

COLLECTIVE AGREEMENT

between

Canadian Union of Public Employees

Local No. 358

and

Duncan Meadows Golf Course

January 1, 2016 to December 31, 2019

**CULPE
LOCAL
358**

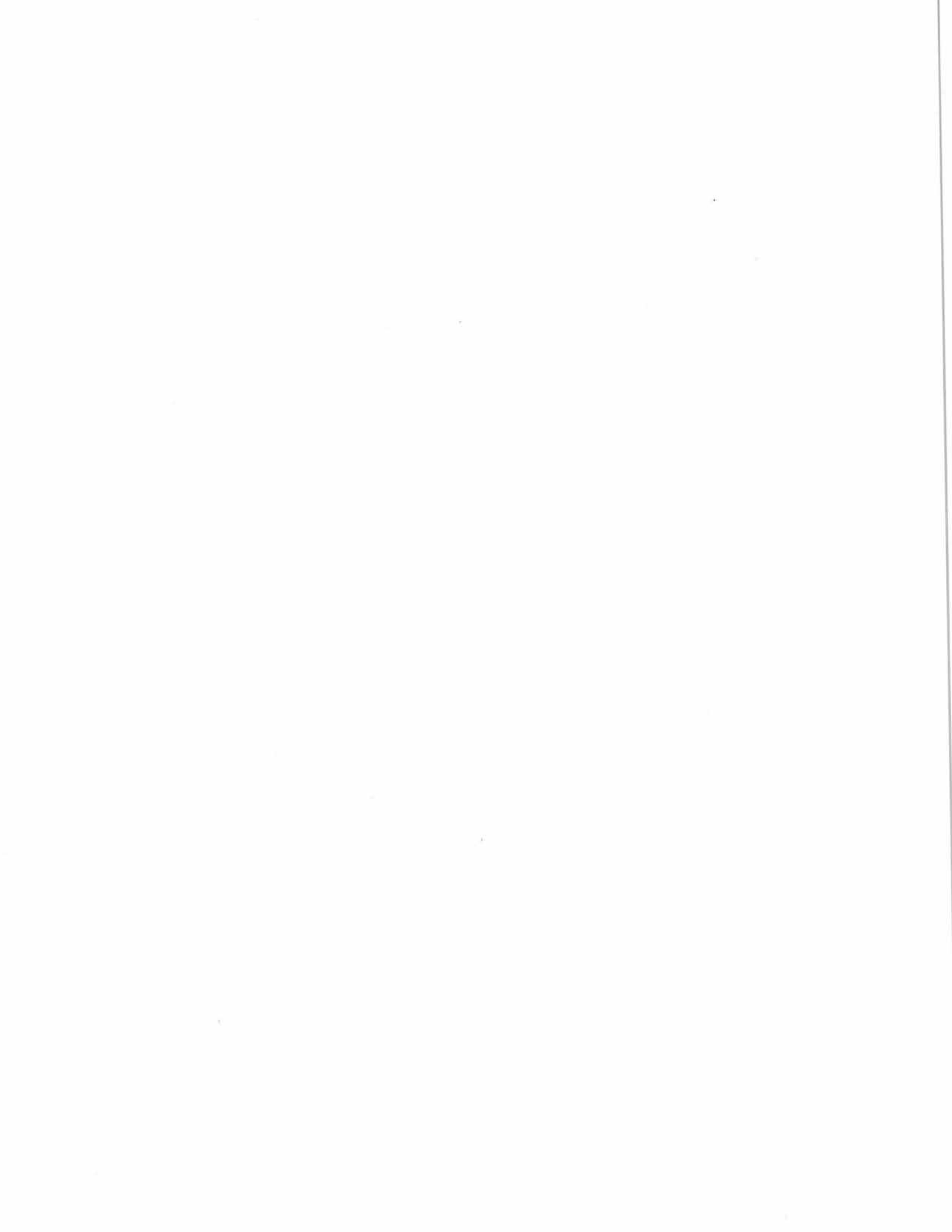


TABLE OF CONTENTS

ARTICLE 1 - UNION RECOGNITION AND MEMBERSHIP..... 1

1.01 UNION RECOGNITION1

1.02 MEMBERSHIP REQUIREMENT1

1.03 MEMBERSHIP CARDS1

ARTICLE 2 - CHECK OFF OF UNION DUES 1

2.01 CHECK-OFF1

2.02 REMITTANCE TO THE UNION1

2.03 DUES RECEIPTS.....1

ARTICLE 3 - MANAGEMENT 2

3.01 MANAGEMENT RIGHTS2

3.02 RULES AND REGULATIONS2

ARTICLE 4 - LABOUR-MANAGEMENT AND BARGAINING RELATIONS 2

4.01 BARGAINING COMMITTEE.....2

4.02 EXCHANGE OF PROPOSALS.....2

4.03 ADDITIONAL UNION REPRESENTATION2

4.04 CORRESPONDENCE.....2

ARTICLE 5 - GRIEVANCE PROCEDURE 3

5.01 SETTLING OF GRIEVANCES.....3

5.02 POLICY GRIEVANCES3

5.03 TIME LIMITS3

ARTICLE 6 – ARBITRATION 3

6.01 SELECTION OF ARBITRATOR.....3

6.02 JURISDICTION OF ARBITRATOR3

6.03 DECISION OF ARBITRATOR4

6.04 EXPENSES OF THE ARBITRATOR4

6.05 TIME LIMITS4

6.06 ARBITRATION BOARD4

ARTICLE 7 - DISCHARGE, SUSPENSION AND DISCIPLINE 4

7.01 DISCHARGE AND DISCIPLINE PROCEDURE.....4

7.02 WARNINGS.....4

7.03 CROSSING OF PICKET LINES DURING STRIKE5

7.04 ACCESS TO PERSONNEL FILE.....5

7.05 PERSONNEL RECORDS.....5

ARTICLE 8 – SENIORITY 5

8.01 SENIORITY DEFINED.....5

8.02 PROBATION FOR NEWLY HIRED EMPLOYEES.....5

a) *Regular Employees*.....5

b) *Seasonal Employees*.....5

8.03 LOSS OF SENIORITY.....6

8.04 NOTICE BY EMPLOYEE ON TERMINATION6

8.05 ACCUMULATION OF SENIORITY6

ARTICLE 9 - PROMOTIONS AND STAFF CHANGES 6

2016-2019 Collective Agreement

9.01	JOB POSTINGS	6
9.02	INFORMATION IN POSTINGS	6
9.03	ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS.....	7
9.04	TRIAL PERIOD.....	7
9.05	NOTIFICATION TO EMPLOYEE AND UNION.....	7
ARTICLE 10 - LAYOFFS AND RECALLS		7
10.01	DEFINITION OF LAYOFF	7
10.02	ROLE OF SENIORITY IN LAYOFFS	7
10.03	RECALL PROCEDURE	8
10.04	NO NEW EMPLOYEES	8
10.05	ADVANCE NOTICE OF LAYOFF.....	8
ARTICLE 11 - HOURS OF WORK.....		8
11.01	HOURS	8
11.02	DEFINITION OF "WEEK"	8
11.03	CHANGE OF SHIFTS.....	8
11.04	REST PERIODS	9
11.05	MINIMUM DAILY PAY.....	9
a)	<i>Reporting Pay</i>	9
b)	<i>Regular Shift</i>	9
11.06	WEEKEND WORK.....	9
ARTICLE 12 - OVERTIME		9
12.01	OVERTIME DEFINED	9
12.02	OVERTIME RATES.....	9
12.03	DISTRIBUTION OF OVERTIME.....	9
ARTICLE 13 - HOLIDAYS.....		10
13.01	PAID HOLIDAYS	10
13.02	WORK ON A STATUTORY HOLIDAY.....	10
13.03	HOLIDAY PAY	10
ARTICLE 14 - VACATIONS		10
14.01	LENGTH OF VACATION	10
14.02	CHOICE OF VACATION DATES	11
14.03	VACATION PAY	11
ARTICLE 15 - SICK LEAVE PROVISIONS.....		11
15.01	SICK LEAVE ENTITLEMENT.....	11
15.02	SICK LEAVE ACCUMULATION	11
15.03	PROOF OF ILLNESS.....	11
ARTICLE 16 - LEAVE OF ABSENCE		11
16.01	UNION LEAVE WITH PAY	11
16.02	UNION LEAVE WITHOUT PAY	12
16.03	BEREAVEMENT LEAVE	12
16.04	JURY DUTY OR COURT WITNESS LEAVE	12
16.05	GENERAL LEAVE	12
16.06	MATERNITY, ADOPTION & PARENTAL LEAVE.....	13
ARTICLE 17 - PAYMENT OF WAGES AND ALLOWANCES		13
17.01	PAY RATES	13

17.02	PESTICIDE APPLICATOR PREMIUM	13
ARTICLE 18 - EMPLOYEE BENEFITS		13
18.01	MEDICAL, GROUP LIFE, A.D. & D., L.T.D. AND EXTENDED HEALTH PLANS.....	13
c)	<i>Qualifications:</i>	14
ARTICLE 19 - HEALTH AND SAFETY		14
19.01	HEALTH AND SAFETY COMMITTEE	14
19.02	HEALTH AND SAFETY - CLOTHING, TOOLS AND EQUIPMENT	14
19.03	HAZARDOUS SUBSTANCES	14
19.04	PESTICIDE CERTIFICATES	14
19.05	PROTECTIVE CLOTHING (PESTICIDE APPLICATION)	14
ARTICLE 20 - TECHNOLOGICAL AND OTHER CHANGES		15
20.01	TECHNOLOGICAL CHANGE	15
ARTICLE 21 - CLOTHING ALLOWANCE		15
21.01	CLOTHING ALLOWANCE - REGULAR EMPLOYEES.....	15
ARTICLE 22 - JOB SECURITY		15
22.01	CONTRACTING OUT.....	15
22.02	WORK OF THE BARGAINING UNIT	15
ARTICLE 23 - GENERAL CONDITIONS		15
23.01	BULLETIN BOARDS	15
23.02	NO ELIMINATION OF PRESENT CLASSIFICATIONS	16
23.03	TRAINING	16
ARTICLE 24 - TERM OF AGREEMENT		16
24.01	DURATION.....	16
24.02	CONTINUATION	16
CLASSIFICATIONS & WAGE RATES		17
JOB DESCRIPTION.....		18
<i>GARDENER</i>		18
<i>Greenskeeper 1</i>		19
<i>Greenskeeper 2</i>		20
<i>Labourer</i>		21
<i>Student</i>		22
LETTER OF AGREEMENT #1		23
RE:	<i>Employee PRIVILEGES</i>	23
LETTER OF AGREEMENT #2		24
RE:	<i>Superintendent</i>	24
LETTER OF AGREEMENT #3		25
RE:	<i>Golf Tournaments</i>	25

ARTICLE 1 - UNION RECOGNITION AND MEMBERSHIP

1.01 Union Recognition

The Company recognizes the Union as the sole bargaining agency for all Employees covered by the terms of this Agreement as referred to in the certification granted in accordance with the *Labour Relations Code*.

1.02 Membership Requirement

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

1.03 Membership Cards

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

ARTICLE 2 - CHECK OFF OF UNION DUES

2.01 Check-off

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

2.02 Remittance to the Union

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

2.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

ARTICLE 3 - MANAGEMENT

3.01 Management Rights

- a) The Management of the Company and the direction of the working force, including the right to plan, direct and control the Company's operations, maintain discipline and efficiency of the employees, to require employees to observe Company rules and regulations, to hire, layoff, or relieve employees from duties, to promote and transfer subject to the provisions of this Agreement, suspend and discharge employees for cause, are to be the sole right and function of the Company.

- b) The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any Employee in the bargaining unit.

3.02 Rules and Regulations

The Company may make rules and regulations governing the work environment and conduct of employees, however, such rules and regulations shall not be inconsistent with the terms of this Agreement. The Company shall provide the Union with a copy of such rules and regulations and any amendments made thereto.

ARTICLE 4 - LABOUR-MANAGEMENT AND BARGAINING RELATIONS

4.01 Bargaining Committee

The Union shall appoint two (2) members to the Bargaining Committee. The two (2) representatives so appointed shall be the Union designates to deal with the Employer on all matters relating to collective bargaining. This Committee shall also comprise the joint consultation committees pursuant to Section 53 of the *BC Labour Code*.

4.02 Exchange of Proposals

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

4.03 Additional Union Representation

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

4.04 Correspondence

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

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 Settling of Grievances

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

Step 1

If the employee(s), Shop Steward and the immediate Supervisor fail to settle the alleged grievance, which shall be submitted in writing within five (5) working days, the matter shall be taken up between the Union and the Employer.

Step 2

If the grievance is not then settled within ten (10) working days either party may request, in writing within forty-five (45) days, that the grievance be submitted to arbitration as outlined in Article 6 of this Agreement.

5.02 Policy Grievances

Either Party may submit a Policy Grievance to the other Party concerning the administration, application, interpretation, or alleged violation of this Agreement. Such Policy Grievance shall be in writing and shall be submitted commencing at the First Step of the Grievance Procedure.

5.03 Time Limits

The Parties agree that the time limits referred to in this Article may be extended by mutual agreement.

ARTICLE 6 – ARBITRATION

6.01 Selection of Arbitrator

Within ten (10) working days of the notice from either Party that a matter has been referred to Arbitration, the Parties shall appoint an Arbitrator to hear the matter in dispute. The appointment of an Arbitrator shall be made by mutual agreement between the Parties.

In the event the Parties are unable to agree on an Arbitrator, either Party may apply to the Minister of Labour (British Columbia) to have an Arbitrator appointed.

6.02 Jurisdiction of Arbitrator

The Arbitrator selected in accordance with this Article shall convene a hearing and shall have the jurisdiction to hear and decide the matter in dispute but shall not have the jurisdiction to modify, alter or amend any term or condition of this Agreement.

6.03 Decision of Arbitrator

The Arbitrator's decision shall be final and binding on all Parties concerned.

6.04 Expenses of the Arbitrator

The Parties shall equally share the expenses and fees of the Arbitrator.

6.05 Time Limits

The Parties agree that the time limits referred to in this Article may be extended by mutual agreement.

6.06 Arbitration Board

- a) It is understood and agreed that either party to this Agreement may advise the other party, in writing, of their requirement to convene an Arbitration Board in place of the Single Arbitrator referred to in this Article. In such case each party will designate their nominee to the Arbitration Board and the two (2) designates shall select a mutually acceptable third party to act as the Chairperson.
- b) All other provisions, pertaining to the arbitration process, shall be as contained in this Article.

ARTICLE 7 - DISCHARGE, SUSPENSION AND DISCIPLINE

7.01 Discharge and Discipline Procedure

- a) An employee may be disciplined but only for just cause. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of a steward or Union representative. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discipline or discharge.
- b) It is recognized that just cause for an employee on initial probation is of a lesser standard.

7.02 Warnings

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

7.03 Crossing of Picket Lines During Strike

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

7.04 Access to Personnel File

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

7.05 Personnel Records

Disciplinary documents will be removed from an employee's personnel file once twenty-four (24) months have elapsed since the discipline was issued and the employee has not continued to exhibit the problem which led to the discipline.

ARTICLE 8 – SENIORITY

8.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the Certification of the Union.

8.02 Probation for Newly Hired Employees

a) Regular Employees

A regular employee is defined as an employee working more than six (6) months in any calendar year.

A newly hired employee shall be on probation for a period of the first three (3) calendar months of **their** employment: Such employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

b) Seasonal Employees

A seasonal employee is defined as an employee working six (6) months or less in any calendar year. The probationary period shall be a total of three (3) months service calculated and accumulated over no more than two (2) seasons. Such employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of hire. A seasonal employee shall have recall rights according to **their** seniority after completion of three (3) months service.

8.03 Loss of Seniority

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

- a) **The employee** is discharged for just cause and is not reinstated.
- b) **The employee** resigns in writing and does not withdraw within two (2) days.
- c) **The employee** fails to return to work within five (5) calendar days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- d) An Employee who is laid off shall retain the right of recall for a one (1) year period commencing from the date of layoff. However, where an Employee is enrolled in an approved educational course, the one (1) year recall period shall commence from the date the educational course commences.

8.04 Notice by Employee on Termination

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

8.05 Accumulation of Seniority

Seniority shall be accumulated on an hourly basis, for all employees. The Employer shall maintain an up-to-date seniority list and shall provide the Union with a copy of the list in June of each year.

ARTICLE 9 - PROMOTIONS AND STAFF CHANGES

9.01 Job Postings

When a vacancy occurs, including seasonal employment, the Employer shall post notice of such vacancy for five (5) calendar days so that all employees will know about the vacancy in order to be given an opportunity to make application for the position.

9.02 Information in Postings

Such notice shall contain the following information:

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

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

9.03 Role of Seniority in Promotions and Transfers

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service. Therefore in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 9.02. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of appointment.

9.04 Trial Period

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

9.05 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

ARTICLE 10 - LAYOFFS AND RECALLS

10.01 Definition of Layoff

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

10.02 Role of Seniority in Layoffs

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

10.03 Recall Procedure

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

10.04 No New Employees

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

10.05 Advance Notice of Layoff

- a) The Employer shall notify regular employees who are to be laid off at least two (2) weeks prior to the effective date of layoff. Seasonal employees shall receive five (5) working days notice of a pending layoff. If the employee has not had the opportunity to work the days as provided in this Article, **they** shall be paid for the days for which work was not made available.
- b) Where an employee has been hired for a specified period of time for a specific project of not more than six (6) weeks duration, in such cases no notice of layoff shall be necessary.
- c) The provisions of this section shall not apply to layoffs occurring as a result of inclement weather or other conditions beyond the control of the Employer.

ARTICLE 11 - HOURS OF WORK

11.01 Hours

- a) The normal working day shall consist of eight (8) hours worked within eight and one-half (8-½) consecutive hours.
- b) The normal working week shall consist of five (5) shifts of eight (8) hours each.
- c) Days off will be consecutive.
- d) The Employer is obligated to maximize hours of work for employees in accordance with their seniority standing. In the event that there is not enough work available for an eight (8) hour shift, the Employer may create a shift of less than eight (8) hours.

11.02 Definition of "Week"

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

11.03 Change of Shifts

Work schedules shall be posted at least fourteen (14) calendar days in advance. In the event that the shift schedule requires a change, the employer shall give affected employees forty-eight (48) hours notice of such change.

11.04 Rest Periods

Employees shall be entitled to two (2) fifteen (15) minute rest breaks during each shift, and one unpaid lunch break of thirty (30) minutes. No employee shall be required to work during designated breaks in shifts.

11.05 Minimum Daily Pay

a) Reporting Pay

An employee that has not been notified not to report for work and reports for work as scheduled, and is sent home because no work is available, shall be paid two (2) hours pay at the regular straight time rate of pay.

b) Regular Shift

If an employee commences work on a regular shift and is sent home, due to a lack of work, the employee shall be paid a minimum of four (4) hours at the employee's regular straight time rate of pay or for work actually performed, whichever is greater.

11.06 Weekend Work

Wherever possible, Saturday and/or Sunday shift schedules shall be assigned to qualified employees with the least seniority, unless senior employees choose to accept the shifts. In the event an employee is required to work on a Saturday and/or Sunday in addition to the employee's weekly shift, the employee shall bank four (4) hours and shall be permitted to leave work as soon as the required work is completed.

ARTICLE 12 - OVERTIME

12.01 Overtime Defined

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

12.02 Overtime Rates

Overtime work shall be paid for at the rate of one and one half (1½) times the regular rate of pay for the first two (2) hours worked and double time thereafter.

12.03 Distribution of Overtime

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

ARTICLE 13 - HOLIDAYS

13.01 Paid Holidays

All employees shall receive the following Holidays without loss of wages or salary and when such Holiday falls on a Saturday or Sunday, the following Monday shall be deemed to be a holiday for the purpose of this Agreement.

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

And any other day proclaimed by the federal, provincial or municipal governments.

13.02 Work on a Statutory Holiday

When an employee is required to work on a Holiday, such employee shall receive, in addition to normal pay for that day, time and one-half (1½) for the first eight (8) hours worked and double time (2 x) for all hours worked thereafter.

13.03 Holiday Pay

Regular employees shall be entitled to the Holidays with pay, as referred to in this Article. Seasonal employees shall be entitled to the Holidays with pay, as referred to in this Article, in accordance with the *Employment Standards Act of the Province of British Columbia*.

ARTICLE 14 – VACATIONS

14.01 Length of Vacation

Annual vacations with pay shall be granted to all employees on the following basis:

- a) Employees with less than twenty-four (24) months service shall receive four percent (4%) of their gross pay.
- b) Employees in their fourth (4th) year of service up to and including nine (9) years of service shall receive six percent (6%) of their gross pay.
- c) Employees in their tenth (10th) year of service up to and including seventeen (17) years of service shall receive eight percent (8%) of their gross pay.
- d) Employees in their eighteenth (18th) year of service and thereafter shall receive ten percent (10%) of their gross pay.
- e) **Effective January 1, 2019, employees in their twenty fifth (25th) year of service shall receive twelve percent (12%) of their gross pay.**

14.02 Choice of Vacation Dates

- a) By June 1st of each calendar year employees shall indicate their preference for vacation periods.
- b) As far as possible, vacations shall be granted at times requested by the employee. In the event of conflict, seniority shall govern.

14.03 Vacation Pay

Employees shall receive vacation pay as follows:

- a) During the season when an employee requests a vacation payout it shall be included in the employee's regular pay cheque.
- b) At the end of the season when an employee requests a vacation payout it will be paid on a separate pay cheque, upon request.

ARTICLE 15 - SICK LEAVE PROVISIONS

15.01 Sick Leave Entitlement

Regular employees **only** shall be entitled to one (1) day sick leave per month at full pay **after completion of six (6) months employment**. Students and **seasonal** employees shall not be entitled to sick leave benefits.

15.02 Sick Leave Accumulation

Each employee shall be credited with the unused portion in each year of **their** sick leave credit, which shall accumulate, to a maximum of seven (7) days.

15.03 Proof of Illness

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

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Union Leave with Pay

No employee shall suffer loss of wages, benefits or seniority when meeting with the Employer for the purposes of negotiations or processing grievances up to the point of arbitration. The parties agree to be flexible about scheduling meetings during and/or after regular working hours.

16.02 Union Leave Without Pay

- a) Upon request to the employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and without loss of benefits. Leave of absence without pay and without loss of benefits shall be allowed employees to attend executive and committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.

- b) An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for union work or conventions, however, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

16.03 Bereavement Leave

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

16.04 Jury Duty or Court Witness Leave

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

16.05 General Leave

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

16.06 Maternity, Adoption & Parental Leave

Employees shall be entitled to maternity, adoption and parental leave as specified under the "*Employment Standards Act, Part 6*" as amended from time to time. The leave provisions of this Act shall be extended by the Employer on receipt of a physician's certificate which indicates that such an extension is for medical reasons.

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

ARTICLE 17 - PAYMENT OF WAGES AND ALLOWANCES

17.01 Pay Rates

The wages to be paid by the Employer to the employees shall be those set forth in Schedule "A" attached hereto and forming part of this agreement. Pay dates shall be the 3rd and the 18th of each month, with cut off being the 15th and the end of the month.

17.02 Pesticide Applicator Premium

An employee shall be paid one dollar and fifty cents (\$1.50) per hour in addition to **their** regular wage for all hours required to apply pesticides.

ARTICLE 18 - EMPLOYEE BENEFITS

18.01 Medical, Group Life, A.D. & D., L.T.D. and Extended Health Plans

The following benefit plans shall be entered into and the costs of premiums shall be paid as noted:

- a) Medical Services Plan of BC premiums shall be paid as follows:
 - one hundred percent (100%) Employer paid for single coverage
 - one hundred percent (100%) Employer paid for family coverage

- b) Group Life Insurance and Accidental Death & Dismemberment - one (1x) times annual earnings.
Long Term Disability 66 2/3% of gross income

Extended Health Benefits Plan - 100% reimbursement

- drug plan
- private/semi private hospital rooms
- vision care (\$300.00 per 24 months)
- hearing aids
- chiropractor, physiotherapy, masseuse

Group Life, AD & D, LTD and Extended Health premiums shall be one hundred percent (100%) Employer paid.

- c) **Qualifications:**
 - (i) Medical Services Plan Must average **thirty-two (32)** hours per week for three (3) consecutive months to qualify.
 - (ii) Group Life, AD & D, LTD, EHB - Must average **thirty-two (32)** hours per week for three (3) consecutive months to qualify.

- d) Employees shall have the option to continue benefits while on layoff providing they **prepay** the Employer cost of the benefits **for** each month during the period of layoff. **Employees with fifteen (15) years of service shall pay fifty percent (50%) of the cost of MSP benefits.**

ARTICLE 19 - HEALTH AND SAFETY

19.01 Health and Safety Committee

A committee shall be established with equal representation from both parties to this agreement and will meet monthly. Any matters referred to this committee that remains unresolved shall be submitted for a ruling by the *Workers' Compensation Board*.

19.02 Health and Safety - Clothing, Tools and Equipment

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment and protective clothing required. These shall be maintained and replaced where necessary at the Employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

19.03 Hazardous Substances

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

19.04 Pesticide Certificates

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

19.05 Protective Clothing (Pesticide Application)

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

ARTICLE 20 - TECHNOLOGICAL AND OTHER CHANGES

20.01 Technological Change

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

ARTICLE 21 - CLOTHING ALLOWANCE

21.01 Clothing Allowance - Regular Employees

Clothing Allowance shall consist of the following items on an annual basis, or replacements as required:

Grounds/Maintenance

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

ARTICLE 22 - JOB SECURITY

22.01 Contracting Out

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

22.02 Work of the Bargaining Unit

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

ARTICLE 23 - GENERAL CONDITIONS

23.01 Bulletin Boards

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

2016-2019 Collective Agreement

23.02 No Elimination of Present Classifications

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

23.03 Training

The employer shall provide ongoing training and/or educational including, but not limited to, pesticide application and first aid, as required by the employer.

ARTICLE 24 - TERM OF AGREEMENT

24.01 Duration

This agreement shall be binding and remain in full force and effect from the 1st day of January 2016 to the 31st day of December 2019 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes, of the Province of British Columbia.

24.02 Continuation

If negotiations extend beyond the anniversary date of the agreement, this agreement shall continue in full force and effect, unless the Union commences a legal strike or the Employer commences a legal lockout, or the parties conclude a renewal or revision of this agreement.

Signed this 8th day of December, 2016 on behalf of:

DUNCAN MEADOWS GOLF COURSE

CUPE LOCAL NO. 358



Ming Hui, General Manager



Ron Salvati, President

CLASSIFICATIONS & WAGE RATES
(Schedule A follows)

Classification	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
Student	\$10.45	\$10.45	\$10.45	\$10.45
Labourer				
Step 1 - first 6 months	\$12.00	\$12.15	\$12.30	\$12.50
Step 2 - after 6 months	\$12.50	\$12.65	\$12.80	\$13.00
Greenskeeper 2				
Step 1 - first 9 months	\$14.10	\$14.25	\$14.45	\$14.70
Step 2 - after 9 months	\$16.15	\$16.25	\$16.45	\$16.70
Greenskeeper 1				
Step 1 - first 12 months	\$16.90	\$17.70	\$18.00	\$18.40
Step 2 - after 12 months	\$20.40	\$20.70	\$21.00	\$21.40
Gardener				
Step 1 - first 6 months	\$13.35	\$13.50	\$13.70	\$13.90
Step 2 - after 6 months	\$14.85	\$15.00	\$15.20	\$15.40

The Employer shall reclassify Wayne Hui to a Greenskeeper 1, July 1, 2016.

SCHEDULE "A"

Job Description
GARDENER

NATURE AND SCOPE OF WORK:

Under the general supervision of the Superintendent, carries out assigned duties, following established procedures and policies.

RESPONSIBILITIES:

- Weeding, hand irrigating, raking, shoveling and cleaning up the gardens.
- Operate all equipment and machinery involved in garden maintenance.
- Understand and carry out proper pruning techniques.
- Apply fertilizer and pesticide in the gardens as required.
- Plot and plan new and existing gardens and carry out proper planting techniques.
- Work within a budget and order all materials required to construct and maintain gardens.
- Provide manual labour when required, including course maintenance.
- Keep clean work areas, along with equipment and tools.
- Report promptly to the Mechanic/Superintendent any mechanical failure or body damage to vehicle, equipment or tools.
- Perform duties in compliance with safety regulations.
- Carry out other related duties.

JOB REQUIREMENTS

- Possess a valid BC Drivers Licence.
- Physical ability to perform all related duties in a variety of working conditions
- Possess a diploma in horticulture or related field, or a minimum of (24) months experience in garden maintenance.
- Experience in design and planting new gardens.
- Ability to perform minor irrigation repairs and set-up.

SCHEDULE "A"

Job Description
GREENSKEEPER 1

NATURE AND SCOPE OF WORK:

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

RESPONSIBILITIES:

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

JOB REQUIREMENTS

- Possess a valid BC Drivers Licence.
- Possess a valid BC Pesticide Applicators Certificate.
- Must have practical knowledge of reels including: maintenance, adjustments and backlapping.
- Twenty-four (24) months experience in all phases of course maintenance.
- Ability to operate all machinery competently.
- Experience in pesticide, seed and fertilizer applications.
- Ability to perform irrigation repairs, installation and setup.
- Participating knowledge of the game of golf.
- Physical ability to perform all related duties in a variety of working conditions.

SCHEDULE "A"

Job Description
GREENSKEEPER 2

NATURE AND SCOPE OF WORK:

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

RESPONSIBILITIES:

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

JOB REQUIREMENTS

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

SCHEDULE "A"

Job Description
LABOURER

NATURE AND SCOPE OF WORK:

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

RESPONSIBILITIES:

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

JOB REQUIREMENTS

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

SCHEDULE "A"

Job Description
STUDENT

NATURE AND SCOPE OF WORK:

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

RESPONSIBILITIES:

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

JOB REQUIREMENTS

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

LETTER OF AGREEMENT #1
between
DUNCAN MEADOWS GOLF COURSE
and
CUPE LOCAL 358

RE: EMPLOYEE PRIVILEGES

This letter confirms the agreement with the Employer to continue the following privileges enjoyed by the employees covered by the terms of the Collective Agreement.

1. Golf Privileges
The employees shall continue to receive free golf privileges during non peak times, provided there are no paying customers and the tee is available at the time of tee off. **Employee's spouses shall be charged ten dollars (\$10.00) for nine (9) or eighteen (18) holes. Employee's children shall be free up to age eighteen (18) years.**
2. Golf Carts
The employees shall be entitled to free (pull) golf carts, or the employees may request power carts at half price. Power carts shall only be made available to employees provided there are sufficient such carts to meet the demands of the business at the time of tee off. **Employees with fifteen (15) years of service pay no fee for nine (9) holes and ten dollars (\$10.00) for eighteen (18) holes.**
3. Practice Tee
The employees shall be entitled to use the practice tee and practice golf balls during non peak times and shall be provided a discount card (50%) for such privilege.
4. Golf Balls
Golf balls found by employees during the course of performing their normal duties may be retained by the employees.
5. Pop Cans
Pop cans or other refundable containers collected on the golf course during the course of performing their normal duties may be retained by the employees and the refund for such cans or containers shall be used by the employees to fund social activities.

It is understood and agreed that the above golf privileges are granted on the basis that employees show proper golf etiquette and respect for paying customers using the golf facilities.

Signed this 8th day of December, 2016 on behalf of:

DUNCAN MEADOWS GOLF COURSE

CUPE LOCAL 358


Ming Hui, General Manager


Ron Salvati, President