

# **COLLECTIVE AGREEMENT**

BETWEEN

**KAMLOOPS GOLF AND COUNTRY CLUB**



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL NO 900**



**NOVEMBER 1, 2018 – OCTOBER 31, 2021**

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**AGREEMENT BETWEEN:**

**KAMLOOPS GOLF AND COUNTRY CLUB,**  
(hereinafter called the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900,**  
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**

- a) To maintain the existing harmonious relations and settled conditions of employment between the Kamloops Golf and Country Club (hereinafter called the "Employer") and the Union;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages;
- c) To encourage efficiency in operation;
- d) To promote the morale, well being and security of all the employees in the bargaining unit of the Union;
- e) To secure prompt and equitable disposition of grievances.

**1.02 Employer Terms**

Wherever the term Superintendent, General Manager, or Foreman is used it shall mean the Employer.

**ARTICLE 2 RIGHTS OF MANAGEMENT**

**2.01 Management and Control of the Work Force**

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 Employer's Right to Assign 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 Recognition and Negotiations**

#### **a) Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees covered by Schedule "A" of this Agreement 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.

#### **b) No Other Agreement**

No employee shall be required or permitted to make any written or verbal agreement with the Employer without permission of 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. All beverage/concession cart or concession stand employees shall be members of the bargaining unit.

### **3.03 No 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.

## **ARTICLE 4 NO DISCRIMINATION**

### **4.01 No Discrimination**

There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, age, sex, colour, marital status, national origin, political or religious affiliation, or place of residence, nor by reason of his membership or activity in the Union.

### **4.02 Singular or Masculine**

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 No Harassment**

All personnel have the right to work without personal or sexual harassment. Any complaint alleging personal or sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 2, as outlined in Article 11.03.

## **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 membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of his employment, apply for and maintain his 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, shall have the Employer deduct from his earnings and pay to the Union an amount equal to the current monthly union dues or assessments as established by the Union in accordance with its Constitution and/or By-Laws.

### **6.02 Condition of Employment**

While this Agreement continues to apply to those employees who have signed the checkoff 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 or assessments.



### **6.03 Initiation Fee**

The Employer shall deduct from his 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**

- a) 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 15<sup>th</sup> day of the month following, accompanied by a list of names of all employees from whose wages the deductions have been made. The list shall include in addition to the names of employees, the amount of dues deducted and the number of hours worked.
- b) The Employer shall also provide to the Union a list of all employees (and new employees as they are hired), whether they are full time or part time, the employees' addresses and the date of hire.

## **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 Revised Copies**

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

### **7.03 Acquaint New Employees**

A shop steward of the Union shall be given an opportunity to discuss with each new employee within regular working hours, without loss of pay to either employee, for a maximum of thirty (30) minutes during the first (1<sup>st</sup>) week of employment for the purpose of acquainting the new employee with the term of and conditions of this Agreement.

## **ARTICLE 8 CORRESPONDENCE**

### **8.01 Correspondence**

Correspondence between the Employer and the Union, or between the Employer and an employee, arising out of this Agreement or incidental thereto, shall pass to and from the Kamloops Golf and Country Club President or person holding an equivalent position and the Secretary of the Union as well as the designated shop steward and the National Representative of the Union.

## **ARTICLE 9      LABOUR MANAGEMENT RELATIONS**

### **9.01            Shop Stewards**

i)    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. The Union shall elect up to two (2) shop stewards for the outside employees, and up to two (2) shop stewards for the inside employees. 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.

ii)   Any employee selected to be a shop steward shall not be discriminated against either by the assignment of work or in the assignment of hours.

### **9.02            Labour-Management Relations Committee**

A Labour-Management Relations Committee shall be established to consider items of mutual concern between the two (2) parties. There shall be up to two (2) people appointed from each party to serve on this Committee. The meetings of this Committee shall be held at least once every two (2) months if there are items which either party wishes to discuss. The meetings shall be during working hours and the Union participant shall suffer no loss in pay for attending the meetings.

### **9.03            Collective Bargaining**

Where permission has been granted to any 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. There shall be up to four (4) members from the Union on the Bargaining Committee. If a fourth (4<sup>th</sup>) person is selected to represent the Union, any costs associated with the fourth (4<sup>th</sup>) person shall be the responsibility of the Union.

### **9.04            Representative 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 Union and shall be posted on all bulletin boards. All items shall be posted and removed by elected union officers.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

### **11.01 Permission to Leave Work**

The local representative shall be permitted time off to handle grievances without loss of pay, provided he/she has first sought and obtained permission from his/her immediate supervisor to absent him/herself from their regular duties for that purpose, which permission shall not be unreasonably withheld.

### **11.02 Grievance Defined**

"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 this Article without slowdown or stoppage of work.

### **11.03 Settling of Grievances**

#### **Step 1**

The employee concerned, in person, with his Union Steward in attendance, shall first seek to settle the grievance with the Course Superintendent or designate for outside employees and to the Club Manager or designate for inside employees within thirty (30) 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) calendar days under Step 1, the Union may submit the grievance in writing and present its case to the Human Resources Committee of the Board of Directors and they shall meet with a view to settling the grievance within fourteen (14) days from its submission.

#### **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 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.

### **11.05 Replies in Writing**

Replies to grievances shall be in writing at all stages.

## **11.06 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.

The Parties agree that clear calendar days means midnight to midnight.

## **ARTICLE 12 ARBITRATION**

### **12.01 Board of 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.

In the event that the Union has difficulty selecting a nominee within the prescribed time limit of thirty (30) days, a maximum of fifteen (15) additional days will be permitted.

### **12.02 Fees and Expenses**

Each party shall pay the fees and expenses of their nominee and one half ( $\frac{1}{2}$ ) the fees and expenses of the Chairperson.

### **12.03 Single Arbitrator**

Upon the parties mutually agreeing, a single arbitrator may be appointed.

### **12.04 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.

### **12.05 Arbitration**

Where 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, Vince Ready, Stephen Kelleher, or a substitute agreed to by the parties, shall at the request of either party:

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

## **ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.01 Warnings**

Whenever the Employer deems it necessary to discipline an employee either in oral or written form, then the presence of a Shop Steward is required. All documentation shall be signed by the parties. Copies of all warnings shall be provided to the Union within five (5) days.

### **13.02 Procedure Upon Discharge or Suspension**

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

### **13.03 Picket Line**

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 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 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 former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his 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 Personnel File**

The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Club Manager or designate. To obtain access to his/her personnel file, the said employee will forward the appropriate request in writing to the Club Manager or designate, 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. If there have been no further similar offences, the letters or reports in the employee's file shall be removed after twenty-four (24) months.

## **ARTICLE 14 SENIORITY**

### **14.01 Seniority Defined**

- a) Seniority shall be measured by length of service in the employ of the Employer and be based upon date of hire and, except as provided in Article 14.05, shall operate on an "inside" or "outside" basis.
- b) Seniority shall prevail in the assignment of hours.
- c) Overtime shall be offered to the senior person on shift at the time the overtime is required.
- d) All employees on lay off shall accrue seniority during the time of the lay off for a period of twelve (12) months.

Any such accruals shall have no effect on the probationary period or shorten the eligibility for benefits.

### **14.02 Probationary Employees**

Newly hired employees shall be on probation for three (3) months. During the probationary period employees shall be entitled to all rights and privileges of this Agreement unless otherwise provided, except for discharge. The standard of discharge for probationary employees shall be lack of general suitability for continued 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, including date of hire, as it may be revised from time to time, shall at all times be kept posted on the union designated bulletin boards by May 1<sup>st</sup> of each year. As of May 1, 1996, seniority dates shall be established. All employees shall be given the opportunity to review and approve of these dates.

### **14.04 Loss of Seniority**

- a) Except as provided in Subsection (b), an employee shall not lose his seniority if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) An employee shall lose his seniority in the event:
  - i) He is discharged for proper cause;
  - ii) He resigns;
  - iii) He is absent from work in excess of five (5) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
  - iv) He 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) He is laid off for a period longer than one (1) year.

- c) When an employee loses his seniority, his 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 his right to seniority and other benefits based upon his length of service with the Employer shall be calculated from his date of re-employment.

#### **14.05 Retention of Seniority, Non-Bargaining Unit Positions**

Employees promoted or transferred to a management position shall retain their seniority for three (3) months after which time, the individual shall lose all seniority rights.

#### **14.06 Students**

All "Students" will be considered "employees" insofar as the Employer is concerned. The rate of pay shall be listed in Schedule "A". Students shall not displace any employee.

A student shall be defined as anyone who is attending school, college or university and who intends to return to school. A student may only be hired for the period after the finish of their academic year in the spring to the start date of the subsequent academic year. Students shall accumulate seniority.

Any such accruals shall have no effect on the probationary period or shorten the eligibility for benefits.

### **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 each department, inside and outside, 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 Secretary of the Union and to a shop steward designated by the Union.

#### **15.03 Filling of Vacancies on a Permanent Basis**

Such vacancy or new position shall not be permanently filled until seven (7) calendar days have 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 fifteen (15) days.

#### **15.05 Trial Period**

When a job vacancy or new position is filled on a permanent basis, the employee concerned shall be on trial 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 former job, or shall place him on other work consistent with his qualifications, skill, knowledge and ability to efficiently fulfill the job requirements, in which case the employee shall be paid not less than the rate of pay he was in receipt of when last employed on his 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 where practical and possible.

#### **15.07 While on Vacation or Leave of Absence**

If any employee indicates to his supervisor in writing, prior to going on vacation or leave of absence, his intent to apply for an anticipated job posting, he would be considered 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, ten (10) 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.

Employees who have been laid off shall receive their final pay cheques within forty-eight (48) hours of their last shift.



**16.02 Order of Layoff**

In the event of a layoff, either "inside" or "outside", probationary employees shall be laid off first (1<sup>st</sup>), thereafter, employees shall be laid off in reverse order of seniority or on a voluntary basis, subject to those remaining having the qualifications to perform the available work.

**16.03 Employee Responsibility**

It shall be the responsibility of a laid off employee to keep the Employer informed of his 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 their "inside" or "outside" seniority, provided they are qualified to do the work available.

**16.05 Return to Work**

Such employees shall return to work within five (5) 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 16.05 shall not apply.

**ARTICLE 17 HOURS OF WORK**

**17.01 Working Schedule**

The Employer agrees, in consultation with the Union, to set forth the working schedule for each department. Changes to shift schedules will require one (1) week's notice to the Union. Shift schedules will be offered by seniority as per Article 14.01 (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 Periods**

Employees shall be permitted a paid fifteen (15) minute rest period in the first (1<sup>st</sup>) half (1/2) of the work day and a second (2<sup>nd</sup>) such rest period in the second (2<sup>nd</sup>) half (1/2) of the work day.

**17.06 Reporting For Work**

An employee reporting for work on their regular shift shall be paid their regular rate of pay for all hours worked, with a minimum of two (2) hours' pay if they do not commence work and a minimum of four (4) hours' pay if they do commence work.

**ARTICLE 18 STATUTORY HOLIDAYS FOR PERMANENT FULL TIME EMPLOYEES**

**18.01 Statutory Holidays Listed**

The Employer will observe the following as paid statutory holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter	Remembrance Day
Victoria Day	Christmas 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 Substituted 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 When Holiday Falls on Non-Working Day for an Employee**

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 next annual vacation, or the termination of his employment, whichever first (1<sup>st</sup>) 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 holiday or public holidays mentioned in Article 18.01.

**18.06 Working on a Statutory Holiday**

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

**18.07 Statutory Holiday Pay**

An employee who has worked less than fifteen (15) of the last thirty (30) days before a statutory holiday, shall be entitled to statutory holiday pay as follows:

$$\frac{\text{total wage for thirty (30) day period}}{\text{fifteen (15)}} = \text{statutory holiday pay}$$

A layoff not exceeding seven (7) 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.

**18.10 Floating Holiday**

All employees after two (2) years of service shall be eligible for one (1) floating holiday with pay, to be taken at their discretion. Such a holiday shall not be taken during long weekends nor during any major tournament played at the Club.

Employees shall give one (1) week's notification and the time off shall be by mutual agreement.

The holiday shall be taken by the end of the season and shall not be carried over to another year.

**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 1<sup>st</sup> to December 31<sup>st</sup> of the previous calendar year. Time off shall normally be observed during periods of layoff.

**19.02 Anniversary Date**

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

**19.03 Vacation Pay**

At the employee's option, payment for vacation pay shall be calculated biweekly on each cheque or be paid out at the end of the season or accrued and take vacation when mutually agreeable with the Employer.

**19.04 Vacation Pay Entitlement**

Vacation pay entitlement effective:

One (1) – four (4) years' service	four (4%) percent
Five (5) – ten (10) years' service	six (6%) percent
Eleven (11) – fifteen (15) years' service	eight (8%) percent
Sixteen (16) + years' service	ten (10%) percent

**ARTICLE 20 LEAVE OF ABSENCE**

**20.01 Leave of Absence Without Pay**

The Employer shall consider to grant a 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 Leave for Union and Other Purposes**

An employee who is elected to a full-time position with the Canadian Union of Public Employees or any trade union body with which the Union is affiliated, or who is elected to public office, shall, if he so requests in writing, be granted a leave of absence without pay and without loss of seniority for a period not exceeding one (1) year. Such leave may be renewed by mutual agreement between the parties.

**20.03 Conventions and/or Meetings**

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 without pay will be granted to employees 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.

## 20.04

### **Bereavement Leave**

In the event of a death in the immediate family of an employee, the Employer shall grant him a maximum of four (4) days of absence with pay. Additional leave of absence with pay for travel, may be granted by the Superintendent or Manager. "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.

One half (½) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of his Supervisor.

## 20.05

### **Maternity Leave**

- a) Maternity leave shall be granted in accordance with the Employment Standards Act and the Employment Insurance Act.
- b) Regardless of the date of commencement of the leave of absence taken under (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- c) A request for a shorter period under (b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under (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) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one (1) or more certificates but not exceeding a total of six (6) consecutive weeks.

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

An Employer may require an employee to commence a leave of absence under 20.05 where the duties of the employee cannot reasonably be performed because of the pregnancy 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.

g) **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 her share of the cost of a plan that is paid for jointly by the Employer and the employee.

h) **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, (h) (i).

i) **Prohibition**

- i) The Employer shall not terminate an employee, because 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 is not because of an absence authorized by Article 20.05 or because of an employee's pregnancy, is on the Employer.

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

## **20.06 Jury Duty or Court Witness**

The Employer shall pay to an employee who is required to serve as a juror or court witness the difference between his normal earnings and the payment he received for jury duty or as a court witness, conditional upon the employee presenting to the Employer proof of service and of the amount of payment received by him.

## **20.07 Parental Leave**

Any employee shall be given up to twelve (12) weeks unpaid parental leave without loss of seniority.

# **ARTICLE 21 WAGES, SALARIES AND APPLICABLE PROVISIONS**

## **21.01 Wage and Salary Rates**

All wage and salary rates shall be as set out in Schedule "A" of this Agreement. No other rates shall be paid unless agreed to by the Union.

## **21.02 Promotions and Temporary Assignments**

- a) An employee substituting or promoted to perform a job at a higher classification shall be paid at that rate.
- b) An employee assigned to perform a job at a lower classification shall be paid at the lower rate if the assignment exceeds thirty (30) consecutive working days.
- c) An employee who performs work at two (2) different classifications on an ongoing basis, shall be paid at the rate for the job performed.
- d) In the event an employee is demoted to a lower rated classification, he shall receive the lower rate of pay.

## **21.03 Boot Allowance and Uniforms**

- a) For outside staff only, an annual boot allowance for one hundred (\$100.00) dollars for steel toed, three quarter ( $\frac{3}{4}$ ) ankle work boots.  
New employees do not receive shoe allowance until three (3) month probation period is completed.
- b) The employer may provide and clean suitable uniforms as an assistance to inside employees.

## **21.04 Education**

If the Employer requests higher qualifications of existing employees, all course costs shall be paid by the Employer. Wherever possible the senior employee shall be given the first (1<sup>st</sup>) option to obtain the required qualifications.

## **21.05 Direct Deposits**

All salary and wage payments shall be by direct deposit to a bank or credit union branch of the employee's choice; subject to payroll service approval.

## **21.06 Bookkeeper and Vehicle Use**

Where it is required by the Employer for the bookkeeper to use his/her own vehicle for business purposes, then he/she shall be reimbursed for any increase in vehicle insurance and shall be reimbursed the rate of forty-five (\$0.45) cents per kilometer while on employer business.

## **ARTICLE 22 NEW OR CHANGED CLASSIFICATIONS**

### **22.01 New Classifications**

The Employer may institute new classifications in addition to those listed in Schedule "A".

Prior to implementing any new classifications or any changes to current job classifications, the Employer shall meet with the Union to negotiate the wage rate. 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.

## **ARTICLE 23 BENEFITS**

### **23.01 Health and Welfare Plans**

- a) An employee who after two (2) or more years of completed service as a full time employee or equivalent part time service shall be eligible to enrol in the following Health and Welfare plans at his/her option, subject to carrier approval:
  - i) Medical Services Plan - premium costs to be shared sixty percent (60%) by the Employer and forty percent (40%) by the employee;
  - ii) Life Insurance and Accidental Death and Dismemberment of thirty-five thousand (\$35,000.00) dollars - premium costs to be shared between the employee and the employer;
  - iii) During the winter shutdown period:
    - the first three (3) months the Employer shall pay one hundred (100%) percent of the premiums for all staff currently on benefits.
    - for the balance of the layoff period the premiums shall be paid fifty (50%) percent - fifty (50%) percent with the employee premiums to be paid in the last two (2) months prior to layoff.
    - employees not currently on benefits as of December 10<sup>th</sup>, 2015 shall pay fifty (50%) percent of the premium costs for the period of time they are laid off.



iv) EHC – Vision – eighty (80%) percent (three hundred (\$300) dollars maximum)

Single – sixteen dollars and five cents (\$16.05)/month;  
Family – thirty-three dollars and sixty-five cents (\$33.65)/month

Paramedical – eighty (80%) percent (three hundred (\$300) dollars maximum)

Prescription Drugs – eighty (80%) percent (no limit)

Single – thirty-two dollars and twenty-five cents (\$32.25)/month; Family – seventy-five dollars (\$75)/month

- b) In instances of exceptional absence due to injury or illness employees may seek compensation from the Board of Directors.
- c) Effective at the beginning of the working season in the year 2000, employees may opt to contribute to an RRSP. The Employer shall match employee contributions to a maximum of two point five (2.5%) percent of gross pay.
- d) The level of benefits and any deductible coverage shall only be altered by mutual agreement.

## 23.02

### Dental Plan

The dental plan will be available to employees with two (2) or more years of completed service as a full time employee or the equivalent part time service. Implementation will be April 1, 2006.

The plan shall include:

Plan A - one hundred (100%) percent (two thousand five hundred (\$2,500) dollars maximum)

Plan B - one hundred (100%) percent

Plan C - fifty (50%) percent (Family Only) (Orthodontics – two thousand (\$2,000) dollars maximum)

Maximum - two thousand dollars (\$2,000)/year per person

Sixty (60%) percent of the premiums will be paid by the Employer and forty (40%) percent will be paid by the employee.

Single - fifty-eight dollars and sixty cent (\$58.60)/month

(Employees portion of forty (40%) percent is equal to approximately twenty-three dollars and forty-four cents (\$23.44)/month)

Family - one hundred seventy-four dollars and twenty cents (\$174.20)/month

(Employees portion of forty (40%) percent is equal to approximately sixty-nine dollars and sixty-eight cents (\$69.68)/month)

### **23.03 Option to Enrol**

All employees shall have the option to enrol in these plans if they work a minimum of twenty (20) hours per week on a regular basis for a majority of the season.

## **ARTICLE 24 BULLETIN BOARDS**

### **24.01 Union Notices**

Union notices may be posted on designated bulletin boards.

## **ARTICLE 25 GENERAL CONDITIONS**

### **25.01 General Conditions**

- a) The parties agree that the current practice regarding meals for employees during their work hours will be maintained for the duration of this agreement.
- b) Golf privileges are available to employees during non-prime time hours. There shall also be certain restrictions during prime time.
- c) After eight (8) hours worked, prior to the start of any overtime, a meal shall be provided at no cost to the employee to a maximum of fifteen (\$15.00) dollars as per menu prices. Such a meal to be provided only if the kitchen is open.
- d) An ad hoc committee of one (1) bargaining unit employee from the inside and one (1) bargaining unit employee from the outside will meet with equal numbers representing the employer to mutually agree on a protocol related to CPR training.
- e) Gratuities shall be for line staff only and not for any member of exempt staff.
- f) No link staff shall lose any hours as a result of any tournaments involving any fixed start tee times or shotgun scramble start time, as well as functions involving twenty (20) people or more.

## **ARTICLE 26 SAFETY COMMITTEE**

The Safety Committee shall meet once a month during the season. Minutes of the meetings shall be sent to WorkSafeBC.

**ARTICLE 27 INDEMNIFICATION CLAUSE**

The Employer recognizes that as a general principle, it has an obligation to its employees to indemnify them from damages and costs incurred by them as a result of actions or prosecutions brought against employees acting in the ordinary course of their duties.

**ARTICLE 28 TERM OF AGREEMENT**

This Agreement shall take effect from November 1<sup>st</sup>, 2018 and shall remain in effect until October 31<sup>st</sup>, 2021 and thereafter from year to year unless written notice of intent to terminate or amend the Agreement the expiration of any yearly period is given by either party to the other party in accordance with the provisions of the 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                    day of January, 2020.

**ON BEHALF OF:**  
KAMLOOPS GOLF AND COUNTRY CLUB

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

\_\_\_\_\_  
Alec Hubert,  
General Manager

\_\_\_\_\_  
Harry Nott,  
CUPE National Representative

\_\_\_\_\_  
Mike Webber, Vice President

\_\_\_\_\_  
Corina Flett, Unit Chair Local 900

\_\_\_\_\_  
John Webster, Director

\_\_\_\_\_  
Vernita Rogers, Bargaining Committee

\_\_\_\_\_  
Carmen Sullivan, Local 900 President

## SCHEDULE "A" – WAGE GRID

POSITION	STEP	DEC 1, 2017 - JUNE 30, 2019	JULY 1, 2019 3%	Oct 1, 2019 2%	JUNE 1, 2020	OCT 1, 2021 2%	JUNE 1, 2021
Back Shop	Start	\$11.52	\$13.85		\$14.60		\$15.20
Front Shop	Start	\$13.83	\$13.85		\$14.60		\$15.20
	Season 2/Relative Experience	\$14.48	\$14.91	\$15.21		\$15.51	
	Season 3/Relative Experience	\$15.47	\$15.93	\$16.25		\$16.58	
Grounds	Start	\$12.98	\$13.85		\$14.60		\$15.20
	Season 2/Relative Experience	\$13.83	\$13.85		\$14.60		\$15.20
	Season 3/Relative Experience	\$14.48	\$14.91	\$15.21		\$15.51	
Greens	Start	\$15.47	\$15.93	\$16.25		\$16.58	
	Season 2/Relative Experience	\$16.29	\$16.78	\$17.12		\$17.46	
	Season 3/Relative Experience	\$17.13	\$17.64	\$17.99		\$18.35	
Cook	Start	\$13.83	\$13.85		\$14.60		\$15.20
	Season 2/Relative Experience	\$14.48	\$14.91	\$15.21		\$15.51	
	Season 3/Relative Experience	\$15.47	\$15.93	\$16.25		\$16.58	
Head Chef	Start	\$16.29	\$16.78	\$17.12		\$17.46	
	Season 2/Relative Experience	\$17.13	\$17.64	\$17.99		\$18.35	
Waitress	Start	\$11.52	\$12.70		\$13.95		\$15.20
	Season 2/Relative Experience	\$12.14	\$12.70		\$13.95		\$15.20
	Season 3/Relative Experience	\$12.98	\$13.37	\$13.64	\$13.95		\$15.20
	Season 4/Relative Experience	\$13.83	\$14.24	\$14.52		\$14.81	\$15.20
Bartender	Start	\$13.83	\$13.85		\$14.60		\$15.20
	Season 2/Relative Experience	\$14.48	\$14.91	\$15.21		\$15.51	
	Season 3/Relative Experience	\$15.47	\$15.93	\$16.25		\$16.58	
Bev Cart		\$11.52	\$12.70		\$13.95		\$15.20
Dishwasher		\$11.52	\$13.85		\$14.60		\$15.20
Labourer		\$12.14	\$13.85		\$14.60		\$15.20
Student		\$11.52	\$13.85		\$14.60		\$15.20
Mechanic	Bi-weekly Salary	\$2,040.28	\$2,101.49	\$2,143.52		\$2,186.39	

\*\*\* Schedule "A" Wage Grid – Minimum wages are shown in Red and all others are in black.

### RED CIRCLED EMPLOYEES:

Red circled employees will not receive any wage increase until their wage rates in their classifications equalize. All employees shall receive the bonus portion of the wage formula.

As of November 1, 2014 the following employees are red circled:

#### Pro Shop:

- 1) Andrew Bentley
- 2) Ellice Clement
- 3) Rhyne Ross

#### Bartenders:

- 1) Vernita Rogers
- 2) Corina Flett
- 3) Cindy Thompson

## **SCHEDULE "B"**

### **KAMLOOPS GOLF AND COUNTRY CLUB**

#### **Shift Schedule**

- 1) The parties agree that Kamloops Golf and Country Club employees shall work under a shift schedule. The Employer will draft such schedule and present it to the Union and the employees directly affected. It is agreed that Article 14.01 applies to all employees where scheduling options exist and in the assignment of overtime.
- 2)
  - a) The normal work week for full-time 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) If split shifts are required, they will have the following restrictions:
  - one (1) split per shift
  - minimum two (2) hours between shifts
  - minimum four (4) hours per shift except where Article 17.06 applies
  - all split shifts must be completed in a twelve (12) hour period
  - there shall be a minimum of twelve (12) hours between shifts
  - there shall be only one (1) split shift within a five (5) day period.

Shift schedule to be posted one (1) week in advance for both inside and outside staff.

#### **Overtime, Callouts and Standby**

- 1) All time worked outside the scheduled hours shall be deemed to be overtime.
- 2) Overtime shall be paid at a rate of time-and-one-half (1½x) for the first two (2) hours and all hours in one (1) shift after at double time (2x).
- 3) All time worked on any day of rest of an employee 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 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).

#### **Paid Time-Off in Lieu of Worked Overtime**

Subject to the Employer's operational requirements, employees may consider paid time-off in lieu of worked overtime. Time-off will only be taken upon mutual agreement between the employee and his/her Supervisor, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time-off shall be provided at the same rate as the applicable overtime rates.

**LETTER OF UNDERSTANDING #1**

BETWEEN

KAMLOOPS GOLF AND COUNTRY CLUB

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

**RE: Work of the Bargaining Unit – Article 3.02**

The parties agree that Article 3.02 does not apply in the following circumstances:

- a) where an excluded person "works with tools" provided it does not result in a reduction of hours or layoff or continuation of layoff of bargaining unit employees;
- b) work performed during the winter shutdown period;
- c) new construction and/or development work (The Employer agrees to do as much work in house as economically feasible);
- d) general beautification performed by Club members; and
- e) incidental or emergent work performed by Club members.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this                    day of January, 2020.

**ON BEHALF OF:**  
KAMLOOPS GOLF AND COUNTRY CLUB

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

\_\_\_\_\_  
Alec Hubert,  
General Manager

\_\_\_\_\_  
Harry Nott,  
CUPE National Representative

\_\_\_\_\_  
Mike Webber, Vice President

\_\_\_\_\_  
Corina Flett, Unit Chair Local 900

\_\_\_\_\_  
John Webster, Director

\_\_\_\_\_  
Vernita Rogers, Bargaining Committee

\_\_\_\_\_  
Carmen Sullivan, Local 900 President

**LETTER OF UNDERSTANDING #2**

BETWEEN

KAMLOOPS GOLF AND COUNTRY CLUB

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

**RE: Article 3.03**

In the event the Employer contracts out the food and beverage operation, the contractor will be obliged to hire existing regular staff and be bound by the collective agreement in its entirety.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this            day of January, 2020.

**ON BEHALF OF:**

KAMLOOPS GOLF AND COUNTRY CLUB

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

\_\_\_\_\_  
Alec Hubert,  
General Manager

\_\_\_\_\_  
Harry Nott,  
CUPE National Representative

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Mike Webber, Vice President

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Corina Flett, Unit Chair Local 900

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John Webster, Director

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Vernita Rogers, Bargaining Committee

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Carmen Sullivan, Local 900 President

**LETTER OF UNDERSTANDING #3**

BETWEEN

KAMLOOPS GOLF AND COUNTRY CLUB

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

**RE: Bursary**

The Employer agrees to assist employees in obtaining an education through a bursary, not to exceed five hundred (\$500) dollars per person per year to a maximum of one thousand (\$1,000) dollars per year for all employees.

Upon successful completion of approved educational course(s), employees may submit course fees for reimbursement to a maximum of fifty (50%) percent reimbursement.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this            day of January, 2020.

**ON BEHALF OF:**  
KAMLOOPS GOLF AND COUNTRY CLUB

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

\_\_\_\_\_  
Alec Hubert,  
General Manager

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Harry Nott,  
CUPE National Representative

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Mike Webber, Vice President

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Corina Flett, Unit Chair Local 900

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John Webster, Director

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Vernita Rogers, Bargaining Committee

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Carmen Sullivan, Local 900 President



**LETTER OF UNDERSTANDING #4**

BETWEEN

KAMLOOPS GOLF AND COUNTRY CLUB

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

**RE: Definition of Work Year**

Both parties agree that the normal work year at the Kamloops Golf and Country Club shall be between April 15<sup>th</sup> and October 15<sup>th</sup>.

- 1) The above is subject to weather extremes and can be altered should the weather conditions:
  - i) allow the course to open for full use prior to April 1<sup>st</sup>;
  - ii) force the course to close prior to October 31<sup>st</sup>.
- 2) The parties further agree that the operation of the clubhouse during the Christmas season shall be deemed to be part of the work year.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this \_\_\_\_\_ day of January, 2020.

**ON BEHALF OF:**  
KAMLOOPS GOLF AND COUNTRY CLUB

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

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Alec Hubert,  
General Manager

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John Webster, Director

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Vernita Rogers, Bargaining Committee

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Carmen Sullivan, Local 900 President

**LETTER OF UNDERSTANDING #5**

BETWEEN

KAMLOOPS GOLF AND COUNTRY CLUB

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

**RE: Mechanic Rate**

For the duration of this Collective Agreement, the incumbent holding the Mechanic position shall be paid a salary rather than an hourly rate of pay.

If during this agreement, the Management deems it necessary to revert to an hourly rate, the incumbent and the Union shall receive thirty (30) days' notice of the requested change. A corresponding hourly rate will be established using the wage adjustments in Schedule "A" of this Agreement.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this            day of January, 2020.

**ON BEHALF OF:**  
KAMLOOPS GOLF AND COUNTRY CLUB

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

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Alec Hubert,  
General Manager

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John Webster, Director

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Vernita Rogers, Bargaining Committee

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Carmen Sullivan, Local 900 President

**LETTER OF UNDERSTANDING #6**

BETWEEN

KAMLOOPS GOLF AND COUNTRY CLUB

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

**RE: Executive Chef, Pro Shop Manager and Front House Manager**

The Parties agree to the creation of an Executive Chef and Pro Shop Manager non-union positions. Both positions will require the performance of bargaining unit work.

The Parties agree to meet one (1) year after the creation of the positions for the purpose of evaluating the impacts of performing bargaining unit work on the Union and to determine whether boundaries need to be established as the amount and content of any bargaining unit work performed by the Executive Chef or the Pro Shop Manager.

The Employer agrees to maintain the current bargaining unit staff and number of hours work for the duration of the one (1) year period.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this            day of January, 2020.

**ON BEHALF OF:**  
KAMLOOPS GOLF AND COUNTRY CLUB

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

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John Webster, Director

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Vernita Rogers, Bargaining Committee

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Carmen Sullivan, Local 900 President

**LETTER OF UNDERSTANDING #7**

BETWEEN

KAMLOOPS GOLF AND COUNTRY CLUB

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

**RE: Bartending at Shareholder Events**

The Parties agree that management staff or other qualified members can bartend at private shareholder events, for periods of not more than one (1) hour.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this                    day of January, 2020.

**ON BEHALF OF:**  
KAMLOOPS GOLF AND COUNTRY CLUB

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

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Alec Hubert,  
General Manager

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CUPE National Representative

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John Webster, Director

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Vernita Rogers, Bargaining Committee

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Carmen Sullivan, Local 900 President

**LETTER OF UNDERSTANDING #8**

BETWEEN

KAMLOOPS GOLF AND COUNTRY CLUB

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

**RE: Shoulder Season Clubhouse Shifts**

The Parties agree that when the Clubhouse hours of operation are ten (10) hours or less in the months of March and October senior staff can elect to work shifts longer than eight (8) hours without overtime pay. September hours of operation can act in the same fashion if mutually agreed upon by both parties. These parameters of work will be revisited by both parties upon tracking hours in the fall of 2019.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this                    day of January, 2020.

**ON BEHALF OF:**  
KAMLOOPS GOLF AND COUNTRY CLUB

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

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Vernita Rogers, Bargaining Committee

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Carmen Sullivan, Local 900 President