

# **COLLECTIVE AGREEMENT**

**Between**

**ROSELAND GOLF & CURLING CLUB LIMITED**

(hereinafter called the  
"Employer")

**OF THE FIRST PART**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS  
LOCAL 2945-00 (Outside)**

(hereinafter called the  
"Union") OF THE  
**SECOND PART**

**EXPIRY: June 30, 2027**

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THIS AGREEMENT made this 13<sup>th</sup> day of December, 2023

**BETWEEN:**

**ROSELAND GOLF & CURLING CLUB LIMITED**  
(hereafter called the "Employer")

OF THE FIRST PART.

-and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS L. 2945-00**  
(hereafter called the "Union")

OF THE SECOND PART.

**WHEREAS** the general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours, and wages, all as set out herein and to provide a procedure for the settlement of grievances which may arise hereunder so as to maintain harmonious relations between the Employer and its employees covered by the terms of this Agreement.

**NOW THEREFORE** the Parties agree as follows:

## **ARTICLE 1 - RECOGNITION**

- 1.01 For the purpose of this Agreement, the terms hereof shall apply to all employees of the Employer in Windsor, Ontario, save and except Managers, those above the rank of Manager, Golf Professional, Head Ice Maker, Office and Accounting Staff Persons and students employed during the vacation period.

The Employer recognizes the Union as the bargaining agent for all employees of the Employer as defined in this Article.

"Part-time employee" means an employee employed in the bargaining unit who regularly works twenty-four (24) hours per week or less. The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit. Only the following provisions do not apply to part-time employees and students:

- (i) Article 18, except 18.01(c);
- (ii) Article 19; and
- (iii) Letter of Agreement regarding Pensions.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 Except as and to the extent specifically modified by the terms hereof, all rights and prerogatives of management are retained by the Employer and remain exclusively within the scope of authority of the Employer and its management personnel. Without limiting the generality of the foregoing, and for the sole purpose of emphasizing examples of the foregoing reservation, the Employer's rights, so reserved, shall include the rights to:

- a) Maintain order, discipline and efficiency.
- b) Hire, discharge, layoff, recall, suspend, classify, re-classify, direct, transfer, promote, demote, or otherwise discipline any employee for just cause subject to their right to lodge a grievance in the manner and to the extent as hereafter provided.
- c) Generally to manage the business of the Employer including the full right to plan, direct and control its operations and in all respects to determine the scope of its operations, services to be performed and methods and procedures to be followed.

- 2.02 It is understood that these rights, so reserved to management, shall not be exercised in a manner which is contradictory of or repugnant to any specific modification or restriction placed upon the exercise of such right that is elsewhere provided in this Agreement.

- 2.03 It is agreed that the Employer may in its discretion formulate, issue and enforce, from time to time, rules and regulations (not contrary to the terms hereof) which shall be binding upon employees who are made subject to them. Breaches of rules by an employee may become cause of disciplinary action. All such rules shall be in writing and shall be posted on the bulletin board herein referred to and shall be made available to any employee desiring a copy.
- 2.04 Dishonesty, theft from the Employer or a fellow employee, working while the employee's faculties are impaired by the use of alcohol, narcotic and/or other dangerous or hallucinatory drug not prescribed by a duly qualified medical practitioner, and (while at work) the unauthorized use of alcohol, narcotic and/or other dangerous or hallucinatory drug not prescribed by a duly qualified medical practitioner, shall be grounds for discipline up to and including discharge subject to the provisions of the Ontario Human Rights Code..
- 2.05 No seniority employee covered by this Agreement shall be disciplined, suspended or discharged except for just cause.
- 2.06 An employee is entitled to be accompanied by a Union Steward when interviewed in the course of a disciplinary investigation. The Employer will establish the time and place of such meeting allowing sufficient time for the employee to secure union representation. The Union Steward will be advised in writing within seven (7) working days of the disciplinary action and the reason(s) therefore.
- 2.07 Upon written notice of at least three (3) working days (exclusive of Saturdays, Sundays and paid holidays), a seniority employee shall be allowed to review their personal file during business hours in the presence of a supervisor. The employee shall be provided with photocopies of any documents upon request.

### **ARTICLE 3 - RELATIONSHIP**

- 3.01 The Employer and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Employer or the Union or by any of the representatives of either party with respect to membership or non-membership in the Union. The Union agrees that no member or representative of the Union will conduct Union activities on the premises of the Employer except as specifically permitted by this Agreement or with the written permission of the Golf Professional or the General Manager of the Employer.

- 3.02 The parties agree that there shall be no discrimination, with the meaning of the Ontario Human rights code against any employee by the Union or the Employer by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, sex, sexual orientation, family status or disability.

#### **ARTICLE 4 - UNION SECURITY**

- 4.01 The Employer agrees to deduct Union dues and special Union assessments applicable to all members and authorized under the Union's constitution from the pay of every employee within the scope of this Agreement and to transmit the total amount of such deductions to the National Secretary Treasurer by the 15th of the month following the month such deductions are made. Deductions shall be taken from each pay and shall be accompanied by a list of employees from whose wages the deductions have been made.
- 4.02 The Union will advise the Employer in writing of the name and address of the National Secretary Treasurer herein referred to.
- 4.03 The Employer further agrees to record all employees contributions of Union dues paid annually, exclusive of special assessments, on the individual employees' T-4 statements of remuneration paid, issued annually by the Employer for Income Tax purposes.
- 4.04 The Union agrees to save harmless and to indemnify the Employer for any action that may arise through the deduction of dues and special assessments from any employee's pay, on behalf of and at the instruction of the Union.
- 4.05 Employees of the Employer, upon completion of their probationary period, shall as a condition of employment, become and remain members in good standing of the Union, according to the constitution and By-Laws of the Union.

#### **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

- 5.01 There shall be no strikes or lockouts so long as the operation of this Agreement shall continue or be deemed to continue.
- 5.02 Strikes and lockouts are to have the meaning as defined in the Ontario Labour Relations Act.
- 5.03 If an unlawful strike occurs, the Union shall forthwith inform its members that the strike is unlawful and, in good faith and forthwith, instruct them to carry out the provisions of this Agreement, return to work and perform their duties.

## **ARTICLE 6 - NEGOTIATING COMMITTEE**

- 6.01 The Union shall appoint from among its members a Negotiating Committee consisting of not more than three (3) employees, and one recognized Union official who shall exclusively carry out negotiating for the renewal, with or without amendment of the Collective Agreement. The Employer shall pay the Negotiating Committee for all scheduled regular hours spent in negotiations between the parties up to and including the first day of conciliation.

## **ARTICLE 7- REPRESENTATION**

- 7.01 The Union shall select one Steward or representative per shift who is actively at work, from among the union members, to represent employees.
- 7.02 The Union will promptly inform the Employer, in writing, of the identity of the Stewards and of any change in the identity of the Stewards, and the Employer shall not be obliged to recognize any person as a Steward unless it is so notified.
- 7.03 The Stewards shall possess the exclusive power to investigate grievances and complaints which may arise in the course of employment during their shift.
- 7.04 No Steward may leave their regular duties to investigate a complaint or grievance without permission of their supervisor, which will not be unreasonably denied.
- 7.05 The Steward, the members of the Bargaining Committee, together with the officers and National Representative of the Union, shall be deemed to be the officials of the Union, possessing positions of leadership and responsibility in the negotiation, execution, and administration of this Agreement.
- 7.06 The Union agrees that, except with the consent of the General Manager, which shall not be unreasonably withheld, no National Representative or Union official and no person authorized by the Union who is not an employee actually at work, shall enter the Employer's premises or any part thereof to engage in or discuss any type of Union activity; provided the provisions hereof shall not affect the right of the Union or its business agent or official under the Grievance Procedure set out in this Agreement.
- 7.07 Official correspondence between the parties shall pass to and from the General Manager of the Employer and the Chairperson of Local 2945-00, with a copy as well being sent to the Office of the assigned National Representative. Local 2945-00 shall supply the Employer in writing with the names of its Officers and Stewards and the Employer will supply the Union in writing with the name of the General Manager of the Employer.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 A grievance shall be defined as any difference arising out of the interpretation, application and administration or alleged violation of the Collective Agreement.
- 8.02 Wherever the term Grievance Procedure is used in this Agreement, it shall be deemed to include the Arbitration Procedure hereafter referred to.
- 8.03 To ensure that complaints and grievances of employees are resolved, the procedure for dealing with them shall be as follows:

- STEP 1** The complaint shall be reduced to writing, signed by the complaining employee, countersigned by their Steward and delivered to the Golf Professional within seven (7) days of the occurrence of the event which gave rise to the complaint or within seven (7) days of the receipt of notice of the written disciplinary action (per Article 2.06).
- STEP 2** The Golf Professional or, in their absence, such person as the Golf Professional may appoint to act in their place, shall hear the grievance within five (5) days next following the date of its receipt by them and shall deliver their decision in writing within five (5) days next following the date of completion of the hearing.
- STEP 3** If the grieving employee is still unsatisfied with the decision of the Golf Professional, or the person designated to hear the grievance, they may appeal that decision to the General Manager, provided they deliver in that behalf to the General Manager within seven (7) days next following the date of delivery of the immediate supervisor's decision and the relief which is claimed. The General Manager shall hear the appeal within seven (7) days next following the date of delivery of the notice of appeal and shall deliver their decision in writing within seven (7) days next following the date upon which the hearing on appeal is concluded.

On the appeal, the grievor shall lead off and shall be entitled to have present with them as their agent either their Steward or a duly authorized business representative of the Union.

- 8.04 It is agreed that the grieving employee (or the Employer) shall have the right to call such witnesses as necessary to give evidence during the hearing of a grievance at any step hereof.

- 8.05 The decision of the Golf Professional, or the General Manager, as the case may be, shall be final and binding upon the employee affected by it, the Union and the Employer, unless a subsequent step is taken within the limitations of time herein subsequently provided.
- 8.06 Any time limit referred to in this Article may be extended if requested in writing and by mutual agreement in writing of the parties.
- 8.07 If the Union is not satisfied with the decision of the General Manager on any grievance, the matter may be submitted to arbitration in which case the following procedure shall apply:
- a) The Union shall give the Employer, by delivery to the General Manager (within seven (7) days next following the delivery of the General Manager's decision) a notice to arbitrate in writing. The notice will contain the name and address of the Union's nominee to the Board of Arbitration.
  - b) The Employer shall, within seven (7) days next following receipt of the notice to arbitrate, advise the Union by notice in writing (delivered to him or to the Union Office in Windsor, Ontario) of the name and address of its nominee,
  - c) The two nominees shall, within a period of ten (10) days next following the date of the appointment of the second nominee, appoint a third person who shall be Chairperson.
  - d) If the two nominees fail to agree upon a Chairperson within the time limited as aforesaid, either may then forthwith apply to the Minister of Labour to appoint one, and a copy of the request will be concurrently supplied to their fellow nominee.
  - e) The two nominees and the Chairperson, when appointed, shall thereupon be constituted a Board of Arbitration for the purpose of hearing and deciding the issue and the decision of the Board acting within its jurisdiction shall be final and binding.
  - f) The Board shall not make any decision which changes or disregards any provision of this Agreement, which establishes or changes any wage or rate of pay nor shall it make any decision the effect of which is to read into the Agreement some expression, concept, or notion, which it does not contain.
  - g) The fees and charges of each nominee shall be paid by the party who appoints him.

The fees and charges of the Chairperson shall be borne by the parties in equal shares.

8.08 The Employer also possesses the right (exercisable at its option to file a grievance and the procedure (if resort to grievance is elected) shall be as follows:

- a) The General Manager, on behalf of the Employer, shall lodge a grievance, in writing, with an officer of the Union within a period of seven (7) days next following the date of the happening of the event which gave rise to the grievance, by leaving a copy thereof with an officer of the Union at the Union's Office in Windsor, Ontario.
- b) The grievance shall contain particulars of the grounds which gave rise to the grievance and of the remedy claimed.
- c) Within five (5) days next following receipt of the grievance the Union will respond by notice in writing delivered to the General Manager.
- d) If the Employer is not satisfied with the Union's response to the grievance, it may submit the matter in issue to arbitration, in which case the provisions of Article 8.07 (a) to (g) (each sub-article inclusive) shall apply, mutatis mutandis, to the matter, with all such changes as the context of the sections may require to give effect to the fact that it is the Employer (and not the employee) that has submitted a grievance to arbitration.

8.09 A Union or a Management grievance involving any policy which simultaneously and similarly, affects or applies to three (3) or more employees may be launched by the Employer or the Union (as the case may be) provided the same is submitted, in writing, and filed with the opposite party within seven (7) days next following the date of the happening of the event which gave rise to the grievance or next following the date that the event became known, or should (by the application of ordinary diligence) have become known to the party who claims to be aggrieved.

As in the case of an employee grievance, a policy grievance shall contain a brief statement of the facts upon which a remedy is claimed as well as particulars of the remedy requested.

A meeting of the Employer and the Union shall be held within seven (7) days next following the date of the presentation of the grievance and shall take place within the framework of Step 3 of Article 8 hereof.

The Employer or the Union shall give its written decision within three (3) days next following the date upon which such meeting has been held.

If the decision is unsatisfactory to the party affected by it, the grievance may be submitted to arbitration within seven (7) days next following the date of delivery of such written decision and the arbitration provisions of this Agreement shall apply mutatis mutandis to the matter so submitted to arbitration.

Any grievance, grievance reply, or notice, to which this sub-article refers shall be deemed to be properly delivered if forwarded by Registered Mail addressed to the Employer or the Union, as the case may be, or if left with the General Manager of the Employer or any officer or National Representative of the Union at its Windsor, Ontario office.

Periods of limitation under this sub-article may be extended by written agreement of the parties but otherwise shall strictly apply.

The provisions of this sub-article shall not be used to bypass the procedures that apply to a grievance or complaint that as to the grounds of complaint and the particulars of the remedy has specific application to an individual employee or employees.

- 8.10 At any stage of the grievance procedure as outlined above, an employee shall have the right to be represented, by a Union Executive, or National Representative. The presence of such person shall not cause the delay of any of the meetings scheduled pursuant to this Article.

#### **ARTICLE 9 - SENIORITY**

- 9.01 Seniority is defined as the length and type of service as defined within Articles and 9.03 and shall include service with the Employer prior to the certification or recognition of the Union.

- 9.02 a) Seniority rights of employees shall be established after the satisfactory completion of a probationary period.
- b) Seniority rights of part-time employees shall be established after the satisfactory completion of a probationary period of ninety (90) calendar days from date of hire,

During their probationary period, an employee shall not possess the capacity to file a grievance under the terms of this Agreement or to have any complaint, grievance or dispute referred to arbitration.

9.03 For the purposes of all sub-articles of Article 9, the parties agree to recognize the following department:

a) Pro Shop

The parties further agree the following classifications are assigned to each Department:

Pro Shop

Cashier, Starter, Ranger

Curling Rink

Curling Helper

9.04 In cases of lay-off and recall, the following factors will be considered:

a) Classification and seniority

b) Ability and diligence

Where the qualities mentioned in (b) above are relatively equal, classification seniority shall govern.

Wherever in this sub-article the word "ability" is used, it shall be deemed to mean the knowledge that is presently possessed by a person to do the work required in a particular department. The term shall not include knowledge that may be potentially or later acquired.

Whenever it becomes necessary to reduce the working force within a Classification, employees shall be laid off in reverse order of classification seniority, and any employee so affected shall then exercise their seniority in the following manner:

(i) Within any classification in the Department in which junior employees are working provided the senior employee otherwise satisfies the conditions of this Article;

In the event an employee is unable to exercise their seniority as above, they shall be laid off by the Employer.

Employees who have been laid off shall be recalled in reverse order of the procedure set forth above. Laid off employees shall be recalled in order of seniority to any vacancy in the classification provided they have the skill and ability to perform the normal requirements of the job.

Employees shall be given notice of layoff in accordance with the provisions of the Employment Standards Act.

9.05 An employee shall lose seniority:

- a) If they are laid off for a period often (10) consecutive months.
- b) If they are on lay-off and fails to return to work within forty- eight (48) hours after receiving notice sent by certified mail or email to such employee at their last known address, requiring them to return to work following a period of lay-off.
- c) If they (having been granted leave of absence with or without accrual of seniority) fails to return to work on the regularly scheduled work day next following the expiry of such leave. If they fail to return to work following maternity or adoption leave.
- d) If they, following adoption leave, fails to return to work on the shift next following the expiration of such leave.

9.06 It shall be the duty of any employee or laid off employee to notify the Golf Professional promptly and in writing of any change of address or telephone number.

Any notice mailed to the employee or laid off person by prepaid registered post, addressed to the employee's or laid off person's address as it appears on the records. of the Employer, shall be deemed to have been received three (3) days next following the day of mailing.

- 9.07
- a) The Employer shall post a seniority list in each department in January and June of each year.
  - b) An employee shall be entitled to dispute the accuracy of their seniority as shown on the list, by filing, within thirty (30) days next following the posting of the list, a written notice with the General Manager setting out therein the grounds of objection. If the dispute is not resolved, the
  - c) If an employee does not file a dispute, as in this sub-article provided, or upon filing a dispute they fail to process the matter as a grievance within the limitations of time provided in Article 8, they shall be deemed to have accepted (as final and binding) the seniority shown on the list which has been posted.

## **ARTICLE 10 - JOB POSTING**

- 10.01 (i) When a vacancy occurs or a new position is created within the Bargaining Unit, the Employer shall post notice in that behalf on the bulletin board for six (6) consecutive working days herein called the period of exposure and any employee may apply for such position, in writing, at any time up to and inclusive of the third day next following the last day of the period of exposure.
- (ii) The notice shall describe the position and such required qualifications as the Employer may specify.
- (iii) The most senior employee in the classification from which the application originated who bids on this position shall be awarded it.
- (iv) If there are no applicants within the classification, appointments to a vacant or new position shall be made from among the persons who possess the required (or preferred) qualifications, on the basis of skill, knowledge, efficiency, related abilities and aptitudes (which may be explored by a written or oral test if the Employer may so elect).
- (v) Where qualifications (and skills, knowledge, related abilities and aptitude) of two or more candidates are relatively equal, total seniority accumulated in all departments of the Bargaining Unit shall be the determining factor.
- (vi) Wherever, in this Article, the words qualifications, skill, knowledge, related ability, aptitude (or the plural form of these words, or any of them) is used, it shall be deemed to mean the qualifications, skills, knowledge, related ability and aptitude that is possessed by the applicant at the time the application is made, and shall not be extended to mean those qualities (or any of them) that may be potentially or later acquired.
- (vii) The successful applicant shall be on a trial, if the position being applied for is any other occupation within the Bargaining Unit, for a period of sixty (60) calendar days of employment.
- (viii) If the applicant does not successfully complete the trial period, then they shall be permitted to return to their former position. An applicant may of their initiative elect to return to their former position prior to completion of the trial period.

## **ARTICLE 11 - HOURS OF WORK AND WORKING CONDITIONS**

- 11.01 It is hereby expressly agreed that the provisions of this schedule are included for the purpose of defining the regular work week and computing overtime and shall not be construed as a guarantee of or limitation upon the hours of work which may be done or required to be done per week nor as a guarantee of a working schedule.
- 11.02 The normal work week for all full-time employees shall consist of forty-four (44) hours worked exclusive of lunch periods.
- 11.03 It is recognized that the Employer will from time to time require employees to perform overtime work and employees shall work overtime as and when required.

An employee who wishes to be excused from an overtime assignment shall, in support of their request, furnish an acceptable and bona fide reason. The Employer's decision upon such a request shall not be made in an arbitrary manner, but subject to this limitation, the Employer's decision shall be final. The granting or refusal of a request shall not be ground for a complaint or grievance that the Employer has acted in a discriminatory manner nor shall the granting or refusal of a request on one occasion be deemed to constitute any precedent as to the manner in which the Employer should respond in another.

- 11.04 Overtime at the rate of, one and one-half (1 1/2) times the employee's straight time hourly rate of pay shall be paid for all hours worked in excess of forty-four(44) hours per week.
- 11.05 There shall be a one-half (1/2) hour unpaid lunch break in each working day at a time or times designated by the Employer as set out in Article 15.
- 11.06 In no case shall there be a pyramiding or duplication of overtime.
- 11.07 Reporting Pay Guarantee - Employees scheduled to work on a particular shift shall be paid for the entire period of work at such tasks and duties as the Employer may assign, at their regular rate of pay; and in any event shall receive a minimum of three (3) hours pay if informed that their services are not further required within the first three (3) hours of service.
- 11.08 Split Shifts - Split Shifts will be adopted by mutual agreement of the Employer and the employee, provided that reporting pay guarantee shall not apply.
- 11.09 Six Consecutive Work Days - Not more than six (6) consecutive days of work shall be scheduled without days off, except by mutual agreement of the Employer and employee.

- 11.10 Exchange of Shifts - Employees may, with the permission of the Golf Professional, be permitted to exchange shifts provided the replacement agrees, in writing, to fulfill the duties of the scheduled employee during the shift.
- 11.11 Break Time - Employees shall be permitted a fifteen (15) minute break during each four (4) hour period of work, at times designated by their Supervisor.
- 11.12 Shift Schedule - The shift schedules of each employee shall be posted at least ten (10) days in advance. The schedule shall be for a one (1) week period. Once posted, the shift schedule shall not be changed without the employee being notified of such change.

An employee so scheduled to report for work shall not be subject to discipline if they have not been notified of a change in the schedule that affects them.

- 11.13 There shall be a twelve (12) hour break between shifts unless mutually agreed to do otherwise between the Employer and the employee.

#### **ARTICLE 12 - BULLETIN BOARD**

- 12.01 The Employer will provide and maintain a Bulletin Board at the time clock. The board is provided primarily to carry the Employer's instructions, notices and information to its employees. The board may also be utilized to provide employees with notices of Union meetings and other Union notices. All Union notices must be signed by the proper Union officer or National Representative and submitted to the: Golf Professional for approval before being posted.

The Union agrees that political advertising shall not be attached to the bulletin board and that pamphlets or other publications shall not be distributed by the Union or its members on the Employer's premises.

#### **ARTICLE 13 -BEREAVEMENT LEAVE WITH PAY**

- 13.01 In the event of the death of the spouse, child or stepchild of an employee who has completed their period of probationary service, such employee shall (provided they attend the funeral of the deceased), be granted, upon request, up to five (5) days leave of absence from work with pay (calculated at normal rates).

In the event of the death of the father, mother, mother-in-law, father-in-law, brother or sister, of an employee who has completed their period of probationary service, such employee shall (provided they attend the funeral of the deceased), be granted, upon request, up to three (3) days leave of absence from work with pay (calculated at normal rates).

- 13.02 In the event of death of the son-in-law, daughter-in-law, grandparents, or grandchild, of an employee who has completed their period of probationary service, such employee shall (provided they attend the funeral of the deceased) be granted, upon request, a one (1) day leave of absence from work with pay (calculated at normal rates).
- 13.03 An employee who elects to work their regularly scheduled shift or shift during any day of leave of absence on bereavement, as referred to in sub-articles 13.01 and 13.02, shall not be entitled to bereavement leave pay on the day that they elect to work.
- Bereavement leave and bereavement pay shall not in any event extend to any regularly scheduled work day which occurs beyond the day of the funeral.
- 13.04 One (1) day off with pay calculated at normal rates shall be granted to an employee referred to in sub-article 13.01 whose parent dies where distance prevents the employee from attending the funeral.
- 13.05 For all purposes of this Article no employee shall be entitled to pay for any day upon which they would not otherwise have been scheduled to work.

#### **ARTICLE 14 - PREGNANCY AND PARENTAL LEAVE**

- 14.01 Pregnancy and Parental Leave shall be granted in compliance with the Employment Standards Act.

#### **ARTICLE 15 - EMPLOYEES WHO HANDLE CASH**

- 15.01 An employee who handles cash shall daily prior to the end of the shift, complete and sign the report form provided by the Employer.

Failure to complete the report form may be cause for discipline.

An employee with a cash float who uses the whole or any part thereof for their own purposes or for the benefit of any third party may be subject to discipline.

An employee who operates a cash register and who accepts and is responsible to account for monies paid for goods sold or services rendered, in circumstances in which no other person has access to the cash once it is delivered to the employee, shall out of their own funds and means make up any and all cash shortages incurred or sustained during their shift and (notwithstanding Section 13 of the Employment Standards Act and as maybe amended from time to time) the Employer may set off against and deduct from wages due to the employee the amount of any and all cash shortages.

15.02 When required by the Employer, each employee must be and remain, (as a condition of their continued employment), acceptable to the Employer's bonding company for bonding purposes, in such amount as the Employer may from time to time specify, and if the employee fails to be and remain acceptable to the Employer's bonding company as aforesaid or refuses to execute a bond when issued, their employment regardless of seniority or other conditions shall be terminated.

#### **ARTICLE 16 - VACATION WITH PAY**

16.01 Seniority employees who have completed one (1) year of service or more (but less than five (5) years of service) shall be entitled to two (2) weeks vacation with 4% of wages paid in the year.

16.02 Seniority employees who have completed five (5) years of service or more shall be entitled to three (3) weeks vacation with 6% of wages paid in the year.

16.03 Seniority employees who have completed ten (10) years of service or more shall be entitled to four (4) weeks vacation with 8% of wages paid in the year.

16.04 Seniority employees who have completed eighteen (18) years of service or more shall be entitled to five (5) weeks vacation with 10% of wages paid in the year.

16.05 For the purpose of determining the vacation to which an eligible employee is entitled, the anniversary date of their employment shall apply.

16.06 Vacations shall be granted within 300 calendar days next following the eligible employee's anniversary date of employment.

16.07 An eligible employee, desiring to take their vacation at a particular time, will deliver a written request in that behalf to the Golf Professional, prior to March 15th of the year in which they prefer to take vacation. Subject to the overriding reservation that the Employer must at all times maintain an adequate staff (as to which the Employer shall be and remain the ultimate and decisive judge), vacations shall be allotted in accordance with seniority and in harmony with the employees' requests.

The employee submitting the request as aforesaid will be notified within thirty (30) days after March 15 as to whether or not their request is granted.

16.08 Unused vacation credits shall not be accumulated from one year to the next.

16.09 Vacation pay will be delivered in January of the year next following that in which the employee became entitled to vacation pay.

### **ARTICLE 17 - PAID HOLIDAYS**

17.01 A seniority employee who is actively at work for three (3) months prior to the holiday will be compensated for time lost as a result of one of the following paid holidays being observed on their regularly scheduled work day. Compensation shall be a sum equivalent to their straight time hourly rate for the number of straight time hours of work in their normal working day, or the statutory minimum as outlined in the Employment Standards Act whichever is greater, provided the employee complies with the qualifications hereafter contained.

The paid holidays are:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Civic Holiday
6. Labour Day
7. Thanksgiving Day
8. Remembrance Day
9. Christmas Eve Day
10. Christmas Day
11. Boxing Day

17.02 If an eligible employee works on a paid holiday, they shall be paid one and one-half (1 1/2) times the wages at their regular rate for each hour that they may work and will also be paid holiday pay. **Scheduling will follow seniority for all paid holidays.**

17.03 In order to qualify for payment on a paid holiday as provided in sub-article 17.01, the eligible employee must have earned wages on twelve (12) days of the four (4) weeks preceding the paid holiday and must work their scheduled shift on the day immediately prior to, and their scheduled shift immediately following, the holiday. Where an employee does not qualify for a paid holiday based on the within calculation but qualified for holiday pay as outlined under the Employment Standards Act, said Employee will receive payment according to the Act.

17.04 An otherwise qualified employee, who is scheduled to work on one of the designated holidays, but who does not report for work and work as scheduled, shall forfeit their holiday pay for that particular holiday, unless the employee provides a note from a qualified physician, confirming the employee's illness on the holiday.

## **ARTICLE 18 - GREEN SHIELD PLAN**

- 18.01 a) For a full-time seniority employee, who has completed the probation period as defined in Article 9.02(a) who is not provided with Green Shield Benefits under a plan provided by their spouse or by the Plan of a person upon whom the employee is claimed as a dependent and who works thirty-two (32) hours in each week, the Employer agrees to provide and pay for, at its cost and expense, one hundred (100) percent of the Green Shield premiums (and provide coverage for that employee and their dependents accordingly) for the following Green Shield benefits:

Drugs Plan 3  
Dental Plan 99  
Extended Health Service  
Plan E-4 Out of Province Plan- OP  
\* Vision Plan 7 Audio Plan H-1  
Semi Private Plan 1

\*Vision Care: \$150.00/24 months

- b) For a full-time employee who was employed from within either the full-time or part-time bargaining unit and who has completed the trial period outlined in Article 10.01 (vii) and as a full-time employee who is not provided with Green Shield Benefits under a Plan provided by their spouse or by the plan of a person upon whom the employee is claimed as a dependent, and who works thirty-two (32) hours in each week, the Employer agrees to supply and pay for the same scheduled of Green Shield Benefits as outlined in 18.01(a).

### **18.02 Self Pay Privilege and Benefits**

An employee who is laid off or who is continuously absent from work due to illness or injury for thirty (30) calendar days computed from the first day of absence, shall not be entitled to continue to receive, at the Employer's expense from and after the date of layoff or the thirtieth (30) calendar day (computed from the first day) of absence from work due to illness or injury, as the case may be the benefits referred to in Article 18, provided, however, that they may, on or before such date, apply for leave of absence without pay, (while laid off or while absent continuously from work due to injury or illness for more than thirty (30) calendar days as the case may be) and if their application is granted, they may arrange with the Golf Professional prior to commencing such leave, to reimburse the Employer (until the date that they lose seniority pursuant to Article 9.07) for the full cost of the benefits referred to in said Article 18.

18.03 The Employer agrees that full-time employees will be enrolled in the Green Shield Benefit Plan, provided these employees work the hours for which they are scheduled whether above or below the thirty-two (32) hour requirement

#### **ARTICLE 19 - SICK DAYS**

19.01 It is agreed that full-time employees in the bargaining unit who have completed their period of probation and who have completed less than five (5) years continuous service with the Employer and who works thirty-two (32) hours in each week and who, by reason of illness or injury requiring confinement at home or in hospital are absent from a scheduled work shift, shall (subject to the conditions hereafter provided), be entitled to receive in each year of service up to but not in excess of seven (7) scheduled work days with pay as sick leave compensation; provided however:

- a) Subject as aforesaid, all cases of absence due to illness or injury must be reported to the Golf Professional, on the first day of absence at least 2 hours prior to the normal reporting time of the shift to which the employee is assigned.

Each day of subsequent absence shall (unless the Golf Professional may otherwise specify) be similarly reported.

Failure to notify of an absence or any intended absence (as in this paragraph provided) shall result in disentitlement to sick leave compensation.

- b) Subject as aforesaid, the employee on their return to work, shall deliver to the Golf Professional a certificate of a qualified medical doctor.
- c) Subject as aforesaid, payment of sick leave compensation shall commence (in the case of injury) on the first day of absence from a scheduled shift caused by the injury and (in the case of illness) on the second day of absence from a scheduled shift caused by the illness.
- d) An employee who qualifies for payment of sick leave compensation shall be paid for each scheduled day that they are entitled to such compensation at their regular straight time rate, for the actual number of hours that they would have worked if they had not been absent.
- e) Sick leave compensation shall not in any event be paid on account of an absence caused by injury or illness for which compensation is provided under the laws of Ontario or Canada.

- f) The right to receive sick leave compensation shall not be cumulative from year to year.

Waiver by the Employer on any occasion of one or more of these conditions shall not be deemed to constitute a waiver or estoppel of the Employer's right to insist upon the full rigour of any or all of them as a condition of payment, as the Employer may, in its discretion, from time to time elect.

- 19.02 Full-time employees in the bargaining unit who have completed five (5) years or more continuous service with the Employer, and who work thirty-two (32) hours in each week and who, by reason of illness or injury requiring confinement at home or in hospital are absent from a scheduled work shift shall be entitled to receive in each year of service up to but not in excess of eight (8) scheduled work days with pay as sick leave compensation, provided however that conditions (a) to (g), each inclusive, previously enumerated in this Article shall apply mutatis mutandis to the right of an employee with five (5) years or more of continuous service with the Employer to receive sick leave compensation.
- 19.03 The Employer agrees that full-time employees will be entitled to the Sick Leave Plan, provided these employees work the hours for which they are scheduled whether above or below the thirty-two (32) hour requirement.

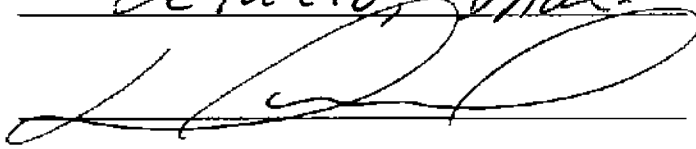
## **ARTICLE 20 - DURATION**

- 20.01 This Agreement shall become effective on the date of ratification and shall thereafter remain in force and effect until June 30, **2027**, and shall continue in force and effect thereafter automatically during annual periods of one year, unless either party notifies the other, in writing, as provided in sub-article 20.02 its desire to negotiate to renew this Agreement with amendments.
- 20.02 Notice that amendment is required shall only be given during a period of not more than three (3) months and not less than one (1) month prior to June 30, **2027**, or of the anniversary dates thereof, thereafter. If notice of desire to bargain to amend this Agreement is given in the manner aforesaid, then the parties shall meet initially for the purpose of exchanging proposals and thereafter to conduct negotiations.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives.

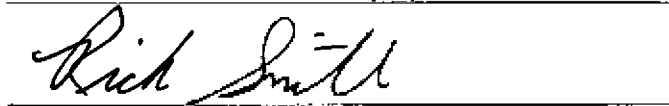
The Employer this 19<sup>th</sup> day of April, 2024

**ROSELAND GOLF & CURLING CLUB LIMITED**

DeLuca, Daniel  


The Union this 23<sup>rd</sup> day of April, 2024

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2945-00**

Smith, Rick  


**SCHEDULE "A"**

**CLASSIFICATIONS AND WAGE RATES**

Occupation	CURRENT	July 1, 2023 2%	July 1, 2024 4%	July 1, 2025 4%	July 1, 2026 4
Pro Shop Cashier	\$17.71	\$18.06	\$18.78	\$19.53	\$20.31
Starter/Ranger	\$15.15 Or Statutory Minimum Wage Oct - \$16.55	\$15.45 till October  \$16.88	\$17.55	\$18.25	\$18.98

**PROBATIONARY RATES:**

Employees on probation may be paid rates that are less than the rates herein above provided for employees possessing seniority in corresponding occupational classifications; provided however that the differential shall not exceed fifty (50) cents per hour in any particular case. **Probationary employees cannot make less than minimum wage.**

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