

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE OSOYOOS GOLF CLUB**



**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO 608**



**January 1, 2023 – December 31, 2025**

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**AGREEMENT BETWEEN:  
THE OSOYOOS GOLF CLUB  
(hereinafter called the "Employer")**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 608  
(hereinafter called the "Union")**

**ARTICLE 1 PREAMBLE**

**1.01 Preamble**

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

**ARTICLE 2 RIGHTS OF MANAGEMENT**

**2.01 Management Rights**

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

**2.02 Assigning of Work**

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

**ARTICLE 3 UNION RECOGNITION AND BARGAINING UNIT**

**3.01 Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees covered by 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.

### **3.02 Work of the Bargaining Unit**

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

### **3.03 Contracting Out**

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

### **3.04 Application**

- a) Employees whose jobs are not covered by Schedule "A" of this Agreement are hereby excluded from the terms and conditions of this Agreement.
- b) If, upon application to the BC 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 BC Labour Relations Board 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, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, nor by place of residence, nor by reason of their membership or activity in the Union.

Subsection (1) does not apply

- a) as it relates to age, to a bona fide scheme based on seniority, or
- b) as it relates to marital status, physical or mental disability, sex or age, to the operation of a bona fide retirement, superannuation or pension plan or to a bona fide group or employee insurance plan.

### **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 Environment Free from All Harassment**

The Employer and the Union recognize the right of employees to work in an environment free from all harassment and agree to cooperate in attempting to resolve in a confidential manner any complaints of harassment which may arise in the workplace. Any grievance procedure will commence at Step 2 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 their membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of their employment, apply for and maintain membership in the Union as a condition of their employment.

**ARTICLE 6 CHECKOFF OF UNION DUES**

**6.01 Checkoff**

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

**6.02 Condition of Continued Employment**

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

**6.03 Initiation Fee**

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

**6.04 Deductions**

Deductions shall be made from the payroll on a bi-weekly basis and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (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. Upon request from the Union, the Employer will supply contact information of all employees from whose wages the foregoing deductions have been made.

**ARTICLE 7 EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

**7.01 New Employees**

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

**7.02 Copies of the Collective Agreement**

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

**ARTICLE 8 CORRESPONDENCE**

**8.01 Correspondence Between the Employer and the Union**

Correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall pass to and from the Osoyoos Golf Club President or assigned designate and the CUPE Local 608 Unit Chairperson with a copy to the Secretary of the Union.

**ARTICLE 9 LABOUR MANAGEMENT RELATIONS**

**9.01 Representation**

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

**9.02 Labour Management Relations Committee**

A Labour-Management Relations Committee shall be appointed and consist of not more than one (1) representative of the Employer, as appointee of the Employer, and not more than one (1) member of the Union, as appointee of the Union.

**9.03 Function of Labour-Management Relations Committee**

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

**9.04 Meetings of Committee**

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

**9.05 Time Off for Meetings**

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

**9.06 Collective Bargaining**

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

**9.07 Representatives of Canadian Union of Public Employees**

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

**ARTICLE 10 RULES AND REGULATIONS**

**10.01 Copies to be Posted**

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

**ARTICLE 11 GRIEVANCE PROCEDURE**

**11.01 Permission to Leave Work**

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

**11.02 Definition of Grievance**

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

### **11.03 Settling of Grievances**

Step 1 - The employee concerned, in person, with their Union Steward in attendance, shall first seek to settle the grievance with the immediate foreman or person holding an equivalent position, within forty-five (45) days from the time the grievance became known to the grievor or the Union in the case of a policy grievance.

Step 2 - If a satisfactory settlement is not reached within seven (7) days under Step 1, the Grievance Committee may submit the grievance in writing to the Board of Directors and the Board shall meet or direct a Committee of the Board to meet with the Grievance Committee with a view to settling the grievance.

Step 3 - If a satisfactory settlement is not reached within seven (7) days after the grievance was submitted under Step 2, the Union may refer the grievance to a Board of Arbitration as set out in Article 12.

### **11.04 Proceeding to 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.

### **11.05 Policy Grievance**

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

### **11.06 Replies in Writing**

Replies to grievances shall be in writing at all stages following Step 1.

### **11.07 Employee May Discuss Their Own Personal Problem**

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

## **ARTICLE 12    ARBITRATION**

### **12.01        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, a recognized Arbitrator from the Arbitrator Association of British Columbia, 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 final and binding 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.

### **12.02        Fees and Expenses**

Each party shall pay the fees and expenses of their legal counsel and one half (½) the fees and expenses of the Arbitrator.

### **12.03        Witnesses**

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

### **12.04        Amending of Time Limits**

Time limits mentioned in Articles 11 and 12 refer to clear calendar days and may be extended by mutual agreement of the parties in writing.

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

### **13.01        Warnings**

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

**13.02 Procedure Upon Discharge or Suspension**

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

**13.03 Picket Lines**

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 Written Notice of Discharge or Suspension**

When an employee is discharged or suspended they 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 they have 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 their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their 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 Administrator. To obtain access to their personnel file, the said employee will forward the appropriate request in writing to the Administrator, who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become part of the file.

**ARTICLE 14 SENIORITY**

**14.01 Seniority Defined**

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

**14.02 Probationary Employees**

New employees shall be considered to be probationary employees until they have been continuously employed for 90 calendar days, and during such

probationary period they shall not be entitled to seniority. At the end of such probationary period, an employee shall be entered on the appropriate seniority list as of their original date of employment.

#### **14.03**

##### **Seniority Lists**

- a) The Employer shall prepare and keep up to date a seniority list of all employees who have qualified for seniority, and a copy of such list, as it may be revised from time to time, shall at all times be kept posted on the bulletin boards.
- b) In the future, when two (2) or more employees have the same seniority date, the order on the list will be determined by using the following sequence:
  - 1) The employee who started work first (1<sup>st</sup>) on that date.
  - 2) The employee who was hired first (1<sup>st</sup>).
  - 3) If the above does not produce a determination then the affected employees will "draw straws" to determine same with the shortest straw determining the "senior" employee of those drawing.

#### **14.04**

##### **Loss of Seniority**

- a) Except as provided in Subsection (b), an employee shall not lose seniority if they are 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 the employee:
  - i) is discharged for proper cause;
  - ii) resigns;
  - iii) 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) fails to return to work following a layoff, within the period prescribed in Article 16.05, unless unable to do so because of sickness, or other cause acceptable to the Employer;
  - v) is laid off for a period longer than one (1) year.

When an employee loses seniority, their 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 their 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 supervisory or other positions not subject to this Agreement shall thereafter retain their seniority standing and, if subsequently demoted or transferred to a job in the bargaining unit, the time

spent in the supervisory or other position shall be added to such standing.

**14.06 Grant Workers**

All "Grant Workers" will be considered "employees" insofar as the Employer is concerned. The rate of pay and benefits will be negotiated between the Employer and the Union.

**ARTICLE 15 PROMOTIONS AND TRANSFERS**

**15.01 Seniority to Apply**

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

**15.02 Job Posting**

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

**15.03 Vacancy or New Position Permanently Filled**

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

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

**15.04 Filling of Vacancies on a Temporary Basis**

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

**15.05 Employee to be on Trial Period**

When a job vacancy or new position is filled on a permanent basis, the employee concerned shall be on trial period for three (3) months. At the conclusion of such three (3) month trial period (or sooner if it should become apparent that the employee cannot successfully complete the trial period), the Employer shall review the service of the employee whilst on the job. If 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 their former job, or shall place them on other work consistent with their qualifications, skill, knowledge and ability to efficiently fulfil the job requirements, in which case the employee shall be paid not less than the rate



of pay they were in receipt of when last employed on their former job. If such service has proven satisfactory the Employer shall confirm the employee in the job.

**15.06 Duty to Accommodate**

In instances where an employee is partially disabled through sickness or accident the parties agree to discuss alternative employment placement in accordance with the BC Human Rights Code.

**15.07 Applying for Posting While on Vacation**

If any employee indicates to their supervisor in writing, prior to going on vacation or leave of absence, their intent to apply for an anticipated job posting, they 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, five (5) working days before layoff is to be effective. The provisions of this clause shall not apply because of a temporary suspension of work due to inclement weather or emergency conditions beyond the control of the Employer.

**16.02 Order of Layoffs**

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

**16.03 Responsibility of Laid Off Employee**

It shall be the responsibility of a laid off employee to keep the Employer informed of their contact information.

**16.04 Recalls**

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

**16.07 Demotions When Work Force is to be Reduced**

Should it become necessary to reduce the work force, an employee who is not on the basic staff establishment of the Employer may be demoted to a lower rated classification. If the employee so requests, they shall be entitled to take a layoff instead of a demotion.

**ARTICLE 17 HOURS OF WORK**

**17.01 Hours of Work**

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

**17.02 Overtime**

Overtime shall be as per Schedule "B".

**17.03 Call Outs**

Call outs shall be as per Schedule "B".

**17.04 Standby**

Standby shall be as per Schedule "B".

**17.05 Rest Periods**

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

Employees shall be provided a one-half (1/2) hour unpaid lunch period, half way through 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**

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	Boxing Day
National Day of Truth and Reconciliation	

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 Day of Observance**

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 or immediately following the holiday shall be observed in lieu of the said holiday.

**18.04 When Holiday is Observed on a Non-Working Day**

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

**18.05 Payment for Statutory Holidays**

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

**18.06 Working on a Statutory or Public Holiday**

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

**18.07 Payment for Statutory or Public Holiday**

No employee shall receive holiday pay for a statutory or public holiday unless they have been continuously employed for a period of fifteen (15) calendar days immediately preceding the holiday. A layoff not exceeding five (5) calendar days shall not be deemed to be a break in service for the purpose of this section.

**18.08 Holiday Occurring During Annual Vacation**

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

**18.09 No Statutory Holiday Pay 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 Religious Services for Good Friday and Easter**

The Employer recognizes Good Friday and Easter may be a significant religious holiday(s) for a number of our current and future employees. The Employer agrees that employees who wish to attend religious services and indicate same to the Superintendent will not be scheduled for more than four (4) hours work on those days.

**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.

**19.02 Vacation Time Off**

- a) Time off shall normally be observed during periods of layoff.
- b) Vacation time off shall only be taken by mutual agreement and subject to the Employer's operational requirements. Otherwise, employees are encouraged to take vacation during the off season.

Twelve (12) month employees shall be entitled to take vacation time off with pay at the rate set out herein.

- c) Vacation pay for seasonal employees shall be calculated and paid biweekly on each pay cheque.

**19.03 New Employees**

Effective the first (1<sup>st</sup>) of the calendar year, following the year a permanent full time employee enters service with the Employer, they shall be entitled to annual vacation pay calculated at four percent (4%).

**19.04 Anniversary Date**

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

**19.05 Employee With One (1) Year Of Service**

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

**19.06 Employee With Four (4) Years Of Service**

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

**19.07 Employee With Ten (10) Years Of Service**

An employee who has completed ten (10) years of service but less than fifteen (15) shall be entitled to vacation pay of eight percent (8%).

**19.08 Employee With Fifteen (15) Years Of Service**

An employee who has completed fifteen (15) years of service but less than twenty-five (25) shall be entitled to vacation pay of ten percent (10%).

**19.09 Employee With Twenty-Five (25) Years of Service**

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

**ARTICLE 20 LEAVE OF ABSENCE**

**20.01 Leave of Absence Without Pay**

The Employer shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient reason, provided the employee's request is in writing. The granting of such leave shall be subject to the Employer's approval. Such leave shall not be unreasonably withheld.

**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 they so request in writing, be granted 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 Leave for Conventions**

In addition to the leaves allowed under Article 20.02, at the request of the Union, and by mutual agreement between the parties, leave of absence with pay subject to reimbursement by the Union will be granted to 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 them a maximum of three (3) days of absence with pay. Additional leave of absence with pay for travel time, may be granted by the Superintendent. "Immediate family" shall mean: spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, step-parents, step-children, foster children and foster parents.

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

One 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 their Supervisor.

## **20.05**

### **Maternity Leave**

- a) An employee, on their written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.
- 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 they intend 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 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 they are able to perform their 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 their 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, or
  - change a condition of employment of an employee without the employee's written consent

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, or
  - a change in a condition of employment of the employee without the employee's written consent

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

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

## **20.06 Parental Leave**

A birth mother who has taken pregnancy leave is entitled to up to thirty-five (35) consecutive weeks of unpaid leave. A birth mother who has not taken pregnancy leave is entitled to take up to thirty-seven (37) weeks of unpaid leave.

A birth father or an adopting parent is entitled to up to thirty-seven (37) consecutive weeks of unpaid leave. This leave may be extended by up to five (5) weeks if the child requires an additional period of parental care.

Birth parents must give their employer at least four (4) weeks written notice of their intention to take parental leave.

## **20.07 Maternity and Parental Leave Legislation**

Where there is a conflict between Articles 20.05 and 20.06, BC Employment Standards legislation shall supersede.

## **20.08 Jury Duty or Court Witness**

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

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

## **21.01 Wage and Salary Rates**

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

## **21.02 Promotions and Temporary Assignments**

- a) Subject to the provisions of Subsection (b), in the event an employee is promoted or temporarily assigned to a higher rated classification, they shall receive the higher rate of pay.
- b) In the event an employee is temporarily assigned to a lower rated classification, they shall continue to receive their regular rate of pay.
- c) In the event an employee is demoted to a lower rated classification, they



shall receive the lower rate of pay.

**21.03 More Favourable Rate**

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

**21.04 No Pyramiding**

There shall be no pyramiding of overtime and premium rates of compensation. When two (2) or more types of overtime and/or premium (excluding the premium for dirty work) apply to the same hours of work only the higher rate shall be paid.

**21.05 Work Wear/Safety Apparel**

Whenever necessary the Employer shall provide employees with hard hats, work gloves, hearing protection, eye protection and any other Personal Protective Equipment (PPE) pertaining to their assigned duties. This shall include insulated coveralls for employees regularly employed during the months of November and February, no more than once every 5 seasons.

The Employer will provide reimbursement upon presentation of paid receipt(s) for work wear and personal safety gear to a maximum of two hundred dollars (\$200) per calendar year. This amount may be carried forward into one subsequent calendar year.

The Employer will provide reimbursement upon presentation of paid receipt(s) for approved rubber boots for the employee with the Groundskeeper/Irrigation to a maximum of two hundred and fifty (\$250) dollars per calendar year.

These amounts will be paid within two (2) weeks after submission of receipts.

**21.06 Insure Mechanic's Personal Tools**

The Employer agrees to insure at their listed value the Mechanic's personal tools as present on the work site.

**ARTICLE 22 NEW OR CHANGED CLASSIFICATIONS**

**22.01 New Classifications**

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

retroactive to the date the new classification was instituted by the Employer.

**22.02 Changed Classification**

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

**22.03 Abandonment**

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

**22.04 Extension of Time Limits**

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

**ARTICLE 23 BULLETIN BOARDS**

**23.01 Union Notices**

Union notices may be posted on designated bulletin boards.

**ARTICLE 24 SICK LEAVE**

**24.01 Sick Leave**

Employees are entitled to a maximum of five (5) days of paid leave and three (3) days of unpaid leave per year for personal illness or injury. The paid sick leave entitlement applies to all employees, including part-time. The Employer may request the employee provide reasonably sufficient proof of illness. Employees must have worked with the Employer for at least 90 days to be eligible for the paid sick days (adopted from the Employment Standards Act (ESA) of BC, 2022)

**ARTICLE 25 BENEFITS**

**25.01 Health & Welfare Plans**

All seniority employees will be enrolled in the following Health & Welfare Plans

and must be employed on a permanent, and seasonal or non-seasonal basis for at least twenty (20) hours (average) each week to join the plan.

A seasonal employee is an employee who has worked at least six (6) full months over the last twelve (12) month period. The employee must not have been absent from work for more than six (6) months due to a seasonal layoff or closure. Each season if possible the Employer will endeavour to provide at least six (6) months employment with at least twenty (20) hours per week for employees who have been employed for one (1) season or more.

- a) Plan "A" - Dental Plan – one hundred percent (100%) Basic Coverage
- b) Group Life Insurance with Accidental Death and Dismemberment – two times (2x) annual salary.
- c) Long Term Disability Plan that will provide approximately two thirds (2/3's) of monthly earnings after a one hundred and twenty (120) day waiting period. Benefit period to age sixty-five (65).
- d) Premiums for Dental, Group Life Insurance and Accidental Death & Dismemberment, the Employer will pay seventy-five (75%) percent and the employee twenty-five (25%) percent of premiums.
- e) Medical Services Plan: one hundred (100%) Employer paid.
- f) Extended Health Care Benefits:

In addition to current Extended Health Care Benefits the Plan will provide for vision care up to three hundred and fifty (\$350.00) dollars each twenty-four (24) months toward the purchase of eyeglasses. In addition, the Plan will provide for one (1) eye examination in each twenty-four (24) month period.

Premiums: The Employer will pay seventy-five (75%) percent and the employee twenty-five (25%) percent of premiums.

## **25.02 Change of Benefit Carrier**

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

## **25.03 Payment During Winter Shutdown**

The Employer agrees to pay seventy-five (75%) percent of the premium costs of all benefits, as noted on Article 25.01, for the winter shutdown period.

Employees shall have the option of prepaying the employee share of benefits for the winter shutdown period, through equal deductions from each pay period during the working season to alleviate a large payment upon their return to work in the following season.

## **ARTICLE 26 PENSION PLAN**

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

### **26.01 Definitions**

"Plan" means a retirement vehicle as determined by the Union.

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

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

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

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

### **26.02 Employee/Employer Contributions**

Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to three percent (3%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to three percent (3%) of Applicable Wages to the Plan.

### **26.03 Contribution Remittances**

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

### **26.04 Current Pension Legislation**

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

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

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

## 26.05

### **Provide to the Administrator of the Plan**

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

For further specificity, the items required for each eligible Employee by Article 26.05 of the agreement include:

- i) To Be Provided Once Only At Plan Commencement
  - Date of Hire
  - Date of Birth
  - Date of First Contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
  - Gender
- ii) To Be Provided With Each Remittance
  - Name
  - Social Insurance Number
  - Monthly Remittance
  - Pensionable Earnings
  - Year to Date Contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) To Be Provided Initially and As Status Changes
  - Full Address
  - Termination Date Where Applicable (MM/DD/YY)
  - Marital Status

## 26.06

### **Participation Agreement**

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

**ARTICLE 27 HEALTH AND SAFETY COMMITTEE**

**27.01 Health and Safety Committee**

The Union and Employer shall have a health and safety committee with equal member representation to meet regularly to review and address all health and safety concerns of the golf course and its facilities.

**ARTICLE 28 STAFF GOLFING PRIVILEGES**

**28.01 Staff Golfing Privileges**

Staff members will be entitled to complimentary golf privileges that will be limited to times outside the prime time (between 7 a.m. to 11) a.m.) as per Osoyoos Golf Club Staff Benefit Policy.

**ARTICLE 29 TERM OF AGREEMENT**

**29.01 Term of Agreement**

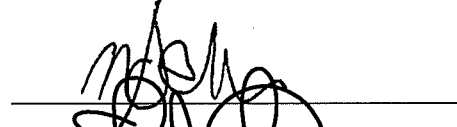
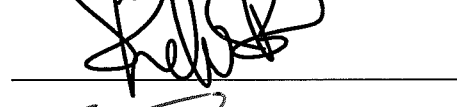
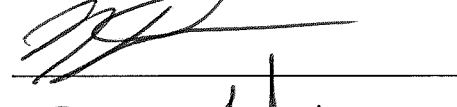
This Agreement shall take effect from January 1, 2023 and shall remain in effect until December 31, 2025, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either party to the other party in accordance with the provisions of the 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 20<sup>th</sup> day of June, 2023.

**ON BEHALF OF:**  
OSOYOOS GOLF CLUB

  
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**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 608

  
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\_\_\_\_\_  
B. Campbell  
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**SCHEDULE "A"**  
**PAY GRID**

<b>CLASSIFICATION</b>	<b>CURRENT RATE</b>	<b>JAN 1, 2023 Increase</b>	<b>JAN 1, 2024 Increase</b>	<b>JAN 1, 2025 Increase</b>
		<b>4.49%</b>	<b>3.50%</b>	<b>2.50%</b>
<b>Groundskeeper / Mechanic</b>	<b>\$28.61</b>	<b>\$30.90</b>	<b>\$31.98</b>	<b>\$32.78</b>
<b>Groundskeeper/Irrigation</b>	<b>\$25.43</b>	<b>\$26.57</b>	<b>\$27.50</b>	<b>\$28.19</b>
<b>Groundskeeper III</b>	<b>\$24.03</b>	<b>\$25.11</b>	<b>\$25.99</b>	<b>\$26.64</b>
<b>Groundskeeper II</b>	<b>\$21.12</b>	<b>\$22.07</b>	<b>\$22.84</b>	<b>\$23.41</b>
<b>Groundskeeper I</b>	<b>\$17.89</b>	<b>\$20.00</b>	<b>\$20.70</b>	<b>\$21.22</b>
<b>Gardener II</b>	<b>\$24.03</b>	<b>\$25.11</b>	<b>\$25.99</b>	<b>\$26.64</b>
<b>Gardener I</b>	<b>\$21.12</b>	<b>\$22.07</b>	<b>\$22.84</b>	<b>\$23.41</b>
<b>Labourer</b>	<b>\$16.20</b>			
		<b>Rate at time of Transfer</b>	<b>Rate at time of Transfer</b>	<b>Rate at time of Transfer</b>
<b>Part time II (Transfer)</b>				
<b>Part Time I (New Hire)</b>		<b>\$19.00</b>	<b>\$19.67</b>	<b>\$20.16</b>
<b>Student – (BC Minimum wage plus \$1.00 per hour)</b>	<b>\$15.65</b>	<b>\$16.65</b>	<b>TBD</b>	<b>TBD</b>

- \* The Groundskeeper/Mechanic will receive an annual Tool Allowance of three hundred (\$300.00) per year.
- \*\* When a new employee is hired for a Groundskeeper position, that employee shall receive eighty percent (80%) of their classification rate of pay during their probationary period.  
(NOTE: This only applies where a new employee is hired into a Groundskeeper I, II or III position-
- \*\*\* A person designated by the Superintendent to perform Leadhand or golf cart maintenance duties shall, in addition to their regular rate, be paid one dollar and twenty-five cents (\$1.25) per hour.



## **PROGRESSION THROUGH POSITIONS**

It is agreed that all employees on staff who are not at maximum rate (Groundskeeper Positions) will continue to move through the wage progression after completing the required seasons of employment within their classification as stated below commencing at the start date of the following season, providing a position is available (NOTE).

Gardener I will progress to Gardener II in their sixth (6<sup>th</sup>) season of employment.

Groundskeeper III's will be ten (10) positions

Groundskeeper II's will be eight (8) positions

Groundskeeper I's will be unlimited

Part-time will be a maximum of four (4) positions

Student will be maximum two (2) positions.

Gardener I will progress to Gardener II in their sixth (6<sup>th</sup>) season of employment.

(NOTE):        Groundskeeper III     - for their 6<sup>th</sup> and subsequent seasons  
                  Groundskeeper II     - for their 3<sup>rd</sup>, 4<sup>th</sup>, & 5<sup>th</sup> seasons  
                  Groundskeeper I        - for their 1<sup>st</sup> and 2<sup>nd</sup> seasons

\*        For the purpose of this part, a "season" is defined as any period of five (5) or more months' employment in the previous year, consecutive or otherwise.

**SCHEDULE "B"**  
**OSOYOOS GOLF CLUB**

**SHIFT SCHEDULE**

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

**OVERTIME, CALLOUTS AND STANDBY**

- 1) All time worked outside the scheduled hours, shall be deemed to be overtime.
- 2) Overtime shall be paid pursuant to the Employment Standards Act.
- 3) All time worked on an employee's day of rest shall be paid at time and one-half (1½x).
- 4) All time worked by an employee on Statutory Holidays shall be paid at time and one-half (1½x) plus payment for the Statutory Holiday.
- 5) Any employee required by management to be on Standby shall be paid two (2) hours at regular time for such days they are required to standby.
- 6) Any employee on an approved callout by management after their normal hours or on their day of rest shall be paid a minimum of two (2) hours at time and one-half (1½x).
- 7) Employees shall be entitled to a fifteen (15) minute paid break after each three (3) consecutive hours of overtime worked.
- 8) The Bargaining unit agrees that Management shall not be limited in its ability to assign tasks, with the understanding that Management shall give primary consideration to seniority, employee ability and classification in doing so.

**DISPUTE RESOLVE PROCEDURE**

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

**LETTER OF AGREEMENT #1**

BETWEEN:

THE OSOYOOS GOLF CLUB

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608

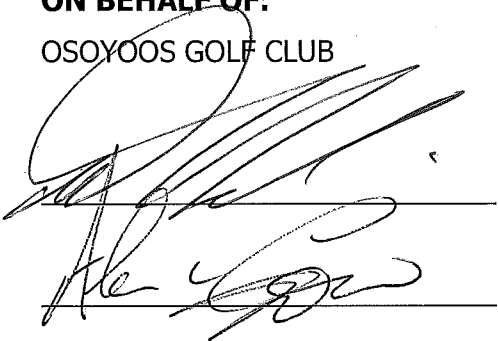
**RE: Paid Time-Off In Lieu of Worked Overtime**

Subject to the Employers 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 **their** 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.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 20<sup>th</sup> day of July, 2023.

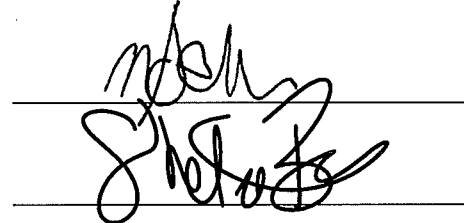
**ON BEHALF OF:**

OSOYOOS GOLF CLUB



**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 608



Original Date: November 30, 1990  
Renewed: July 19, 2011  
November 28, 2013  
February 27, 2017  
September 29, 2020  
February 6, 2023

## LETTER OF AGREEMENT #2

BETWEEN:

THE OSOYOOS GOLF CLUB

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608

### RE: Exceptions May be Made to the Collective Agreement

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

#### 1) **Working Superintendent and Assistant Superintendents**

The parties agree that the Superintendent and Assistant Superintendents may perform work related duties under the follow conditions:

- a) They will not perform any Bargaining unit work that would reduce the hours of work of any member or members of the Bargaining unit.
- b) Such duties may only be performed after the LAST member of bargaining unit has been recalled to work from previous season and the Superintendent/Assistant Superintendents will cease performing other duties when the FIRST member of the bargaining unit has been laid off in the fall.
- c) Section b above does not apply during winter shutdown which commences when the flags are removed from the golf course and ends when the flags are returned to the golf course.
- d) The Superintendent/Assistant Superintendents are permitted to perform duties related to building or renovation of greens, tees, or bunkers.

#### 2) **Incidental Clubhouse Repair**

The practice of the use of club members to perform incidental clubhouse repairs shall be continued.

#### 3) **Employee Playing Privileges**

The practice of employee playing privileges at the golf course shall be continued and after twenty (20) years of service and retirement the employee will receive a certificate waiving the initiation fee should the employee wish to become a full member of the Osoyoos Golf Club.

#### 4) **Inverted Seniority**

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

5) **Contracting During Off-Season**

The Parties agree that contracting during the layoff period by bona fide contractors to build or rebuild tees, greens, fairways or buildings shall not be deemed to be a violation of Article 3.03 of the Collective Agreement.

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

6) **Rest Periods and Extended Shifts**

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

7) **Benefits**

A regular employee may opt out of any of the benefits listed in Article 25, subject to carrier approval.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 10th day of June, 2023.

**ON BEHALF OF:**

OSOYOOS GOLF CLUB

\_\_\_\_\_  
\_\_\_\_\_

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 608

\_\_\_\_\_  
\_\_\_\_\_

Original Date: November 30, 1990  
Renewed: July 19, 2011  
November 28, 2013  
February 27, 2017  
September 29, 2020  
February 6, 2023

**LETTER OF AGREEMENT #3**

BETWEEN:

THE OSOYOOS GOLF CLUB

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608

**RE: Students**

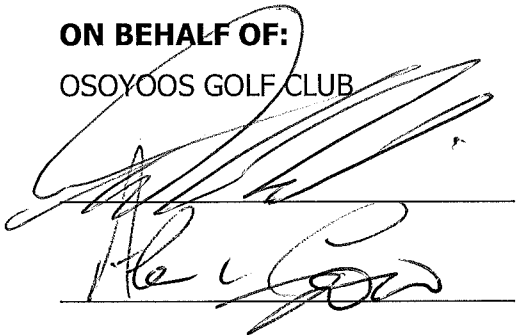
The Parties agree a student is defined to be an employee who is currently attending a secondary or post-secondary institution and/or registered to attend such in the fall/winter following the current golf season.

- 1) Students will be paid at the rate stipulated in Schedule A of the collective agreement
- 2) The following Articles of the Collective Agreement will not apply
  - a) Article 17 Hours of Work
  - b) Article 14 Seniority
- 3) Student work assignment will be restricted to the following:
  - a) Weed pulling
  - b) Weed whacking
  - c) Raking traps
  - d) Other tasks subject to prior agreement of the Union. No blanket agreement will be made without revisions to this Letter of Understanding.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 10th day of July, 2023.

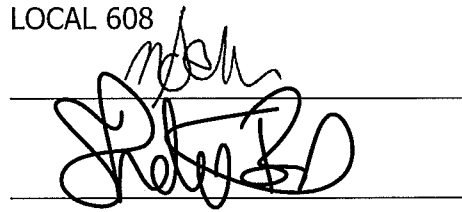
**ON BEHALF OF:**

OSOYOOS GOLF CLUB



**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 608



Original Date:	November 30, 1990	
Renewed:	July 19, 2011	February 6, 2023
	November 28, 2013	
	February 27, 2017	
	September 29, 2020	

## **LETTER OF AGREEMENT #4**

BETWEEN:

THE OSOYOOS GOLF CLUB

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608

### **RE: Part Time (PT) Positions**

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

- 1) The parties agree that full-time employee positions are a priority, with part-time employee positions filled as a supplement to the workforce.
- 2) Part-time employees will be added to Schedule "A" of the Collective Classification.
- 3) These positions will be paid at Part-time I (PT I) and Part-time II (PT II) rates as per Schedule "A". PT I classification is designated for newly hired employees and will be paid at the rate of a less than GK I. PT II classification is designated for employees who transferred from FT position to a PT position and will be at an hourly rate closest to, but no greater than, what they were earning upon the initial transfer to the part-time position.
- 4) Part-time employees will be entitled to all parts of the Collective Agreement except as noted in this document.
- 5) Part-time positions will be limited to a maximum of four positions per year.
- 6) These positions will have a regular schedule of work up to a maximum of four (4) hours per day, five days a week (20 hours total).
- 7) Part-time positions are limited to persons with the necessary skills, qualifications and work experience to perform the work on the golf course as deemed by management.
- 8) Regarding layoff and recalls, the Part-time I and II classifications will be the first to be laid off at the end of the season and the last to be recalled at the opening of the season.

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

- 1) The employee must accept the terms and conditions as noted above.
- 2) Current FT employees may apply to transfer to a PT posted position and if hired will be placed into PT II Classification at an hourly rate closest to, but no greater than, what they were earning upon the transfer to the part-time position.
- 3) They will suffer no loss of seniority for vacation pay purposes but pay will be accrued based on hours worked.

- 4) If a Part-time employee wishes to switch back to a full-time position, they must wait until a position is posted, apply, and if successful move to the GK classification they are in on the last day PT worked.
- 5) Part-time employees will maintain their pensions and benefits.
- 6) Part-time employees will pay union dues.
- 7) Part-time employees will maintain their golf privileges

Conditions for newly hired part-time employees:

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

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 5<sup>th</sup> day of June, 2023.

**ON BEHALF OF:**

OSOYOOS GOLF CLUB

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 608

Original Date: February 6, 2023