

AGREEMENT BETWEEN:

EAGLESTAR GOLF INC.

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

JANUARY 1, **2004** TO DECEMBER 31, **2006**

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

EAGLESTAR GOLF INC.

(hereinafter called the "Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

(hereinafter called the "Union")

PURPOSE

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable method of settling differences and misunderstandings which might arise; to further, to the fullest extent possible, the safety and welfare of the employees; economy of the operation, quality of work done, and protection of property; and to elevate the Industry to the highest possible degree.

It is recognized by this Agreement to be the duty of the Employer and the Union to cooperate fully for the advancement of the aforesaid conditions.

For the purpose of this Agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

NOW THEREFORE, the parties agree hereto as follows:

ARTICLE 1 - INTERPRETATION AND EXTENT

- 1.01 The headings of each Article of this Agreement may be referred to but not included in the interpretation of the various sections thereunder. This Agreement shall be interpreted as a whole.
- 1.02 In the event that any word, phrase, sentence, Section or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word, phrase, sentence, Section or Article shall be affected and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 1.03 The Employer and the Union agree to the establishment of a Committee which shall meet as required during the term of this Agreement, to deal with any matter regarding the interpretation or application of this Agreement that may be raised by any of the parties signatory hereto.

ARTICLE 2 - BARGAINING AGENT RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all golf course maintenance employees working at Morningstar Golf course and Eaglecrest Golf Course and working at the classified occupations listed in Appendix "A" and for such other

employees as may be assigned to new classifications coming under the Union's jurisdiction.

ARTICLE 3 - EMPLOYER'S RIGHTS

- 3.01 The Union agrees that it is the exclusive right of the Employer, subject to the terms and conditions of this Agreement, to conduct its business in all respects.
- 3.02 The Union agrees that it is the exclusive right of the Employer to hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline an employee. However, this clause shall not deprive the employee of the right to exercise a grievance as outlined in this agreement.
- 3.03 The Union agrees that it is the exclusive right of the Employer to make and alter, from time to time, and enforce, rules of conduct and procedure to be observed as outlined by the employees.
- 3.04 The Employer recognizes that the exercise of its Employer's rights will not conflict with the terms of this Agreement.

ARTICLE 4 - UNION SECURITY

- 4.01 (a) Each employee in the bargaining unit shall join the Union; except summer students, Superintendents and assistant Superintendents.
- (b) The Employer will supply the new employee with a membership card, as supplied by the Union, upon commencement of employment and further, will inform the Union of the name and address of each new employee; plus indicate which course the employee is employed at.
- 4.02 (a) Upon receipt of the appropriate authorization, the Employer shall deduct such fees and dues as so authorized on the employee's first (1st) pay period of the month and shall submit said monies to the Union before the fifteenth (15th) day of the following month in which the said monies were deducted.
- (b) All Employees who are within the bargaining unit will pay dues to the Union; these dues shall be paid at two and one-half times (2-1/2x) the employee's hourly rate; except summer students, Superintendents and Assistant Superintendents.
- (c) Superintendents and Assistant Superintendents will be permitted latitude in moving between golf course operations to perform golf course maintenance and capital improvement activities so long as such activity is not affecting the employment status of any employee. This includes being able to carry out general golf course maintenance activities during the off season when all employees are laid off. The off season period shall be from December 1st through January 31st. During this off season period, Superintendents and Assistant Superintendents shall be able to freely move between golf courses in order to carry out golf course maintenance and/or capital improvement activities.
- (d) Superintendents and Assistant Superintendents shall only be able to do work that falls in the classifications listed in Appendix "A" on their primary course of which

they are managing. On any other course, they shall not do any work that falls in the classifications listed in Appendix "A".

- 4.03 Upon receiving one (1) month's notice from the Union, by registered mail, of a change in the fees and dues charged by the Union to its members, the Employer shall make deductions in accordance to the notice, effective the date given.

The Union will indemnify the Employer for such deductions and remissions when in accordance with Union instructions.

- 4.04 The Employer shall submit a check-off list containing the names and social insurance numbers of each employee and the monies applicable to each employee as described in Article 4.02 above.
- 4.05 It shall not be a violation of this Collective Agreement or cause of discipline for any employee who, in performance of their duties, refuses to cross a legal picket line.
- 4.06 Dues Deduction Authorization cards will be signed by the employees and shall be kept by the Employer. A copy shall be mailed to the Union's dues department.

ARTICLE 5 - HOURS OF WORK AND SHIFTS

5.01 Hours

- (a) The normal working day shall consist of eight (8) hours worked within eight and one half (8-1/2) consecutive hours.
- (b) The normal working week shall consist of five (5) consecutive shifts of eight (8) hours each.

5.02 Definition of "Week"

The week will commence at 12:01 a.m., Sunday and end at 12:00 midnight the following Saturday.

- 5.03 A schedule shall be posted by the Employer and shall contain the name of each employee, the working days, and days off, starting and quitting time, and lunch periods, and shall not be changed by the Employer unless forty-eight (48) hours' notice has been given except in the case of an emergency.
- 5.04 Employees who are required to perform work of any kind during their lunch period shall be deemed to be working and shall be paid for their lunch period.
- 5.05 Where an employee is scheduled to report for work and is directed by the Employer to report at an earlier time and the employee arrives as directed and is then told to start at a later time instead, the employee shall be paid from the time they reported for work originally directed by the Employer.
- 5.06 No employee will be required to work a split shift. Should an employee agree to work a split shift, the conditions of 5.07, 5.08 and 5.09 shall apply.

- 5.07 A split shift shall be no more than seven (7) working hours. Such seven (7) hours worked shall be paid for at eight (8) hours pay.
- 5.08 Any break of more than two (2) hours in a shift shall constitute a split shift.
- 5.09 Total elapsed hours of any shift shall not exceed twelve (12) hours and only one (1) split shall be allowed in any one shift.
- 5.10 Employees shall be entitled to, and shall take a ten (10) minute rest period in the first (1st) half of their shift, and a further ten (10) minute rest period in the second (2nd) half of their shift. These rest periods shall be taken in the immediate area in which the employees are working except when inclement weather makes it desirable to take shelter.
- 5.11 Senior employees shall have the option to work more straight time hours in a week than a junior employee.
- 5.12 ***When mutually agreed between the employer and the employee, employees may work through their lunch and thereby reduce the normal work day to 8 consecutive hours.***

ARTICLE 6 - OVERTIME AND PREMIUM RATES

- 6.01 All time worked before or after the regular work day, the regular work week, or on a holiday, shall be considered overtime.
- 6.02 Overtime worked on a regular work day shall be paid for at the rate of one and one half (1-1/2) times the regular rate of pay for the first three (3) hours worked and double (2) time thereafter.
- 6.03 (a) Employees reporting for work at the call of the Employer, and who commence work, shall receive a minimum of four (4) hours at ***overtime*** rates.
 (b) When overtime is required by the Employer, the work will be offered ***by seniority***.
- 6.04 When an employee is required to work on that employee's sixth (6th) day of the week, that employee shall be paid one and one-half (1-1/2) times the regular rate of pay for the first ***eight (8)*** hours worked and double time (2x) thereafter.
- 6.05 When an employee is required to work that employee's seventh (7th) day of the week, that employee shall be paid double time (2x) the regular rate of pay for all hours worked that day.

ARTICLE 7 - GENERAL HOLIDAYS

- 7.01 The following General Holidays shall be recognized by the Employer:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

and all other holidays which may hereafter be required to be observed under the Statutes of Canada and/or the Province of British Columbia.

- 7.02 All employees who have attained seniority and who are on the payroll for that pay period in which the holiday occurs, shall receive the above holidays without loss of wages or salary.
- 7.03 When an employee is required to work on a General Holiday, such employee shall receive, in addition to their normal pay for that day, one and one-half (1-1/2) hours pay for each hour worked up to **eight (8)** hours and double time (2x) thereafter.
- 7.04 A minimum of four (4) hours pay at overtime rates shall be paid if an employee is required to report for work on a general holiday.
- 7.05 In the event of a General or Provincial Holiday falling on an employee's regular day off, they shall receive:
- (a) another day's wages; or
 - (b) another day off with pay
- as may be mutually agreed to by the Employer and the **Employee**.
- 7.06 Employees are required to take their lieu time off within the same pay period.
- 7.07 In the event a general and/or proclaimed holiday falls during the employee's annual vacation, they shall receive their first scheduled work day/days following their annual vacation as additional day/days off with pay.

7.08 Banking of General Holidays

- (a) **Regular employees who work any General Holidays shall be allowed to bank the holiday pay to a maximum of three (3) days.**
- (b) **Any or all of these days to be taken off in accordance with this provision shall be by mutual agreement between the Company and the employee. This time off can be taken at the end of the season.**

ARTICLE 8 - ANNUAL VACATIONS

- 8.01 (a) All employees shall receive an annual vacation each year in accordance with the Employment Standards Act of British Columbia, except:
- (b) Employees who have completed five (5) years employment with the Employer shall receive three (3) weeks vacation that year and each year thereafter, with pay at six (6%) percent of earnings for the year preceding their vacation.
- 8.02 Vacations shall be scheduled in consultation with Golf Course Superintendent. Unless special circumstances exist, vacations shall be taken during the months of October to March.

- 8.03 The Employer shall pay an employee's annual vacation pay on a separate cheque. Such payment shall be made no less than one (1) business day before the last scheduled working day prior to an employee's scheduled vacation.
- 8.04 The Employer shall pay an employee's vacation pay on each pay cheque if directed by the employee to do so.
- 8.05 (a) On the first day of April of each year, a schedule shall be posted and employees shall designate on the schedule previous to April 30th, the vacation period they desire. Vacation time shall be allotted by the Employer, senior employees receiving first consideration. Providing the Employer receives adequate vacation information from the employees by April 30th, they shall approve the final schedule of vacations by May 31st. However, it is understood that such approved schedule shall be one that is satisfactory to the Employer.
- (b) The Golf Club Management finds it difficult to grant vacation time during the summer months. Nevertheless, it is recognized that some employees, particularly those with young children, may have strong preferences for summer vacations. Thus, two (2) weeks of any employee's vacation will be the maximum that can be allowed during summer months. Generally speaking, not more than one (1) employee in a Golf Course crew should be off on vacation at the same time. In the case of key personnel, there may be some periods of the summer when vacation time is not possible.
- (c) In light of these limitations, Managers will make every effort to grant summer vacations to as many employees as possible who have asked for such time off. Preference will be given to those employees with long seniority who have young children.

"Summer and Winter months" shall be defined as follows:

- (i) Summer Months: April, May, June, July, August, September.
- (ii) Winter Months: January, February, March, October, November, December.

If a General Holiday, as recognized in this Agreement, occurs during an employee's annual vacation, such employee shall receive an additional day with pay in lieu thereof.

ARTICLE 9 - SENIORITY

- 9.01 (a) **Seniority lists** of all employees covered by this Agreement showing course seniority **for each course** shall be posted in places suitable for employees to view.

The seniority of each employee shall be defined in 9.03 (a) **and (b)**.

- (b) All new employees shall serve a probationary period of sixty (60) working days within a five (5) month calendar period. Should an employee be laid off or unavailable during this period, their probationary period shall cease to run. A probationary employee may be dismissed at any time during this period at the Employer's discretion.

- (c) A probationary employee shall not exercise seniority rights during the "probationary period". However, upon successful completion of the probationary period, the employees seniority shall date from the first day of hire.
- 9.02
- (a) Seniority lists shall be posted **twice per year: April 1st and August 1st of each year.**
 - (b) The Union Business Representative will be supplied with a copy of the seniority lists on the date of posting.
 - (c) Unless by mutual agreement of the Company and the Union, or by way of the grievance procedure, seniority position shall not be changed after having been posted for ninety (90) days.
- 9.03 The following types of seniority only will be recognized:
- (a) "Course Seniority" is from the year, month and day the employee started working on that course.

Course seniority shall be lost upon permanent transfer to another course. The definition of permanent transfer shall be ten (10) or more consecutive shifts.

Transfers are at the employee's discretion.
 - (b) "Employer Seniority" is from the year, month and day the employee started working for the Employer.
- 9.04
- (a) **Course Seniority** shall govern lay-offs **and recalls for each course.**

Employer Seniority shall govern vacations and leave of absence for each course.
 - (b) The Employer reserves the right to allocate work scheduling and equipment usage.
 - (c)
 - (i) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off in reverse order of their course seniority; provided the employee has the necessary qualifications and abilities to do the work available.
 - (ii) Employees shall be recalled in the order of their course seniority, provided the employee has the necessary qualifications and abilities to perform the work available.
 - (iii) There shall be no bumping privileges used in the seniority system outside the employee's permanent course. Permanent course shall be ten (10) consecutive shifts on any one course.
 - (iv) New employees shall not be hired until those employees laid off have been given an opportunity of recall.

- (d) The Employer shall be able to utilize all employees at either facility; in doing so, the Employer will agree to schedule work at the other course so as not to reduce the number of hours worked by employees at their home course. **Provided no employee has been laid off at either course.**
- 9.05 (a) A laid off employee shall retain their seniority and recall rights with the Employer for nine (9) months after the date of layoff.
- (b) For vacation purposes only, if a laid off employee is called back to work with the Employer within their right to recall period, there shall be deemed to have been no break in such an employee's continuous service with the Employer by reason of such layoff. Days of actual work will determine progression through the wage scales.
- (c) When an employee is laid off longer than their right of recall, then they shall be determined as permanently laid off and shall be entitled to severance pay as per the Employment Standards Act.
- 9.06 An employee who has been laid off and fails to return to work within seventy-two (72) hours after receiving written notice at the address provided to the Employer, shall lose their seniority and shall be terminated. Written notice shall be by "registered mail". It shall be the responsibility of the employee who is laid off to leave a current address and telephone number with the Employer as to where they may be contacted. The Employer shall also provide a copy of such notice to the Union when the seventy-two (72) hour notification is issued.

9.07 Leave of Absence

Seniority shall continue during a leave of absence granted by the Employer for a period of thirty (30) continuous days, and may be extended by mutual agreement by the parties. A leave of absence shall be requested in writing by the employee and the leave of absence shall be granted in writing. Such leave shall not be unreasonably withheld having consideration for the Employer's operational requirements.

9.08 Bereavement Leave

When a death occurs to a member of **an** employee's immediate family, the employee shall be granted, upon request, up to three (3) days leave of absence. An employee shall be compensated at his regular straight time hourly rate of pay for actual hours lost from his regular schedule. Members of the employee's family are defined as the employee's spouse, mother, father, sons, daughters, brothers and sisters. Granting of bereavement leave for relatives or dependents other than those described shall be at the discretion of the Employer. Stepmother and stepfather shall be deemed as mother and father.

In addition, if the employee is notified of the death while he is working, he shall be excused from and paid for the balance of that working shift and such time will not be charged against the three (3) days of leave.

- 9.09 Non-probationary employees who are required by subpoena to serve as jurors or witnesses in any court, provided such court action is not occasioned by the employee's private affairs, shall be granted Leave of Absence for this purpose and, provided that the

employee concerned deposits with the Employer any pay received, and is available for work at any time they are not required for such jury duty, the employee shall receive their regular hourly rate for any regularly scheduled hours such employee would have worked within the period of the leave.

9.10 All seniority shall be accumulated when an employee is absent due to illness or injury. The Employer may require the employee to present a Doctor's certificate as evidence of such illness or injury.

9.11 Seniority shall be accumulated when an employee is absent due to a compensable injury received on the job.

9.12 Maternity/Parental Leave

The conditions of the Employment Standards Act in respect of Maternity and Parental Leave shall apply to this Collective Agreement.

ARTICLE 10 - JOB POSTING AND STAFF TRANSFERS

10.01 Job Posting

When a vacancy occurs, the Employer shall within five (5) days, post notice, at both courses, for five (5) days so all employees will know about the vacancy and make application therefore. ***Vacancies will be offered to current employees first before new hires.***

10.02 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 Female and Male Applicants".

10.03 Both parties recognize the principal of promotion within the service of the Employer and that job opportunity should increase in proportion to the 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. Appointments made within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of appointment.

10.04 (a) The successful applicant shall be notified within one (1) week following the end of the posting period.

(b) ***The employee will receive the same rate of pay for a period of one (1) month at his/her current rate of pay at his/her previous classification.***

- (c) **Upon completion of the month the rate of pay will be determined based on the actual days worked at either course for the classification.**

No employee will lose any actual days worked when moving from one classification to another.

- (d) **The employee** shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months.

In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of **this arrangement** of positions shall also be returned to their former position, wage or salary and without loss of seniority.

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

ARTICLE 11 - GENERAL

- 11.01 There shall be no discrimination against any employee for being an Officer, Shop Steward or Committee person of the Union.
- 11.02 Shop Stewards shall be recognized by the Employer. A Shop Steward who is required to meet with a representative of the Employer in order to deal with a grievance shall be entitled to leave his duties without loss of pay during his regular working hours. The timing of the meeting shall be mutually agreed upon between the Shop steward and the Employer's representative.
- 11.03 The Business Representative(s) of the Union shall have access to the Employer's establishment during working hours provided that any visits are previously arranged with the Employer or his nominee, and such visits shall concern the terms of this Agreement.
- 11.04 Where employees are required to use their own private vehicle by the Employer, the mileage allowance shall be **forty cents (40¢)** for every kilometre or portion thereof travelled while on the Employer's business.
- 11.05 Where the Employer gives written approval to an employee to take a course and after successful completion of the course, the Employer will pay the cost of the course.
- 11.06 Employees shall not be required to agree to employment terms which are less than the terms of the Collective Agreement.

11.07 Education

All employees are encouraged to enhance their knowledge through external education initiatives. Upon mutual agreement (as to suitability) the Company will pay fifty (50%) per cent of the cost of registration upon the completion of the course. As to the enhancement of wages (regarding education), both parties will agree before the course is taken as to its merits regarding increases in pay.

ARTICLE 12 - REASONS FOR DISCHARGE

Reasons for immediate discharge of any employee include but are not limited to the following:

- 12.01 Failing to report for work on time without sufficient reason.
- 12.02 Quitting before their scheduled quitting time.
- 12.03 The consuming of substances that could cause impairment during working hours.
- 12.04 Incapable of performing their regular duties caused under Article 12.03.
- 12.05 Having an unauthorized person on the job.
- 12.06 The Employer shall submit reasons for termination of an employee in writing to the Union upon termination of the employee.

ARTICLE 13 - GRIEVANCE PROCEDURE AND ARBITRATION

- 13.01 The procedure for resolving differences between the parties bound by this Agreement concerning its interpretation, application, operation or any violations thereof shall be as follows:
 - (a) An employee shall file their grievance in writing within seven (7) days of their having an opportunity to become aware of their grievance. This time limit is mandatory, and if it is not complied with (provided it has not been waived by the parties) the grievance shall be deemed to be abandoned.
 - (b) The Course Superintendent or their designate, the employee and Shop Steward, shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within five (5) days of its being filed, the grievance will automatically be referred to the Employer.
 - (c) The Employer and a representative of the Union shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within ten (10) days of its being referred to the Employer, it may be referred to an Arbitration Board under Article 13.02.
- 13.02 Where the dispute proceeds to Arbitration, the Arbitration Board, consisting of one (1) representative selected by the employer, and (1) representative selected by the Union, shall be appointed within five (5) days after written request has been received. If either party fails to appoint or select its representative within the time specified herein, the other party may appeal to the Labour Relations Board to make the appointment.

The two (2) Arbitrators selected shall meet, within forty-eight (48) hours after appointment, and shall select a Chairman of the Arbitration Board. If they are unable to agree upon the selection of a Chairman within twenty-four (24) hours, either of them may then request the Minister of Labour to appoint a Chairman.

- 13.03 The Arbitration Board shall not have power to change, modify, extend or amend this Agreement.

The Arbitration Board shall have the power to order, if it deems proper, that any employee who has been wrongfully suspended, discharged or otherwise disciplined, may be reinstated with or without loss of pay and any other benefit under this agreement which he may have lost. A majority decision of the Board shall constitute the award. The decision of the Board shall be binding on both parties.

- 13.04 Each party shall pay its own costs and fees and the expenses of its representatives and witnesses. The fees and expenses of the Chairman shall be shared equally between the parties.

- 13.05 In the event of an Arbitration Board being appointed, it is agreed by both the Union and the Employer that such Board shall be requested to hand down its decision within ten (10) days, or as soon thereafter as may conveniently be arranged.

- 13.06 By mutual agreement by both the Union and the Employer, a single arbitrator may be selected to resolve the dispute in accordance with Article 13.

- 13.07 The Employer and the Union may mutually agree in writing to waive any of the time limits set out in this Article.

- 13.08 (a) The parties, by mutual agreement, may invoke Section 103 of the Labour Relations Code of British Columbia to facilitate the settling of Grievances.

- (b) Section 103 of the Labour Relations Code reads as follows:

If a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the terms of the Collective Agreement Mr. John Kinzie, 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 thirty (30) days of the date of receipt of the request and, for those thirty (30) days from the date, time does not run in respect to the grievance procedure.

The Minister of Finance and Corporate Relations, on the minister's requisition, shall pay out of the consolidation revenue fund 1/3 of the cost incurred by the parties for

payment of reasonable remuneration, travelling and out of pocket expenses of the person named or his or her substitute.

13.09 On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

ARTICLE 14 - SAFETY

14.01 The Employer agrees to cover all employees with the provisions of the Workers Compensation Act.

14.02 It is the desire of both parties to this Agreement to maintain the highest standard of safety. No employee shall be required to, and no employee shall perform work in a hazardous manner or operate any faulty equipment.

14.03 All unsafe working conditions and/or equipment shall be reported promptly to the Employer, by the employee, and the Employer shall correct each defect forthwith.

14.04 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.

14.05 (a) The Employer will provide, at its expense, Tool insurance coverage to each eligible Mechanic and Apprentice. Such coverage shall pay the cost of replacing the employee's tools, tool for tool, at no cost to the employee, due to burglary and /or fire. Each employee shall provide a brand name inventory of his tools to the Employer to be eligible for tool insurance.

Such tool insurance shall include coverage on an employee's tool box.

(b) Tool Replacement Allowance: Mechanics shall receive **two hundred and fifty dollars (\$250.00)** per year as a tool replacement allowance, upon provision of receipts, to be paid **by** separate cheque.

14.06 Clothing allowance shall consist of the following items. The employee shall receive these items when first hired by the Employer and the items shall be replaced by the Employer when returned in an unusable condition.

(a) Rainwear: One (1) complete unit for each employee. Replacement shall be made by the Employer prior to the employee's next shift.

(b) Hard Hat: One (1) approved hard hat for each employee, replacement as required.

(c) Coveralls: Mechanic - four (4) pairs each. Groundsperson, Gardener, Irrigation Technician and Leadhands - two (2) pairs each. All coveralls shall be replaced as required.

14.07 Gloves will be supplied when requested on a once per month basis or if returned to the Employer in an unusable condition.

14.08 Boot Allowance

All employees will be required to wear safety boots that are appropriate to the golf course conditions and shall receive:

- **seventy-five dollars (\$75.00) for the year 2004** upon presentation of receipt to the Employer.

- **one hundred dollars (\$100.00) for the year 2005 and thereafter per year upon presentation of receipt to the Employer.**

14.09 All employees will be expected to have level one of the "First Aid Certificate". The company will schedule the course during their regular work day. The employer will bear the cost with no loss of wages to the employee. All those employees who have taken the course will be paid the \$0.15 per hour as per Appendix "A", Section A.05.

For levels 2 & 3 the company will pay 50% of the enrollment costs upon completion. (Completion of levels 2 & 3 will allow the employee wage enhancement as per Appendix "A: Section A.05.

ARTICLE 15 - PAYMENT OF WAGES AND ALLOWANCES

15.01 In the event that the Employer creates a new classification during the term of this Agreement, wage rates shall be added to this Agreement by amendments. If the parties are unable to agree on a wage rate, then either party may proceed to the Grievance Procedures and Arbitration as described in Article 13 of this Collective Agreement.

15.02 (a) The Employer agrees to pay each employee every two (2) weeks, on the fifteenth (15th) and last day of each month, all wages due, up to and including the previous Friday. A separate detailed statement showing all hours worked, rate of pay and an itemized list of deductions, shall be given to each employee on every pay day. In the event of the pay day being on a Sunday or holiday, payment of wages shall be made the day previous.

(b) Direct Deposit of pay cheques will occur only with written approval of the employee. The agreement will be kept on record by the Employer. Direct deposits will be as per item 15.02. Where an employee does not agree to direct deposit, pay cheques will be issued to the employee at the end of shift on the designated day of pay.

15.03 Where the employee terminates their employment, the Employer shall pay to the employee all wages earned and all holiday pay earned by the employee within seven (7) calendar days of termination.

15.04 Where the employee is terminated by the Employer, the Employer shall pay to the Employee all wages and earned holiday pay on the day of termination. If termination occurs at times other than office hours, the Employer shall pay the terminated employee on the next office working day.

- 15.05 At the time of termination, the employee shall receive their Record of Employment.
- 15.06 The wages to be paid by the Employer to the employees shall be those set forth in Appendix "A" attached hereto and forming part of this Agreement.

ARTICLE 16 - EMPLOYEE BENEFITS

16.01 The Employer will provide and maintain the following coverage for all its employees. The cost of this plan will be paid sixty percent (60%) by the Employer as of January 1, 2000 and seventy-five percent (75%) by the Employer as of January 1, 2002.

16.02 Medical: The medical coverage will be equivalent to that supplied by the Medical Services Plan of British Columbia.

Life Insurance: as

Accidental Death & Dismemberment:

Long Term Disability (L.T.D.): per

Dental Coverage:

Extended Health Care: Appendix "B"

16.03 **ELIGIBILITY:** An Employee will be eligible for all the coverage outlined above **on the 1st day of the month** following completion of their probationary period and in accordance with the above mentioned plans. This provision will be effective for new Employees only from the date of ratification. Current Employees on recall or beyond the recall period who may be rehired are not subject to this provision and require no probationary period.

16.04 **INSURED BENEFIT COVERAGE - ON LAY-OFF:** An Employee who is laid off will be eligible for continued Health and Welfare Benefit coverage (i.e., Medical, E.H.B & Dental) for sixty (60) days after the end of the month of lay-off. Coverage will continue for the period stated so long as the Employee is unemployed and not receiving income from another employer. During this time period of sixty (60) days the Employer shall pay all costs of the plan.

ARTICLE 17 - LIFE OF THE AGREEMENT AND RENEWAL

17.01 This Agreement shall become effective as of the 1st of January 2004 and shall remain in full force and effect until the 31st of December 2006 and each succeeding year thereafter, unless written notice is served on the one party by the other party to commence negotiations for a new Collective Agreement within the four (4) month period prior to the 31st of December 2006 or the 31st of December in any year thereafter.

17.02 The parties hereby agree to exclude the operation of Section 50 (2) and (3) of the Labour Relations Code.

17.03 In the event that one (1) party serves notice on the other party to commence negotiations for a new Collective Agreement, all provisions of this Agreement shall remain in full force and effect until:

- (a) the Union commences a legal strike
- (b) the Employer commences a legal lockout
- (c) the parties execute a new Collective Agreement, whichever is the earliest.

Signed this _____ day of _____, **2004**.

EAGLESTAR GOLF INC.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

APPENDIX "A"

<u>CLASSIFICATION</u>	<u>RATES PER HOUR</u>			
	<u>Jan.1/03</u>	<u>Jan.1/04</u> (2%)	<u>Jan.1/05</u> (2%)	<u>Jan.1/06</u> (2%)
<u>GROUNDSPERSON</u>				
Start	\$9.69	\$9.88	\$10.08	\$10.28
After 60 days actual work	12.13	12.37	12.62	12.87
After 240 days actual work	13.34	13.61	13.88	14.16
After 480 days actual work	14.98	15.28	15.59	15.90
<u>GARDENER</u>				
Start	\$12.67	\$12.92	\$13.18	\$13.44
After 240 days actual work	13.88	14.16	14.44	14.73
After 480 days actual work	15.20	15.50	15.81	16.13
<u>LEADHAND</u>				
Start	\$15.20	\$15.50	\$15.81	\$16.13
<u>IRRIGATION TECHNICIAN</u>				
Start	\$13.34	\$13.61	\$13.88	\$14.16
After 240 days actual work	14.56	14.85	15.15	15.45
After 480 days actual work	16.29	16.62	16.95	17.29
<u>MECHANIC</u>				
Start	\$15.17	\$15.47	\$15.78	\$16.10
After 240 days actual work	16.97	17.31	17.66	18.01
After 480 days actual work	19.23	19.61	20.00	20.40

Employees that are required to possess a valid pesticide applicators license will have their base hourly pay increased by fifty cents (50¢) per hour. Such requirements will be at the discretion of the Employer and those employees who do not hold a valid pesticide applicators license will not be required nor permitted to handle herbicides and/or pesticides for the purposes of application.

- A.01 The Employer shall be allowed to hire up to a maximum of two (2) students per golf course. A student is a person who is attending a recognized Canadian Educational Institute on a full time basis.
- A.02 All retroactive wage payments must be paid in full within thirty (30) days of ratification of the Collective Agreement.
- A.03 The application of the terms of this Agreement shall not have the effect of reducing any employee's wage rate in force at the time of its execution. The wage rates stated above

shall be considered a minimum and shall not preclude the payment of a higher wage rate to any classifications at the discretion of the Employer.

A.04 Wherever used in this Collective Agreement, the terms "WORKING DAY" or "DAY ACTUALLY WORKED" or a similar expression shall be defined as meaning a day where the employee actually attended at work for a period of four (4) hours or greater. Notwithstanding the above, an employee who is entitled to receive a general holiday with pay shall have that day included as a "WORKING DAY" or "DAY ACTUALLY WORKED".

A.05 The Employer will encourage employees to increase skill capacity, and as such, will increase the hourly rate of employees that achieve a higher level of job qualification. Employees will be encouraged to approach the Employer with regard to further education and, upon approval, to enroll in applicable programs on courses designed to enhance the skills of the employee. The Employer and employee will agree on the level of financial participation of either party prior to enrollment and upon successful completion of such programs, the Employer agrees to increase the hourly rate of the employee as per the following schedule:

First Aid Certificate

Level 1	.15 per hour
Level 2	.25 per hour
Level 3	.30 per hour

Pesticide Applicators License

1 year ticket	.25 per hour
5 year ticket	.50 per hour

Turf Maintenance Seminar Certificate .25 per hour

Others to be added following further discussion with employees.

A.06 (a) Minor running repairs to equipment and the adjustment of mower levels are not regarded as Mechanic's work, but are Groundsperson responsibilities. In addition, a Mechanic can be called upon to do Groundsperson's work, if there is no mechanical work required.

(b) However, if the Employer and the Mechanic mutually agree, the Mechanic can leave the Golf Course for the remainder of their scheduled work day, without pay, instead of performing the Groundsperson's work.

APPENDIX "B"
(BENEFITS)

Life Insurance

Equal to 1 times Annual Earnings, to a maximum of \$50,000
Non-Evidence Maximum of \$50,000
Your Life Insurance reduces 50% at age 65 and terminates at age 70.

Accidental Death & Dismemberment (AD & D)

Equal to 1 times Annual Earnings, to a maximum of \$50,000
Non-Evidence Maximum of \$50,000
Your AD&D reduces 50% at age 65 and terminates at age 70.

Dependent Life

Spouse.....	\$5,000
Child(ren)	\$2,500

Long Term Disability

Benefit 66.67% of Average Monthly Earnings	
Maximum	\$5,000 per Month
Non-Evidence Maximum.....	\$2,000 per Month
Elimination Period.....	120 Days
Benefit Duration	To Age 65
Partial Disability	Included
Definition of Disability.....	2 Year Own Occupation
Pre-Existing Condition Limitation	3 Months / 12 Months
Benefit Integration.....	Primary
All Source Maximum.....	85 Percent
Termination	Age 65

Extended Health Care

Benefit Percentage:	
Prescription Drugs	100%
All Other In-Province Eligible Expenses	100%
Deductible	\$25 Single / \$25 Family per Calendar Year
Overall Maximum.....	\$1,000,000
Out-of-Country Emergency	100%
Prescription Drugs	Covered
Eye Exam	\$70 Every 24 consecutive months
Paramedical Practitioners.....	\$500 per Practitioner per Calendar Year
Survivor Benefit	12 months (Without Premium)
Conversion to An Individual Plan	Included
Termination	At age 70

Dental Care

Reimbursement Levels:

Part "A" – Basic Services	100%
Part "B" – Major Services	50%
Part "C" – Orthodontics Services	N/A

Plan Maximums

Part "A" & "B" – Basic & Major Services.....	\$2,000 Combined Per Year
Part "C" – Orthodontic Services	N/A

Adult Orthodontics Not Covered

Survivor Benefit 12 Months (Without Premium)

Conversion to an Individual Plan Included

Termination..... At age 70

JOB DESCRIPTIONS

GOLF COURSE MAINTENANCE GROUNDS PERSON

Definition:

Under supervision, operates golf course maintenance equipment and works on a diverse range of activities involved in golf course maintenance and construction, and performs related tasks as required.

Typical Tasks:

Operates powered equipment in mowing golf course putting greens, aprons, tees, fairways, roughs and other areas as directed.

Operates tractors, trucks and utility vehicles in carrying out maintenance activities as directed;

Carry out minor maintenance and adjustments on equipment being operated as required and directed;

Apply fertilizers and water to turf and/or ornamental areas as directed;

Move and shape soil and other materials for the construction, renovation and maintenance of the golf course as directed;

Move holes and tee blocks as required and directed;

Maintain ball washers, sand traps and other ancillary service items as required;

Assist in keeping the golf course and work areas free of debris in removing unwanted materials as required;

Report to the Superintendent, or Assistant Superintendent, any mechanical failure or damage to vehicles, equipment or tools;

Perform all duties in compliance with safety regulations;

Carry out other related duties as directed by the Superintendent, Assistant Superintendent or Lead Hand.

Qualifications:

Three (3) years experience as a seasonal golf course maintenance or large turf maintenance staff member; or

Successful completion of an accredited two year University or College Turf Management Program;

A working knowledge of the general maintenance activities and procedures of golf courses and/or large turf areas;

A working knowledge of the proper and safe operation of mowers trucks and other motorized vehicles used in the maintenance of golf courses and turf areas;

The ability to work alone, to follow oral and written directions, and to use reasonable discretion in proceeding without having received direction from a supervisor;

A participating knowledge of the game of golf;

A valid Class Five (5) B.C. Drivers Licence;

The physical ability to perform all related duties in a variety of working conditions.

Please note: Grounds persons are not required, nor permitted to handle or apply pesticides unless the employer requires and approves, that the employee obtain a certified Pesticide Applicators Licence. Pesticides are defined as those materials used to control weeds, fungus, aquatic plants, insects or other non-desirable agents that inhibit the maintenance of turf grass. Fertilizers are not considered pesticides unless they contain pest control materials as listed on the material contents on the container in which the material is shipped and received.

LANDSCAPE GARDENER

Definition:

Under the supervision of the Superintendent or Assistant Superintendent, carry out general golf course maintenance activities, to include the care and maintenance of ornamental plants, shrubs and trees on the golf course grounds, and to operate equipment associated with such activities.

Typical Tasks:

In addition to those tasks as listed for the position of Grounds Person:

Maintain and prepare plant beds for annual and perennial flowers, shrubs, trees and other plants to enhance the beauty and appearance of the golf course property;

Carry out the appropriate pruning, trimming, root feeding, weed and pest control in monitoring the health and vitality of ornamental plants;

Operate mechanical and power equipment utilized in the maintenance of ornamental plants and trees.

Qualifications:

Three (3) years experience as a golf course maintenance or large turf area Grounds Person;

A general working knowledge of the activities and procedures of golf course maintenance;

Knowledge of the characteristics and cultural requirement of ornamental plants, shrubs and trees adapted to the region;

Knowledge of the proper use of fertilizers, soil conditioners and pesticides as applied to the maintenance of ornamental plants;

Ability to work alone in the proper and safe use of related equipment and tools; and to use discretion in determining the proper implementation of the Landscape Development Program in consultation with the Superintendent;

A participating knowledge of the game of golf;

A valid Class five (5) B.C. Drivers Licence;

A valid one (1) year, preferably five (5) year, B.C. Pesticide Applicators Licence.

GOLF COURSE IRRIGATION TECHNICIAN

Definition:

Under the supervision of the Golf Course Superintendent or Assistant Superintendent, operates, services and repairs the varied components of the irrigation system and performs related tasks as required; in addition carries out general maintenance activities as per the Job Description for Grounds Persons.

Typical Tasks: In addition to those activities listed for the job description of Grounds Person:

Operates, maintains and repairs the irrigation system, including leaks in distribution lines, valves and risers;

Assist the Superintendent in scheduling and operating the irrigation system for the purpose of applying the proper and correct amounts of irrigation water to turf and ornamental areas;

Assist the Superintendent in water use record keeping and obtaining water samples for the purpose of laboratory testing;

Repairs and/or replace control lines or wires and sprinkler heads;

Maintains and repairs the master and satellite controllers;

Operates and maintains the wells and pumping stations;

Inspect the components of the irrigation system to ensure the proper operation of the system.

Qualifications:

- Five (5) years experience as a golf course maintenance Grounds Person;
- A working knowledge of general golf course maintenance practices and procedures;
- A working knowledge of the operation of golf course or large turf area irrigation systems;
- A working knowledge of basic electricity and hydraulics as related to an irrigation system;
- A working knowledge of the operation and maintenance of automatic valves, controllers and pumping systems;
- A participating knowledge of the game of golf;
- A valid Class five (5) B.C. Drivers Licence;
- A valid B.C. Pesticide Applicators Licence, in order to apply any chemicals.

GOLF COURSE MAINTENANCE LEAD HAND

Definition:

Under the supervision of the Golf Course Superintendent or Assistant Superintendent, assists in directing and participates in the maintenance, construction and/or renovation of the golf course and performs related tasks as required.

Typical Tasks: In addition to those tasks included in the job description of Grounds Person, the Lead Hand will:

Assist in overseeing the ongoing daily work activities of the green staff members in an efficient and safe manner.

Assist the Superintendent in applying fertilizers, pesticides and other related materials so as to nurture high quality turf;

Assist in the training of equipment operators in the proper and safe operation and care of all golf course maintenance equipment.

Assist in monitoring and applying the correct and necessary amounts of irrigation water to the course and to assist in the care and basic maintenance of pumps, sprinklers and related equipment.

Qualifications:

Five (5) years experience as a golf course maintenance Grounds Person.

Working knowledge of:

- Construction, establishment and maintenance employed on golf course putting greens, tees, fairways, roughs, and bunkers;
- Planting and culture of the turf grasses used on golf courses;
- Planting and cultivation of trees and ornamental shrubs;
- Proper use of fertilizers, pesticides and soil conditioners;
- General knowledge of watering practices, and related equipment care.

Ability to work alone and direct and take an active role in overseeing the work activities of other staff;

A valid B.C. Class Five (5) Drivers Licence;

At least a one year pesticide applicators licence. (Five year preferred.)

Participating knowledge of the game of golf.

GOLF COURSE MAINTENANCE EQUIPMENT MECHANIC

Definition:

Under the supervision of the Superintendent or Assistant Superintendent, and in cooperation with Associate Mechanics, to carry out regular maintenance and major or minor repairs to the equipment and vehicles utilized in implementing the golf course maintenance program; to monitor the operating condition of equipment and maintain suitable records in tracking the maintenance and repair of all equipment and vehicles; and to carry out other related or golf course maintenance activities as required and directed.

Typical Tasks:

Inspect, adjust, diagnose and repair mechanical defects of golf course maintenance equipment and vehicles;

Repair and/or overhaul motors, transmissions, differentials, fuel systems, steering systems, brakes, starting systems, drives, generators, pumps, valves and other related items as may be required to keep the equipment and vehicles in operation for the purpose of maintaining the golf course property;

Carry out machining, welding and reel sharpening as required;

Maintain records of machine time use, preventative maintenance, repairs, parts inventory, fuel and lubricant use and inventory;

Carry out general golf course maintenance and landscaping activities as time or requirement may dictate;

Carry out other related duties as directed.

Qualifications:

Five (5) years experience as a light or heavy duty mechanic, having completed apprenticeship training or equivalent;

Three (3) years experience and a good working knowledge of the activities and procedures with respect to general golf course maintenance, and the use of equipment and vehicles in maintaining large turf areas;

A working knowledge of light and heavy construction and maintenance equipment and automotive apparatus;

Skill in the use of equipment repair tools and carrying out a variety of mechanical repairs;

Knowledge of the theory, care and operation of gasoline and diesel engines;

Knowledge of the theory, care, grinding, sharpening, adjustment and maintenance of turf mowing equipment, blades and reels;

Ability to work alone or in a team environment, in diagnosing mechanical problems, scheduling appropriate maintenance and repairs, and carrying out other related duties and activities;

A valid Class five (5) B.C. Drivers Licence;

A participating knowledge of the game of golf.

LETTER OF UNDERSTANDING #1

BY AND BETWEEN:

EAGLESTAR GOLF INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

RE: Moving a General or Provincial Holiday

When a General or Provincial Holiday falls on an employee's regular scheduled work day and for the purposes of creating consecutive days, the following may be considered:

The holiday may be observed on the employee's nearest first or last scheduled day on that scheduled shift, as an example; when a holiday falls on Monday and employee's shift is Sunday, Monday, Tuesday, Wednesday and Thursday. Therefore the employee may observe the Monday holiday as Sunday or Thursday.

When the holiday is observed as such the actual holiday shall be worked and paid at the appropriate straight time rate.

As may be mutually agreed by the Employer and Employee.

Signed this _____ day of _____, 2004.

EAGLESTAR GOLF INC.

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115**

