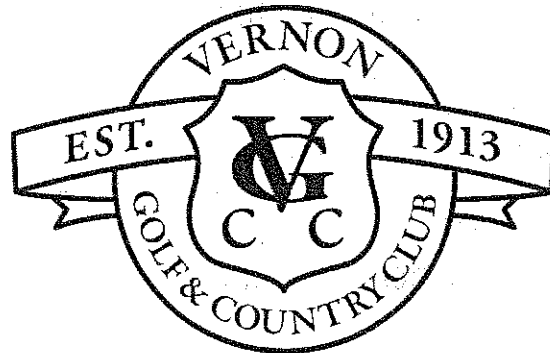
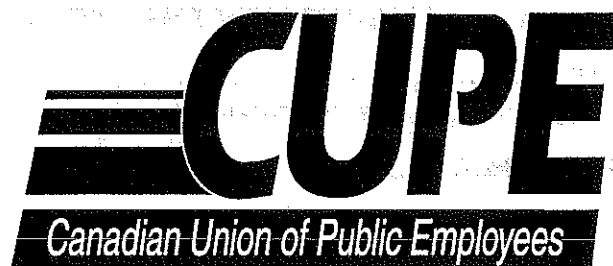


**COLLECTIVE AGREEMENT
BETWEEN
VERNON GOLF AND COUNTRY CLUB**



**AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO 626
(VERNON CIVIC EMPLOYEES' UNION)**



NOVEMBER 1, 2015 – OCTOBER 31, 2019

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AGREEMENT BETWEEN:

VERNON GOLF AND COUNTRY CLUB
(hereinafter called the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 626,
(VERNON CIVIC EMPLOYEES' UNION)**

Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress
(hereinafter called the "Union")

ARTICLE 1 PREAMBLE

1.01 Maintain Relations

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

ARTICLE 2 RIGHTS OF MANAGEMENT

2.01 Rights of Management

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

2.02 Assignment of Work

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

ARTICLE 3 UNION RECOGNITION AND BARGAINING UNIT

3.01 Bargaining Unit

- a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees covered by Schedule "A" of this Agreement and hereby consents and agrees to confer and/or negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Employer and the Union.
- b) Bargaining unit work does not include "inside" work except by mutual agreement of the parties.
- c) This collective agreement contains some entitlements which are not applicable to students and/or grant workers as noted.

3.02 Work of the Bargaining Unit

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

3.03 Contracting Out

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

3.04 Application

- a) Employees whose jobs are not covered by Schedule "A" of this Agreement are hereby excluded from the terms and conditions of this Agreement.
- b) If, upon application to the Labour Relations Board by either the Union or the Employer, the said Board rules that any person, whose job classification is not included in Schedule "A", is an employee within the meaning of the *Labour Relations Code* and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of Article 22 of this Agreement shall apply thereto.

3.05 Employee Categories

- a) **Probationary Employee:**
An employee who has not completed the probationary period as set out in Article 14.02. Such employees are not entitled to the provisions of Articles 24 and 25.
- b) **Regular Outside Employee:**
An employee who has completed the probationary period.

c) **Student:**

A person employed by the Employer for remuneration who is attending school, college or university and who intends to return to school, college or university in the subsequent academic year. A Student shall not acquire seniority. Hours of work will be in accordance with the Employer's requirements.

d) **Grant Workers:**

All "Grant Workers" will be considered "employees" insofar as the Employer is concerned. The rate of pay for Grant Workers will be the amount mutually agreed by the Parties. Grant Workers cannot displace regular outside employees. Grant Workers will not acquire seniority.

Grant Workers normally perform project work. In instances where a Grant Worker performs all the job functions of a regular outside employee on the same site, then he/she will receive the classification rate. Should the Parties fail to agree on the amount to be paid to Grant Workers at any time, the following procedures shall be followed to finally determine such amount or rate of pay:

- 1) So as not to delay any project, the Employer may hire Grant Workers and pay them the amount or rate, as determined by the Employer;
- 2) The dispute shall be referred to the Union's Representative and the Employer's Representative for resolve. If they are unable to resolve the matter, they shall refer the dispute to any arbitrator of their choice for resolution. Such resolution of the arbitrator shall be binding on the Parties. Should the Parties' Representatives fail to agree on a mutually acceptable arbitrator, the Minister of Labour may appoint an arbitrator.
- 3) The decision/award of the arbitrator or of the Parties' Representatives shall be retroactive to the date of hiring of the Grant Workers.

It will not be the intention of the Employer to hire Grant Workers and Students to replace regular employees.

e) **Relief Employee:**

A person who is employed for a specified period of time to fill a position which is available due to the absence of an employee through illness, accident, vacation, or approved leave of absence.

Any position occupied by a relief employee shall be assumed by the person normally holding the position upon their return from leave. None of the provisions of the Agreement, other than wage rates, Union Dues deductions, and access to the grievance procedure, shall apply to relief employees.

f) **Part-Time Employee:**

Any employee hired on a regular basis and who regularly works less than twenty-five (25) hours per week.

ARTICLE 4 NO DISCRIMINATION

4.01 No Discrimination

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

4.02 Singular or the Masculine

Wherever the singular or the masculine is used in this Agreement, it shall be considered as if the plural or the feminine has been used where the context of the party or parties hereto so require.

4.03 Environment Free From All Harassment

The Employer and the Union recognize the right of employees to work in an environment free from all harassment, and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of harassment which may arise in the workplace. Any grievance procedure will commence at Step 1 as outlined in Article 11.03.

ARTICLE 5 UNION SECURITY

5.01 Maintenance of Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of his/her employment, apply for and maintain his/her membership in the Union as a condition of employment.

ARTICLE 6 CHECKOFF OF UNION DUES

6.01 Checkoff

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

6.02 Union Dues

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

6.03 Initiation Fee

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

6.04 Deductions

Deductions shall be made from the payroll on a bi-weekly basis and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of names of all employees from whose wages the deductions have been made. Upon request from the Union, the Employer will supply contact information of all employees from whose wages the foregoing deductions have been made.

ARTICLE 7 EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

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

7.02 Revised Copies of the Collective Agreement

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

ARTICLE 8 CORRESPONDENCE

8.01 Correspondence

Correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall pass to and from the Vernon Golf and Country Club General Manager or person holding an equivalent position and the Secretary of the Union.

ARTICLE 9 LABOUR MANAGEMENT RELATIONS

9.01 Representation

- a) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, union stewards and authorized committee members. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- b) The Union may appoint one (1) Steward and an alternate Steward to act in the absence of the Steward.

9.02 Labour Management Relations Committee

A Labour-Management Relations Committee shall be appointed and consist of not more than two (2) representative of the Employer, as appointee of the Employer, and not more than two (2) member of the Union, as appointee of the Union, typically the Unit Chair and Shop Steward.

9.03 Function of Labour-Management Relations Committee

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

9.04 Meetings of Committee

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

9.05 Time Off for Meetings

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

9.06 Collective Bargaining

Where permission has been granted to an employee who is a representative of the Union to leave his/her employment to carry on collective bargaining with the Employer with respect to the renewal of this Agreement, he/she shall suffer no loss of pay whilst acting in such capacity. The parties may schedule such bargaining in non-work hours.

9.07 Representatives of Canadian Union of Public Employees

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

ARTICLE 10 RULES AND REGULATIONS

10.01 Copies to be Posted

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

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 Permission to Leave Work

The Union Steward (or his/her alternate) shall be permitted time off to handle grievances without loss of pay, provided he/she has first sought and obtained permission from his/her immediate supervisor to absent himself/herself from his/her regular duties for that purpose, which permission shall not be unreasonably withheld.

11.02 Definition of Grievance

"Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. "Party", as used in Articles 12 and 13 of this Agreement, shall mean the Union and it shall also mean the Employer to this Agreement. All grievances shall be finally and conclusively settled in the manner set out in this Article without slow down or stoppage of work.

11.03 Settling of Grievances

Step 1:

The employee concerned, in person, with his Union Steward in attendance, shall first seek to settle the grievance with the immediate foreman or person holding an equivalent position, within seven (7) days from the time the grievance became known to the grievor or the Union in the case of a policy grievance.

Step 2:

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

Step 3:

If a satisfactory settlement is not reached within seven (7) days after the meeting under Step 2, the Union may refer the grievance to a Board of Arbitration as set out in Article 11.04 and Article 12.

11.04 Deemed to be Abandoned

If a satisfactory settlement is not reached after the grievance was submitted to the final step of the grievance procedure, the Union shall notify the Employer within thirty (30) days of its intention to proceed to Arbitration and name its nominee to the Arbitration panel. In the event that the Union does not notify the Employer that it will proceed to Arbitration within the prescribed time limit of thirty (30) days, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.

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

11.05 Policy Grievance

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

11.06 Replies in Writing

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

11.07 Employee May Discuss His/Her Own Personal Problem

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

11.08 Amending of Time Limits

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

ARTICLE 12 ARBITRATION

12.01 Arbitration

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Vince Ready, Stephen Kelleher, or a substitute agreed to by the parties, shall at the request of either party:

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

12.02 Witnesses

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

ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Warnings

Whenever the Employer deems it necessary to censure an employee in writing in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within seven (7) days thereafter, give written particulars of such censure to the employee involved, with copy thereof to the Secretary of the Union.

13.02 Procedure Upon Discharge or Suspension

- a) Discharge or suspension of a regular outside employee shall be for proper cause.
- b) Discharge or suspension of probationary employees shall be the test of suitability for continued employment.

13.03 Picket Lines

Proper cause shall not include the refusal of an employee to cross a picket line maintained at the premises of the Employer by other employees of the Employer who are engaged in a legal strike.

13.04 Notification in Writing

When an employee is discharged or suspended he/she shall be given the reason therefore in writing within twenty-four (24) hours of such suspension or discharge.

13.05 Special Grievance

A claim by an employee that he/she has been discharged or suspended for other than proper cause shall be treated as a special grievance and may be submitted directly under Step 2 of Article 11.03.

13.06 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been suspended or discharged for other than proper cause, such employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

13.07 Access to Personnel Files

The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Administrator. To obtain access to his/her personnel file, the said employee will forward the appropriate request in writing to the Administrator, who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become part of the file.

ARTICLE 14 SENIORITY

14.01 Seniority Defined

Seniority for regular outside employees and part time employees shall be measured by length of service in the employ of the Employer and, except as provided in Article 14.05, shall operate on a bargaining unit-wide basis. Grant Workers, Relief and Student employees shall not accrue seniority.

14.02 Probationary Employees

New regular outside employees shall be considered to be probationary employees until they have been continuously employed for three (3) months, and during such probationary period they shall not be entitled to seniority. At the end of such probationary period, an employee shall be entered on the appropriate seniority list as of his/her original date of employment.

14.03 Seniority Lists

The Employer shall prepare and keep up to date a seniority list of all employees who have qualified for seniority, and a copy of such list, as it may be revised from time to time, shall at all times be kept posted on the bulletin boards.

14.04

Loss of Seniority

- a) Except as provided in Subsection (b), an employee shall not lose his seniority if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) An employee shall lose his seniority in the event he/she:
 - i) is discharged for proper cause;
 - ii) resigns;
 - iii) is absent from work in excess of five (5) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
 - iv) fails to return to work following a layoff, within the period prescribed in Article 16.05, unless unable to do so because of sickness, or other cause acceptable to the Employer;
 - v) is laid off for a period longer than one (1) year.
- c) When an employee loses seniority, the right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and the right to seniority and other benefits based upon his/her length of service with the Employer shall be calculated from the date of re-employment.

14.05

Retention of Seniority, Non-Bargaining Unit Positions

Employees promoted or transferred to supervisory or other positions not subject to this Agreement shall retain their seniority in the bargaining unit only for the duration of any trial/probation period in the new position; nevertheless, for a period not exceeding six (6) months, at which time he/she shall forfeit his/her seniority in the bargaining unit.

ARTICLE 15 PROMOTIONS AND TRANSFERS

15.01

Seniority to Apply

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

15.02

Job Posting

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

15.03 Posting Timeline

Posting shall be for one (1) week after which the position will be filled according to Article 15.01. Transfers of successful applicants will be made as soon as practical.

15.04 Filling of Vacancies on a Temporary Basis

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

15.05 Employee to be on Probation

When a job vacancy or new position is filled on a permanent basis, the employee concerned shall be on trial period for three (3) months. At the conclusion of such three (3) month trial period (or sooner if it should become apparent that the employee cannot successfully complete the trial period), the Employer shall review the service of the employee whilst on the job. If such service has proven satisfactory the Employer shall confirm the employee in the job. If the employee's service is not deemed to be satisfactory, the Employer may extend the probationary period for not more than one (1) additional month, or shall return the employee to his/her former job, or shall place him on other work consistent with his qualifications, skill, knowledge and ability to efficiently fulfil the job requirements, in which case the employee shall be paid not less than the rate of pay he was in receipt of when last employed on his former job. If such service has proven satisfactory the Employer shall confirm the employee in the job.

15.06 Long Service Employees

Employees who have given long and faithful service in the employ of the Employer and who have become unable to handle their regular job, will be given preference for such work as is suitable and available.

15.07 Employee Intent

If any employee indicates to his/her supervisor in writing, prior to going on vacation or leave of absence, his intent to apply for an anticipated job posting, he/she will be considered for such opening.

ARTICLE 16 LAYOFFS AND RECALLS

16.01 Layoffs

The Employer shall notify regular outside employees with seniority rights who are to be laid off, five (5) working days before layoff is to be effective. The provisions of this clause shall not apply due to a temporary suspension of work as a result of inclement weather or emergency conditions beyond the control of the Employer.

16.02**Layoff Order**

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

16.03**Responsibility of Employee**

For purposes of recall it shall be the responsibility of a laid off regular outside employee to keep the Employer informed of his current contact information at which he may be contacted.

16.04**Recalls**

Regular outside and part time employees who have completed the probationary period and are laid off due to lack of work, shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

16.05**Return to Work**

Such employees shall return to work within five (5) working days (or such longer period as may be mutually agreed upon) after recall notice has been received.

16.06**Emergent or Short Term Work**

When emergent or short term work of less than five (5) working days occurs, the Employer may recall employees out of order of seniority and the provisions of Article 16.05 shall not apply.

ARTICLE 17**HOURS OF WORK****17.01****Hours of Work**

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

17.02**Overtime**

Overtime shall be as per Schedule "B".

17.03**Call Outs**

Call outs shall be as per Schedule "B".

17.04**Standby**

Standby shall be as per Schedule "B".

17.05**Rest Periods**

Employees shall be permitted a paid fifteen (15) minute rest period in the first (1st) half (1/2) of the work day and a second (2nd) such rest period in the second (2nd) half (1/2) of the work day. Such breaks to be scheduled to interfere as little as possible with efficient operations. However, such breaks may be scheduled otherwise upon mutual agreement between the Employer and the employees.

17.06 Reporting For Work

An employee reporting for work on his/her regular shift shall be paid his/her regular rate of pay for all hours worked, with a minimum of two (2) hours' pay if he/she does not commence work and a minimum of four (4) hours' pay if he/she does commence work. Students and grant workers will be paid actual time worked or a minimum of two (2) hours.

ARTICLE 18 STATUTORY HOLIDAYS

18.01 Statutory Holidays Listed

The Employer will observe the following as paid statutory holidays:

New Years Day	Canada Day	Remembrance Day
Family Day	British Columbia Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

and any other day declared or proclaimed a statutory or public holiday by the Employer or by the Province of British Columbia or the Government of Canada.

18.02 Substituted Day

If by law, declaration or proclamation another day is substituted for the observance of a statutory holiday listed in Article 18.01, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

18.03 When Holiday Falls on Non-Working Day

If a statutory or public holiday falls on a non-working day, the Employer may declare that the working day immediately preceding the holiday or the working day immediately following the holiday shall be observed in lieu of the said holiday.

18.04 When Holiday Falls on Non-Working Day for an Employee

Subject to the provisions of Article 18.07, should a statutory or public holiday be observed on a day that is a non-working day for an employee, such employee shall be given a holiday with pay at some other time not later than his next annual vacation, or the termination of his employment, whichever first (1st) occurs.

18.05 Payment for Statutory Holidays

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

18.06 Working on a Statutory Holiday

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

Alternatively, the employee may take a day off with normal pay at a mutually agreeable time in the future rather than receiving his/her normal pay for that day.

18.07 Requirement for Statutory Holiday Pay

No employee shall receive holiday pay for a statutory or public holiday unless he/she has been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday. A layoff not exceeding five (5) calendar days shall not be deemed to be a break in service for the purpose of this Article.

18.08 Holiday Occurring During Annual Vacation

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

18.09 While on Layoff

No employee is entitled to Statutory Holiday Pay for any such holiday which occurs while the employee is on layoff, except in those situations contemplated by the provisions of Article 18.07.

ARTICLE 19 ANNUAL VACATIONS

19.01 Definition of Vacation Year

The term "vacation year", as used in this Agreement, shall mean the twelve (12) month period running from January 1st to December 31st of the previous calendar year. Time off shall normally be observed during periods of layoff.

19.02 New Employees

New employees shall be entitled to annual vacation pay calculated at four percent (4%).

19.03 Anniversary Date

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

19.04 Employee With One (1) Year Of Service

An employee who has completed one (1) year of service shall be entitled to vacation pay of four percent (4%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

19.05 Employee With Four (4) Years Of Service

An employee who has completed four (4) years of service but less than ten (10) years of service shall be entitled to vacation pay of six percent (6%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

19.06 Employee With Ten (10) Years Of Service

An employee who has completed ten (10) but less than twenty (20) years of service, shall be entitled to vacation pay of eight percent (8%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

19.07 Employee With Twenty (20) Years Of Service

An employee who has completed twenty (20) years of service or more, shall be entitled to vacation pay of ten percent (10%). Payment for such vacation shall be calculated bi-weekly on each pay cheque.

19.08 Lieu Time

Overtime shall normally be paid unless mutually agreed upon. When such overtime is to be taken as time off in lieu, such time will only be taken by mutual agreement and is subject to the Employer's operational requirements. Otherwise, employees will take any lieu time during the off season.

ARTICLE 20 LEAVE OF ABSENCE

20.01 Leave of Absence Without Pay

The Employer shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient reason, provided the employee's request is in writing, and that the granting of such leave shall be subject to the Employer's approval.

20.02 Leave for Union and Other Purposes

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

20.03 Conventions

In addition to the leaves allowed under Article 20.02, at the request of the Union, and by mutual agreement between the parties, leave of absence without pay will be granted to employees to attend conventions or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated.

20.04

Bereavement Leave

In the event of a death in the immediate family of an employee, the Employer shall grant him a maximum of three (3) days of absence with pay. One (1) additional paid day of leave may be granted where the employee travels outside the Province to attend the funeral. "Immediate family" shall mean: spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, common-law-spouse, step-parents, step-children, foster children and foster parents.

Two (2) additional days for death of father, mother, spouse, son or daughter. One half (½) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of his Supervisor.

20.05

Maternity Leave

- a) A regular outside employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.
- b) Regardless of the date of commencement of the leave of absence taken under (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- c) A request for a shorter period under (b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under (a), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- e) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one (1) or more certificates but not exceeding a total of six (6) consecutive weeks.

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

An Employer may require an employee to commence a leave of absence under 20.05 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

g) **Employment Deemed Continuous**

The services of an employee who is absent from work in accordance with Article 20.05 shall be considered continuous for the purpose of this Agreement and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- i) the Employer pays the total cost of the plan, or
- ii) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and the employee.

h) **Reinstatement**

i) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 20.05 shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

ii) Where the Employer has suspended or discontinued operations during the leave of absence granted under Article 20.05 and has not resumed operation on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Collective Agreement, comply with Article 20.05 (h) (i).

i) **Prohibition**

i) The Employer shall not:

- terminate an employee, or
- change a condition of employment of an employee without the employee's written consent because of an absence authorized under Article 20.05 or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under Article 20.05.

ii) The burden of proving that:

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

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

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

20.06 Jury Duty or Court Witness

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

ARTICLE 21 WAGES, SALARIES AND APPLICABLE PROVISIONS

21.01 Wage and Salary Rates

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

21.02 Schedule "A" subject to Cost of Living (CPI) Increase

- a) In order to protect the living standards of the members of the bargaining unit, the Employer agrees to increase the rates in Schedule "A" on an annual basis, by one (1%) percent for each one (1%) per cent or fraction of one (1%) percent increase in the all items in Consumer Price Index (CPI) for British Columbia, Canada for the commencement date of the Agreement.
- b) Such increases shall be calculated by taking the current hourly wage, multiplying it by the current CPI and dividing by the previous years' CPI.
- c) Such increase will be paid commencing the first (1st) pay period following the announcement of such percent increase in the Consumer Price Index for the province of British Columbia in November for the previous twelve (12) months (November 1st of previous year to October 31st of the current year).
- d) Regardless of fluctuations which occur to the Consumer Price Index (CPI), the Employer agrees that all salaries of classifications in Schedule "A" will be increased by a minimum of one (1%) percent annually. Fluctuations which exceed this minimum will be paid at the established rate as duly noted above.
- e) If Statistics Canada changes its basis for calculation of the CPI such changes shall be converted to provide the same benefits as herein provided.
- f) Upon completion of each adjustment of Schedule "A" the Employer will provide a copy of the new schedule to the Secretary of the Union.

21.03 Promotions and Temporary Assignments

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

21.04 No Pyramiding

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

21.05 Boot and Clothing Allowance

The Employer shall reimburse employees required to wear safety boots or shoes up to one hundred and sixty dollars (\$160.00) annually toward the purchase of same upon presentation of a receipt.

Safety boots must be purchased by June 30th of each year to obtain reimbursement. Exceptions may be made in special circumstances where purchase could not be made in timely manner.

The Employer shall provide employees with gloves, coveralls, and reimburse employees up to seventy-five (\$75.00) dollars every two (2) years for quality raingear as long as proof of purchase is provided. The Employer will also reimburse employees up to seventy (\$70.00) dollars, on an annual basis, for the purchase of two (2) pairs of pants and/or shorts. In addition, all regular outside employees will be supplied annually with two (2) golf shirts, with the employee being encouraged to buy at least one (1) additional golf shirt annually. Students, Grant Workers, and Relief employees will also be supplied with golf shirts and/or shorts as above, if it is anticipated that they are to be on staff in excess of a three (3) month period. Employees are required to launder their uniforms as required, and to keep them in good repair.

21.07 Custom Hearing Protection

Custom Hearing Protection – seventy-five dollars (\$75) every three (3) years upon presentation of a paid receipt.

ARTICLE 22 NEW OR CHANGED CLASSIFICATIONS

22.01 New Classifications

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

22.02 Changed Classification

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

22.03 Abandonment

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

22.04 Extension of Time Limits

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

ARTICLE 23 BULLETIN BOARDS

23.01 Union Notices

Union notices may be posted on designated bulletin boards.

ARTICLE 24 HEALTH & WELFARE BENEFITS

24.01 Benefits

Regular Groundskeeper II, Groundskeeper III, Groundskeeper III/Irrigation, Groundskeeper Gardener and Groundskeeper Mechanic employees who have attained his/her seniority status shall be eligible to enrol in the following Health and Welfare plans at his/her option, subject to carrier approval:

i) **Medical Services Plan:**

The premium costs will be shared with the Employer paying seventy (70%) percent of premium and the employee paying thirty (30%) percent of the premium.

Effective November 1, 2018, the premium costs will be shared with the Employer paying seventy-five (75%) percent of premium and the employee paying twenty-five (25%) percent of the premium.

ii) **Life Insurance and Accidental Death and Dismemberment** to a Maximum of fifty thousand (\$50,000.00) dollars.

The premium costs will be shared with the Employer paying seventy (70%) percent of premium and the employee paying thirty (30%) percent of the premium.

Effective November 1, 2018, the premium costs will be shared with the Employer paying seventy-five (75%) percent of premium and the employee paying twenty-five (25%) percent of the premium.

iii) **Dental Plan "A"** – eighty (80%) percent Basic coverage.

The premium costs will be shared with the Employer paying seventy (70%) percent of premium and the employee paying thirty (30%) percent of the premium.

Effective November 1, 2018, the premium costs will be shared with the Employer paying seventy-five (75%) percent of premium and the employee paying twenty-five (25%) percent of the premium.

iv) **Extended Health Plan** - the Employer agrees to provide an Extended Health Plan which will include a drug plan, semi-private hospital coverage, emergency out-of-country coverage, vision care – two hundred fifty (\$250.00) dollars every twenty-four (24) months.

The premium costs will be shared with the Employer paying seventy (70%) percent of premium and the employee paying thirty (30%) percent of the premium.

Effective November 1, 2018, the premium costs will be shared with the Employer paying seventy-five (75%) percent of premium and the employee paying twenty-five (25%) percent of the premium.

- v) **LTD Insurance** - the Employer will provide Long Term Disability Insurance with the terms and conditions as per the existing Vernon Golf and Country Club LTD Plan with premium costs being paid by the employee.
- vi) During winter shutdown period, the Employer agrees to pay fifty (50%) percent of the premium costs for enrolled employees covered by i), ii), iii), and iv) above.

ARTICLE 25 GROUP RRSP PLAN

25.01 Group RRSP

The Employer agrees to enrol employees who wish to participate into a group RRSP. For those who enrol the following will apply:

For the term of this Agreement, the Employer will contribute three point five percent (3.5%) of the employee's total earnings if the employee contributes a minimum of three point five percent (3.5%).

Total earnings shall include overtime; deductions and contribution to the RRSP will be made bi-weekly.

ARTICLE 26 GENERAL

26.01 Insurance Deductible

The Employer agrees to pay the insurance deductible to employees requiring vehicle glass replacement, glass repair or auto body damage, to a maximum of three hundred (\$300.00) dollars, as a result of founded golf ball damage while parking at the Vernon Golf Course during working hours and notification of the incident must be reported within twenty-four (24) hours to the Superintendent or his Designate.

ARTICLE 27 TERM OF AGREEMENT

27.01 Dates of the Agreement

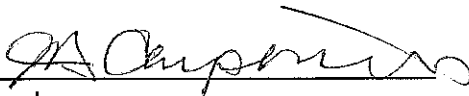
This Agreement shall take effect from November 1, 2015 and shall remain in effect until October 31, 2019, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either party to the other party in accordance with the provisions of the *Labour Relations Code*. Within ten (10) days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations, this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 19th day of May, 2016.

ON BEHALF OF:

VERNON GOLF AND COUNTRY CLUB

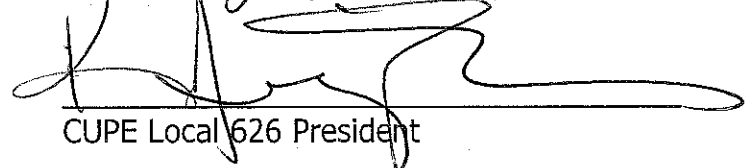

General Manager


President

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 626 (VERNON CIVIC EMPLOYEES UNION)


CUPE National Representative


CUPE Local 626 President


CUPE Local 626 Unit Chair

SCHEDULE A

Wage Grid

CLASSIFICATION	NOVEMBER 1, 2014	NOVEMBER 1, 2015 1.34% CPI & 0.66% INCREASE
Groundskeeper / Mechanic	\$26.98	\$27.52
Groundskeeper III / Irrigation	\$22.13	\$22.57
Groundskeeper III	\$20.19	\$20.59
Groundskeeper II	\$18.47	\$18.84
Groundskeeper I	\$15.27	\$15.58
Groundskeeper / Gardener	\$19.63	\$20.02
Labourer	\$11.83	\$12.07

The Superintendent will designate an employee to perform leadhand duties if he/she intends to be absent for one (1) day or more. Such designate will be paid two dollars (\$2.00) per hour more in addition to his/her regular rate.

The maximum number of positions in each category will be:

Groundskeeper III Four (4) ** including Groundskeeper / Irrigation
 Groundskeeper II Four (4)
 Groundskeeper I Unlimited
 Labourer / Student Unlimited

For wage increases after November 1, 2015 refer back to Article 21.02 d).

SCHEDULE "B"

Shift Schedules, Overtime, Callouts and Standby

SHIFT SCHEDULE

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

OVERTIME, CALLOUTS AND STANDBY

- 1) All time worked outside the scheduled hours, shall be deemed to be overtime.
- 2) Overtime shall be paid at a rate of time and one-half (1½x) for the first two (2) hours and double (2x) time thereafter.
- 3) All time worked on an employee's day of rest shall be paid at time and one-half (1½x).
- 4) All time worked by an employee on Statutory Holidays shall be paid at time and one-half (1½x) plus payment for the Statutory Holiday.
- 5) Any employee required by management to be on Standby shall be paid two (2) hours at regular time for such days they are required to standby.
- 6) Any employee on an approved callout by management after their normal hours or on their day of rest shall be paid a minimum of two (2) hours at time and one-half (1½x).

DISPUTE RESOLVE PROCEDURE

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

LETTER OF UNDERSTANDING #1

BETWEEN

VERNON GOLF AND COUNTRY CLUB

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626
(VERNON CIVIC EMPLOYEES' UNION)

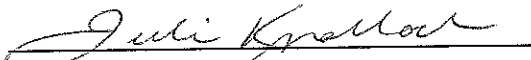
RE: Medical Placement


In instances where an Employee is partially disabled through sickness or accident the parties agree to discuss alternative employment placement.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *19th* day of *May*, 2016.

ON BEHALF OF:


VERNON GOLF AND COUNTRY CLUB

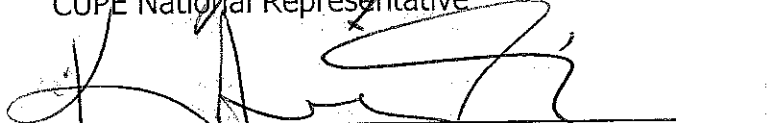

General Manager


President

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 626 (VERNON CIVIC EMPLOYEES UNION)


CUPE National Representative


CUPE Local 626 President


CUPE Local 626 Unit Chair

Renewed October 24, 1991
Renewed January 19, 1995
Renewed March 19, 1998
Renewed January 30, 2002
Renewed December 7, 2010
Renewed April 5, 2016

LETTER OF UNDERSTANDING #2

BETWEEN

VERNON GOLF AND COUNTRY CLUB

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626
(VERNON CIVIC EMPLOYEES' UNION)

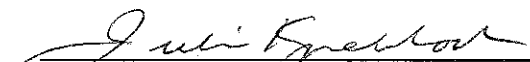
RE: Paid Time-Off in Lieu of Worked Overtime

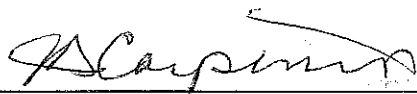
Subject to the Employers operational requirements, employees may consider paid time-off in lieu of worked overtime. Time-off will only be taken upon mutual agreement between the employee and his/her Supervisor, provided that any unused banked time will be paid out once yearly at a time to be determined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

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *19th* day of *May*, 2016.

ON BEHALF OF:

VERNON GOLF AND COUNTRY CLUB

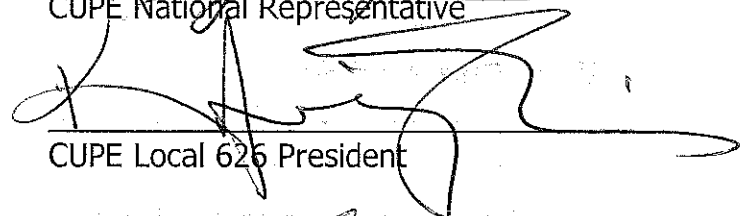

General Manager


President

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 626 (VERNON CIVIC EMPLOYEES UNION)


CUPE National Representative


CUPE Local 626 President


CUPE Local 626 Unit Chair

Date: October 24, 1991
Renewed: January 19, 1995
Renewed January 30, 2002
Renewed December 7, 2010
Renewed April 5, 2016

LETTER OF UNDERSTANDING #3

BETWEEN

VERNON GOLF AND COUNTRY CLUB

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626
(VERNON CIVIC EMPLOYEES' UNION)

RE: Conditions and Exceptions to the Collective Agreement

The parties to this Letter agree that the following conditions and exceptions apply to the Collective Agreement:

1) **Working Superintendent**

The practice of Working Superintendent will continue. The Employer agrees the Superintendent will not perform any bargaining unit work that may reduce the hours of work of any regular outside member or members of the Bargaining Unit. The condition does not apply during the winter shutdown period.

2) **Club House Repair**

Club house repair work will not normally be done by members of the bargaining unit except by mutual agreement.

3) **Employee Playing Privileges**

The employee and spouse will be provided with playing privileges at non-peak playing times, unless mutually agreed otherwise. After twenty (20) years of service, and retirement, the employee will receive a non-transferable certificate waiving initiation fees, in force at the time, should the employee wish to become a full member of the Club.

4) **Work During off Season**

The parties agree that the building of greens or the construction of buildings will not normally be done by members of the bargaining unit except by mutual agreement.

5) **Rest Periods and Extended Shifts**

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

6) **Benefits**

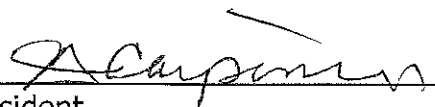
A regular outside employee may opt out of any of the benefits listed in Article 24, subject to carrier approval.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *19th* day of *May*, 2016.

ON BEHALF OF:

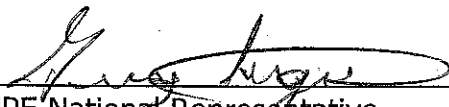
VERNON GOLF AND COUNTRY CLUB

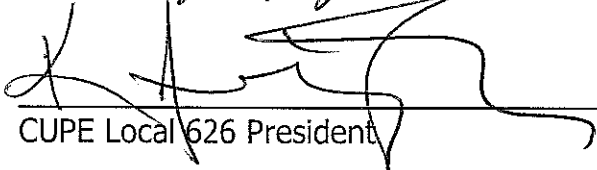

General Manager


President

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 626 (VERNON CIVIC EMPLOYEES UNION)


CUPE National Representative


CUPE Local 626 President


CUPE Local 626 Unit Chair

Date: October 24, 1991
Renewed: January 19, 1995
Renewed January 30, 2002
Renewed December 7, 2010
Renewed April 5, 2016

LETTER OF UNDERSTANDING #4

BETWEEN

VERNON GOLF AND COUNTRY CLUB

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626
(VERNON CIVIC EMPLOYEES' UNION)

RE: Twelve (12) Month Employees Vacation Entitlement

In an effort to address the desire of the Parties to permit twelve (12) month employees to have vacation entitlement, the following will apply:

Notwithstanding the provisions of Article 19 of the current Collective Agreement, those employees who normally work twelve (12) months of the year and are not normally subject to seasonal layoff will receive vacation entitlement (time off) commensurate with their seniority.

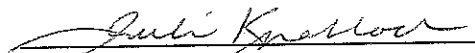
0 – 1 year Prorated for months of service (max 10 days)	= maximum 2 weeks
1 year – 3 completed years	= 2 weeks (10 days)
4 years – 9 completed years	= 3 weeks (15 days)
10 years – 19 completed years	= 4 weeks (20 days)
20 completed years (or more)	= 5 weeks (25 days)

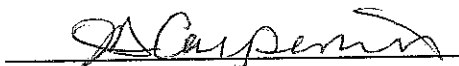
The term vacation year, as used in this Agreement, shall mean the twelve (12) month period running from January 1st to December 31st of the previous calendar year. Vacations will normally be taken after the golfing season and vacations will be taken by mutual agreement of the Vernon Golf and Country Club and the employee. Vacation entitlement must be used in the year following that in which it was earned. Any request to carry-over unused vacation entitlement for good and sufficient reason must be submitted in writing to the Superintendent and may be denied.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 19th day of May, 2016.

ON BEHALF OF:

VERNON GOLF AND COUNTRY CLUB


General Manager

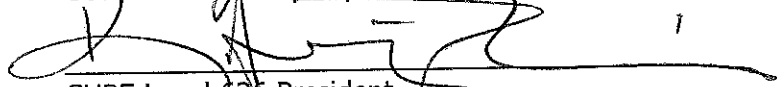

President

Date: June 25, 2009
Renewed: December 7, 2010
Renewed April 5, 2016

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 626 (VERNON CIVIC EMPLOYEES UNION)


CUPE National Representative


CUPE Local 626 President


CUPE Local 626 Unit Chair

APPENDIX "A"

JOB DESCRIPTIONS – VERNON GOLF AND COUNTRY CLUB

JOB DESCRIPTION – GOLF COURSE SUPERINTENDENT

Position: Golf Course Superintendent

Classification: Management (salaried)

Definition:

The Golf Course Superintendent is entrusted with the maintenance, operation, and management of the golf course property.

Typical Functions:

- 1) Supervises all aspects of golf course maintenance programs, personnel, construction, and improvement projects.
- 2) Involved in the development and implementation of operational and capital budgets as approved by the Board of Directors and directed by the General Manager.
- 3) Involved in the development and implementation of long range plans as approved by the Board of Directors and directed by the General Manager.
- 4) Hires and dismisses, where and when necessary, all grounds maintenance personnel.
- 5) Effectively communicates grounds maintenance activities and plans to Board of Directors, General Manager, General Membership, Departmental Senior Personnel, and Grounds Maintenance personnel.
- 6) Develops, prioritizes, schedules, and implements maintenance programs based on sound agronomical principles.
- 7) Prepares and keeps records, in written form, of all golf course maintenance activity including applications of fertilizers and pesticides.
- 8) Directs and trains employees on the proper equipment use and work methods.
- 9) Directs and supervises the repair and maintenance of all course maintenance equipment and tools.
- 10) Assists the General Manager in promoting the Vernon Golf Club.
- 11) Shall perform other duties as may be required from time to time.

The Golf Course Superintendent reports to the General Manager.

Qualifications:

- 1) Degree or Diploma in 'Turfgrass Management' or related field of study.
- 2) Valid Class 5 or equivalent BC driver's license.
- 3) Valid BC Pesticide Applicators Certificate in 'Landscape-Integrated Pest Management' category.
- 4) Minimum three (3) years' experience as a Class "A" Golf Course Superintendent.
- 5) Physical strength, stamina and agility.
- 6) Ability to follow oral and written directions (English).
- 7) A willingness to perform any task that advances the Vernon Golf Club's objectives.

JOB DESCRIPTION – GOLF COURSE MECHANIC

Position: Golf Course Mechanic

Classification: Hourly

Definition:

The Golf Course Mechanic, under the direction of the Golf Course Superintendent, is entrusted with the repair and maintenance of all equipment, tools, and support structures associated with golf course maintenance (including rental powercarts), and participates in the maintenance, construction, and improvement projects of the golf course property.

Typical Functions:

- 1) Repairs and keeps all maintenance equipment in a state of good working order via a preventative maintenance program.
- 2) Records all work done to equipment in written form.
- 3) Maintains an organized inventory of spare parts.
- 4) Involved in scheduling and prioritizing repairs as per the needs of the course maintenance programs.
- 5) Repairs and maintains in good working order all tools and support structures.
- 6) Repairs and maintains in good working order all rental powercarts.
- 7) Occasionally performs all regular maintenance practices required to maintain the golf course playing and non-playing surfaces, buildings, and support structures at consistently high standards as outlined by the Vernon Golf Club.
- 8) Occasionally operates all types of both light and heavy equipment associated with golf course maintenance.
- 9) Occasionally performs all duties and operates all equipment associated with golf course construction and course improvement projects.
- 10) Assists in minor irrigation repairs.
- 11) Assists in scheduling and prioritizing maintenance tasks.
- 12) Occasionally supervises a small labor force to for special projects.
- 13) Occasionally directs and trains fellow employees on the proper equipment use and work methods.
- 14) Occasionally scouts for and reports to the Superintendent irregularities about the course such as plant disease activity, irrigation system breaks or improperly functioning irrigation components, vandalism, and equipment related problems such as oil leaks and quality of mower cutting.
- 15) Shall perform other duties as may be required from time to time.

The Golf Course Mechanic reports to the Golf Course Superintendent or Lead Hand in the absence of the Golf Course Superintendent.

Qualifications:

- 1) High school diploma or its equivalent.
- 2) Extensive working knowledge and experience in small engine repair, diesel engine repair, hydraulic systems, electrical systems, and reel mower set up and repair. (relative post-secondary education preferred)
- 3) Valid Class 5 or equivalent BC driver's license.
- 4) Working knowledge of welding and fabricating.
- 5) Working knowledge of and ability to use hand and power tools and operate equipment.
- 6) Knowledge of methods and materials used in grounds, landscape, and building maintenance and construction.
- 7) Physical strength, stamina and agility.
- 8) Ability to follow oral and written directions (English).
- 9) A willingness to perform any task that advances the Vernon Golf Club's objectives.

JOB DESCRIPTION – GROUNDSKEEPER III

Position: Groundskeeper III

Classification: Hourly

Definition:

The Groundskeeper III, under the direction of the Golf Course Superintendent, directs and participates in the maintenance, construction, and improvement projects of the golf course property.

Typical Functions:

- 1) Performs all regular maintenance practices required to maintain the golf course playing and non-playing surfaces, buildings, and support structures at consistently high standards as outlined by the Vernon Golf Club.
- 2) Operates all types of both light and heavy equipment associated with golf course maintenance.
- 3) Performs all duties and operates all equipment associated with golf course construction and course improvement projects.
- 4) Performs minor irrigation repairs.
- 5) Carries out watering and syringing practices (both manually and automated) to a variety of plantings on the golf course property.
- 6) Applies fertilizer and pesticides.
- 7) Assists in scheduling and prioritizing maintenance tasks.
- 8) Occasionally supervises a small labour force for special projects.
- 9) Occasionally directs and trains fellow employees on the proper equipment use and work methods.
- 10) Scouts for and reports to the Superintendent irregularities about the course such as plant disease activity, irrigation system breaks or improperly functioning irrigation components, vandalism, and equipment related problems such as oil leaks and quality of mower cutting.
- 11) Shall perform other duties as may be required from time to time.

The Groundskeeper III reports to the Golf Course Superintendent or Lead Hand in the absence of the Golf Course Superintendent.

Qualifications:

- 1) High school diploma or its equivalent.
- 2) Working knowledge of agronomy and turf-grass management practices and rules of golf. (relevant post-secondary education preferred)
- 3) Valid Class 5 or equivalent BC driver's license.
- 4) Valid BC Pesticide Applicators Certificate in 'Landscape-Integrated Pest Management' category.
- 5) Minimum five (5) years' experience in golf course maintenance under the direct supervision of a Golf Course Superintendent.
- 6) Working knowledge of and ability to use hand and power tools and operate equipment.
- 7) Knowledge of methods and materials used in grounds, landscape, and building maintenance and construction.
- 8) Physical strength, stamina and agility.
- 9) Ability to follow oral and written directions (English).
- 10) A willingness to perform any task that advances the Vernon Golf Club's objectives

JOB DESCRIPTION – GROUNDSKEEPER II

Position: Groundskeeper II

Classification: Hourly

Definition:

The Groundskeeper II, under the direction of the Golf Course Superintendent, participates in the maintenance, construction, and improvement projects of the golf course property.

Typical Functions:

- 1) Performs all regular maintenance practices required to maintain the golf course playing and non-playing surfaces, buildings, and support structures at consistently high standards as outlined by the Vernon Golf Club.
- 2) Operates most types of light and some heavy equipment associated with golf course maintenance.
- 3) Performs most duties and operates most equipment associated with golf course construction and course improvement projects.
- 4) Performs and/or assists in minor irrigation repairs and assists in major irrigation repairs.
- 5) Carries out watering and syringing practices (both manually and automated) to a variety of plantings on the golf course property.
- 6) Applies fertilizer.
- 7) Reports to the Superintendent irregularities about the course such as plant disease activity, irrigation system breaks or improperly functioning irrigation components, vandalism, and equipment related problems such as oil leaks and quality of mower cutting.
- 8) Shall perform other duties as may be required from time to time.

The Groundskeeper II reports to the Golf Course Superintendent or Lead Hand in the absence of the Golf Course Superintendent.

Qualifications:

- 1) High school diploma or its equivalent.
- 2) Knowledge of agronomy and turf-grass management practices and rules of golf. (relevant post-secondary education preferred)
- 3) Valid Class 5 or equivalent BC driver's license.
- 4) Minimum three (3) years' experience in golf course maintenance under the direct supervision of a Golf Course Superintendent.
- 5) Valid Pesticide Applicators Certificate in 'Landscape-Integrated Pest Management' category is encouraged.
- 6) Working knowledge of and ability to use hand and power tools and operate equipment.
- 7) Knowledge of methods and materials used in grounds, landscape, and building maintenance and construction.
- 8) Physical strength, stamina and agility.
- 9) Ability to follow oral and written directions (English).
- 10) A willingness to perform any task that advances the Vernon Golf Club's objectives.

JOB DESCRIPTION – GROUNDSKEEPER I

Position: Groundskeeper I

Classification: Hourly

Definition:

The Groundskeeper I, under the direction of the Golf Course Superintendent, participates in the maintenance, construction, and improvement projects of the golf course property.

Typical Functions:

- 1) Performs most regular maintenance practices required to maintain the golf course playing and non-playing surfaces, buildings, and support structures at consistently high standards as outlined by the Vernon Golf Club.
- 2) Primarily operates most types of light equipment associated with golf course maintenance.
- 3) Performs some duties and operates some equipment associated with golf course construction and course improvement projects.
- 4) Assists in minor irrigation repairs.
- 5) Assists in watering and syringing practices (both manually and automated) to a variety of plantings on the golf course property.
- 6) Applies fertilizer.
- 7) Reports to the Superintendent irregularities about the course such as plant disease activity, irrigation system breaks or improperly functioning irrigation components, vandalism, and equipment related problems such as oil leaks and quality of mower cutting.
- 8) Shall perform other duties as may be required from time to time.

The Groundskeeper I reports to the Golf Course Superintendent or Lead Hand in the absence of the Golf Course Superintendent.

Qualifications:

- 1) High school diploma or its equivalent.
- 2) Some knowledge of agronomy and turf-grass management practices and rules of golf. (relevant post-secondary education preferred)
- 3) Valid Class 5 or equivalent BC driver's license.
- 4) Minimum two (2) years' experience in golf course maintenance under the direct supervision of a Golf Course Superintendent.
- 5) Working knowledge of and ability to use most hand and power tools and operate some equipment.
- 6) Knowledge of some methods and materials used in grounds, landscape, and building maintenance and construction.
- 7) Physical strength, stamina and agility.
- 8) Ability to follow oral and written directions (English).
- 9) A willingness to perform any task that advances the Vernon Golf Club's objectives.

JOB DESCRIPTION – GROUNDSKEEPER III / IRRIGATION

Position: Groundskeeper III/Irrigation

Classification: Hourly

Definition:

The Groundskeeper III/Irrigation, under the direction of the Golf Course Superintendent, programs, operates, and repairs all components of the irrigation system, and directs and participates in the maintenance, construction, and improvement projects of the golf course property.

Typical Functions:

- 1) Repairs and maintains irrigation system components including pump stations, pipes, irrigation heads and valves, electrical control devices and wiring.
- 2) Maintains an organized storage area of irrigation spare parts.
- 3) Records in written form all activities involved in the upkeep of the irrigation system including updates to mapping plans of the system.
- 4) Participates in the upkeep of data, programming of, and maintenance of the computerized components of the irrigation system.
- 5) Advises and assists the Golf Course Superintendent in preparing reports for the upgrades required to the irrigation system for approval by management of the golf club.
- 6) Performs all regular maintenance practices required to maintain the golf course playing and non-playing surfaces, buildings, and support structures at consistently high standards as outlined by the Vernon Golf Club.
- 7) Operates all types of both light and heavy equipment associated with golf course maintenance.
- 8) Performs all duties and operates all equipment associated with golf course construction and course improvement projects.
- 9) Carries out watering and syringing practices (both manually and automated) to a variety of plantings on the golf course property.
- 10) Applies fertilizer and pesticides.
- 11) Assists in scheduling and prioritizing maintenance tasks.
- 12) Occasionally supervises a small labor force to for special projects.
- 13) Occasionally directs and trains fellow employees on the proper equipment use and work methods.
- 14) Scouts for and reports to the Superintendent irregularities about the course such as plant disease activity, irrigation system breaks or improperly functioning irrigation components, vandalism, and equipment related problems such as oil leaks and quality of mower cutting.
- 15) Shall perform other duties as may be required from time to time.

The Groundskeeper III/Irrigation reports to the Golf Course Superintendent or Lead Hand in the absence of the Golf Course Superintendent.

Qualifications:

- 1) High school diploma or its equivalent.
- 2) Working knowledge and a minimum of three (3) years' experience in basic electricity and hydraulics related to golf course irrigation system maintenance and design, including automatic valves, decoders, and controllers, and working knowledge of various types of pumps and pumping systems. (relevant post-secondary education preferred)
- 3) Working knowledge of agronomy and turf-grass management practices and the rules of golf. (relevant post-secondary education preferred)
- 4) Valid Class 5 or equivalent BC driver's license.
- 5) Valid BC Pesticide Applicators Certificate in 'Landscape-Integrated Pest Management' category.
- 6) Minimum five (5) years' experience in golf course maintenance under the direct supervision of a Golf Course Superintendent.
- 7) Working knowledge of and ability to use hand and power tools and operate equipment.
- 8) Knowledge of methods and materials used in grounds, landscape, and building maintenance and construction.
- 9) Physical strength, stamina and agility.
- 10) Ability to follow oral and written directions (English).
- 11) A willingness to perform any task that advances the Vernon Golf Club's objectives.

JOB DESCRIPTION – GROUNDSKEEPER / GARDENER

Position: Groundskeeper/Gardener

Classification: Hourly

Definition:

The Groundskeeper/Gardener, under the direction of the Golf Course Superintendent, is entrusted with the management of the greenhouse to produce and install ornamental landscaping for the golf course and clubhouse properties, and participates in the maintenance, construction, and improvement projects of the golf course property.

Typical Functions:

- 1) Selects, propagates, and/or purchases, and grows plant material for ornamental use on and around the golf course, clubhouse, and other buildings.
- 2) Designs flowerbeds.
- 3) Maintains healthy, aesthetically pleasing ornamental plantings by cultivating, fertilizing, managing pests, trimming, pruning, weeding, and irrigating.
- 4) Maintains a clean and organized greenhouse.
- 5) Records in writing all activities associated with ornamental planting maintenance including applications of fertilizers and pesticides.
- 6) Performs most regular maintenance practices required to maintain the golf course playing and non-playing surfaces, buildings, and support structures at consistently high standards as outlined by the Vernon Golf Club.
- 7) Operates most types of both light and heavy equipment associated with golf course maintenance.
- 8) Performs most duties and operates most equipment associated with golf course construction and course improvement projects.
- 9) Assists in minor irrigation repairs.
- 10) Carries out watering and syringing practices (both manually and automated) to a variety of plantings on the golf course property.
- 11) Applies fertilizer and pesticides.
- 12) Occasionally supervises a small labor force to for special projects.
- 13) Occasionally directs and trains fellow employees on the proper equipment use and work methods.
- 14) Scouts for and reports to the Superintendent irregularities about the course such as plant disease activity, irrigation system breaks or improperly functioning irrigation components, vandalism, and equipment related problems such as oil leaks and quality of mower cutting.
- 15) Shall perform other duties as may be required from time to time.

The Groundskeeper/Gardener reports to the Golf Course Superintendent or Lead Hand in the absence of the Golf Course Superintendent.

Qualifications:

- 1) High school diploma or its equivalent.
- 2) Associate's degree in horticulture or extensive experience in horticulture or a closely related field.
- 3) Working knowledge of agronomy and turf-grass management practices and rules of golf. (relevant post-secondary education preferred)
- 4) Valid Class 5 or equivalent BC driver's license.
- 5) Valid BC Pesticide Applicators Certificate in 'Landscape-Integrated Pest Management' category is encouraged.
- 6) Minimum two (2) years' experience in golf course maintenance under the direct supervision of a Golf Course Superintendent.
- 7) Working knowledge of and ability to use hand and power tools and operate equipment.
- 8) Knowledge of methods and materials used in grounds, landscape, and building maintenance and construction.
- 9) Physical strength, stamina and agility.
- 10) Ability to follow oral and written directions (English).
- 11) A willingness to perform any task that advances the Vernon Golf Club's objectives.

JOB DESCRIPTION – LABOURER / STUDENT

Position: Labourer/Student

Classification: Hourly

Definition:

The Labourer/Student, under the direction of the Golf Course Superintendent, participates in the maintenance, construction, and improvement projects of the golf course property.

Typical Functions:

- 1) Performs some regular maintenance practices required to maintain the golf course playing and non-playing surfaces, buildings, and support structures at consistently high standards as outlined by the Vernon Golf Club.
- 2) Primarily operates most types of light equipment associated with golf course maintenance.
- 3) Performs some duties and operates some equipment associated with golf course construction and course improvement projects.
- 4) Assists in minor irrigation repairs.
- 5) Assists in watering and syringing practices (both manually and automated) to a variety of plantings on the golf course property.
- 6) Shall perform other duties as may be required from time to time.

The Labourer/Student reports to the Golf Course Superintendent or Lead Hand in the absence of the Golf Course Superintendent.

Qualifications:

- 1) High school diploma or its equivalent.
- 2) Physical strength, stamina and agility.
- 3) Ability to follow oral and written directions (English).
- 4) A willingness to perform any task that advances the Vernon Golf Club's objectives.

