COLLECTIVE AGREEMENT

Between

GORGE VALE GOLF CLUB

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50

November 1, 2019 – October 31, 2022

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COLLECTIVE AGREEMENT

BETWEEN THE:

GORGE VALE GOLF CLUB

(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50

(hereinafter referred to as the "Union")

OF THE SECOND PART

WHEREAS the Union has been duly certified under the Labour Relations Code of British Columbia as the bargaining authority for greenskeepers employed by the Employer, EXCEPT those excluded by Statute;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 UNION MEMBERSHIP REQUIREMENT

1.01 <u>Membership Requirement</u>

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

1.02 <u>Membership Cards</u>

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

ARTICLE 2 CHECK-OFF OF UNION DUES

2.01 Check-off

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

2.02 Remittance to the Union

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

2.03 Dues Receipts

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

ARTICLE 3 CORRESPONDENCE

3.01 <u>Correspondence</u>

All correspondence between the parties arising out of this Agreement or incidental thereto shall be mailed to the CUPE Local 50 office to the attention of the President of CUPE Local 50 from the General Manager of the Club.

ARTICLE 4 LABOUR-MANAGEMENT BARGAINING RELATIONS

4.01 Bargaining Committee

The Union shall appoint two (2) members to the Bargaining Committee. The two (2) representatives so appointed shall be the Union designates to deal with the Employer on all matters relating to this Collective Agreement, i.e. - negotiations, grievances or any other problem.

4.02 Exchange of Proposals

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

4.03 Additional Union Representation

It shall be the right of the Gorge Vale Golf Club unit of CUPE Local 50 to have the assistance of an executive officer or the CUPE representative when dealing with the Employer on related union matters, working conditions, etc.

4.04 Pay For Meetings

Any employee, while meeting with the Employer or *their* representative, shall be paid *their* regular rate of pay if such meeting is held during regular working hours.

ARTICLE 5 COMPLAINTS AND GRIEVANCE PROCEDURE

The Employer and the parties hereto shall diligently co-operate in an effort to settle complaints and grievances at the earliest possible time. There shall be no suspension of work on account of such complaints or grievances.

5.01 Complaints

An employee that has a complaint with respect to any matter concerning the interpretation, application, or operation, or any alleged violation of this Agreement shall first take the complaint up with the employee's immediate manager. Failing a satisfactory solution the complaint may be processed and dealt with as a grievance in accordance with the following procedure.

5.02 Definition of Grievance

Any disagreement and/or difference of opinion between the parties hereto concerning the interpretation, application, operation, or any alleged violation of this agreement, shall be considered a grievance.

5.03 Grievance Procedure

Notice in writing of any grievance or dispute must be given to the Employer or to the Union, as the case may be, within twenty (20) days of the occurrence. The occurrence is the earliest known date on which either the Union or employee knew, or ought reasonably to have known, of the circumstances giving rise to the grievance. The procedure for processing grievances shall be as follows:

- **Step 1** Within twenty (20) days from the date of the incident prompting the grievance, the employee(s) and or Shop Steward shall discuss the matter with their immediate manager to endeavour to settle the grievance within ten (10) days.
- **Step 2** If the grievance is not settled at Step 1, the Shop Steward shall refer the grievance to the Union who shall submit the grievance in writing, within ten (10) days, to the Employer. The Employer and the Union shall meet promptly to endeavour to settle the grievance within twenty-one (21) days.
- **<u>Step 3</u>** If the grievance is not settled at Step 2, either party may then request, in writing to the other party, within forty-five (45) days, that the grievance be submitted to arbitration as outlined in Article 6.

If neither party requests arbitration within forty-five (45) days, the matter shall be deemed to be abandoned with no further recourse.

ARTICLE 6 ARBITRATION

6.01 Appointment of Arbitrator

If such request is made, a single arbitrator shall be mutually appointed. If a mutual appointment is not made, the Minister of Labour for the Province of British Columbia shall appoint a single arbitrator. Such arbitrator shall be appointed within five (5) days after the written request for arbitration has been received.

6.02 Arbitrator Procedure

The *Arbitrator* may determine *their* own procedure but shall give full opportunity to all parties to present evidence and make representations to it.

6.03 Decision of the Arbitrator

The decision of the *arbitrator* shall be made within ten (10) days after the *arbitration concludes* and shall be final and binding on both parties.

6.04 Expenses of the Arbitrator

The parties shall jointly bear the expense of the arbitration.

ARTICLE 7 DISCHARGE, SUSPENSION AND DISCIPLINE

7.01 Discharge and Discipline Procedure

An employee may be dismissed but only for just cause and only upon the authority of the Employer as defined in this Agreement. A department head may suspend an employee but shall immediately report such action to the Employer. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of the President of the Union or *their* designate. Such employee and the President of the Union shall be advised promptly in writing by the Employer of the reason for such discipline or discharge.

7.02 Warnings

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

7.03 Crossing of Picket Lines During Strike

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

7.04 Access to Personnel File

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

ARTICLE 8 SENIORITY

8.01 Seniority Defined

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

8.02 Probation For Newly Hired Employees

(a) <u>Regular Employees</u>

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

(b) Seasonal Employees

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

8.03 Loss of Seniority

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

- (a) *They are* discharged for just cause and is not reinstated.
- (b) *They* resign in writing and does not withdraw within two (2) days.
- (c) *They* fail to return to work within four (4) working days following a layoff or general leave after receiving notice by registered mail to do so, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- (d) Seasonal and regular employees who are laid off and subsequently attend educational courses shall retain their rights of recall for one (1) calendar year, HOWEVER when they become available for work they shall not have the right to bump another employee already working.

8.04 Notice by Employee on Termination

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

ARTICLE 9 PROMOTIONS AND STAFF CHANGES

9.01 Job Postings

When a vacancy occurs, other than seasonal employment, the Employer shall within five (5) days, post notice for five (5) days so all employees will know about the vacancy and may make application therefore.

9.02 Information in Postings

Such notice shall contain the following information:

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

Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state *"this position is open to all qualified applicants without regard to gender or gender identity".*

9.03 Role of Seniority in Promotions and Transfers

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

9.04 Trial Period

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

9.05 Notification to Employee and Union

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

ARTICLE 10 LAYOFFS AND RECALLS

10.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force.

10.02 Role of Seniority in Layoffs

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

10.03 Recall Procedure

Employees shall be recalled in the order of their seniority, PROVIDED the employee has the necessary qualifications and abilities to perform the work available. Employees laid off shall be recalled firstly from the regular seniority list and lastly from the seasonal seniority list.

10.04 No New Employees

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

10.05 Advance Notice of Layoff

- (a) Unless legislation is more favourable to the employees, the Employer shall notify regular employees who are to be laid off at least two (2) weeks prior to the effective date of layoff. Seasonal employees shall receive a minimum of five (5) working days notice of a pending layoff. If the employee has not had the opportunity to work the days as provided in this Article, *they* shall be paid for the days for which work was not made available.
- (b) Where an employee has been hired for a specified period of time for a specific project of not more than six (6) weeks duration, in such cases no notice of layoff shall be necessary.

10.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be processed through the regular grievance procedure.

ARTICLE 11 HOURS OF WORK

11.01 <u>Hours</u>

(a) The working day shall consist of eight (8) hours worked within eight and one-half $(8\frac{1}{2})$ consecutive hours.

- (b) The working week shall consist of five (5) consecutive shifts of eight(8) hours each. The weekly shifts shall be:
 - Sunday to Thursday.
 - Monday to Friday.
 - Tuesday to Saturday.

During the prime golf season the most junior employee(s) may be scheduled to work:

- Thursday to Monday.
- Friday to Tuesday.
- (c) Notwithstanding 11.01 (a) and (b) Greenskeeper Temporary and Student employees may be scheduled, subject to operational needs and at the discretion of the Employer to less than five (5) shifts per working week and to shifts of less than eight (8) working hours per day.

11.02 Definition of "Week"

The week will commence at 12:01 a.m. Sunday and continue through the following Saturday at midnight.

11.03 Change of Shifts

- (a) The hours of work of permanent and seasonal employees pursuant to Article 11.01 shall be between first light and 5:00 p.m.
 HOWEVER to ensure the most efficient maintenance of the golf course, shifts outside of these hours may be scheduled by the Greens Superintendent, subject to:
 - 1. Forty-eight (48) hours notice.
 - 2. Being scheduled during daylight hours.
 - 3. Shift differential pay of one dollar (\$1.00) per hour for each hour worked after 5:00 p.m.
 - 4. Being offered in seniority order to qualified employees, so that if everyone refuses, the most junior person will be assigned the hours of work.
- (b) When the Mechanic is assigned to duties other than mechanical maintenance, *they* shall be notified the previous working day, EXCEPT in the case of an emergency.
- (c) Article 11.03 (a) 1., 2. and 3. does not apply to Greenskeeper Temporary and Student.

11.04 Rest Periods

Employees shall be entitled to two (2) half-hour breaks during each shift, one of which shall be designated as a lunch break. No employee shall be required to work during designated breaks in *their* shift.

ARTICLE 12 OVERTIME

12.01 Overtime Defined

All time before or after the working day and working week pursuant to Article 11.01 shall be considered overtime.

12.02 Overtime Rates

Overtime work shall be paid for at the rate of one and one-half $(1\frac{1}{2})$ times the regular rate of pay for the first two (2) hours worked and double time (2X) thereafter.

12.03 Voluntary Overtime

- i. All overtime shall be on a voluntary basis and offered on a seniority basis.
- ii. An exception will be made where an employee has commenced a job during *their* regular working hours but has not completed it by the end of the work day. The Employer shall be entitled to offer the unscheduled overtime work performed by the same employee if the expected time within which the job will be completed in thirty (30) minutes.

12.04 Premium Pay or Time Off

Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate, scheduled by mutual agreement. Employees who choose time off with pay will not be paid out except in extenuating circumstances by mutual agreement.

ARTICLE 13 SHIFT WORK

13.01 Split Shifts

No split shifts shall be worked.

ARTICLE 14 HOLIDAYS

14.01 Statutory Holidays

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

New Year's Day	B. C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

AND any other day proclaimed by the dominion, provincial or municipal governments.

14.02 Work on a Statutory Holiday

- (a) When an employee is required to work on a statutory holiday, such employee shall receive, in addition to *their* normal pay for that day, overtime rates pursuant to Article 12.02 and shall be guaranteed a minimum of four (4) hours work at that rate for reporting to work.
- (b) When the Employer requires an employee to work a statutory holiday, the hours will be offered in seniority order, so that if everyone refuses, the most junior qualified employee will be assigned the hours of work.

14.03 Good Friday Statutory Holiday

Seasonal employees, newly hired regular employees and employees recalled from layoff shall not be entitled to the Good Friday provision of Articles 14.01 and 14.02(a), unless they have worked at least fifteen (15) shifts in the thirty (30) calendar days prior to the statutory holidays. Such employees shall receive one and one-half $(1\frac{1}{2})$ hours pay for each hour worked, but no normal pay for the statutory holiday.

ARTICLE 15 VACATIONS

15.01 Length of Vacation

Annual vacation entitlement will be determined on the following basis:

- (a) Employees with less than twelve (12) months service:
 - Four percent (4%) of gross earnings.
- (b) Employees with twelve (12) months service but less than twenty-four (24) months service:
 - Two (2) weeks or four percent (4%) of gross earnings, whichever is greater.
- (c) Employees with twenty-four (24) months service but less than eightyfour (84) months service:
 - Three (3) weeks or six percent (6%) of gross earnings, whichever is greater.
- (d) Employees with eighty-four (84) months service but less than two hundred and four (204) months service:
 - Four (4) weeks or eight percent (8%) of gross earnings, whichever is greater.
- (e) Employees with two hundred and four (204) months or more service:
 - Five (5) weeks or ten percent (10%) of gross earnings, whichever is greater.
- (f) Employees working less than twelve (12) months per year shall receive the same entitlement as employees who work twelve (12) months per year. However, such employees shall receive a prorated portion of the entitlement.

15.02 Choice of Vacation Dates

- (a) By March 1st of each calendar year a list of vacation periods shall be drawn up by the Employer and shall only be changed by mutual agreement between the Employer and employee.
- (b) As far as possible, vacations shall be granted at times requested by the employee. In the event of conflict, seniority shall govern.
- (c) During periods when vacations are restricted, employees shall be permitted to take vacation subject to operational requirements.

15.03 Vacation Records

During the first month of each vacation year, the Employer shall advise each employee in writing of the amount of vacation entitlement available for the current year. Employees shall have the right to challenge, through the grievance procedure, any disputes regarding vacation entitlement.

15.04 Employee Vacation Pay Option

Upon reasonable notice, the Employer shall pay out accrued vacation pay on request by a regular employee who works less than eleven (11) months per year, provided that such payout shall not be made more than twice per year, inclusive of payout at time of layoff. Such payment shall be made by separate cheque.

ARTICLE 16 SICK LEAVE PROVISIONS

16.01 Sick Leave Entitlement

All regular employees shall be entitled to one (1) day sick leave per month at full pay.

Newly hired employees in their first month of employment who commence work on a day other than the first working day of the month shall receive a pro-rated entitlement for that month.

Employees shall not be credited with sick leave days during periods of layoff. Such employees shall receive a pro-rated entitlement during the month when layoff occurs if the layoff date is other than the last working day of the month. Similarly such employees shall receive a pro-rated entitlement during the month when recall occurs if the recall date is other than the first working day of the month.

16.02 Sick Leave Accumulation

Each regular employee shall be credited with the unused portion in each year of *their* sick leave credit which shall accumulate to a maximum of eighty-five (85) days.

16.03 Greenskeeper 2 Sick Leave

Upon attaining twelve (12) months seniority, an employee, classified as a Greenskeeper 2, shall become eligible for the benefits of Articles 16.01 and 16.02.

16.04 Sick Leave – Granparented

The regular employees who are listed in (c) below shall continue to enjoy the following benefits as long as employed, and shall not be eligible for Articles 16.01 and 16.02:

- (a) All regular employees shall be entitled to one and one-half $(1\frac{1}{2})$ days sick leave per month at full pay.
- (b) Each regular employee shall be credited with three-quarters (¾) of the unused portion in each year of *their* sick leave credit which shall accumulate to a maximum of eighty-five (85) days.
- (c) Mark Gignac and Bruce McConnell.

16.05 Proof of Illness

Upon request by the Employer, a medical certificate from a licensed medical practitioner in the Province of British Columbia shall be required for any illness.

16.06 Sick Leave Records

Immediately after the close of each fiscal year, the Employer shall advise each employee in writing of the amount of sick leave accumulated to *their* credit.

ARTICLE 17 LEAVE OF ABSENCE

17.01 Negotiation Pay Provision

Members of the Bargaining Committee of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

17.02 Grievance and Arbitration Pay Provisions

Members of the Bargaining Committee or any necessary witnesses of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

17.03 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and benefits. Leave of absence without pay and without loss of benefits shall be allowed employees to attend executive and committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. It is understood that not more than two (2) employees shall be away at any given time with respect to the above noted matters.

17.04 Pay During Leave of Absence for Union Work or Conventions

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

17.05 Paid Bereavement Leave

An employee shall be granted a minimum of three (3) [on Vancouver Island and four (4) elsewhere] regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death or serious illness of a parent, *spouse/partner, common law spouse/partner, sibling,* child, *parent in law, sibling in law, child in law*, grandparent, grandchild, former guardian, ward, *future spouse/betrothed* or any other relative who has been residing in the same household, or any other relative for whom an employee *has executor* responsibilities. A relative shall include a person related by marriage, adoption or common law.

17.06 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of *their* employment shall be considered as time worked at the appropriate rate of pay.

17.07 General Leave

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

ARTICLE 18 MATERNITY, PARENTAL AND ADOPTION LEAVE

Unless legislation is more favourable to the employees the length of leave shall be as outlined below:

18.01 Length of Leave

(a) <u>Birth Parent</u>

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the *birth parent* dies or is totally disabled, an employee who is the *other parent* of the child shall be entitled to both maternity and parental leave without pay.

(b) <u>Birth Parent</u>

An employee who is the *parent of their partner/spouse's newborn child* shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(c) Adoptive Parent

An employee who is the *adoptive parent* shall be entitled to up to thirty-seven (37) weeks of parental leave without pay. An employee shall take the parental leave within fifty-two (52) weeks of the date the child comes within the care and custody of the employee.

(d) Extensions – Special Circumstances

An employee shall be entitled to extend maternity leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth of because the child suffers medical complications.

An employee shall be entitled to extend the adoption leave by up to an additional five (5) consecutive weeks' leave without pay where the child, before coming into the employee's care and custody, is certified as suffering a physical, psychological or emotional condition.

18.02 Notice Requirements and Commencement of Leave

- (a) An employee who requests adoption or parental leave shall be required to provide proof of adoption or birth of the child.
- (b) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.
- (c) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases, the employee's previously scheduled leave period will not be affected.
- (d) An employee on maternity leave, adoption or parental leave shall provide two (2) weeks notice prior to the date the employee intends to return to work.
- (e) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (f) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

18.03 Return To Work

On resuming employment an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated, and for the purposes of pay increments and benefits and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

18.04 Sick Leave

- (a) An employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
- (b) An employee while on maternity leave, adoption leave or parental leave shall not be entitled to sick leave benefits during the period of the leave.

(c) Notwithstanding paragraph 18.04 (b), an employee on maternity leave, adoption leave or parental leave who has notified the Employer of their intention to return to work pursuant to Article 18.02 (d) and (e) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

18.05 Benefits

MSP, Dental, Extended Health, Group Life Insurance and Long Term Disability benefits shall continue uninterrupted during the period of time the employee is on maternity, adoption and/or parental leave and the employee shall make arrangements prior to commencing the leave to pay their share of the RRSP contribution as per Article 20.02 (c).

18.06 Seniority

Seniority shall continue to accrue to the credit of the employee taking leave under this Article.

ARTICLE 19 PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Rates

- (a) The wages to be paid by the Employer to the employees shall be those set forth in Schedule "A" attached hereto and forming part of this Agreement. Pay days shall be every second Thursday.
- (b) For the purpose of payroll calculations, the week will commence at 12.01 a.m. Sunday and continue through the following Saturday at midnight.
- (c) Payment shall be made by direct deposit to the credit of an employee's account in a savings institution.

19.02 <u>Temporary Transfer – Higher Rated Position</u>

When a senior qualified seasonal employee is appointed to replace a regular employee, *they* shall receive the regular employee's rate of pay.

19.03 Minimum Hours for Regular and Seasonal Positions

When Greenskeepers – Temporary and Student have been employed during the current calendar year, the annual hours (pursuant to Article 11.01) to be offered to regular and seasonal positions in the current calendar year shall not be less than their average of the annual hours (pursuant to Article 11.01) scheduled to be worked in the previous two (2) calendar years.

19.04 Pay on Temporary Transfer

- (a) When an employee temporarily relieves in, or performs the principal duties of a higher paying position, *they* shall receive the rate for the job. This shall apply to the following classifications:
 - 1. Mechanic.
 - 2. Foreperson.
- (b) When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, *their* rate shall not be reduced.

19.05 <u>Recovery of Debt of an Employee</u>

The Employer shall provide ten (10) working day's written notice to employees and the Union, of their intent to undertake recovery of an overpayment of wages, benefits, vacation or sick leave entitlements by the Employer.

Recovery for overpayment of wages or benefits by the Employer shall be made as mutually agreed between the Employee and Employer.

ARTICLE 20 EMPLOYEE BENEFITS

20.01 Medical, Dental and Group Life Insurance Plans

The following benefit plans shall be entered into and the costs of premiums shall be paid one hundred percent (100%) by the Employer:

- Medical Services Plan of B.C.
- Group plan covering additional medical, dental, group life insurance and long term disability.
- The Employer will pay for no benefits while an employee is on general leave.

- Student/Temporary employees do not qualify for any benefits under this section.
- Employees on seasonal layoff wishing to continue their Benefit coverage during the layoff shall be responsible for payment of the costs.

20.02 RRSP Contribution

The Employer agrees to match an employee's RRSP contribution on the following basis:

- (a) An employee with twenty-four (24) months and up to and including one hundred and nineteen (119) months service, two percent (2.0%) matching employer contribution.
- (b) An employee with one hundred and twenty (120) months service or more, three percent (3.0%) matching employer contribution.
- (c) Contributions by an employee and the Employer are based on the employee's annual earnings from the Employer. Participation by an eligible employee is optional. Once contributions have been made these are considered vested in the name of the employee, except the Employer's contribution shall only be vested in the employee's name following twenty-four (24) months of contributions.

ARTICLE 21 HEALTH AND SAFETY

21.01 Health and Safety Committee

A committee shall be established with equal representation from both parties to this Agreement and any matters referred to this committee that remains unresolved shall be submitted for a ruling by the Workers' Compensation Board.

21.02 Health and Safety Clothing, Tools and Equipment

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

21.03 Hazardous Substances

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

21.04 Pesticide Certificates

Should a pesticide certificate be required by law in the use and handling of substances used on the premises, a notice shall be posted under the requirement outlined in Article 9.02. Applicants shall be considered as outlined under Article 9.03 by a joint Management/Union committee. The Employer shall pay any expenses required by the course undertaken PROVIDING the employee completes the course successfully.

21.05 Protective Clothing

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

ARTICLE 22 HUMAN RIGHTS

22.01 Human Rights

- (1) The Employer will not:
 - (a) Refuse to employ or refuse to continue to employ a person. or;
 - (b) Discriminate against a person regarding employment or any term or condition of employment because of the 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.

- (1) 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, whether or not the plan is the subject of the contract of insurance between an insurer and an employer.
- (1) Subsection (1) does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

22.02 Sexual Harassment

- (1) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agreed to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment that may arise in the workplace.
- (2) Sexual harassment is an unwanted sexual solicitation or advance made by a person who knows or ought to know that it is unwelcome.
- (3) Sexual harassment may include, but is not limited to:
 - Engaging in a course of vexatious comment or conduct of a sexual nature that is known or reasonably to be known to be unwelcome;
 - (b) Sexual solicitation or advance or inappropriate touching or sexual assault;
 - (c) A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of the sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

22.03 Personal Harassment

(1) The Employer is committed to treating every individual with dignity and respect, providing equal opportunity and a work environment that is free from conflict and harassment. Personal harassment is generally a persistent pattern of behaviour consisting of offensive comments, bullying or actions that serve to demean, belittle or intimidate an employee or cause personal humiliation.

- (2) The Employer has a zero tolerance in matters of harassment. Proven situations may result in disciplinary action up to and including termination. The Union and the Employer will attempt to resolve the matter in a cooperative fashion. Employees should complete an incident report as set out in the Club's policy manual. If the matter cannot be resolved satisfactorily using the cooperative process, an employee who believes *they have* been harassed by another employee, manager or Club member can file a grievance and have the matter dealt with in accordance with the grievance procedure.
- (3) Harassment does not include reasonable management activities to direct and manage the workforce, including counselling, performance management and discipline.

ARTICLE 23 TECHNOLOGICAL AND OTHER CHANGES

23.01 Technological Change

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

ARTICLE 24 CLOTHING ALLOWANCE

Coveralls shall be provided according to Article 24.01 below. Laundry service shall be provided for those employees using coveralls. The parties agree upon ratification of a new Collective Agreement that a Committee shall be formed in order to deal with the appropriate method of providing said laundry service.

24.01 Clothing Allowance – All Employees

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

-	Rain wear	-	1 complete unit for each employee replacement as required		
		-	1 approved hard hat for each employee		
-	Coveralls	-	Mechanic	4 pairs	
		-	Greenskeeper	1 pair	
-	Gloves	-	All employees	2 pairs	

CUPE Local 50 & Gorge Vale Golf Club

24.02 Boot Allowance

Upon proof of purchase of CSA approved footwear, the Employer shall provide an annual boot allowance of *two hundred dollars (\$200.00)* to all regular and seasonal employees.

Employees who work less than six (6) months per year shall be entitled to a bi-annual allowance.

24.03 Footwear to be Worn

CSA approved footwear must be worn at all times.

ARTICLE 25 TERM OF AGREEMENT

25.01 Duration

This Agreement shall be binding and remain in full force and effect from the 1st day of November *2019 to the* 31st day of October *2022* and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

25.02 Negotiations

If negotiations extend beyond the anniversary date of the Agreement both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

25.03 <u>Retroactive Provisions</u>

All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

ARTICLE 26 WORK OF THE BARGAINING UNIT

26.01

In order to provide job security for the members of the bargaining unit, persons whose jobs (paid or unpaid) are not in the bargaining unit shall not do work which is performed by members of the bargaining unit, except as provided in Letter of Understanding #5.

The parties agree that this Article will not apply to the long-standing practice of using contractors for capital works projects.

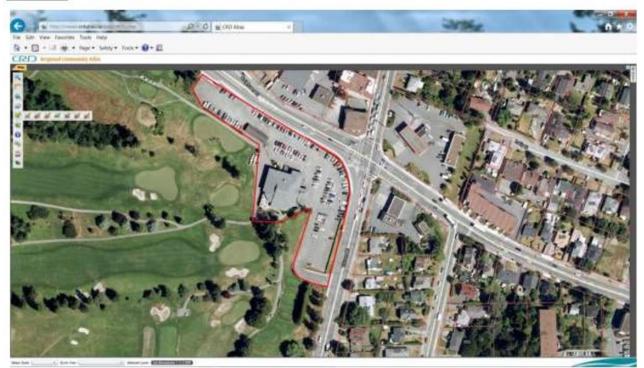
26.02 Work of the Bargaining Unit

All mechanical, grounds, greens, etc., as per past practice and the job descriptions. Maintain, repair and construct (except large capital improvements).

26.03 Excluded Work

- (a) Capital improvement projects generally, although some of the work may be assigned to the bargaining unit from time to time.
- (b) All gardens located and maintained by member volunteers.
- (c) Areas within the redline of diagram GV 2016.

GV 2016



IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on this 14th day of September, 2020, in the City of Victoria, Province of British Columbia.

SIGNED ON BEHALF OF THE] GORGE VALE GOLF CLUB]]]]]]]]	SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50
President]]]	President, CUPE Local 50
General Manager]	1 st Vice-President, CUPE Local 50
 	CUPE Local 50 Executive Member at Large, Gorge Vale Golf Club

/lc/moh/cope 491

SCHEDULE "A"

GORGE VALE GOLF CLUB

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50

RATES PER HOUR

CLASSIFICATION	Wage Increase 1.5% Nov. 1, 2018	Wage Increase 1.5% Nov. 1, 2019	Wage Increase 1.5% Nov. 1, 2020	Wage Increase 1.75% Nov. 1, 2021
Greenskeeper – Temporary and Student	\$14.86	\$15.08	\$15.31	\$15.58
Greenskeeper 2				
- First six (6) months	\$16.23	\$16.47	\$16.72	\$17.01
- After six (6) months	\$19.21	\$19.50	\$19.79	\$20.14
- After eighteen (18) months	\$21.90	\$22.23	\$22.56	\$22.96
- After forty (40) months	\$22.55	\$22.89	\$23.23	\$23.64
 After one hundred and twenty (120) months 	\$25.43	\$25.81	\$26.20	\$26.66
Greenskeeper 1	\$25.43	\$25.81	\$26.20	\$26.66
Foreperson	\$28.34	\$28.77	\$29.20	\$29.71
Mechanic	\$29.86	\$30.31	\$30.76	\$31.30

between

GORGE VALE GOLF CLUB

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50

IT IS HEREBY AGREED that the Gorge Vale Golf Club undertakes to equip, where feasible, mobile and motorized equipment to safety standards as prescribed by the Workers' Compensation Board.

FURTHER, that personnel operating or working near noisy equipment shall be provided with ear protection head sets and all employees when using spraying or working in the immediate area where chemicals are used, shall have respirators provided while such work is performed.

Where recommendations or directives are made by the Workers' Compensation Board with respect to safety and health standard improvements, such change shall be made within sixty (60) calendar days.

SIGNED at the City of Victoria in the Province of British Columbia this

14th day of September, 2020.

FOR THE GORGE VALE GOLF CLUB

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50

President

President, CUPE Local 50

General Manager

1st Vice-President, CUPE Local 50

CUPE Local 50 Executive Member at Large, Gorge Vale Golf Club

between

GORGE VALE GOLF CLUB

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50

IT IS HEREBY AGREED AND UNDERSTOOD that wherever possible, during the summer months of operation, weekend shift schedules (i.e. - Saturday and/or Sunday) will be assigned to qualified employees with the least seniority from either the regular or seasonal employment complement.

SIGNED at the City of Victoria in the Province of British Columbia this

14th day of September, 2020.

FOR THE GORGE VALE GOLF CLUB

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50

President

President, CUPE Local 50

General Manager

1st Vice-President, CUPE Local 50

CUPE Local 50 Executive Member at Large, Gorge Vale Golf Club

between

GORGE VALE GOLF CLUB

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50

Provided it does not result in a reduction of hours or layoff or continuation of layoff of bargaining unit employees;

THE PARTIES AGREE that, under direction and supervision of the Superintendent:

(a) Specific beautification work may be performed by Club member volunteers on all gardens located on the golf course:

The scope of beautification work to be determined by the Superintendent in consultation with the Shop Steward.

(b) Emergency work may be performed by Club members.

SIGNED at the City of Victoria in the Province of British Columbia this 14th day of September, 2020.

FOR THE GORGE VALE GOLF CLUB

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50

President

President, CUPE Local 50

General Manager

1st Vice-President, CUPE Local 50

CUPE Local 50 Executive Member at Large, Gorge Vale Golf Club

between

GORGE VALE GOLF CLUB

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50

IT IS HEREBY UNDERSTOOD AND AGREED THAT, with the consent of an employee who regularly works a week of Sunday through Thursday or of Tuesday through Saturday, that employee may be scheduled, and is permitted, to work a work week consisting of four (4) shifts of nine (9) hours and one (1) shift of four (4) hours. It is further agreed that overtime rates are not applicable for the purposes of this letter of understanding.

SIGNED at the City of Victoria in the Province of British Columbia this

14th day of September, 2020.

FOR THE GORGE VALE GOLF CLUB

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50

President

President, CUPE Local 50

General Manager

1st Vice-President, CUPE Local 50

CUPE Local 50 Executive Member at Large, Gorge Vale Golf Club

between

GORGE VALE GOLF CLUB

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50

IT IS HEREBY UNDERSTOOD AND AGREED THAT, Notwithstanding Article 26.01 it is recognized that one (1) Course Superintendent *and (1) Assistant Superintendent* is employed as a working superintendent(*s*) and may perform similar work to bargaining unit employees.

The intent of this agreement is not to reduce full time bargaining unit employees, their regular hours of work, or to delay the recall of any laid off bargaining unit employees. To ensure this intent the employer agrees to guarantee full time staffing levels shall not fall below the established "Core Group" as specified below.

CORE GROUP

	From	Calendar Months	From
Classification	Dec 1 to Mar 30	Apr, Oct, Nov	May 1 to Sept 30
Foreperson	1	1	1
Mechanic	1	1	1
Greenskeeper 1,2	3	4	7

SIGNED at the City of Victoria in the Province of British Columbia this

14th day of September, 2020.

FOR THE GORGE VALE GOLF CLUB

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50

President

President, CUPE Local 50

General Manager

1st Vice-President, CUPE Local 50

CUPE Local 50 Executive Member at Large, Gorge Vale Golf Club

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50

JOB DESCRIPTION

CLASSIFICATION: FOREPERSON

JOB SUMMARY: The *Foreperson* will be expected to work as a member of the crew as well as consult with the Superintendent regarding daily routine and periodic maintenance of the golf course.

- 1. Confers with and is responsible to the Superintendent.
- 2. The *Foreperson* will be expected to work as a member of the crew as well as coordinate activities with workers under supervision.

JOB CHARACTERISTICS:

- 1. Deployment of *workers* where required.
- 2. Instruction of employees where required.
- 3. Overseeing all work to satisfactory completion.
- 4. Familiarity with general maintenance of all equipment.
- 5. In the absence of the Superintendent, the *Foreperson* will assume responsibility for execution of all phases of work, and will act as the contact person between the crew and the Club or Manager.

JOB QUALIFICATIONS:

- 1. Must be experienced in all phases of golf course maintenance.
- 2. Must show initiative and leadership qualities.
- 3. Preferably have education in Turf Management.
- 4. Using *their* knowledge of the working capacity or capabilities of workers, machines and equipment, assists in establishment methods to meet work schedules.
- 5. Recommends ways to improve working methods, equipment, performance, quality of service and working conditions.
- 6. Confers with workers to resolve complaints and grievances.
- 7. Performs other assigned duties related to the above.

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50

JOB DESCRIPTION

CLASSIFICATION: MECHANIC

<u>DUTIES:</u> Under the direction of the Superintendent or *Foreperson,* to provide the following:

- 1. General mechanical duties as assigned.
- 2. Establish and maintain a preventative maintenance program to ensure that mechanical equipment is kept in good working order.
- 3. Routinely inspects all equipment and consults with each operator to schedule repairs and servicing.
- 4. Repairs to minor and major equipment.
- 5. Oil changes and regular maintenance.
- 6. Rebuild and overhaul engines.
- 7. Fabrication of parts.
- 8. Sharpening of mowers.
- 9. Orders parts from suppliers.
- 10. Shop building maintenance.
- 11. Assist the greenskeeping crew as need dictates.

JOB CHARACTERISTICS:

- 1. Researches possible new equipment purchases.
- 2. Performs testing of possible and/or new equipment.
- 3. Maintain a clean workplace.
- 4. Carry out all duties with regard to accepted safety regulations.
- 5. Maintain a co-operative working relationship with the staff, Superintendent, suppliers and *salespeople*.

JOB QUALIFICATIONS:

- 1. Possess a valid B.C. Driver's license.
- 2. Proven ability to maintain and repair all types of golf course equipment.
- 3. Ability to schedule repairs and maintenance of equipment.
- 4. Be physically able to perform all related duties.
- 5. Possess welding experience with arc and oxy/acetylene.
- 6. 4 years mechanical experience.
- 7. Knowledge of hydraulics and diesel equipment.

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50

JOB DESCRIPTION

CLASSIFICATION: GREENSKEEPER 1

<u>DUTIES:</u> Under the general direction of the Superintendent and/or *Foreperson*, to provide the following:

- 1. Operate all machines involved in course maintenance.
- 2. Provide manual labour when required.
- 3. Convey acquired knowledge to seasonal and/or part-time staff.
- 4. Clean work areas, equipment and tools.
- 5. Carry out other related duties.

JOB CHARACTERISTICS:

- 1. Be familiar with general maintenance and care of all equipment.
- 2. Be familiar with routine and periodic procedures for proper course maintenance.
- 3. Report promptly to the Mechanic or Supervisor any mechanical failure or body damage to vehicles, equipment or tools.
- 4. Perform duties in compliance with safety regulations.
- 5. Not required to supervise other employees.

JOB QUALIFICATIONS:

- 1. Previous related experience in all phases of course maintenance.
- 2. A good knowledge about tools, equipment and materials used in golf course maintenance and construction.
- 3. Effective communication.
- 4. A demonstrated ability to exhibit initiative and responsibility on the job.
- 5. Physical ability to perform all related duties in a variety of working conditions, specifically adverse weather.

DESIRED QUALIFICATIONS:

- 1. Education in "Turf Management".
- 2. Possess a valid B.C. Driver's license.
- 3. Understand the game of golf to be able to relate the work to the game.

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50

JOB DESCRIPTION

CLASSIFICATION: GREENSKEEPER 2

<u>DUTIES:</u> Under the general direction of the Superintendent and/or *Foreperson*, to provide the following:

- 1. Operate all machines involved in course maintenance.
- 2. Provide manual labour when required.
- 3. Convey acquired knowledge to part-time staff.
- 4. Clean work areas, equipment and tools.
- 5. Carry out other related duties.

JOB CHARACTERISTICS:

- 1. Be familiar with general maintenance and care of equipment.
- 2. Be familiar with routine and periodic procedures for proper course maintenance.
- 3. Report promptly to the Mechanic or Supervisor any mechanical failure or body damage to vehicles, equipment or tools.
- 4. Perform duties in compliance with safety regulations.
- 5. Not required to supervise other employees.

JOB QUALIFICATIONS:

- 1. Previous related experience in course maintenance.
- 2. A good knowledge about tools, equipment and materials used in golf course maintenance and construction.
- 3. Effective communication.
- 4. A demonstrated ability to exhibit initiative and responsibility on the job.
- 5. Physical ability to perform all related duties in a variety of working conditions, specifically adverse weather.

DESIRED QUALIFICATIONS:

- 1. Possess a valid B.C. Driver's license.
- 2. Understand the game of golf to be able to relate the work to the game.

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50

JOB DESCRIPTION

CLASSIFICATION: GREENSKEEPER – TEMPORARY AND STUDENT

DUTIES: Responsible to the Superintendent, under direction of the *Foreperson* to perform the following:

- 1. Weeding, hand irrigation, raking, shovelling and cleaning up of the grounds.
- 2. Operate basic hand-held equipment, excluding grooming equipment. This shall include lawnmowers (i.e. push rotaries), weed eaters, spreaders, trimmers, sod cutters and push blowers, and the equipment necessary to transport such equipment. The use of such equipment is limited to areas other than tees, greens and fairways.
- 3. Clean work areas, equipment and tools.
- 4. Perform other related duties.

JOB CHARACTERISTICS:

- 1. The above duties are to be carried out in order to supplement those ordinarily performed by "Greenskeepers 1 and 2".
- 2. Report promptly to the Mechanic or Supervisor any mechanical failures or body damage to vehicles, equipment and tools.
- 3. Perform duties in compliance with safety regulations.
- 4. The term of appointment shall not exceed eleven (11) consecutive weeks.

JOB QUALIFICATIONS:

- 1. Must be physically able to perform all related duties in a variety of working conditions, specifically adverse weather.
- 2. Ability to maintain a co-operative working relationship with other workers, supervisors and the public.

DESIRED QUALIFICATIONS:

- 1. Possess a valid B.C. Driver's license.
- 2. Possess experience in similar field/work.