taking on the supervisory duties. Where both the Superintendents and the Foreman are away from the workplace, then the senior employee working shall be paid the premium for taking on the supervisory duties. There must be a minimum of one (1) hour worked in the supervisory role in order to qualify for the premium.

ARTICLE 6 - STATUTORY HOLIDAYS

6.01 Statutory Holidays

For the purpose of this Agreement, the following days are Statutory Holidays:

New Year's Day	Good Friday
Family Day	Canada Day
Victoria Day	Labour Day
BC Day	Remembrance Day
Thanksgiving Day	Boxing Day
Christmas Day	

In addition to the above, there shall be a twelfth (12th) Proclaimed Holiday - the day after New Year's Day.

Any day declared as a Statutory Holiday by the Federal or Provincial Governments shall be observed as though it was included in the above list.

6.02 Overtime

Where a week contains a Statutory Holiday, the references to hours in a week in Article 15 (Overtime Pay - Overtime pay at the rate of one and one half (1-1/2) times the employee's regular hourly wage shall be paid for all hours worked in excess of eight (8) in a day or forty (40) in a week, but excluding from the weekly calculation all hours worked in excess of eight (8) on any day during that week) shall be reduced by eight (8) hours for each Statutory Holiday in the week. In calculating the overtime hours worked by an employee in that week, no account shall be taken of hours worked by the employee on the Statutory Holiday.

Work Performed on a Statutory Holiday

All employees will be paid double times their regular hourly wage for all work performed on Statutory Holiday.

6.03 Eligibility

Eligible employees shall receive the day off with pay on a Statutory Holiday. To be eligible for Statutory Holiday pay, an employee must have:

- a) performed any work for the Employer in the thirty (30) consecutive calendar days prior to the Statutory Holiday;
- b) Worked or utilized banked time or accrued vacation for the Employee's last scheduled shift before and first scheduled shift after the statutory holiday.
- c) employees on layoff status are not entitled to Statutory Holiday pay.

6.04 Statutory Holiday Pay

An eligible employee who is given a day off with pay on a Statutory Holiday will be paid an amount equal to an average days pay. An average days pay shall be calculated by dividing the total wages (not including overtime pay but including time loss due to sickness or injury) earned by the employee in the thirty (30) calendar days before the Statutory Holiday by the number of days worked by the employee in that period. This applies whether or not the Statutory Holiday falls on the employee's regularly scheduled day off.

6.05 Statutory Holiday During Vacation

If a Statutory Holiday occurs during an employee's annual vacation, an additional days 'vacation with pay shall be allowed for each such Statutory Holiday.

6.06 Statutory Holiday Falling on Day Off

If a Statutory Holiday falls on an employee's scheduled day off, the employee will receive a working day off with pay on another mutually agreed date or a day's wages if mutually agreed between the Employer and the employee. Agreement will not be unreasonably denied.

ARTICLE 7 - ANNUAL VACATION

7.01 Vacation Entitlement - All Employees

- (a) All employees begin earning vacation upon the commencement of their employment. Vacation earned during their first year of employment is taken during the following year.
- (b) Seasonal employees may elect at the time they are hired to receive the applicable percentage of vacation pay as a separate item on their biweekly pay cheques or they may accrue the applicable percentage and receive it in a lump sum upon request.
- (c) All employees who have completed one (1) year of continuous service will be entitled to take two (2) weeks (4%) paid vacation per annum.
- (d) All employees who have completed three (3) years of continuous service shall be entitled to take three (3) weeks (6%) paid vacation per annum.
- (e) All employees who have completed seven (7) years of continuous service shall be entitled to take four (4) weeks (8%) paid vacation per annum.
- (f) All employees who have completed fifteen (15) years or more of continuous service shall be entitled to take five (5) weeks (10%) paid vacation per annum.
- (g) Current Full Time Employees (Tim Morris, Dan Morris, Michael Pavlicevic, Kevin Furness, Matthew Maxey, Jacqui Harvey) shall be grandfathered to be eligible for this clause; Full Time employees who have completed twenty-two (22) years of continuous service shall be entitled to take six (6) weeks (12%) paid vacation per annum,
- (h) Cory Bairos who is previously grandfathered to receive the benefits of Clause (g) will continue.

7.02 Vacation Pay

The Employer shall pay annual vacation pay to each employee calculated on the employee's total wages for the year in which the employee earned the vacation at the rate of two percent (2%) for each week of annual vacation to which the employee is entitled.

The Employer shall pay to an employee annual vacation pay corresponding to the time they are booking off as vacation to a maximum amount equal to their vacation accrual on the employee's regular pay day, Vacation pay accruals shall be paid in full upon termination of employment if the employee has not yet taken his/her vacation for that year.

7.03 Scheduling

- a) All vacations must be taken at times agreeable to the Employer. Senior employees shall be given preference in the selection of vacation periods subject to the needs of the Employer.
- b) The Employer will post vacation schedules during the first two (2) weeks of January in each year. Employees shall select their vacation periods for that calendar year by March 1st and the Employer shall confirm the vacation scheduling by March 31st in each year. Should an employee not select their vacation by March 1st, they will not be able to use their seniority to bump another employee from their pre-selected vacation period.
- c) The Employer will approve or deny vacation within seven (7) days of a request for vacation from employees that submit their request outside the scheduling period in (b) above. Approval is subject to operational requirements and will not be unreasonably denied.

7.04 No Carry Over

(See also Letter of Understanding No. 2 re: Carry Over)

Full time regular employees must take their vacation during the period of April 01 to March 31st. Any employee, who, due to extenuating circumstances beyond their control, has not taken all eligible time off for annual vacation in the period of April 01 to March 31st shall be paid the balance remaining at the end of the vacation year. Any vacation entitlement over and above \$500 for seasonal employees and \$1000 for full time employees cannot be banked or carried over from year to year.

ARTICLE 8 - LEAVES OF ABSENCE

Seniority shall continue to accrue during an approved leave of absence authorized by this Agreement.

8.01 Union Business

- a) Leave of absence without pay shall be granted to an employee designated by the Union to transact Union business for specified periods of time, unless this would unduly disrupt the operation of the Employer. No more than one (1) employee at a time shall be granted Union leave at any given time. Such leave will be limited to a cumulative maximum of ten (10) working days in any calendar year per employee.
- b) Such requests shall be made in writing, by the Union, sufficiently in advance to minimize any disruption to the Employer.

- c) Every effort will be made by the Employer to retain the employee on unpaid leave of absence for Union business on the Employer's payroll and where such employee are retained, the Union shall reimburse the Employer for all wage and benefit costs involved.

8.02 Compassionate Leave and Bereavement Leave

a) Bereavement Leave

In the case of death in the immediate family of an employee, the Employer shall grant, upon notification by the employee, a leave of absence of three (3) days paid with additional two (2) days unpaid if travel is required out of province. The employee shall be paid their regular hourly rate for any regularly scheduled hours that they would normally have worked within the period of this leave.

b) Compassionate Leave

Employees are entitled to up to eight (8) unpaid weeks of compassionate care leave to provide care and support to a gravely ill family member. A certificate is required from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. The employee shall apply and follow requirements of the *Employment Insurance Act*.

c) Immediate Family

"Immediate family" shall mean the employee's father or mother; spouse or common-law partner; the spouse or common-law partner of the father or mother; the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner; the employee's grandparents; the employee's grandchild(ren); the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

"Common-law partner" means a person who has been cohabitating with an individual in a conjugal relationship for at least one year, or who have been so cohabitating with the individual for at least one (1) year immediately before the individual's death.

8.03 Jury or Witness Duty

All employees who are required by subpoena to serve as jurors or witnesses in any court shall be granted leave of absence for this purpose and, provided that the employee concerned deposits with the Employer any pay received and makes themselves available for work at any time they are not required for such jury duty, they shall receive their regular hourly rate for any regularly scheduled hours that they would normally have worked within the period of the leave.

8.04 General Leave

Employees may make a written request to the Employer for an unpaid leave of absence. Any such leave is subject to the Employer's operational requirements. General leave requests shall not be unreasonably denied.

8.05 Pregnancy, Parental and Family Leaves

These leaves are in accordance with the *Employment Standards Act* (as amended from time to time) and are attached to the Collective Agreement as Appendix "C".

8.06 Union Negotiating Committee

The Employer will grant leave of absence without loss of pay for up to two (2) employees who are on the Union Negotiating Committee while negotiating with, or attending negotiating meetings with the Employer for collective bargaining.

8.07 Anti-Discrimination and Respectful Workplace

The Employer shall ensure to adopt all legislation and standard in relation to Human Rights found in the *Human Rights Code* and implement an Anti-Bullying and Respectful Workplace policy. The Employer shall annually refresh all employees of such policies and provide training as necessary to ensure education and conformity of such policy in the workplace.

ARTICLE 9 - EMPLOYEE BENEFITS

9.01 Group Benefit Plan

The Employer shall make arrangements with an insurance carrier to provide a group benefit plan for full time regular and seasonal employees. The selection of the insurance carrier is in the sole discretion of the Employer.

9.02 Group Benefit Plan Booklet

The provisions of the group benefit plan are described in the Group Benefit Plan Booklet issued by the insurance carrier group insurance plan. The Employer shall provide an up-to-date copy of the Booklet to each regular and seasonal employee.

All specific benefit provisions related to life insurance, accidental death and dismemberment, extended health benefits, dental, orthodontia and long-term disability are included in this policy booklet. Should amendments be considered during the life of this Collective Agreement the Parties shall agree as to the specific amendment prior to their implementation.

9.03 Limitation of Liability

The obligation of the Employer under the health and welfare provisions of this Agreement is restricted to the payment of premiums, or portions of premiums, as applicable, to the insurance carrier. Neither the administering of benefits outlined in the Booklet, nor the insurance policies governing the application of the benefits, form part of this Agreement. All benefits are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy. The Employer has no responsibility for the administration of any insurance policy.

9.04 Benefits

Subject to the foregoing, the benefits shall be as follows:

- a) Accidental Death & dismemberment;
- b) Dental;

- c) BC Medical Services Plan;
- d) Extended Health Care;
- e) Group life Insurance;
- f) Long Term Disability

Effective October 1, 2011 the Employer shall pay one hundred percent (100%) of the premiums for the above benefits.

9.05 Pension Plan

Full time regular and seasonal employees shall be entitled to participate in the Employer's pension plan, pursuant to which the Employer matches the employee's pension contributions, to a maximum of five and one-half percent (5.5%) of the employee's gross annual pay.

9.06 Vision Care

Full time regular and seasonal employees shall be entitled to four hundred dollars (\$400) every two (2) years for vision care reimbursement. Reimbursement is also payable for each dependent of the employee.

9.07 Eligibility

All employees become eligible for enrolment in the coverage outlined in this Article immediately upon hiring. Benefits, including B.C. Medical Services Plan, become available upon successful completion of an employee's probationary period. Any premium expenses during the probation period shall be borne by the employee.

An employee's eligibility for coverage shall be subject to any eligibility restrictions contained in the applicable plans.

9.08 Benefit Coverage

Where an employee takes a leave of absence without pay in excess of one (1) month under Article 8, the Employer shall not be required to continue paying premiums for that employee's health and welfare benefits. The employee shall be given the option of paying the Employer's share of such premiums for the duration of their leave of absence.

9.09 Sick Leave

Full time regular employees shall receive a credit of one (1) day sick leave for each complete month of service worked during the calendar year. Employees will be allowed to accumulate a maximum forty-five (45) days in a sick bank.

Seasonal employees shall receive a credit of one (1) day sick leave for each complete month of service worked during the calendar year.

The maximum sick bank carry over for seasonal employees shall be seven and one half (7 1/2) days.

Employees may draw upon their available sick days to provide continued wages during absences due to illness or Family Responsibility Leave (i.e. up to a maximum of five (5) days per calendar year). Sick days paid will be deducted from the employee's accumulated sick day bank. A medical certificate may be requested by the Employer for absences longer than three (3) consecutive days of illness. If an employee fails to produce such a certificate, sick benefits shall not be paid. If, by the end of a complete calendar year, an employee has not used any of their allotted sick days for that year, the employee will be entitled to an extra vacation day or a days pay, which must be used in the following year.

9.10 Medical Reports

(*See Letter of Understanding No. 3 re: Mutually Agreed Medical Opinions)

Where an employee is absent from work for medical reasons or where a concern is identified as to an employee's fitness to continue work or where an employee is returning to work after a lengthy absence, they shall supply the Employer, upon request, with a medical report from their doctor, indicating:

- (a) the general nature of the employee's illness/injury;
- (b) that the employee is receiving appropriate medical treatment;
- (c) the prognosis for recovery; and
- (d) the likely date that the employee will be medically fit to return to work and perform the duties of their position.

The Employer reserves the right to require such an employee, before they return to work, to provide the Employer with a report from their doctor confirming that the employee is medically fit to return to work and perform their duties.

The Employer shall pay any costs associated to this report.

ARTICLE 10 - SAFETY

The Employer and the Union agree on the importance of maintaining a safe environment for workers and members of the golf club. Therefore, the Union shall appoint a health and safety representative who shall sit on the joint health and safety committee and participate in regular safety inspections and any accident investigations. CUPE's National Health & Safety Representative in its Burnaby office may be called upon to assist the Parties on safety issues at no cost to the Employer.

10.01 Protective Clothing and Safety Equipment

The Employer shall supply the necessary protective clothing (i.e. rubber boots, rain jackets, rain pants and gloves) to employees. The Employer shall engage in meaningful consultation with the Union prior to purchasing protective clothing for employees. All employees are obligated to wear such protective clothing; failure to do so will result in disciplinary action up to and including

dismissal.

In addition, the Employer will supply employees with safety equipment such as hearing protection, hard hats, chemical protective clothing and appropriate chemical breathing masks.

The employee shall be financially responsible for negligent damage of such protective clothing or safety equipment aside from normal wear and tear. Employer shall replace all protective clothing due to normal wear and tear.

The Employer agrees to provide a safety boot allowance of up to one hundred and fifty (150) dollars per year. An employee will be reimbursed for the cost of purchasing their own safety boots, provided the following are met:

- a) Only those employees who work for the Employer for five (5) or more months in a calendar year will be entitled to request reimbursement for boots.
- b) An eligible employee may claim the allowance only once per calendar year.
- c) A receipt for purchase must accompany the request for reimbursement for the safety boots.

The Health and Safety Committee shall meet to discuss and review the requirements, application, and administration of how and where the boot allowance shall apply.

ARTICLE 11 - VACANCIES AND PROMOTIONS

11.01 Vacancies

Vacancies in existing or new classifications for regular or seasonal employment shall be posted in a conspicuous location meant for job postings for five (5) consecutive working days. All applications for the posted positions must be filed in writing with the Employer by the end of the fifth (5th) working day after the initial posting on forms supplied by the Employer.

11.02 Criteria

Promotions or posted vacancies shall be awarded to the person whom the Employer considers to be the best-qualified applicant. In evaluating qualifications, the Employer shall consider such things as the applicant's abilities, knowledge, education, skill, training, attitude, past performance, physical fitness and overall ability to efficiently satisfy the requirements of the job. If the qualifications of two (2) or more applicants are equal, then the employee with the greatest seniority shall be awarded the job. Should the less senior applicant be considered for the position, they must clearly be more superior in qualifications in order to be awarded the position.

The Employer shall apply a uniform and consistent process of filling promotions and vacancies in a fair and reasonable manner. A copy of the employer's process shall be provided to the Union and if such process is to be changed, the employer shall advise the Union of such change.

11.03 Trial Period

Employees filling vacancies or obtaining promotions through the procedure outlined above shall

serve a trial period of two hundred forty (240) working hours in the new position. If during this trial period the employee is considered by the Employer to be unsuitable for the new position or if the employee feels that they cannot do the job, the employee shall be returned to their former position or one of equal rank.

ARTICLE 12 - LABOUR-MANAGEMENT COMMITTEE

A Labour-Management Committee shall be established and maintained consisting of up to three (3) members from each party. On the written request of any of its members, the Labour – Management Committee shall meet to discuss issues relating to the workplace that affect the parties or any employee bound by this Agreement. The purpose of the Labour Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

The Labour-Management Committee shall meet bi-monthly or as needed and the Employer shall pay up to two (2) members of the Union to attend such meetings.

The third (3rd) member of the union shall coordinate with management to ensure that their attendance at such meetings does not impact daily operations. Such request shall not be unreasonably denied.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 Definition

"Grievance" means any difference or dispute concerning the interpretation, application, operation or alleged violation of this Agreement including a question as to whether a matter is arbitrable.

Employees shall not be disciplined or discharged without just cause. Employees shall have the right to initiate a grievance through the Union in the event they have been disciplined or discharged. Such grievances shall be dealt with on an expedited basis.

13.02 Grievance Procedure

The following grievance procedure shall apply:

Step 1

Within five (5) working days, defined as Monday to Friday excluding statutory holidays, of the alleged violation or their knowledge of the violation, the employee shall attempt to resolve the grievance informally through discussions with his/her immediate supervisor with or without the Union Shop Steward.

Step 2

If the matter is not resolved at Step 1, the employee or a Shop Steward shall present the grievance in writing to the Course Superintendent clearly setting forth full particulars of the alleged violation

including the Article(s) involved and the remedy sought. The written grievance must be presented within five (5) working days defined as Monday to Friday excluding statutory holidays, of the denial of Step 1. Within five (5) working days defined as Monday to Friday excluding statutory holidays, following receipt of the written grievance, the Parties shall meet. The Course Superintendent shall provide the employee or Shop Steward with a written reply within five (5) working days, defined as Monday to Friday excluding statutory holidays.

Step 3

If the matter is not resolved at Step 2, a Shop Steward shall present the written grievance to the General Manager within five (5) working days following receipt of the Course Superintendent's decision. The Parties shall then meet within five (5) working days, defined as Monday to Friday excluding statutory holidays, to discuss the grievance. The General Manager shall issue a written reply within five (5) working days, defined as Monday to Friday excluding statutory holidays, following the meeting.

13.03 Investigation and Processing of Grievances

A Shop Steward may, within reason, investigate and process grievances or confer with representatives of the Union during regular working hours without loss of pay. Before doing so, the Shop Steward must obtain permission from his/her supervisor. Such permission will not be withheld unreasonably.

13.04 Referral to Arbitration

If the grievance remains unresolved after the conclusion of Step 3, it may be referred to arbitration. Either Party shall notify the other Party in writing within ten (10) working days, defined as Monday to Friday excluding statutory holidays, after the conclusion of Step 3 of its desire to submit the grievance to arbitration.

13.05 Policy Grievance

The Union or the Employer shall have the right to initiate a policy grievance at Step 3.

13.06 Failure to Observe Time Limits

The time limits set out in this Article are intended to be adhered to. Any grievance, which is not processed from one step to another within such time limits, shall be deemed to be settled on the basis of the last written reply received by the grievor.

Notwithstanding the above, time limits may be extended by written mutual agreement of the Employer and the Union. Such agreement shall not be unreasonably denied.

13.07 Settlements

All settlements arrived at during the grievance procedure shall be final and binding upon the Employer, the Union and the employee(s) concerned.

ARBITRATION

13.08 Single Arbitrator

Where a Party gives notice of its desire to submit a grievance to arbitration, the Parties shall agree on a single arbitrator. Failing such agreement, either Party may apply to have an arbitrator chosen pursuant to the procedures described in the Labour Relations Code.

13.09 Binding Decision

The arbitrator shall hear and determine the grievance and shall issue a decision, which is final and binding on the Parties and any person affected by it without stoppage of work.

13.10 Jurisdiction of Arbitrator

The arbitrator shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this Agreement unless otherwise mutually agreed at the time of the arbitration.

13.11 Cost of Arbitrator

The Union and the Employer shall bear equally the fees and expenses of the arbitrator.

ARTICLE 14 - GENERAL

14.01 Definition

In this Agreement "employee" means an employee in the bargaining unit.

14.02 Gender References

For the purposes of this Agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

14.03 Time Span References

References to days, weeks, months or years shall be understood to mean calendar days, weeks, months or years unless otherwise expressly provided in this Agreement.

14.04 Bulletin Board

The Employer shall make a bulletin board available for the posting of Union bulletins. The Shop Stewards shall be responsible for ensuring that the bulletin board is used in accordance with this Agreement and that no unauthorized materials are posted. Offensive materials shall be removed.

14.05 Savings Clause

All provisions of this Agreement are subject to applicable laws, proclamations and regulations. If any law, proclamation or regulation subsequently invalidates or disallows any provision(s) of this Agreement, all other provisions will remain in effect, but the invalid or disallowed provision(s) will be re-negotiated if required.

ARTICLE 15 - CLASSIFICATIONS AND RATES OF PAY

15.01 Wage Rates

Each employee shall be paid not less than the hourly rate established by Appendix "A" for his/her job classification.

15.02 Credit for Prior Experience

Any new employee being hired may present a letter from a previous employer, verifying previous experience as a Greenskeeper. Years of experience may be transferred where rate of pay is being considered so long as the experience is comparable with that of Quilchena Golf & Country Club in the opinion of the Course Superintendent. Years of experience will only be transferred in rate of pay and not seniority and will be credited after completion of the probationary period.

15.03 New Classifications

If the Employer creates a new classification, it shall establish a wage rate for that classification. The Employer and the Union will then negotiate regarding the applicable wage rate for the classification. Should no agreement be reached, either Party may refer the matter to arbitration.

15.04 Job Descriptions

The Employer will create and maintain written Job Descriptions for all jobs within the bargaining unit. The descriptions will be considered attached to and form part of the collective agreement.

15.05 Changes in Classifications

When the duties or volume of work in any classification are changed or increased to the extent that it appears that a change in salary level is warranted, or where an employee considers that they are incorrectly classified, the salary for the changed position shall be subject of discussion between the Union and the Employer. If the parties fail to reach agreement, the matter may be processed through the grievance procedure. If it is established that a higher salary level is appropriate, the new salary shall be retroactive to the date the position was submitted for review.

15.06 Paydays

Each employee shall be paid every other Thursday all wages earned up to and including the previous Sunday. If payday falls on a Statutory Holiday or non-business day, wages shall be paid the previous day.

15.07 Overtime Pay

Overtime pay at the rate of one and one half (1-1/2) times the employee's regular hourly wage shall be paid for all hours worked in excess of eight (8) on a weekday (Monday to Friday), six (6) on a weekend (Saturday or Sunday), or thirty-eight (38) in a week.

Any work performed in excess of twelve (12) hours on any weekday shift, or ten (10) hours on any weekend shift shall be paid at two (2) times the employee's rate of pay. All overtime in excess of twelve (12) hours per day will not be double counted in the thirty-eight (38) hours per week overtime calculation.

15.08 Authorization Required

No employee is permitted to work unauthorized overtime hours. All overtime must be authorized by the employee's supervisor.

15.09 Overtime Allocation

Required overtime will be requested of employees starting with the most senior to the most junior employee eligible and qualified to perform the work. If there are insufficient volunteers for the overtime, the Employer may assign it to employees, starting with the most junior to the most senior eligible and qualified to perform the work.

Notwithstanding the above, when post shift overtime of two (2) hours or less is required in order to complete an assignment or specific task, it will be assigned to the employee performing said task regardless of their seniority.

15.10 Overtime Bank

Overtime may be banked and taken later as paid time off at times mutually agreed between the employee and their supervisor.]

ARTICLE 16 - TERM OF AGREEMENT

This Agreement will be binding and remain in full force from the March 1, 2017 to February 28, 2022. This Agreement will continue from year to year thereafter unless either party exercises its right to commence collective bargaining as provided for in the statutes of the Province of British Columbia.

If negotiations extend beyond the anniversary date of the Agreement, both Parties will adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

16.01 Notice to Bargain

Either Party to this Agreement may at any time within four (4) months immediately preceding the expiry of this Agreement, by written notice, require the other Party to commence collective bargaining.

16.02 Prohibition

There shall be no strikes or lockouts during the term of this Agreement.

16.03 Exclusion

The Parties agree to exclude the operation of subsections (2) and (3) of *Section 50 of the Labour Relations Code*.

APPENDIX "A"

WAGE RATES

Certification	2017	2018	2019	2020	2021
		1.5%	1.5%	1.5%	1.5%
Turf-Care Foreperson	\$26.01	\$26.40	\$26.80	\$27.20	\$27.61
Horticulturalist	\$25.49	\$25.87	\$26.26	\$26.65	\$27.05
Mechanic	\$30.00	\$30.45	\$30.91	\$31.37	\$31.84
Assistant Mechanic	Add 4% to regular wage	Add 4% to regular wage	Add 4% to regular wage	Add 4% to regular wage	Add 4% to regular wage
Greenskeeper 1	\$25.27	\$25.65	\$26.03	\$26.42	\$26.82
Greenskeeper 2	\$20.00	\$20.30	\$20.60	\$20.91	\$21.22
Greenskeeper 3	\$17.50	\$17.76	\$18.03	\$18.30	\$18.57
Greenskeeper/Labourer	\$15.41	\$15.64	\$15.87	\$16.11	\$16.35
Irrigation Technician 1	\$26.26	\$26.65	\$27.05	\$27.46	\$27.87
Irrigation Technician 2	\$20.84	\$21.15	\$21.47	\$21.79	\$22.12
Irrigation Technician Trainee	\$15.41	\$15.64	\$15.87	\$16.11	\$16.35

Effective the date of ratification the Employer agrees to equalize at the highest rate of pay the Foreperson rates of pay. It is agreed that any general wage increase will be applied to the higher equalized rate of pay.

Any employee that is requested to assist in the Mechanic's duties, shall be paid an additional 4% above their wage rate for all work/time performed. (see above chart)

An employee who, at the direction of the Employer, is requested to perform outside their classification in a classification that has a higher rate of pay for their classification will be paid that higher rate of pay for all hours worked.

Seasonal employees other than Greenskeeper Labourers will be paid the corresponding wage to the classification listed above.

Pesticide Premium:

An employee shall be paid a premium of three (\$3.00) dollars per hour over their regular rate of pay for any hours spent applying pesticides on or around the golf course as required by the Employer. Such premium shall not apply to fertilizers.

Food Allowance:

All employees shall be allowed a two (\$2) dollar per day food allowance.

Grandfathering:

Employees hired on or before June 16, 2006 will be grandfathered for all purposes under the collective agreement, and will be entitled to all rights and benefits afforded employees under the collective agreement expiring September 30, 2011 as they pertain to vacation entitlement, scheduling, sick leave, split shifts and shift and hours of work.

Dan Morris and Kevin Furness 'wage rates effective upon ratification will be \$25.19.

Mike Pavlicevic's wage rate effective upon ratification will be \$24.49.

Cory Bairos 'wage rate effective upon ratification will be \$24.01.

APPENDIX "B"

SENIORITY

Name	Date of Hire	Classification
Matthew Maxey	June 2, 2011	FTR: Irrigation Technician
Jacqui Harvey	April 8, 2012	FTR: Horticulturalist
Tim Morris	March 1, 1991	FTR: Mechanic
Dan Morris	March 1, 1976	FTR: Foreperson
Kevin Furness	April 1, 1997	FTR: Foreperson
Michael Pavlicevic	June 1, 1996	FTR: Greenskeeper 1
Cory Bairos	April 1, 2000	Seasonal: Greenskeeper 2
Sharon Dinter	March 27, 2007	Seasonal: Greenskeeper 2
Mike Chysyk	March 10, 2008	Seasonal: Greenskeeper 2
David Ling	April 5, 2008	Seasonal: Greenskeeper 2
Landen Huculak	April 5, 2008	Seasonal: Greenskeeper 2
Adam Taylor	May 30, 2010	Seasonal: Greenskeeper 2
Ryan Cullion	June 1, 2010	Seasonal: Greenskeeper 2
Aaron Swail	April 25, 2011	FTR: Temporary Irrigation Tech/Seasonal: Greenskeeper 2
Sam Smith	September 7, 2013	Seasonal: Greenskeeper 2
Thomas Varley	July 5, 2011	Seasonal: Labourer
Dale Hoban	April 7, 2012	Seasonal: Labourer
Natasha Steblin	May 26, 2013	Seasonal: Labourer
Leo Pastro	May 28, 2013	Seasonal: Labourer
Dakota Gustafson	May 31, 2013	Seasonal: Labourer
Ryan Haley	June 2, 2013	Seasonal: Labourer
Chad Adkins	October 15, 2013	Seasonal: Labourer

FTR: Full-Time Regular

Pursuant to Article 4.03 Seniority:

In the event that two (2) or more employees have started on the same day for seniority purposes, and a decision with regard to seniority is required, if the employees cannot mutually agree, the decision will be made by a coin toss. Employees are to confirm the decision in writing.

APPENDIX "C"

Pregnancy, Parental and Family Leave

The *Employment Standards Act* requires employers to grant employees the following periods of unpaid leave. An employee does not need to work for a specified period to qualify for leave.

Pregnancy Leave

A pregnant employee is entitled to up to seventeen (17) consecutive weeks of unpaid pregnancy leave. This leave may start no earlier than eleven (11) weeks before the expected birth date and must end no earlier than six (6) weeks after the birth date unless the employee requests a shorter period.

A request for pregnancy leave made during the pregnancy must be made in writing at least four (4) weeks before the proposed start date.

If pregnancy leave is not requested until after the birth of a child or after termination of the pregnancy, the employee is entitled to up to six (6) consecutive weeks of leave beginning on the date of birth or termination date.

An initial period of leave may be extended up to six (6) consecutive weeks if an employee is unable to return to work for reasons relating to the birth or termination of a pregnancy.

A request to return from leave earlier than six (6) weeks from the birth must be made in writing at least one (1) week before the proposed return date.

An employer may require an employee to provide a doctor's certificate in support of a request for leave or a leave extension.

Parental leave for birth and adopting parents

A birth mother who has taken pregnancy leave is entitled to thirty-five (35) consecutive weeks of unpaid parental leave. A birth mother must begin her parental leave immediately after her pregnancy leave ends unless she and the employer agree otherwise.

A birth father or an adopting parent is entitled to up to thirty-seven (37) consecutive weeks of unpaid parental leave. A birth father must begin the leave within one (1) year of the birth of the child and an adopting parent within a year after the child is placed with the parent.

An initial period of parental leave may be extended up to five (5) consecutive weeks if the child requires an additional period of parental care.

A request for parental leave by a birth parent must be made in writing at least four (4) weeks before the proposed start date.

An employer may require an employee to provide a doctor's certificate or other evidence that the employee is entitled to the leave or leave extension.

Family responsibility leave

An employee is entitled to up to five (5) days of unpaid leave in each employment year to meet responsibilities related to the care, health or education of any member of the employee's immediate family.

"Employment year" means a year beginning on the date the employee commenced employment.

"Immediate family" means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

Family Responsibility Leave does not accumulate from year to year.

LETTER OF UNDERSTANDING NO.1

BETWEEN

QUILCHENA GOLF AND COUNTRY CLUB

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 394-1

During negotiations to renew the collective agreement expiring September 30, 2007 the Union and the Employer expressed concerns arising from the operation/application of Article 4.03: Less Desirable Work Assignments.

To address the parties concerns and to ensure that during the life of the new collective agreement there are enough trained and capable employee's to undertake the work that some employees deem 'less desirable', the Employer agrees to implement a training process that will allow for more senior employees to exercise their rights to be assigned 'more' desirable work assignments.

To this end, the Employer undertakes to increase the number of employees qualified to do work assignments that are generally deemed to be "less desirable". Work assignments identified by the parties include: 'flushing drains', 'hauling hoses', assignments related to "into the pond", weed eating and 'hand-watering'. It is agreed that other work assignments may be identified by the employees through the Labour-Management Committee.

Specifically, the Employer will, within thirty (30) days of ratification of the Memorandum of Agreement, commence training, certifying and exposing junior employees to work duties deemed less desirable. The Employer agrees to assign 'less desirable' work assignments by seniority pursuant to Article 4.03 without regard to any Employer held perception of an employee's proficiency or efficiency within a given job classification when compared to another employee within the same classification.

LETTER OF UNDERSTANDING NO. 2

BETWEEN

QUILCHENA GOLF AND COUNTRY CLUB

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 394-1

Re: Vacation Carry Over (Article 7)

The Parties agree that under normal circumstances employees shall not be entitled to carry vacation over from one year to subsequent years.

However, as this issue was discussed at collective bargaining it was agreed that under extenuating or special circumstances an employee should be able to request a carry over from one year to the subsequent year.

An employee who feels they have such special or extenuating circumstances may make a request of the Employer, by providing them with details, for a one (1) year carry over of all or a portion of their vacation entitlement.

The Employer will not unreasonably deny such a request.

LETTER OF UNDERSTANDING NO. 3

BETWEEN

QUILCHENA GOLF AND COUNTRY CLUB

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4964

RE: Management Tracking Sheet regarding Article 2.02

The Employer shall provide the Union, on a monthly basis, a tracking sheet indicating the total number of hours worked by excluded staff (non-bargaining unit employees) in the previous month.

For the Term of the Collective Agreement.

LETTER OF UNDERSTANDING NO. 4

BETWEEN

QUILCHENA GOLF AND COUNTRY CLUB

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4964

RE: Bad Weather / Lost Productivity Provision

The Parties agree employees will accrue paid time off to the equivalent of 1.0% of their earned wages per contract year commencing March 1, 2018 to February 28, 2019, March 1, 2019 to February 29, 2020, March 1, 2020 to February 27, 2021 and March 1, 2021 to February 28, 2022 for the sole purpose of replacing income lost (to a maximum of regular pay period hours) from hours lost due to inclement weather or other factors affecting productivity as determined by management. Such paid time off cannot be carried over, combined with any other hour bank or paid out. Any balance is reset to zero at the end of each contract year.

Signed this 1 day of June, 2022 in Richmond, BC. Canada

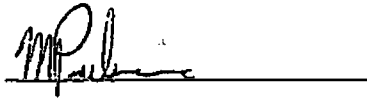
FOR THE EMPLOYER



Tony DiGiovanni

General Manager

FOR THE UNION



Mike Pavlicevic

Local 4964 President

CE/NA:kad/mlp
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https://cups.sharepoint.com/sites/BritishColumbiaRegionalOffice/COPE_Locals/4964_Quilchena_Golf_Course/CA_&LOUs/2017_2022/CA_Local_4964_Quilchena_Golf_and_Country_Club_March_1_2017_to_February_28_2022_2022_05_05.docx

