

COLLECTIVE AGREEMENT

BETWEEN

FAIRVIEW MOUNTAIN GOLF CLUB



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 608**

CUPE

NOVEMBER 1, 2022– OCTOBER 31, 2026

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AGREEMENT BETWEEN:

THE FAIRVIEW MOUNTAIN GOLF CLUB,
(hereinafter called the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608,
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour
Congress
(hereinafter called the "Union")

ARTICLE 1 PREAMBLE

1.01 Preamble

This Agreement is entered into for the purpose of promoting and continuing the good relationship between the Fairview Mountain Golf Club and its employees represented by the Union; to establish conditions of employment, rates of pay and hours of work and to secure prompt and equitable disposition of grievances.

ARTICLE 2 RIGHTS OF MANAGEMENT

2.01 Management Rights

The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

2.02 Assign a Variety of Work

The parties agree the Employer has the right to assign a variety of work in accordance with the agreed job descriptions and Article 22 of this collective agreement.

ARTICLE 3 UNION RECOGNITION AND BARGAINING UNIT

3.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees covered by the certification granted to the Union by the Labour Relations Board, and hereby consents and agrees to confer and/or negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Employer and the Union.

3.02 Work of the Bargaining Unit

It is further agreed that, except for incidental or emergent situations or except for employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by the Agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.

3.03 Contracting Out

No regular employee shall suffer any loss of hours or layoff as a result of contracting out.

3.04 Application

- a) Employees whose jobs are not covered by Schedule "A" of this Agreement are hereby excluded from the terms and conditions of this Agreement.
- b) If, upon application to the Labour Relations Board by either the Union or the Employer, the said Board rules that any person, whose job classification is not included in Schedule "A", is an employee within the meaning of the *Labour Relations Code* and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of Article 22 of this Agreement shall apply thereto.

3.05 Volunteers

Volunteers will not perform bargaining unit work except as may be mutually agreed between the Employer and the Union.

ARTICLE 4 NO DISCRIMINATION

4.01 No Discrimination

The employer, its servants and agents agree that there shall be no discrimination interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person nor by reason of his or her membership or legal activity in a labour union.

4.02 Singular or the Masculine Used

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

4.03 Sexual and Personal Harassment

The Employer recognizes the right of employees to work in an environment free from sexual and personal harassment. Complaints about harassment shall be investigated by the Employer immediately upon receiving a complaint in writing. If the complaint relates to harassment of one Bargaining Unit member by another, the Employer shall investigate and then advise the Union, the Complainant, and the person complained of, of the results of the investigation and its intended course of action. The Employer's decision regarding its course of action is subject to the Grievance Procedure. If the complaint about harassment involves a non-Bargaining Unit member and a Bargaining Unit member, that complaint shall be processed according to the Grievance Procedure subject to the following change:

- a) If a person who is the subject of a complaint is the Employer's representative at any step of Grievance Procedure, then the Union may bypass that step of the procedure or present the grievance to another representative of the Employer.

In the course of investigating a complaint of harassment, the Employer and the Union representatives shall have due regard for the complainant's interest in privacy and confidentiality.

In the determination of a complaint of harassment, an arbitrator may take reasonable steps necessary to protect the complainant's interest in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

ARTICLE 5 UNION SECURITY

5.01 Maintenance of Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of his/her employment, apply for and maintain his/her membership in the Union as a condition of his employment.

ARTICLE 6 CHECKOFF OF UNION DUES

6.01 Checkoff

As a condition of employment, every employee to whom the terms and conditions of this Agreement apply, whether a member of the Union or not, shall sign a check-off form authorizing the Employer to deduct from his/her earnings and to pay to the Union an amount equal to the current monthly union dues as established by the Union in accordance with its Constitution and/or By-Laws.

6.02 Union Dues

While this Agreement continues to apply to those employees who have signed the check-off form, the Employer shall, as a condition of continued employment, deduct from the earnings of each such employee an amount equal to the current monthly union dues.

6.03 Initiation Fee

Upon receipt of written authorization from an employee, the Employer shall deduct from his/her earnings an initiation fee in the amount established by the Union in accordance with its Constitution and/or By-Laws and shall forward such deduction to the Union in the manner provided for in Article 6.04.

6.04 Deductions

Deductions shall be made from the payroll on a bi-weekly basis and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of names of all employees from whose wages the deductions have been made.

ARTICLE 7 EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to supply new employees with a copy of this Agreement and to draw their attention to the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.

7.02 Copies of the Collective Agreement

The Employer will supply the Union with revised copies of the Collective Agreement as required.

ARTICLE 8 CORRESPONDENCE

8.01 Correspondence

Correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall pass to and from the Fairview Mountain Golf Club Controller and the Unit Chairperson and the President of the Union.

ARTICLE 9 LABOUR MANAGEMENT RELATIONS

9.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, union stewards and authorized committee members. Similarly, the Employer will, if requested, supply the Union with a list of its

supervisory or other personnel with whom the Union may be required to transact business.

9.02 Labour Management Relations Committee

A Labour-Management Relations Committee shall be appointed and consist of not more than two (2) representative of the Employer, as appointee of the Employer, and not more than two (2) member of the Union, as appointee of the Union.

9.03 Function of Labour-Management Relations Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, and other working conditions arising during the term of this Agreement, shall be referred to the Labour-Management Relations Committee for discussion and, if possible, settlement by the Committee. Grievances, as defined in Article 11.02 of this Agreement, shall be dealt with under the provisions of Articles 11 and 12 and shall not be referred to the Labour-Management Relations Committee.

9.04 Meetings of Committee

In the event the Union or the Employer wishes to call a meeting of the Labour-Management Relations Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

9.05 Time Off for Meetings

Any representative of the Union on the Labour-Management Relations Committee, who is in the employ of the Employer, shall have the privilege of attending Labour-Management Relations Committee meetings held within working hours without loss of remuneration.

9.06 Collective Bargaining

Where permission has been granted to an employee who is a representative of the Union to leave their employment to carry on collective bargaining with the Employer with respect to the renewal of this Agreement, they shall suffer no loss of pay whilst acting in such capacity.

9.07 Representatives of Canadian Union of Public Employees

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

ARTICLE 10 RULES AND REGULATIONS

10.01 Copies to be Posted

Copies of all rules and regulations made by the Employer for the government of employees in the bargaining unit shall be forwarded to the Unit Chairperson and shall be posted on all bulletin boards.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 Permission to Leave Work

Union Stewards and members of the Grievance Committee may be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from their immediate supervisor to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

11.02 Definition of Grievance

"Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. "Party", as used in Articles 12 and 13 of this Agreement, shall mean the Union and it shall also mean the Employer to this Agreement. All grievances shall be finally and conclusively settled in the manner set out in Articles 11 & 12 without slow down or stoppage of work.

11.03 Settling of Grievances

Step 1:

The employee concerned, in person, with his/her Union Steward in attendance, shall first seek to settle the grievance with the immediate supervisor or person holding an equivalent position, within forty-five (45) days from the time the grievance became known to the grievor or the Union in the case of a policy grievance.

Step 2:

If a satisfactory settlement is not reached within seven (7) days under Step 1, the Grievance Committee may submit the grievance in writing to the Board of Directors and the Board shall meet or direct a Committee of the Board to meet with the Grievance Committee with a view to settling the grievance.

Step 3:

If a satisfactory settlement is not reached within seven (7) days after the grievance was submitted under Step 2, the Union may refer the grievance to a Board of Arbitration as set out in Article 12.

11.04**Arbitration**

If a satisfactory settlement is not reached after the grievance was submitted to the final step of the grievance procedure, the Union shall notify the Employer within thirty (30) days of its intention to proceed to Arbitration and name its nominee to the Arbitration panel. In the event that the Union does not notify the Employer that it will proceed to Arbitration within the prescribed time limit of thirty (30) days, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.

11.05**Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed.

11.06**Replies in Writing**

Replies to grievances shall be in writing at all stages.

11.07**Employee May Discuss His/Her Own Personal Problem**

Nothing in this Article shall be interpreted as preventing an employee from discussing his/her own personal problem with his/her immediate supervisor or person holding an equivalent position.

ARTICLE 12**ARBITRATION****12.01****Arbitration**

Where a grievance is not settled or a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, a single Arbitrator from the Arbitrators Association of British Columbia, after being agreed to by the parties, shall at the request of either party, hear the grievance or difference and write a binding decision.

12.02**Amending of Time Limits**

Time limits mentioned in Articles 11 refer to clear calendar days and may only be extended by mutual agreement of the parties in writing.

12.03**Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

12.04 Costs

The parties shall share the costs of the Arbitrator equally.

ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Right to Have a Steward Present

The Employer shall advise an employee of his/her right to have a Shop Steward present for any meeting, which may result in discipline or discharge. An employee shall have the right to have his/her steward present at any meeting with supervisory personnel, which the employee believes might be the basis of disciplinary action.

13.02 Warnings

Whenever the Employer deems it necessary to censure an employee in writing in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within five (5) days thereafter give written particulars of such censure to the employee involved, with copy thereof to the Unit Chairperson of the Union.

13.03 Discharge or Suspension

Discharge or suspension of an employee shall be for proper cause.

Proper cause shall not include the refusal of an employee to cross a picket line maintained at the premises of the Employer by other employees of the Employer who are engaged in a legal strike.

13.04 Reason in Writing

When an employee is discharged or suspended he/she shall be given the reason therefore in writing within twenty-four (24) hours of such suspension or discharge.

13.05 Special Grievance

A claim by an employee that he/she has been discharged or suspended for other than proper cause shall be treated as a special grievance and may be submitted directly under Step 2 of Article 11.03.

13.06 Reinstatement

Should it be found upon investigation that an employee has been suspended or discharged for other than proper cause, such employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the

opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

13.07 Access to Personnel Files

The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Administrator. To obtain access to his/her personnel file, the said employee will forward the appropriate request in writing to the Administrator, who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become part of the file.

ARTICLE 14 SENIORITY

14.01 Seniority Defined

Seniority shall be measured by length of service in the employ of the Employer and, except as provided in Article 14.05, shall operate on a bargaining unit-wide basis.

14.02 Probationary Employees

New employees shall be considered to be probationary employees until they have been continuously employed for three (3) months, and during such probationary period they shall not be entitled to seniority. During the probationary period, the employee may be terminated if the employer considers that employee to be unsuitable for continued employment. At the end of such probationary period, an employee shall be entered on the seniority list as of his/her original date of employment.

14.03 Seniority Lists

The Employer shall prepare and keep up to date a seniority list of all employees who have qualified for seniority, and a copy of such list, as it may be revised, shall at all times be kept posted on the bulletin boards.

14.04 Same Day Seniority

When two (2) or more employees commence work on the same day the procedure for establishing their relative seniority shall be as follows:

- a) The employee who commenced work at the earliest hour of the day shall be senior;
- b) When the employees commenced at the same hour the one who signed the Employer's application form for employment first, shall be senior;
- c) If, after completing sections (a) and (b) above, there is still no determination, then the employees shall draw lots to determine their relative seniority.

14.05

Loss of Seniority

- a) Except as provided in 14.05 (b), an employee shall not lose seniority if absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) An employee shall lose seniority in the event the employee:
 - i) is discharged for proper cause;
 - ii) resigns;
 - iii) is absent from work in excess of three (3) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
 - iv) fails to return to work following a layoff, within the period prescribed in Article 16.05, unless unable to do so because of sickness, or other cause acceptable to the Employer;
 - v) is laid off for a period longer than one (1) year.
- c) When an employee loses seniority, the right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and the right to seniority and other benefits based upon length of service with the Employer shall be calculated from the date of re-employment.

14.06

Retention of Seniority, Non-Bargaining Unit Positions

Employees promoted or transferred to supervisory or other positions not subject to this Agreement shall continue to accumulate seniority for a period of ninety (90) days at which time his/her seniority will be frozen.

ARTICLE 15 PROMOTIONS AND TRANSFERS

15.01 Seniority to Apply

Promotions, demotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to efficiently fulfil the job requirements.

15.02 Job Posting

If a job vacancy occurs, or a new position is created which comes within the scope of this Agreement, notice of such vacancy or new position shall be posted in a manner which gives all employees in all departments covered by this Agreement adequate access to the information contained in such notice. Such notice shall contain the following information: Nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range. Copy of the notice shall also be sent to the Unit Chairperson and the President of the Union.

15.03 Vacancy or New Position

Such vacancy or new position shall not be permanently filled until one (1) week has elapsed after the posting of such notice.

Transfers of successful applicants will be made as soon as possible.

15.04 Filling of Vacancies on a Temporary Basis

Notwithstanding any other provisions of this Agreement; whenever a new or vacant position(s) requires immediate filling, the Employer will select an employee(s) taking seniority, qualifications and employee preference to such opening(s) into account. The Employer agrees such filling of position(s) shall be deemed to be "pending posting" and said position shall be posted within thirty (30) days.

15.05 Employee to be on Trial Period

When a job vacancy or new position is filled on a permanent basis, the employee concerned shall be on a trial period for three (3) months. At the conclusion of such three (3) month trial period (or sooner if it should become apparent that the employee cannot successfully complete the trial period), the Employer shall review the service of the employee whilst on the job. If such service has proven satisfactory the Employer shall confirm the employee in the job. If the employee's service is not deemed to be satisfactory, the Employer may extend the trial period for not more than one (1) additional month, or shall return the employee to his/her former job, or shall place the employee on other work consistent with qualifications, skill, knowledge and ability to efficiently fulfil the job requirements, in which case the employee shall be paid not less than the rate of pay he/she was in receipt of when last employed on his/her former job.

15.06 Long Service Employees

Employees who have given long and faithful service in the employ of the Employer and who have become unable to handle their regular job, will be given preference for such work as is suitable and available.

15.07 While on Vacation

If any employee indicates to his/her supervisor in writing, prior to going on vacation or leave of absence, his/her intent to apply for an anticipated job posting, the employee would be considered as having applied for such opening.

ARTICLE 16 LAYOFFS AND RECALLS

16.01 Layoffs

The Employer shall notify employees with seniority rights who are to be laid off, five (5) working days before layoff is to be effective. The provisions of this clause shall not apply because of a temporary suspension of work due to

inclement weather or emergency conditions beyond the control of the Employer.

16.02 Layoff Order

In the event of layoff, probationary employees shall be laid off first, and thereafter employees shall be laid off in reverse order of seniority, provided that there are available employees with more seniority who are qualified and willing to do the work of employees laid off.

16.03 Employee's Current Information

It shall be the responsibility of a laid off employee to keep the Employer informed of his/her current address and telephone number at which he may be contacted.

16.04 Recalls

In the case of employees who have completed the probationary period and are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

To provide as much certainty to annual scheduling as possible, the Parties agree that the Employer will recall positions no later than March 15th of each year.

Notwithstanding the above, extreme weather conditions, as agreed by the Union, may delay the call-back dates.

Provided all regular employees have been recalled the Union recognizes the use of Part-Time employees and Students, provided their use will not be used to circumvent the need for regular employees.

16.05 Return to Work

Such employees shall return to work within three (3) working days (or such longer period as may be mutually agreed upon) after recall notice has been received.

16.06 Emergent or Short Term Work

When emergent or short term work of less than five (5) working days occurs, the Employer may recall employees out of order of seniority and the provisions of Article 16.04 shall not apply.

16.07 Demotions When Work Force is to be Reduced

Should it become necessary to reduce the work force, an employee may be demoted to a lower rated classification. If the employee so requests, he/she shall be entitled to take a layoff instead of a demotion.

ARTICLE 17 HOURS OF WORK

17.01 Drafted By

Hours of work will be drafted by management and presented to the Union for mutual agreement. The hours of work will form part of Schedule "B".

17.02 Overtime

Overtime shall be as per Schedule "B".

17.03 Call Outs

Call outs shall be as per Schedule "B".

17.04 Standby

Standby shall be as per Schedule "B".

17.05 Rest and Meal Periods

Employees shall be permitted a one-half (½) hour unpaid lunch break and a twenty (20) minute paid rest period each day. The time of such rest period and meal break shall be determined upon mutual agreement between the Employer and the employee.

17.06 Reporting For Work

An employee reporting for work on his/her regular shift shall be paid his/her regular rate of pay for all hours worked, with a minimum of two (2) hours' pay if he/she does not commence work and a minimum of four (4) hours' pay if he/she does commence work.

ARTICLE 18 STATUTORY HOLIDAYS FOR PERMANENT FULL TIME EMPLOYEES

18.01 The Employer will observe the following as paid statutory holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
National Day of Truth & Reconciliation	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

and any other day declared or proclaimed a statutory or public holiday by the Employer or by the Province of British Columbia or the Government of Canada.

18.02 Law, Declaration or Proclamation of Another Day

If by law, declaration or proclamation another day is substituted for the observance of a statutory holiday listed in Article 18.01, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

18.03 When Holiday Falls on Non-Working Day

If a statutory or public holiday falls on a non-working day, the Employer may declare that the working day immediately preceding the holiday or the working day immediately following the holiday shall be observed in lieu of the said holiday.

18.04 Employee's Non-Working Day

Subject to the provisions of Article 18.07, should a statutory or public holiday be observed on a day that is a non-working day for an employee, such employee shall be given a holiday with pay at some other time not later than his/her next annual vacation, or the termination of his/her employment, whichever first occurs.

18.05 Payment for Statutory Holidays

Subject to the provisions of Article 18.07, employees to whom Article 18.04 does not apply shall receive holiday pay at their regular rates of pay for each of the statutory or public holidays mentioned in Article 18.01.

18.06 Work on a Statutory Holiday

If an employee is required to work on a statutory or public holiday he/she shall, in addition to his holiday pay, be paid at one and one-half times (1½x) his/her regular or equivalent hourly rate for all hours worked.

Alternatively, employees may choose to declare another day in observance of a statutory holiday upon mutual agreement between the Employer and the employee.

18.07 Qualification for Statutory Holiday Pay

No employee shall receive holiday pay for a statutory or public holiday unless he/she has been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday. A layoff not exceeding five (5) calendar days shall not be deemed to be a break in service for the purpose of this section.

18.08 Holiday Occurring During Annual Vacation

Should a statutory or public holiday occur during an employee's annual vacation period, the employee shall be given an extra day's vacation with pay in lieu of payment of such holiday.

18.09 While on Layoff

No employee is entitled to Statutory Holiday Pay for any such holiday which occurs while the employee is on layoff, except in those situations contemplated by the provisions of Article 18.07.

ARTICLE 19 ANNUAL VACATIONS

19.01 Definition of Vacation Year

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

19.02 Time Off

Vacation time off shall only be taken by mutual agreement and subject to the Employer's operational requirements.

Twelve (12) month employees shall be entitled to take vacation time off with pay at the rate set out herein. Those entitled to four (4%) percent shall have two (2) weeks, six (6%) percent – three (3) weeks, eight (8%) percent – four (4) weeks and ten (10%) percent – five (5) weeks, twelve (12%) percent – six (6) weeks' vacation time off.

With the exception of twelve (12) month employees, vacation time off shall normally be observed during periods of layoff and therefore vacation pay will be included on each pay cheque for all other workers.

19.03 New Employees

An employee who enters service with the Employer shall be entitled to vacation pay calculated at four percent (4%).

19.04 Anniversary Date

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

19.05 Employee With One (1) Year Of Service

An employee who has completed one (1) year of service shall be entitled to vacation pay of four percent (4%).

19.06 Employee With Four (4) Years Of Service

An employee who has completed four (4) years of service but less than ten (10) years of service shall be entitled to vacation pay of six percent (6%).

19.07 Employee With Ten (10) Years Of Service

An employee who has completed ten (10) years of service but less than twenty (20) years of service shall be entitled to vacation pay of eight percent (8%).

19.08 Employee With Twenty (20) Years Of Service

An employee who has completed twenty (20) years of service but less than twenty-five (25) years of service shall be entitled to vacation pay of ten percent (10%).

19.09 Twelve (12) Month Year-round Employee With Twenty-Five (25) Years of Service

An employee who works twelve (12) months per year and has completed twenty-five (25) years or more shall be entitled to vacation pay of twelve percent (12%).

ARTICLE 20 LEAVE OF ABSENCE

20.01 Leave of Absence Without Pay

The Employer may grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient reason, provided the employee's request is in writing.

20.02 Union Activities

In addition to the leaves allowed under Article 20.02, at the request of the Union, and by mutual agreement between the parties, leave of absence with pay subject to reimbursement by the Union will be granted to one (1) employee at any one time to attend conventions or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated. In the event that the Union requests the assistance of an employee that will remove him/her from employment duties, a formal request shall be made to the Controller. The Union will reimburse the Employer for wages and benefits provided to that representative in their absence from work duties.

20.03 Bereavement Leave

In the event of a death in the immediate family of an employee, the Supervisor shall grant them a maximum of three (3) days of absence with pay. Additional leave of absence with pay for travel may be granted by the Controller. "Immediate family" shall mean: wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, common-law-spouse, step-parents, step-children, foster children and foster parents.

An additional two (2) days will be granted in the event of death of an employee's spouse, mother, father, son, or daughter.

One (1) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of their Supervisor.

20.04

Maternity/Parental Leave

The parties recognize that where there is a conflict between the language below and British Columbia Employment Standards legislation, that the legislation will prevail.

- a) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave
 - i) beginning
 - A) no earlier than eleven (11) weeks before the expected birth date, and
 - ii) ending
 - A) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - B) no later than seventeen (17) weeks after the actual birth date.
- b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under section (a) or (b).
- d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under section (a), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- e) A request for leave must
 - i) Be given in writing to the employer,
 - ii) If the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - iii) If required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under section (c).

- f) A request for a shorter period under subsection a) ii) B) must
 - i) Be given in writing to the employer at least one (1) week before the date the employee proposes to return to work, and
 - ii) If required by the employer be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- g) An employee who requests parental leave under this section is entitled to,
 - i) for a birth mother who takes leave under sections a) through f) above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of un paid leave beginning immediately after the end of the leave taken under the above unless the employer and employee agree otherwise.
 - ii) For a birth mother who does not take leave under sections a) through f) above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
 - iii) For a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - iv) For an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- h) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under paragraph (7).
- i) A request for leave must
 - i) be given in writing to the employer,
 - ii) if the request is for leave under section g) i) ii) or iii), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
 - iii) if required by the employer, be accompanied by a medical practitioner's certificate or evidence of the employee's entitlement to leave.
- j) An employee's combined entitlement to leave under this article is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under sections c) or h) of this article.

k) **Employer May Require Employee to Take Leave**

Where the duties of the employee cannot reasonably be performed because of the pregnancy and the employee is unable to be reasonably accommodated, the Employer may require an employee to commence a leave of absence under Article 20.05 and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

l) **Employment Deemed Continuous**

The services of an employee who is absent from work in accordance with Article 20.05 shall be considered continuous for the purpose of this Agreement and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- i) the Employer pays the total cost of the plan, or
- ii) the employee elects to continue to pay his/her share of the cost of a plan that is paid for jointly by the Employer and the employee.

m) **Reinstatement**

- i) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 20.05 shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- ii) Where the Employer has suspended or discontinued operations during the leave of absence granted under Article 20.05 and has not resumed operation on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Collective Agreement, comply with Article 20.05 - 13(A).

n) **Prohibition**

- i) The Employer shall not:
 - terminate an employee, or
 - change a condition of employment of an employee without the employee's written consentbecause of an absence authorized under Article 20.05 or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under Article 20.05.
- ii) The burden of proving that:
 - the termination of an employee, or

— a change in a condition of employment of the employee without the employee's written consent

is not because of an absence authorized by Article 20.05 or because of an employee's pregnancy, is on the Employer.

- o) All disputes under Article 20.05 will be subject to the normal Grievance Procedure.

20.05 Jury Duty or Court

A regular employee required to serve as a juror or obey a subpoena as a court witness shall be granted leave with pay. The employee shall provide proof of such required service and shall pay to the Employer any fees received for such service.

ARTICLE 21 WAGES, SALARIES AND APPLICABLE PROVISIONS

21.01 Wage and Salary Rates

Wage and salary rates shall be as set out in Schedule "A" of this Agreement. These shall be considered minimum rates for each of the classifications listed in the said Schedule "A".

21.02 Promotions and Temporary Assignments

- a) Subject to the provisions of Subsection (b), in the event an employee is promoted or temporarily assigned to a higher rated classification, the employee shall receive the higher rate of pay.
- b) In the event a salaried employee is promoted or temporarily assigned to a higher rated classification, where a graduated salary range is provided, he/she shall be paid at least that rate in the salary range for the classification to which he/she is promoted or temporarily assigned which is next higher than his/her present rate.
- c) In the event an employee is temporarily assigned to a lower rated classification, he/she shall continue to receive his/her regular rate of pay.
- d) In the event an employee is demoted to a lower rated classification, he/she shall receive the lower rate of pay.

21.03 More Favourable Rate

In the event any present employee enjoys a more favourable rate than specified in Schedule "A", such employee shall suffer no reduction in such rate because of the signing of this Agreement.

21.04 No Pyramiding

There shall be no pyramiding of overtime and premium rates of compensation. When two or more types of overtime and/or premium (excluding the premium for dirty work) apply to the same hours of work only the higher rate shall be paid.

21.05 Protective Gear

The Employer shall provide employees with gloves and rain gear as required and safety gear as approved by the Joint Occupational Health and Safety Committee.

21.06 Boot and Gear Allowance

The employer will reimburse up to two hundred and fifty (\$250.00) dollars per annum to regular employees upon presentation of paid receipts for CSA certified footwear which provides ankle protection. Presentation of paid receipts shall be limited to the first ninety (90) days after recall.

21.07 Uniforms

The Local Union will have input into decisions surrounding choice and purchase of uniforms.

ARTICLE 22 NEW OR CHANGED CLASSIFICATIONS

22.01 New Classifications

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing, and in addition, shall post the classification and rate in the manner required by Article 15.02. Within thirty (30) calendar days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

22.02 Changed Classification

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within thirty (30) calendar days of the submission of such request, which shall be in writing, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from the discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

22.03 Abandonment

If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) calendar days, as provided for in Article

22.01, or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Article 22.02, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

22.04 Extension of Time Limits

The time limits referred to in this Article may be extended by mutual agreement of the Employer and the Union in writing.

22.05 Job Descriptions

The Employer agrees to provide a description of all classifications to the Union in writing, including duties and responsibilities, qualifications, and rate of pay. If a classification is changed as per Article 22.02, an updated description will be provided to the Union in writing.

ARTICLE 23 BULLETIN BOARDS

23.01 Union Notices

Union notices may be posted on designated bulletin boards.

ARTICLE 24 SICK LEAVE

24.01 Sick Leave Credit Accrual

Employees shall earn sick leave credits at the rate of one (1) day per month for each month for which the employee receives pay and will be accumulated up to a maximum of seven (7) working days.

An employee, upon completion of probation will be credited with sick leave credits earned during the probationary period.

24.02 Minimum Paid Sick Leave

- a) Notwithstanding any other paid sick leave provisions in the collective agreement, all employees are entitled to a minimum of 5 days of paid sick leave per calendar year of employment.
- b) Pay under this provision shall be calculated based on the higher of:
 - i) The amount the employee would have earned had they worked the shift, or
 - ii) An amount equal to their average earnings over the past 30 calendar days calculated by dividing their total gross earnings, less vacation, by the number of days worked.

24.03 Use of Sick Leave Credits

Employees with accumulated days, who are unable to perform their duties due to illness or accident, will be permitted to be absent from work without loss of pay up to a maximum of their accrued credits.

24.04 Physician's Note

Employees absent for three (3) or more days will be required to provide a physician's note confirming absence under this Article. Notwithstanding above, the Employer may request physicians' note from first (1st) day where deemed appropriate.

24.05 Medical Placement

In instances where an employee is partially disabled through sickness or accident the parties agree to discuss alternative employment placement.

ARTICLE 25 HEALTH & WELFARE

25.01 Health & Welfare Plans

All seniority employees will be enrolled in the following Health & Welfare Plans, except where coverage is provided by the spouse, subject to carrier approval:

- a) **MEDICAL SERVICES PLAN** – Premium costs to be paid one hundred per cent (100%) by the Employer, including periods of layoff.
- b) **GROUP LIFE INSURANCE** - Life Insurance and Accidental Death & Dismemberment of fifty thousand (\$50,000.00) dollars. The Employer shall pay 60% of the premium and the employee shall pay 40% of the premium.
- c) **EXTENDED HEALTH CARE BENEFITS** – The Employer shall pay 60% of the premium and the employee shall pay 40% of the premium.

DENTAL CARE

The Employer shall pay 60% of the premium and the employee shall pay 40% of the premium.

Deductible – Nil

Eighty (80%) percent for Level 1 – Basic Services

Eighty (80%) percent for Level II – Supplementary Basic Services

Fifty (50%) percent for Level III – Dentures

Fifty (50%) percent for Level IV – Major Restorative Services

Fifty (50%) percent for Level V – Orthodontics

Benefit Maximums

One thousand (\$1,000.00) dollars per calendar year combined for Level 1 and Level II and Level III and Level IV

One thousand and five hundred (\$1,500.00) dollars per lifetime for Level V Termination Age – employee’s age seventy-five (75) or retirement, whichever is earlier

The Employer agrees to pay sixty (60) percent of the following benefit costs during the winter shutdown period: Group Insurance, Group Life and AD&D and Extended Health Care.

25.02 Change in Benefit Carrier

The Employer agrees to notify the Union in writing of any changes to existing carriers or insurance policies, and further agrees that any change in carrier or amendments to existing policies will result in an equal level of insurance coverage, unless mutually agreed otherwise.

25.03 The Employer agrees to research and cost potential improvements to the benefit package, specifically in “increasing the annual limits” and “increasing the Life Insurance and AD&D”.

If increased costs fall within acceptable limits, the parties agree to implement such changes as soon as reasonably possible.

ARTICLE 26 JOINT SAFETY COMMITTEE

26.01 Composition

A Joint Safety Committee shall be maintained, such committee to be composed of one (1) supervisory representative and one (1) employee appointed by the Union.

26.02 Meetings

The Joint Safety Committee shall hold monthly meetings on a mutually agreed day. All unsafe or dangerous conditions shall be taken up and dealt with at such meetings, including recommendations on safety equipment.

26.03 Minutes

Minutes of all Joint Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and to the Union, and a copy shall be posted on the Bulletin Board in the Shop.

26.04 Safety Equipment

All employees working in any dirty or dangerous capacity shall be supplied with all necessary safety equipment and protective clothing when needed.

26.05 Joint Safety Committee

Time spent by employees in the performance of their duties as members of the Joint Safety Committee shall be considered as time worked and payment shall be on the basis of straight time only.

26.06 Occupational First Aid Attendant(s)

The Employer will request applications through annual job posting procedures for Occupational First Aid Attendant(s). First Aid Attendant(s) will in addition to the regular rate of pay, receive an additional fifty (\$0.50) cents per hour.

26.07 Employees Attending Scheduled Safety Meetings

Employees will attend scheduled safety meetings. Attendees will sign off on their attendance and topics discussed at these meetings.

ARTICLE 27 EDUCATION AND TRAINING

27.01 Pesticide Certificate

Employees are encouraged to request the prescribed training to obtain their Pesticide Certificate.

Approved candidates shall receive fifty per cent (50%) of their tuition fee at the time of application and a further fifty per cent (50%) upon successful completion of the course and receipt of their Certificate.

ARTICLE 28 PENSION PLAN

In this Article, the terms used shall have the meanings as described:

28.01 Definitions

“Plan” means a retirement vehicle as determined by the Union.

“Applicable Wages” means the basic straight time wages for all hours worked and in addition:

- a) the straight time component of hours worked on a holiday;
- b) holiday pay, for the hours not worked; and
- c) vacation pay.

All other payments, premiums, allowances and similar payments are excluded.

“Eligible Employee” means full time and part time employees in the bargaining unit who have completed five hundred (500) hours of service.

28.02 Employee Contribution

Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.

28.03 Remit to the Plan

The employee and employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

28.04 Employer Contributions

The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

28.05 Information to the Administrator of the Plan

The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible employee by Article .05 of the agreement include:

a) To be Provided Once Only At Plan Commencement

Date of hire

Date of birth

Date of first contribution

Seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

Gender

b) To Be Provided With Each Remittance

Name

Social Insurance Number

Monthly Remittance

Pensionable Earnings

Year to date contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer

c) To Be Provided Initially and As Status Changes

Full Address

Termination date where applicable (mm/dd/yy)

Marital status

28.06 Pension Plan

In the event the Union determines the retirement vehicle to be a pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

ARTICLE 29 RETIREMENT

29.01 Twenty (20) Years of Service

After twenty (20) years of service, retired employees will receive a certificate waiving the initiation fee should the employee wish to become a full member of the Fairview Mountain Golf Course.

ARTICLE 30 GOLFING PRIVILEGES

30.01 Available Tee Times

Where there are available tee times, employees shall be entitled to golf and be provided a golf cart at no cost.

30.02 Guests

While golfing after 2:00 p.m., employees will be permitted to have three (3) guests at current employee rate including cart and taxes.

ARTICLE 31 TERM OF AGREEMENT

31.01 Term of Agreement

This Agreement shall take effect from November 1, 2022 and shall remain in effect until October 31, 2026, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either party to the other party in accordance with the provisions of the *B.C. Labour Relations Code*. Within ten (10) days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations, this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 8th day of November, 2023.

ON BEHALF OF:

FAIRVIEW MOUNTAIN GOLF CLUB

Brian McDonald
Brian McDonald (No. 24, 2023 13:45 PST)

Brian McDonald, General Manager



Steven Pearson, Superintendent

James A. D'Andrea
James D'Andrea, President

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900

Megan Wagner
Megan Wagner (No. 20, 31, 19 PST)

Megan Wagner, Unit Chair

Shelie Best
Shelie Best (No. 8, 2, 23 13:45 PST)

Shelie Best, Local 608 President

Melissa Schuurman
Melissa Schuurman, National Representative

SCHEDULE "A"

Pay Grid

CLASSIFICATION	Nov 1, 2021	Nov 1, 2022 3%	Nov 1, 2023 Wage Adjustment	Nov 1, 2024 3%	Nov 1, 2025 4%
Mechanic	\$28.23	\$29.36	\$31.50	\$32.76	\$34.07
Lead Hand	\$23.00	\$23.92	\$25.83	\$26.87	\$27.94
Golf Course Technician	\$22.00	\$22.88	\$25.00	\$26.00	\$27.04
Senior Grounds Member			\$23.00	\$23.69	\$24.66
Groundskeeper I	\$17.78	\$18.31			
Groundskeeper II	\$19.87	\$20.46			
Groundskeeper III	\$21.70	\$22.35			
Junior Grounds Member	\$17.78	N/A	\$20.62	\$21.24	\$22.09
Students	\$16.00	Minimum Wage + \$1.00	Minimum Wage + \$1.00	Minimum Wage + \$1.00	Minimum Wage + \$1.00

Effective November 1, 2023, the positions of Groundskeeper I, Groundskeeper II, and Groundskeeper III will convert to the position of Senior Grounds Member.

A Senior Grounds Member covers employees in the position who have worked 15 months or more.

A Junior Grounds Member covers new employees who have worked less than 15 months.

SCHEDULE "B"
FAIRVIEW MOUNTAIN GOLF CLUB
EXCEPTIONS TO NORMAL WORK DAY AND NORMAL WORK WEEK

SHIFT SCHEDULE

- 1) The parties agree that Fairview Mountain Golf Club employees shall work under a shift schedule. The Employer will draft such schedule and present it to the Union for mutual agreement prior to its implementation.
- 2)
 - a) The normal work week for such employees shall be eight (8) hours per day for five (5) consecutive days, followed by two (2) consecutive days of rest, unless mutually agreed otherwise.
 - b) Extended shift schedules will be mutually agreed upon.
 - c) The starting times of a shift schedule may be altered by two (2) hours provided at least twelve (12) hours notice is given to the Union and the employee affected.
 - d) "Special Events" may result in a schedule change
- 3) The parties agree that an employee will not be obliged to work a split shift unless mutually agreed upon.

OVERTIME, CALLOUTS AND STANDBY

- 1) All time worked outside the scheduled hours, shall be deemed to be overtime. The opportunity to work overtime shall be equitably distributed among those normally performing the work to be done. A record of overtime worked will be made available upon request, at reasonable intervals.
- 2) Overtime, after eight (8) hours of work shall be paid at a rate of time and one-half (1½x) for the first two (2) hours and double time (2x) thereafter. Overtime at double-time (2x) must have prior written approval of the assistant superintendent or higher position.
- 3) All time worked on an employee's day of rest shall be paid at time and one-half (1½x).
- 4) All time worked by an employee on Statutory Holidays shall be paid at time and one-half (1½x) plus payment for the Statutory Holiday.
- 5) Any employee required by management to be on Standby shall be paid two (2) hours at regular time for each such day.
- 6) Any employee on an approved callout by management after their normal hours or on their day of rest shall be paid a minimum of two (2) hours at time and one-half (1½x).
- 7) Employees shall be entitled to a fifteen (15) minute paid break after each three (3) consecutive hours of overtime worked.
- 8) Employees may consider paid time-off in lieu of worked overtime. Such consideration will be established in writing with the Employer at the beginning of each year's recall.

Time off will only be taken upon mutual agreement between the employee and their Supervisor, subject to the Employer's operational requirements. Except for emergency situations, thirty (30) days' notice will be given to the Employer for requests of time-off.

Any unused banked time will be paid out once yearly at the end of the working season or a time to be determined by the Employer. Paid time-off shall be provided at the same time as the applicable overtime rates.

DISPUTE-RESOLUTION PROCEDURE

- 1) Either party may serve notice to renegotiate any issue mentioned in Schedule "B" by giving thirty (30) days written notice to the other party.
- 2) In the event mutual agreement cannot be reached, the matter in dispute shall be referred to the Union and employer negotiators for resolution.
- 3) If the negotiators fail to resolve the issue it may then be referred to binding arbitration pursuant to Article 12 of the collective agreement.

LETTER OF UNDERSTANDING #1
BETWEEN
THE FAIRVIEW MOUNTAIN GOLF CLUB
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

The parties to this Letter agree that the following exceptions may be made to the Collective Agreement:

1) Working Superintendent

The practice of Working Superintendents will continue. The Employer agrees the Superintendent will not perform any bargaining unit work that may reduce the hours of work of any member or members of the Bargaining Unit.

2) Incidental Clubhouse Repair and Projects

The practice of the use of club members as volunteers to perform projects and Clubhouse repairs shall be continued, provided it does not reduce the hours of work of any members in the bargaining unit.

3) Employee Playing Privileges

The practice of employee playing privileges at the golf course shall be continued.

4) Inverted Seniority

The parties recognize the benefits and convenience to inverted use of seniority. Therefore, the Union, Employer and the affected employees may agree to a layoff or recall out of line of normal seniority.

5) Contracting

The Parties agree that contracting by bona fide contractors to build or rebuilding tees, greens, fairways or buildings shall not be deemed to be a violation of Article 3.03 of the collective agreement.

However, the Employer agrees to as much work in-house as economically feasible.

6) Rest Periods and Extended Shifts

In the event the shift schedule as agreed to Schedule "B" from time to time involves shifts in excess of eight (8) hours per day, the parties may mutually agree to the application of rest periods and when they are to be taken. Further, the parties recognize the concept of averaging when considering extended shifts in accordance with Schedule "B".

7) Food Discount

Employees purchasing unpackaged food products for their own consumption, during working shifts, will be entitled to a discount of fifty percent (50%). Employee accounts for the charging of food and beverages will not be allowed.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 8th day of November, 2023.

ON BEHALF OF:

FAIRVIEW MOUNTAIN GOLF CLUB

Brian McDonald
Brian McDonald, General Manager

Steven Pearson
Steven Pearson, Superintendent

James A. D'Andrea
James D'Andrea, President

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900

Megan Wagner
Megan Wagner, Unit Chair

Shelie Best
Shelie Best, Local 608 President

Melissa Schuurman
Melissa Schuurman, National Representative

LETTER OF AGREEMENT #2

BETWEEN:

THE FAIRVIEW MOUNTAIN GOLF COURSE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608

RE: PART TIME (PT) POSITIONS

The parties agree that part-time positions may be created under the following terms and conditions:

1. The parties agree that full-time employee positions are a priority, with part-time employee positions filled as a supplement to the workforce.
2. Part-time employees will be added to Schedule "A" of the Collective Classification.
3. These positions will be paid at rates as per Schedule "A". PT Classification will be based on skillset and or mutual agreement. PT classification will be at an hourly rate based on skillset and or by mutual agreement, no fulltime employee moving to PT employee will revert in hourly wage based on Schedule "A". Once classification has been determined and or mutual agreement. FT or PT employee will be paid hourly in accordance to Schedule "A" without losing seniority. In order to maintain benefits in a PT position the employee will have to work the minimum hours required to receive coverage or mutual agreement.
4. Part-time employees will be entitled to all parts of the Collective Agreement except as noted in this document.
5. Part-time positions will be limited to a maximum of four positions per year. Additional part-time positions can be added by mutual agreement.
6. These positions will have a mutually agreed to schedule of work up to a maximum of 24 hours total per week.
7. Part-time positions are limited to persons with the necessary skills, qualifications, and work experience to perform the work on the golf course as deemed by management.
8. Regarding layoff and recalls, the Part-time I and II classifications will be the first to be laid off at the end of the season and the last to be recalled at the opening of the season, or as mutually agreed.

Conditions for current employees switching to a part-time position:

1. The employee must accept the terms and conditions as noted above.
2. Current FT employees may apply to transfer to a PT posted position and if hired will be placed into PT Classification at an hourly based on their current hourly rate in Schedule "A", but no greater than, what they were earning upon the transfer to the PT position.
3. They will suffer no loss of seniority for vacation pay purposes but pay will be accrued based on hours worked.
4. If a Part-time employee wishes to switch back to a full-time position, they must wait until a position is posted, apply, and or mutual agreement.
5. Part-time employees will maintain their pensions and benefits.
6. Part-time employees will pay union dues.
7. Part-time employees will maintain their golf privileges.

Conditions for newly hired part-time employees:

1. Newly hired part-time employees must accept the terms and conditions as noted above.
2. New hired PT employees pay rate is at the PT rate based in Schedule "A" and or mutual agreement.
3. New hired part-time employees need 500 hours worked to qualify for pension.
4. Newly hired part-time employees will accrue seniority to be applied to part-time I employees only.
5. If a newly hired part-time employee successfully applies for a full-time posted position, they would start at the bottom of the seniority list regardless of time served in the part-time position, unless mutually agreed.
6. Newly hired part-time employees accrue vacation based on hours worked.
7. Newly hired part-time employees will pay union dues.
8. Newly hired part-time employees will receive golf privileges.

This LOU may be cancelled after October 31, 2024 by either party.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 8th day of November, 2023.

ON BEHALF OF:

FAIRVIEW MOUNTAIN GOLF CLUB

Brian McDonald
Print Name (Nov 14 2023) PST

Brian McDonald, General Manager

[Signature]
Steven Pearson, Superintendent

James A. D'Andrea
James D'Andrea, President

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900

[Signature]
Print Name (Nov 14 2023) PST

Megan Wagner, Unit Chair

[Signature]
Shelie Best, Local 608 President

[Signature]
Melissa Schuurman, National Representative