

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE ROSSLAND-TRAIL COUNTRY CLUB**



**BIRCHBANK GOLF CLUB**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2087**



**November 1, 2023 - October 31, 2026**

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THIS AGREEMENT made and entered into

BETWEEN

THE ROSSLAND-TRAIL COUNTRY CLUB  
(hereinafter called the "Club")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2087  
(hereinafter called the "Union")

WITNESSED that the parties hereto agree each with the other as follows:

### **ARTICLE 1 - UNION RECOGNITION**

1.01 The Club recognizes the Union as the exclusive bargaining agency for the purpose of conducting collective bargaining on all matters pertaining to rates of pay, hours of work, and all other working conditions, as long as the Union retains the rights to conduct collective bargaining on behalf of the employees of the Club (hereinafter referred to as "employees") under the provision of the Labour Code of British Columbia.

- (a) In this agreement any reference to "year" will be known as the season. A full season is 6 months or where the operating season is less than 6 months.
- (b) For purposes of this agreement a permanent employee is an employee who works 6 months or more in a calendar year for two (2) consecutive years.
- (c) A regular full-time employee is an employee who works forty (40) hours per week.
- (d) A regular part-time employee is an employee who works less than full-time hours.
- (e) A Casual Employee shall mean any employee hired on an intermittent basis. Casual employees shall not be entitled to seniority or any other benefits. Casuals will be paid at the casual rate of pay and will receive 8% in lieu of all benefits.

#### **1.02 Gender References**

All articles and clauses referred to in this agreement apply equally to both male and female employees.

- 1.03 The Club agrees that there shall be no intimidation or discrimination against any employee by reason of his/her legitimate activities as a member or officer of the Union, and the Union agrees that there shall be no intimidation on its part against any employee of the Club.
- 1.04 The Union agrees that neither it, nor any of its representatives, nor any employee, shall in any way authorize, encourage, or participate in any strike, walkout, suspension of work, or slow down on the part of any employee or group of employees for the duration of the life of this Agreement; and the Club agrees that there shall be no lockout of members of the Union during the life of this Agreement.

## **ARTICLE 2 - EMPLOYERS' RIGHTS**

2.01 The Union recognizes the right of the Club to operate and manage the business of the Club in all respects, in accordance with its commitments and responsibilities, and to make and alter from time to time, as the necessity arises, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

2.02 The Club shall always have the right to hire, discipline, demote and discharge employees just and proper cause.  
(underlined must be in the presence of the Union Steward).

The Club will notify the Union in advance of a discipline, suspension or termination meeting, and the Union will assign a Steward or Union Representative to attend.

2.03 The selection of excluded supervisory staff shall be entirely a matter for the Club's decision.

2.04 The Club shall have the right to utilize members of the Golf Club in doing volunteer work, provided however, such work does not result in the layoff, reduction of hours or delay the recall of any of the employees or positions within the bargaining unit.

The parties agree that this article is not to restrict the annual cleanup programs provided that all employees have been recalled.

2.05 In order to provide job security for the members of the bargaining unit, the Club agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company or non-unit employee except where mutually agreed by the Parties in writing.

### **ARTICLE 3 - CHECK-OFF**

- 3.01 The Club agrees to check-off all Union dues and initiation fees or assessments levied by the Union on its members.
- 3.02 The Club shall, during the life of this Agreement, deduct as a condition of employment, the sum equivalent to dues as set by the Union from the pay due each calendar month to each employee and remit the same to the Financial Secretary of the Union, in the month following that in which such deductions are made.
- 3.03 The Club will, at the time of making such remittances, enclose a list of such employees from whose pay cheques such deductions are made.
- 3.04 All employees of the Employer shall become and remain members in good standing in the Union according to the constitution and by-laws of the Union. All new employees shall become and remain members in good standing in the union within thirty (30) days of employment.

#### **ARTICLE 4 - UNION TIME OFF**

- 4.01 The Club agrees that the Union shall have the right to appoint a Union Steward; and time spent in investigating and settling disputes by the Union Steward shall be considered as time worked. Payment for such time shall be on the basis of straight time. Under no conditions shall overtime rates be paid. The time to be paid for under this Section shall be limited to eight (8) working hours in any one month. Prior to leaving the job to investigate or process a grievance, the Steward must first obtain permission from the Course Superintendent. Should such permission be withheld, for any reason, the Steward may request the reason to be stated in writing.
- 4.02 The Union shall notify the Club of the duly appointed Steward in writing.
- 4.03 Bargaining representatives in the employ of the Club shall have the privilege of attending collective bargaining meetings; if held during regular working hours, without loss of remuneration.
- 4.04 The Club agrees to grant unpaid leave of absence requests without loss of seniority for the purpose of attending to Union business. An employee will receive pay and benefits provided for in this Agreement when on such leave, however the Union shall reimburse the Club for all pay and benefits within thirty (30) days of the receipt of billing.

## **ARTICLE 5 - HOURS OF WORK**

5.01 The regular work shall consist of forty (40) hours per week: eight and one half (8 1/2) hours per day, with one half (1/2) hour off for lunch.

- (a) Monday to Friday.
- (b) Tuesday to Saturday.
- (c) Sunday to Thursday.
- (d) During the spring, summer and fall months, the starting times may vary in accordance with the following:

<u>Month</u>	<u>Start Time</u>
March – April 15	7:00 a.m. – 3:30 p.m. or 8:00 a.m. – 4:30 p.m.
April 16 – May 31	6:00 a.m. – 2:30 p.m. or 7:00 a.m. – 3:30 p.m.
June 1 – RTCC Open	5:00 a.m. – 1:30 p.m. or 6:00 a.m. – 2:30 p.m.
RTCC Open – September 30	6:00 a.m. – 2:30 p.m. or 7:00 a.m. – 3:30 p.m.
October 1 – December	7:00 a.m. – 3:30 p.m. or 8:00 a.m. – 4:30 p.m.

- (e) Starting times are at the discretion of the Superintendent within the scope of Article 5.

5.02 The regular working week together with the hours of work may be varied by the Club with employee consent provided the total time worked by an employee shall not exceed the number of hours as set out in Section 5.01 of this Article and further provided that any such schedule shall provide for two consecutive days off.



## **ARTICLE 6 - WAGES**

- 6.01 The Club shall pay basic wage rates to its employees in accordance with Schedule "A" attached hereto, which forms part of this Agreement. Employees shall be paid in equal pay periods of two weeks each. The Club and the Union agree in the case of the creation of any new job, or in the case of any job, which may hereafter change sufficiently to warrant reclassification, to apply the relevant base rate to such job, which shall be determined by a Job Classification Committee, that shall be composed of equal representation from both the Club and the Union.

## **ARTICLE 7 - OVERTIME**

- 7.01 All employees covered by Schedule "A" shall be paid overtime according to the following:
- (a) Time and one-half the employee's regular hourly rate of pay for each of the first two (2) hours worked in excess of eight (8) in any one working day and double the employee's regular hourly rate of pay for each hour worked in excess of ten (10) hours in any one working day;
  - (b) Time and one-half the employee's regular hourly rate of pay for each of the first eight (8) hours worked in excess of forty (40) in any scheduled work week and double the employee's regular hourly rate of pay for each hour worked in excess of forty-eight (48) in any scheduled work week excluding hours worked in excess of eight (8) in any one working day.

For the purposes of the above, the working day shall be defined as any day an employee is normally at work according to his/her assigned schedule commencing at the time he/she is scheduled to commence work and ending twenty-four (24) hours later (as per Section 5.01). The working period shall be defined as an employee's complete period of work and rest days starting with his/her first scheduled work day and concluding with his/her last scheduled rest day (as per Section 5.01).

- 7.02 Any employee required to work in excess of two (2) hours of overtime work beyond the regular working hours shall be entitled to a meal or voucher for the Clubhouse restaurant valued at twenty (\$20.00) dollars and to be used within six (6) months of issue.
- 7.03 Whenever possible, employees required to work overtime will receive two (2) hours' notice. Overtime shall be voluntary with the exception of those jobs deemed by the Club to be of an emergency nature.

## ARTICLE 8 - STATUTORY HOLIDAYS

8.01 An employee shall receive pay for Statutory Holidays provided that he/she works the scheduled day previous to such statutory holiday and his/her scheduled day following said statutory at the regular rate of pay. In the event of illness or accident occurring prior to or on the scheduled day following the statutory holiday, and providing such occurs during the course of time employed, the employee shall present his/her foreman with a certificate from a doctor licensed to practice medicine substantiating the illness or accident.

8.02 The recognized statutory holidays shall be as follows:

New Year's Day	Labour Day
Family Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
B.C. Day	

and any other day proclaimed by the Federal, Provincial or Municipal Government to be a Statutory Holiday.

8.03 All work performed on any such holiday shall be paid for at the rate of time and one-half of the employee's base rate, and in addition hereto, by one full paid day or one (1) day off.

8.04 Two (2) Floating Days in addition to Statutory Holidays after two (2) years continuous service. The floater must be taken before the end of the season, either by mutual agreement or by giving two weeks notice. It is agreed that floaters cannot be taken during major tournaments.

8.05 An employee is not entitled to pay for a Statutory holiday if the Statutory holiday occurs during a lay off.

## **ARTICLE 9 - ANNUAL VACATIONS**

9.01 All employees will receive 8% of gross earning as vacation pay.

Note: See Letter of Understanding #5 regarding current employees' grandfathered vacation entitlement.

9.02 Employees with more than **three (3)** seasons of employment shall be entitled to a minimum of one week of his/her vacation entitlement as time off, during the working season.

9.03 Where two (2) or more employees bid on the same vacation period and operational requirements permit **only one (1)** employee to take that vacation period, then the most senior employee **shall** have his/her choice of that period.

## **ARTICLE 10 - EMPLOYEE BENEFITS**

10.01 The Club shall pay 100% of the premiums for a mutually approved medical plan, with extended health plan benefits and a mutually approved dental plan for employees with one (1) or more years continuous service for twelve (12) months unless the employee terminates and/or finds other employment.

10.02 The Club shall pay the full actual cost of the monthly premium per permanent employee per month for both married and single employees, covering membership in a mutually approved medical plan, with extended health plan benefit and the Club shall pay said premiums for the full twelve months of the year unless the employee terminates.

Once a qualifying period of three (3) continuous months (480 hours) of employment in a calendar year have been completed, employees shall be paid a cash reimbursement equivalent to the full payment of his/her medical premium for the time that he/she is employed excluding the first three (3) months of employment, providing a paid receipt can be provided.

10.03 (a) All permanent employees shall accumulate sick leave equivalent to one and one-half (1½) days for each month worked, accumulative to a maximum of one hundred and seventy-five (175) days. Accumulation of sick leave credits will be based on service from date of initial hire. The Club shall make available to the Union and employees their accumulated sick day credits before the start of the season. The club shall post on an annual basis.

(b) Part-time and casual employees shall accumulate sick leave equivalent to one and one-half (1½) days for each month worked.

10.04 All employees shall upon retirement, become eligible for and receive a cash gratuity payment out of the employee's sick leave accumulation, at the employee's current base rate based on the following percentage of their accumulated sick leave:

After five (5) years service, twenty percent (20%) and an additional two percent (2%) per year thereafter to a maximum of 150 working days.

An employee may have the option to retire at the age of fifty-five (55).

10.05 In the event of illness, unavoidable quarantine, or accident for which compensation is not payable under the Workers' Compensation Act, an employee shall receive a full day's pay at his/her regular rate received by him/her on his/her last day prior to such illness, quarantine or accident, up to accumulated sick leave, for each day lost by him/her from work, such time to be deducted from accumulated sick benefits, subject to the following conditions:

1) Proof of such illness shall be filed with the Club if such is required by the Club.

- 2) If an employee is found to have wilfully misrepresented himself/herself as being ill, he/she shall refund all such sick leave pay to the Club. Such an employee may be subject to disciplinary action by the Club. Any action taken by the Club may be subject to provisions of Article 13 of this Agreement.
- 3) An employee shall not be eligible for sick leave pay, unless he/she is in the employ of the Club. Laid-off employees who have been recalled under provisions of Section 12.06 of Article 12 shall be eligible for sick leave pay provided:
  - (a) That the illness occurred during the period while in the employ of the Club, and that they were scheduled to work on the days for which sick leave is claimed;
  - (b) That such sick leave pay shall cease on the day on which they would otherwise have been laid off.
- 4) Death in Family: An employee shall be granted up to four (4) regularly scheduled consecutive work days' leave without loss of pay and benefits, in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child, grandparent, grandchild. All employee definitions shall include in-law and step.

Unused days may be used within a year of the death to attend a memorial or celebration of life ceremony.

Additional leave without pay may be extended by mutual agreement.
- 5) Pallbearer Leave: one day leave with pay shall be granted an employee to attend funeral as a pallbearer.

#### 10.06 Domestic Violence Leave

- (a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Workers experiencing domestic violence will be able to three (3) days of paid leave (utilizing their sick leave), for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in conjunction with existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, upon approval. Employees that have exhausted their sick leave can utilize their vacation or will be provided time off without pay.

- (c) The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

10.07 The Club agrees that all employees shall remain insurable under the Employment Insurance Act.

10.08 Retired permanent employees with twenty (20) or more years of service will receive one half (1/2) off early bird rate green fees for the remainder of their lifetime upon retirement and not be required to pay an initiation fee. All employees will be entitled to free golfing privileges during their employment with the Club.

Employees that retire in the current golf season will receive a credit to use the course in the year of retirement. Employees that retire prior to the new golf season will not receive the credit.

10.09 Employees will receive six (6) complimentary Green Fees which will not include a power cart rental, each year for friends and family to promote business for the course. Passes expire October 31<sup>st</sup> of each year.

10.10 It is agreed that all employees shall be entitled to use the Club's washroom facilities.

10.11 (a) The Club will pay one hundred (100%) percent to a maximum of three hundred (\$300.00) dollars per year toward the purchase of steel-toed safety boots, as required; a maximum of one (1) pair per year. The Club will pay for repair or replacement value (Club's option) for boots damaged while working. The wearing of steel-toed boots and hard hats is a condition of employment.

(b) The Club will provide gloves for all Employees.

(c) Employees shall be entitled to wear shorts at work unless they are working on a job where it is unsafe to do so, in accordance with WorkSafeBC.

10.12 The Club shall pay 100% of the actual cost of premiums for the dental and vision plans as scheduled below:

(a) DENTAL PLAN

Cost breakdown:

Plan A: Normal dental work - 100% paid by Plan

Plan B: Crowns - Bridges - 60% paid by Plan  
- 40% paid by Employee

Dentures - 100% paid by Plan

- Plan C: Bracework
  - 60% paid by Plan
  - 40% paid by Employee
  - (\$1,000.00 max)

- (b) VISION CARE  
\$250/24 months per family member.

#### 10.13 R.R.S.P.

Effective November 1, 2001 permanent employees will receive 8% of the employees' salary paid directly to the employee on a monthly basis.

This amount is not considered part of the base salary and does not affect the payout of an Employee upon retirement (ie: sick leave payout, severance pay or other payouts).

#### 10.14 Seasonal Lay-off

All employees who are laid off will receive their separation within two (2) weeks of lay-off.

#### 10.15 Employee & Family Assistance Program

The Employer shall pay one hundred (100%) percent of the premiums for an Employee and Family Assistance Program.

#### 10.16 Tool Allowance

- (a) Three hundred (\$300.00) dollars annual tool allowance for mechanics that supply hand tools.
- (b) Broken hand tools not covered by warranty will be replaced to a maximum of two hundred (\$200.00) per year with approval of management.
- (c) Testing or speciality tools are required by the Employer will be supplied and retained by the Employer.

The parties agree that a mechanic is required to have his/her own hand tools. Where a special tool is required, arrangements suitable to both the Employer and the mechanic may be arranged on an individual basis.



## **ARTICLE 11 - JOINT SAFETY COMMITTEE**

- 11.01 A Joint Safety Committee shall be maintained, such committee to be composed of supervisory representatives from each department, and an equal number of Employees appointed by the Union.
- 11.02 The Joint Safety Committee shall hold monthly meetings on a designated day, agreeable to the majority, and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- 11.03 Minutes of all Joint Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Corporation and to the Union and to the Workers' Compensation Board, and a copy shall be posted on the Bulletin Board in the Shop.
- 11.04 All Employees working in any dirty, dangerous or noisy capacity shall be supplied with all the necessary safety equipment and protective clothing when needed (coveralls, safety glasses, leather and rubber gloves, rubber boots, face screens, face shields, chaps (chain saw work), ear protection (both in ear and over ear)).
- 11.05 Time spent by Employees in the performance of their duties as members of the Joint Safety Committee shall be considered as time worked and payment shall be on the basis of straight time only.

## **ARTICLE 12 - SENIORITY**

- 12.01 Seniority shall be established on the basis of the Employee's service with the Club (whether broken or continuous).
- 12.02 Notwithstanding anything in this Agreement, it is agreed that each employee is hired on probation and he/she shall not be deemed to have any seniority with the Club until he/she has been in the employ of the Club for a period of three (3) months (whether broken or continuous). Upon completion of the probationary period of three (3) months' service, an employee shall be entitled to seniority rights for all time worked by him/her dating from the day on which he/she first commenced employment with the Club.
- 12.03 The Club agrees that seniority shall determine in all cases of promotion, demotion or transfers, provided that the employee has the necessary qualifications for the job. Subject to the employee's or the Union's rights under the provisions of Article 13 of this Agreement, the Club shall determine if an employee is qualified in a fair and equitable manner.
- 12.04 In the event of any vacancy occurring in any position covered by this Agreement, or in the event of a new position being created, present employees in order of their seniority as determined in Section 12.03 of this Article, shall have the right of applying for and being given a reasonable opportunity to prove their ability in such vacated or created positions. The Club shall post on the Bulletin Board in the Shop, a notice setting forth classification and rate of pay of such created position or vacancy occurring, for a period of seven (7) days; the Union shall receive a copy of such notice.
- 12.05 An employee shall not be promoted until a vacancy occurs in a higher job classification. A move from one job classification to another involving no change in rate shall not be considered a promotion or demotion for the purpose of this Article.
- 12.06 In the event of a reduction of crew, the Employees affected shall be laid off in the inverse order of their seniority, competency considered. In the event of a lay-off, 10 working days notice will be given or pay in lieu of. When it becomes necessary to rehire crew, former employees shall be re-employed as closely as possible in the inverse order in which they were laid off; so far as is practicable, no new Employees shall be employed until those laid off are taken back. The Union shall be notified of all lay-offs and re-hiring.

- 12.07 Laid-off Employees shall be notified by the Club, either personally or by registered mail or by phone, at their last known address, the date and time on which they are to return to work, and should an Employee fail to return to work within ten (10) days of so being notified, he/she shall lose the right of re-employment.
- 12.08 In the event of an Employee being brought back to work by the Club after being laid-off under Section 12.06 of this Article, the period of lay-off shall be considered as time worked for the purpose of determining his/her seniority. This adjustment shall be made immediately after he/she has returned to work.
- 12.09 In the event of a former Employee being re-employed by the Club after having been dismissed or voluntarily quit, he/she shall be considered as having no previous seniority. This, however, shall not be applicable if an Employee has quit through ill health substantiated by a medical doctor, providing he/she applies for re-employment within a period of six (6) months after his/her termination.
- 12.10 An Employee absent from his/her job due to sickness, accident, or an authorized leave of absence, shall, on his/her return, be reinstated to the job he/she would have held had he/she not been so absent. During such absence, his/her seniority shall accumulate as if he/she had not been so absent.
- 12.11 In the event an Employee has been promoted to a position outside of the Union's jurisdiction and later is demoted to a position within the Union's jurisdiction, the Employee's total service with the Club, including the period spent outside of the Union's jurisdiction, shall be included in computing the Employee's seniority with the Club for the purpose of this Article, provided such employees shall be required to pay a sum each month equivalent to Union dues during the period he/she is excluded from the Union's jurisdiction.
- 12.12 The Club will maintain a record showing the date upon which each employee's service commenced and terminated. Any Employee may request information from the Club relative to his/her own seniority. On request, an authorized officer of the Union will be supplied with a copy of such record or with the necessary information relative to the seniority and rates of pay of any employee or group of employees.
- 12.13 If an Employee is absent from work for a period of five (5) working days without sufficient cause and fails to notify the Club and/or communicate with the Club, the Employee will have been considered to have abandoned his/her employment.

## **ARTICLE 13 - GRIEVANCE PROCEDURE**

- 13.01 Any Employee or Employees having any grievance with respect to a violation of this Agreement, rates of pay, hours of work, and all other working conditions, shall have the right to endeavour to reach an amicable settlement of the matter in the following manner:

### **Stage 1**

The Employee or Employees concerned with or without their Union Steward or other Union employee in attendance, shall endeavour to settle the dispute with the Superintendent within sixty (60) days after the occurrence of the act or decision giving rise to the dispute.

### **Stage 2**

Failing a satisfactory settlement within five (5) days after the dispute was submitted under Stage 1, the Employee or Union, through a Steward or Officer, shall meet with the Manager of the Club, and submit the dispute, which shall be in writing, to him/her. A reply shall be provided to the Union in writing, stating the decision of the Manager of the Club, and the reasons for the decision.

### **Stage 3**

Failing a satisfactory settlement within five (5) days after the dispute was submitted under Stage 2, or in the case of a dispute of general application, the Grievance Committee of the Union shall submit the dispute in writing to the appropriate committee of the Board of Directors in an endeavour to settle the matter. A reply shall be provided to the Union in writing, stating the decision of the Manager of the Club, and the reasons for the decision.

- 13.02 If a satisfactory settlement is not reached within five (5) days thereafter, the Union may, on giving notice in writing to the Club of its intention to do so, refer the grievance or dispute to a single Arbitrator constituted in accordance with this Article.
- 13.03 The Club shall have the right to submit any dispute regarding the interpretation of or the violation of this Agreement to the Executive Board of the Union. Failing a satisfactory settlement within five (5) days of submission, the Club shall have the right, upon giving notice, in writing to the Union, to refer to a single Arbitrator constituted in accordance with this Article.
- 13.04 An Arbitrator shall be chosen by mutual agreement of the Parties. In the event that the Club and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of the Province of B.C., shall be requested to appoint an Arbitrator for the Parties. The decision of the Arbitrator with respect to

an interpretation, or alleged violation of this Agreement, shall be final and binding upon the parties, but in no event shall the Board have the power to alter, modify, or amend this Agreement in any respect.

- 13.05 Each party shall pay all expenses incurred in connection with the presentation and preparation of its own case, but the parties shall share equally the expenses of the Arbitrator.
- 13.06 The procedure for settling disputes set out in this Article shall be strictly adhered to, but where a dispute involves a question of general application, suspension or termination the Club and the Union may agree to by-pass Stages 1 and 2.

## **ARTICLE 14 - SATURDAY AND SUNDAY PREMIUM**

- 14.01 A premium in the amount of seventy-five (75) cents per hour shall be paid for all work performed by employees on their regularly assigned shifts on Saturday and Sunday. The premium shall not be paid for hours worked at overtime or statutory holiday rates.

An employee who is requested and agrees by mutual consent to be on call shall be paid two (2) hours on call pay. Each day an employee is on call he or she will be paid two (2) hours at their regular rate of pay, and all call out hours shall be paid in addition to on call pay.

## **ARTICLE 15 - TECHNOLOGICAL CHANGE**

### **15.01 Union Notification of Changes**

Three (3) months before the introduction of any Technological Change affecting one (1) or more Employees as defined by the Labour Code of British Columbia, the Club shall notify the Union of the proposed Technological Change.

### **15.02 Severance Pay**

- (a) No regular Employee shall be dismissed because of Technological Change except upon one (1) week's notice pay included, for each season of service, with a maximum of four (4) weeks, during which time he/she will be allowed up to five (5) hours per week with pay for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice the Employee shall inform the Club if he/she elects to receive severance pay as herein provided or whether he/she wishes to be laid-off in accordance with Article 12 of this Agreement.
- (b) If the Employee elects to receive severance pay he/she shall lose seniority in accordance with Article 12 of this Agreement and even if rehired by the Club at a later date, shall not again be entitled to severance pay as provided in this Article.
- (c) The severance pay payable (in addition to the Agreement provisions) to an Employee pursuant to this Article shall be one (1) month's pay at regular rates for each three (3) full seasons of service completed by the Employee, PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) month's pay.
- (d) For the purposes of this paragraph, an Employee must have been in the employ of the Club for a minimum of four (4) months in any one calendar year to receive a season's credit for severance pay purposes as set out in subsections 15.02 (a) and 15.02 (c) of this Article.

### **15.03 Training Program**

The Club, after consultation with the Union, instead of dismissing an Employee because of Technological Change shall retrain the Employee for another position at the expense of the Club for such period of time as the Club thinks fit. After the training period, the Employee shall have two (2) months to adapt fully to the position and if he/she does not so adapt, he/she may be dismissed by the Club.

#### 15.04 Lay-Off

Notwithstanding anything contained elsewhere in this Agreement any Employee who has been laid off for two (2) months or more prior to the introduction of a Technological Change shall be deemed not to be affected by the Technological Change and will not be entitled to any benefits provided for in this Article.

#### 15.05 No New Employees

No additional Employees under this Article shall be hired by the Club until the provisions of Article 15.03, Clause (a) have been adhered to.



## **ARTICLE 16 - LEAVE OF ABSENCE**

- 16.01 An employee may request a leave of absence without pay and without loss of seniority when he/she requests such leave for good and sufficient reason, provided a qualified replacement including casual employee, is available. No leave of absence greater than one (1) year shall be granted except if mutually agreed upon and in extraordinary circumstances. Not more than one (1) employee may be granted such leave at a given time.

## **ARTICLE 17 – PRINTING OF AGREEMENT**

- 17.01 The Union will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and distribution of the Collective Agreement will be borne equally between the Parties. The Club will provide each employee and newly hired employee with a copy of this Agreement. The Club agrees to share in the printing of the Collective Agreement on a fifty-fifty cost sharing basis.

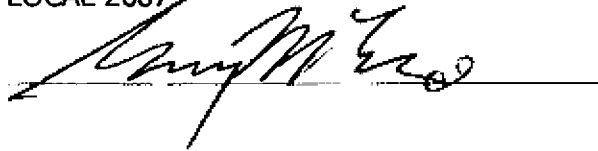
## **ARTICLE 18 - TERM OF AGREEMENT**

18.01 This Agreement shall remain in effect until the last day of October 2026, from its effective date, and shall not terminate at the expiration of that period unless four (4) months' notice, in writing, of the termination has been given by one party to the other. If no such notice is given, the Agreement shall remain in effect until terminated by either party upon four (4) months' notice, but not less than three (3) months' notice, in writing, prior to the first day of July in any one year. Either party may, within the period of four months immediately preceding the date of expiry of this Agreement, by notice require the other party to the Agreement to commence collective bargaining.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under Seal.

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087



ROSSLAND-TRAIL COUNTRY CLUB



Date \_\_\_\_\_

Date \_\_\_\_\_

## **SCHEDULE "A"**

The Employees shall receive the rate of pay for the job being performed in accordance with the following:

	NOVEMBER, 1 2023 5%	NOVEMBER, 1 2024 4%	NOVEMBER, 1 2025 3.5%
JOURNEYMAN MECHANIC	\$30.89	\$32.13	\$33.25
OPERATOR 1	\$29.74	\$30.93	\$32.01
OPERATOR 2	\$24.70	\$25.68	\$26.58
OPERATOR 3	\$21.80	\$22.67	\$23.46
CASUAL	\$20.06	\$20.86	\$21.59
STUDENT	\$18.48	\$19.22	\$19.89

NOTE: Lead Hand: The designated lead hand shall be paid a 10% premium of his/her basic hourly rate when acting in a supervisory roll in the absence of the Superintendent, when the Superintendent is on an approved leave for a period of at least one (1) full day or more.

The parties agree that the following employees will be in the following classifications as of November 1, 2023.

Gary McLeod	Journeyman Mechanic
Curtis Sherstobitoff	Operator 1
Andrea Mead	Operator 2
Jon Mart	Operator 3
Devo Devine	Operator 3
Michael Bailey	Operator 3
Graham Thorne	Operator 3

## **SCHEDULE "B" - DEFINITIONS**

**OPERATOR 3** Operator 3's pay rate as per Schedule A of the current Collective Agreement. Wage rate for the position of Operator 3 is a first year rate of pay for a unionized employee with knowledge of machinery and ability to do minor repairs on equipment used for maintenance of the golf course. After a period of six (6) months of Operator 3 Level, over a period of two (2) seasons, the employee shall qualify to move to Operator 2, if a position exists, and the operator can show the necessary skills required to fill the position.

An employee who completes the first season in a satisfactory manner will be given first opportunity for re-employment in the next season prior to hiring any new employees.

**OPERATOR 2** Operator 2's pay rate as per Schedule A of the current Collective Agreement. An Operator 2 must be employed as a permanent employee for a period of three (3) seasons before they can move into an Operator 1's position, if a position exists, and the operator can show the necessary skills.

Must have a general knowledge of machinery and do necessary minor repairs on all equipment used for maintenance of the golf course. After a minimum period of six (6) months, broken or continuous at Operator Level 2, the employee shall qualify to move to Operator 1, if a position exists, and the operator can show the necessary skills. If not, he/she will remain at Operator 2.

**OPERATOR 1** Operator 1's pay rate as per Schedule A of the current Collective Agreement.

Must have a mechanical knowledge and be qualified to operate and do necessary minor mechanical repairs on all equipment used for the maintenance of the golf course. Must also be able to undertake certain responsibilities in the maintenance or improvement of the course.

### **GREENSMAN**

#### **LEADHAND**

Must have all the qualifications of a first class operator and be qualified to assume responsibilities in the maintenance and the operation of the course. Must be able to supervise workers and perform running maintenance of equipment.

#### **TEMPORARY SHIFT**

Any employee required to do work on a temporary basis in a category higher than that for which he/she is employed will be paid the equivalent hourly rate for the job only while working such job.

## **SCHEDULE "C" - JOB DESCRIPTIONS**

### **CASUAL**

Job Description:

Under the supervision of the Superintendent or Leadhand a Casual Employee shall mean any employee hired on an intermittent basis to perform labouring duties.

General Duties:

1. Performs general golf course maintenance labouring duties.
2. All other related duties as assigned by the Superintendent or Leadhand.

Prerequisites:

Must possess a valid BC Driver's License and be able to understand and be able to follow oral and written directions.

Classification:

Hourly: As per Schedule A. Casual employees shall not be entitled to seniority or any other benefits. Casuals will be paid at the casual rate of pay and will receive 8% in lieu of all benefits.

## **OPERATOR 1**

### **Job Description:**

Under the supervision of the Superintendent or Leadhand participates in the maintenance and operation of the golf course. Must have mechanical knowledge and be qualified to operate and do necessary minor mechanical repairs on all equipment used for the maintenance of the golf course. Must also be able to undertake certain responsibilities in the maintenance or improvement of the course.

### **General Duties:**

1. Operates all golf course manual and powered equipment used in the construction and maintenance of greens, tees, fairways, roughs, bunkers and ponds.
2. Participates in the operation and maintenance of the golf course irrigation system.
3. Trims and removes trees as required.
4. Applies herbicide/insecticide/fertilizer as required.
5. All other related duties as assigned by the Superintendent or Leadhand.

### **Prerequisites:**

Must possess a valid BC Driver's License, Level One First-Aid Ticket, WHMIS Certificate, BC Pesticide Applicators License and a chain saw safety course. Must have a participating knowledge of the game of golf and be able to understand and follow oral and written directions.

### **Classification:**

Hourly: As per Schedule A.

## **OPERATOR 2**

### **Job Description:**

Under the supervision of the Superintendent or Leadhand participates in the maintenance and operation of the golf course. Must have mechanical knowledge and be qualified to operate and do necessary minor mechanical repairs on all equipment used for the maintenance of the golf course. Must also be able to undertake certain responsibilities in the maintenance or improvement of the course.

After a minimum period of six (6) months, broken or continuous as Operator Level 2 and if a position exists, and the Operator can show the necessary skills, the employee shall qualify to move to an Operator 1 position. Additional training which is a condition of the position will be paid by the Employer upon successful completion of the certification.

### **General Duties:**

1. Operates all golf course manual and powered equipment used in the construction and maintenance of greens, tees, fairways, roughs, bunkers and ponds.
2. Participates in the operation and maintenance of the golf course irrigation system.
3. Trims and removes trees as required.
4. All other related duties as assigned by the Superintendent or Leadhand.

### **Prerequisites:**

Must possess a valid BC Driver's License and a valid WHMIS Certificate and a chain saw safety course. Must have a participating knowledge of the game of golf and be able to understand and follow oral and written directions.

### **Classification:**

Hourly: As per Schedule A.



### **OPERATOR 3**

#### **Job Description:**

Under the supervision of the Superintendent or Leadhand participates in the maintenance and operation of the golf course. The individual will be trained on the use and safe operation of all equipment used for course maintenance.

After a period of six (6) months as Operator Level 3 over a period of two (2) seasons, and if the position exists, and the Operator can show the necessary skills required to fill the positions, the employee shall qualify to move to an Operator 2 position. Additional training which is a condition of the position will be paid by the Employer upon successful completion of the certification.

#### **General Duties:**

1. Operates all golf course manual and powered equipment used in the construction and maintenance of greens, tees, fairways, roughs, bunkers and ponds. Must have mechanical knowledge and be able to do necessary minor mechanical repairs on all powered equipment.
2. Participates in the operation and maintenance of the golf course irrigation system.
3. All other related duties as assigned by the Superintendent or Leadhand.

#### **Prerequisites:**

Must possess a valid BC Driver's License and a valid WHMIS Certificate. Have knowledge of the safe and effective use of all manual and powered equipment. Must have a participating knowledge of the game of golf and be able to understand and follow oral and written directions.

#### **Classification:**

Hourly: As per Schedule A

## **LEADHAND**

### **Job Description:**

Under the supervision of the Superintendent participates in the maintenance and operation of the golf course.

In the absence from the course of the Superintendent must assume supervisory responsibilities.

### **General Duties:**

1. Performs all course maintenance duties, assists in planning, scheduling and supervising the construction and maintenance of putting greens, tees, fairways, roughs, bunkers, ponds and associated turf areas.
2. Instructs new equipment operators in the safe, efficient operation and care of course maintenance equipment.
3. Must be able to supervise workers and perform running maintenance of equipment.
4. Participates in the operation and maintenance of the golf course irrigation system.
5. Trims and removes trees as required.
6. Apply chemicals as per BC Pesticide Application Licence.
7. All other related duties as assigned by the Superintendent.

### **Prerequisites:**

Must possess a valid BC Driver's License, BC Pesticide Applicators License, Level One First-Aid Certification, a WHMIS Certificate and a chain saw safety course. Must have a participating knowledge of the game of golf. Must possess a proven ability to schedule and supervise work. Must possess the ability to issue both oral and written directions and the willingness to enrol in a Turf Management program of the Board's choosing. Additional training which is a condition of the position will be paid by the Employer upon successful completion of the certification.

### **Classification:**

Hourly: As per Schedule A.

## **MECHANIC**

### **Job Description:**

Under Supervision of the Superintendent or his/her designate make major and minor mechanical repairs on all golf course equipment. Keeps equipment in a safe and operable condition at all times. Maintains and organizes a clean service and equipment parking area.

### **General Duties:**

1. Inspects, adjusts, diagnoses and repairs all golf course maintenance equipment.
2. Machining and or welding for making repairs or fittings on golf course equipment.
3. Maintains records of maintenance, repairs, orders and time worked.
4. Mower grinding and back-lapping.
5. Will be required to operate golf course equipment on an occasional basis, but only after all permanent employees have been recalled and are on active payroll.
6. Up to 25% of the mechanic's time may be spent performing duties on the course. Prior to the mechanic being assigned to perform required duties on the course or to operate golf course equipment, permanent Operator 1, 2, & 3 on shift will have preference in choosing duties.
7. All other duties as assigned by the Superintendent or his/her designate.

### **Prerequisites:**

Must possess a valid BC Driver's License, WHMIS Certification, Level One First Aid Ticket. Mechanic shall mean an employee holding a Certificate of Proficiency as a Journeyman or Trades Qualification Certificate pursuant to the "Apprentice & Tradesman's Qualification Act" R.S.C.C. 1960, Chapter (13), or equivalent qualifications thereto, and employed in the trade for which he/she is so qualified. Have a working knowledge of light and heavy turf grass maintenance equipment and automotive apparatus. Have a proven ability to diagnose mechanical troubles and schedule appropriate preventative maintenance work on all associated golf course equipment. Be able to understand and follow both oral and written directions.

### **Classification:**

Hourly: As per Schedule A.

This is a sample formula to calculate the benefit for a Retiring Employee as per clause 10.04 of this Collective Agreement.

Age 60 = 22 years    20% of accumulated sick leave        =        30 days  
for 1<sup>st</sup> 5 years

2% per year for 17 years = 51 days  
(34% of 150)  
-----  
81 days

Age 65 = 27 years    20% of accumulated sick leave    =    30 days  
for 1<sup>st</sup> 5 years

2% per year for 22 years = 66 days  
(44% of 150)  
-----  
96 days

34

**LETTER OF UNDERSTANDING #1**

**between**

**ROSSLAND –TRAIL COUNTRY CLUB**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087**

**RE: Schedule "B" Definitions – Operator 2**

The Parties agree from this day forward to amend the Definition of Operator 2 in Schedule "B" of the Collective Agreement as follows:

Operator 2's pay rate shall be set in accordance with Schedule "A". An Operator 2 must be employed as a permanent employee for three (3) seasons before they can move into an Operator 1's position, if a position exists, and the operator can show the necessary skills and possesses the defined perquisites.

Must have a general knowledge of machinery and do necessary minor repairs on all equipment used for maintenance of the golf course.

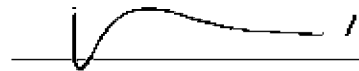
It is further agreed that all employees classified as Operator 1's will remain under Operator 1's classification for as long as they are employed with the Rossland-Trail Country Club.

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2087



ROSSLAND-TRAIL COUNTRY CLUB



Date: \_\_\_\_\_

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**LETTER OF UNDERSTANDING #2**

**between**

**ROSSLAND –TRAIL COUNTRY CLUB**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087**

**RE: Grandfathering for Permanent Status**

The Rossland-Trail Country Club agrees to grandfather the following employees with permanent employee status:

Curtis Sherstobitoff

These employees will retain all the benefits of the current Collective Agreement and any negotiated improvements of these benefits for as long as they are employed with the Rossland-Trail Country Club.

The Union agrees that any of the grandfathered employees that have not or do not work a minimum of six (6) months in any calendar year will not accrue vacation beyond their current vacation entitlement and/or the vacation provisions articulated within the Employment Standards Act. It is also agreed that if the grandfathered employee does work six (6) months or more in a calendar year their vacation pay will accrue.

It is further acknowledged that the Union recognizes from this day forward any new employee that works less than six (6) months in any calendar year is not a Permanent Employee.

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2087

ROSSLAND-TRAIL COUNTRY CLUB

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Date: \_\_\_\_\_

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## **LETTER OF UNDERSTANDING #3**

**between**

**ROSSLAND –TRAIL COUNTRY CLUB**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087**

### **RE: Student Labourers**

Student Labourers will report to the Golf Course Superintendent or the Lead Hand in the absence of the Superintendent.

The employment of Student Labourers as set forth in the letter shall not displace, or result in the layoff or dismissal of any of the present employees within the bargaining unit.

The Union agrees that the Club will utilize Student Labourers once all employees have been called back to work. Student Labourers will not be utilized while any employees are laid off.

The Student Labourer shall be covered under the terms of the Collective Agreement.

Student Labourers must adhere to the WCB regulations.

### **Term of Employment**

Each Student Labourer shall be employed up to a maximum of six hundred and forty (640) hours and normally during the months of May, June, July and August.

### **Prerequisites**

Must possess a valid BC driver's license and be able to understand and carry out instructions.

### **Seniority**

Student Labourers shall not accumulate seniority and shall not be entitled to Union contract benefits, but shall be covered under the Employment Standards Act.

### **Rate of Pay**

As per Collective Agreement.

### **Overtime**

Student Labourers shall only be offered overtime after all regular employees have declined the overtime. The definition of a regular employee is any employee hired under Schedule "A" of the Collective Agreement.

### **Work Duties**

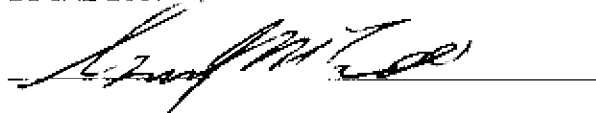
Student Labourers will carry out regular maintenance practices required to maintain the golf course(s) playing condition at a consistent high standard of playability as required by the Superintendent.

### **Specific Work Duties**

- (a) Manual labour activities required in the maintenance of the golf course(s) including:
- Flowerbeds and pond maintenance
  - Use of utility vehicles
  - Use and operation of manual equipment (i.e. shovels, rakes, broom, picks, etc.)
  - Operate push type lawn mowers
  - Use of trimmers and weed wackers
- (b) Students may be required to operate Sandpro and if so, they shall be paid at the Operator 3's rate of pay while operating this piece of equipment.
- (c) Garbage collection.

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2087



ROSSLAND-TRAIL COUNTRY CLUB



Date: \_\_\_\_\_

Date: \_\_\_\_\_



**LETTER OF UNDERSTANDING #4**

**between**

**ROSSLAND –TRAIL COUNTRY CLUB**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087**

**RE: Tenure of Employment**

This minimum term of employment or tenure as laid out per season is only in effect as long as the persons listed below are employees of the RTCC.

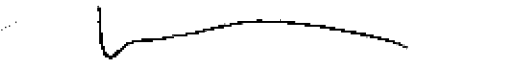
		2007	2008	2009	2010
Curtis	per season	21weeks	22weeks	23weeks	24weeks

- (i) Statutory holidays/paid vacation taken during season/paid sick leave would be considered as days worked.
- (ii) Time worked would commence no later that ten (10) days after recall.

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2087

ROSSLAND-TRAIL COUNTRY CLUB



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Date\_\_\_\_\_

Date\_\_\_\_\_

**LETTER OF UNDERSTANDING #5**

**between**

**ROSSLAND –TRAIL COUNTRY CLUB**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087**

**RE: Article 9 - Annual Vacations-Current Employees' Entitlement  
Grandfathered**

The Parties agree that, notwithstanding Article 9, the following current employees:

Curtis Sherstobitoff

will continue to receive annual vacation entitlement as follows:

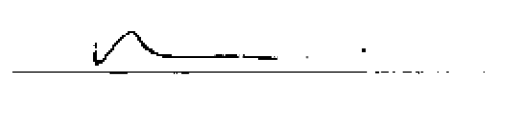
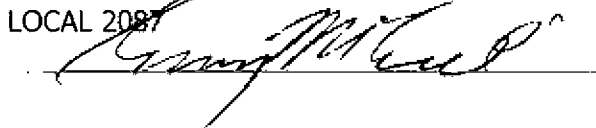
- |    |                 |   |         |
|----|-----------------|---|---------|
| 1. | 2 - 7 seasons   | - | 3 weeks |
| 2. | 8 - 12 seasons  | - | 4 weeks |
| 3. | 13 - 17 seasons | - | 5 weeks |
| 4. | 18 or more      | - | 6 weeks |

These employees shall be entitled to a minimum of one week of vacation entitlement as time off, during the working season.

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2087

ROSSLAND-TRAIL COUNTRY CLUB



Date \_\_\_\_\_

Date \_\_\_\_\_

**LETTER OF UNDERSTANDING #6**

**between**

**ROSSLAND –TRAIL COUNTRY CLUB**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087**

**RE: Schedule "C" - Job Descriptions**

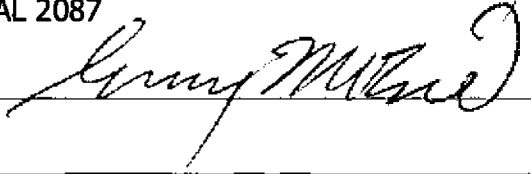
The Parties agree that the Job Descriptions in Schedule "C" (except "Mechanic") will not apply to grandfathered employees, but will apply to new employees' hired after November 1, 2006.

For this purpose the following current employees are grandfathered:

Curtis Sherstobitoff

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2087



Date \_\_\_\_\_

ROSSLAND-TRAIL COUNTRY CLUB



Date \_\_\_\_\_

