

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**FORT LANGLEY GOLF COURSE  
("Company")**

**AND:**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 244  
("Union")**

**May 1, 2004 to December 31, 2008**

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## ARTICLE 1      PURPOSE

### **1.01 Purpose Of Agreement**

The general purpose of this Agreement is to establish satisfactory relations between the Company and certain of its Employees who are members of the Union and to provide a process for the prompt and equitable disposition of grievances and to maintain satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement.

### **1.02 Singular And Plural/Gender**

In this Agreement, whenever the male pronoun is used, it shall be deemed to include the female pronoun or vice versa and whenever the singular is used, it shall be deemed to include the plural, and vice versa.

### **1.03 Non Discrimination**

The Union and the Company, including their representatives, shall not discriminate against any Employee in compliance with the Human Rights Act of the Province of British Columbia, or because of membership in the Union.

## ARTICLE 2      UNION RECOGNITION AND SECURITY

### **2.01 Recognition**

The Company recognizes the Union as the sole bargaining agency for all Employees covered by the terms of this Agreement as referred to in the certification granted in accordance with the Labour Relations Code.

### **2.02 Union Membership**

- (a) All Employees who are now members of the Union or who may become members shall remain members in good standing as a condition of employment. All new Employees shall be required to become members of the Union within thirty (30) calendar days after the date of their employment. For the purpose of this Agreement, the term good standing is defined to refer only, and be limited to, the payment of Union dues and initiation fees.
- (b) The Union shall provide the Company with membership applications and the Company shall have all new Employees complete such application and forward same to the Union office.

### **2.03 Union Dues, Fines And Assessments**

- (a) The Company agrees to deduct initiation fees, Union dues, fines, assessments and arrears upon receipt of an authorization signed by an Employee. Such authorization to be signed and completed on commencement of employment.
- (b) The monies so deducted will be forwarded to the Secretary of the Union by the 15th of the month following the month in which the deductions were made, together with the names, addresses, telephone numbers, and Social Insurance Numbers of the Employees from whom such deductions were made. The Union will supply the Company with appropriate forms for this purpose.

- (c) The Company agrees to include on each Employee's T4 slip, payroll deductions for initiation fees and dues, in accordance with the provisions of this section.

## **2.04 Bargaining Unit Work**

- (a) The Company agrees that management or non-bargaining unit personnel shall not perform work which is normally performed by Employees covered by the terms of this Agreement, unless otherwise mutually agreed between the Company and the Union. This provision shall not apply in situations involving emergencies, testing, training or instruction, or where no bargaining unit Employee is available to do the work required.
- (b) It is understood and agreed that persons with the title of Superintendent or Assistant Superintendent may perform bargaining unit work, provided the performance of such work does not result in a loss of bargaining unit jobs, to a combined total of a maximum of five thousand (5,000) hours of such work in each calendar year, subject to the following:
  - (i) During each time period embracing the first day of November, in a given calendar year, through to the last day of February, in the next calendar year, inclusive, a base of two hundred eighty (280) hours is established during which persons with the title of Superintendent or Assistant Superintendent can perform bargaining unit work pursuant to this Clause 2.04(b). For each bargaining unit Employee employed during and throughout this period on a full-time regular hours of work basis, this base of two hundred eighty (280) can be increased by an additional one hundred twenty (120) hours. For example, if during this period one (1) bargaining unit Employee is employed on a full-time regular hours of work basis, persons with the title of Superintendent or Assistant Superintendent can perform bargaining unit work to a maximum of four hundred (400) hours; if during this period two (2) bargaining unit Employees are employed on a full-time regular hours of work basis, persons with the title of Superintendent or Assistant Superintendent can perform bargaining unit work to a maximum of five hundred twenty (520) hours; etc. In any event, these hours thus worked by persons with the title of Superintendent or Assistant Superintendent shall be deducted from the annual total allowable hours of five thousand (5,000) in each applicable calendar year.
  - (ii) In the application of this Clause 2.04(b), it is agreed that part of the five thousand (5,000) hours of bargaining unit work can be performed by managerial personnel, with the title of Superintendent or Assistant Superintendent, from Fort Langley Golf Course.
  - (iii) Any hours that are unused by the Company for the purposes of this Clause 2.04(b) in any calendar year shall not be carried over to the next calendar year.
  - (iv) The Company shall retain the right to cite lack of work due to inclement weather as a reason for reducing temporarily the hours of work for bargaining unit Employees without this affecting the Company's rights to have persons with the title of Superintendent and Assistant Superintendent perform bargaining unit work under this Clause 2.04(b).
  - (v) The Company's rights under this Clause 2.04(b) shall not be affected by any "short-term recall" undertaken pursuant to the provisions of Letter Of Agreement No. 1.

**2.05 Transfers To Management**

The Company shall notify the Union, in writing, within five (5) working days of appointing an Employee, covered by the terms of this Agreement, to a position with the Company that is outside the bargaining unit and the scope of this Agreement.

**2.06 No Other Agreements**

No Employee shall be required and no Employee shall make any Agreement with the Company contrary to the terms of this Agreement.

**2.07 Access For Union Representatives**

- (a) The Business Representative of the Union shall have reasonable access to the Company's establishment during working hours.
- (b) In the exercise of the rights granted to the Union in this Article, the Union agrees that any visits will be arranged with the Company in advance, and will be scheduled at such time so as not to interfere with work being performed by Employees or the efficiency of operations.

**2.08 Strikes And Lockouts**

- (a) The Company and the Union agree that there shall be no strikes, slowdowns, lockouts or other interruptions of work during the term of this Agreement.
- (b) No Employee shall be required to cross a legal picket line arising as a result of a strike or lockout.

**2.09 Shop Steward Recognition**

- (a) Shop Stewards shall be recognized by the Company, and the Union agrees to notify the Company as to the Shop Steward's names and dates of appointment or election.
- (b) The Parties agree that the Shop Stewards shall attend to grievances so as not to unreasonably interfere with the performance of his/her duties as an Employee.
- (c) The Company agrees that, where permission has been granted to a Shop Steward to leave his/her duties temporarily for the purpose of dealing with a grievance, such Shop Steward shall suffer no loss of pay for time spent away from normal duties and hours of work.

**2.10 Union Notices**

The Company shall provide a notice board for the posting of official Union notices. Such notice board shall be placed in an area accessible to the Employees.

**ARTICLE 3 MANAGEMENT RIGHTS**

**3.01 Management Rights**

The entire management of the operation and the direction of the working force is vested exclusively in the Company and the Union shall not in any way interfere with these rights, and management in exercising such rights will observe the provisions of this Agreement.

### **3.02 Rules And Regulations**

The Company shall have the right to establish reasonable rules and regulations to govern the conduct and performance of Employees covered by the terms of this Agreement. Prior to issuance of such rules and regulations the Company shall provide the Union with a copy of same.

## **ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE**

### **4.01 Definition Of Grievance**

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

### **4.02 Complaints**

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

### **4.03 Grievance Procedure**

Notice in writing of any grievance or dispute must be given to the Company or to the Union, as the case may be, within fourteen (14) calendar days of the occurrence. The procedure for processing grievances shall be as follows:

#### **Step 1**

The Employee shall first take up the difference with his/her immediate supervisor within seven (7) calendar days and shall receive a reply within seven (7) calendar days. If the Employee so chooses, the Shop Steward may accompany the Employee at this step.

#### **Step 2**

If the matter is not settled at Step 1, the Employee with the Shop Steward shall take up the grievance with the appropriate Manager within fourteen (14) calendar days of receiving the reply stipulated in Step 1. If a satisfactory settlement is not reached within seven (7) calendar days, the grievance shall proceed to Step 3.

#### **Step 3**

Failing settlement at Step 2, a grievance shall be referred to the local union representative and the appropriate Manager. Prior to meeting, statements in writing of the alleged grievance shall be exchanged. Failing settlement within fourteen (14) calendar days, the matter shall be referred to arbitration.

### **4.04 Single Arbitrator**

A Single Arbitrator shall be selected as follows:

- (a) Within fourteen (14) calendar days following receipt of written notice to process a grievance to arbitration, the Company and the Union shall meet in an attempt to select a mutually acceptable Single Arbitrator.

- (b) In the event that the Company and the Union are unable to agree upon a Single Arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau for the Province of British Columbia to appoint an arbitrator to hear the matter in dispute.
- (c) The Single Arbitrator shall endeavour to render a decision within fourteen (14) calendar days of the conclusion of the arbitration hearing.

#### **4.05 Decision Of Arbitrator**

In reaching a decision, the Single Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement or any of its parts, but may however, interpret its provisions.

#### **4.06 Decision Binding**

The findings and decision of the Single Arbitrator shall be binding and enforceable on all Parties to this Agreement.

#### **4.07 Cost Of Arbitration**

The expenses of the Arbitrator shall be borne equally by the Company and the Union and each of the Parties shall bear the cost of their own representatives and witnesses.

#### **4.08 Time Limits**

- (a) The time limits referred to in this Article are all mandatory. Consequently, if the Union or any Employee fails to initiate or raise a grievance or advance a grievance or proceed with an arbitration or expedited arbitration within the prescribed time limits, the matter shall be deemed to be abandoned with no further recourse to the grievance procedure or any arbitration or expedited arbitration under this Collective Agreement or the Labour Relations Code of British Columbia.
- (b) The time limits that apply under this Article with respect to initiating or raising of a grievance by the Union or any Employee shall commence on and from the earliest known date on which either the Union or any Employee knew, or ought reasonably to have known, of the circumstances giving rise to the grievance.
- (c) The time limits referred to in this Article may be altered by mutual agreement between the Company and the Union.

#### **4.09 Expedited Arbitration**

The parties hereto may, by mutual agreement, consent to utilize the following expedited process as an alternative to the Grievance and Arbitration procedures referred to in this Article.

##### **(a) Expedited Arbitration Process**

- (i) The Company and the Union shall agree to a single Arbitrator in accordance with the provisions of Article 4, section 4.04 of this Agreement.
- (ii) The outcome of the arbitration shall be binding on the parties, however it may not be cited as a precedent in the discussion of any other grievance(s) at any stage of the Grievance Procedure or in any subsequent arbitration hearing.
- (iii) All costs of shall be borne in accordance with Article 4, section 4.07 of this Agreement.

- (iv) The Parties or their Representatives shall attempt to arrive at an agreed statement of fact for presentation to the Arbitrator.
  - (v) Wherever possible the Arbitrator shall attempt to mediate a settlement between the parties, and in such cases the Arbitrator shall write a decision which is brief and to the point.
  - (vi) General Rules of Evidence will be waived, except for the rule of “onus”.
- (b) **Procedure Guidelines**
- (i) **Opening Statement**

Each Party will present an opening statement which sets out the case from their perspective. The Arbitrator will at this point seek to define the issue and to determine what evidence is agreed and what is not.
  - (ii) **The Hearing**

Witnesses will be called, where required, to ensure the “story” is properly detailed. Where an issue of credibility or conflicting evidence exists, the appropriate individuals must be present to testify.
  - (iii) **The Argument**

The parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. It is, however, essential that relevant provisions of the Collective Agreement be canvassed by the Parties to ensure that all such provisions are considered by the Arbitrator.
  - (iv) **Mediation**

The Parties must accept some responsibility at this stage to assist the Arbitrator in assessing the evidence presented. Specifically, if the Parties can assist in assessing credibility and/or contradictory evidence, they should do so.
  - (v) **The Decision**

If mediation fails or is not appropriate, and if a decision can be rendered after a short deliberation, the Arbitrator will do so. The Arbitrator will first meet with the Parties to explain the decision arrived at and provide the Parties with an opportunity to influence the exact terms of such decision. With the framework of settlement outlined by the Arbitrator, the Parties can work out the exact terms which best suit the specifics of the case. This concept will not be used to continue arguing the merits of the case.

## ARTICLE 5                      SENIORITY

### **5.01 Seniority**

Seniority, as used in this Agreement, shall mean the length of employment of an Employee with the Company within the bargaining unit, subject to the provisions of section 5.02 of this Article.

## **5.02 Probationary Period**

- (a) All new Employees shall be on probation until they have completed ninety (90) days of actual work, as defined in Clause 7.01(g), within a six (6) month period commencing on and from the date of their latest hire by the Company, subject to the other provisions of this Clause 5.02. The purpose of the probationary period is to determine the suitability of the Employee for continued employment, as determined subject to the sole discretion of the Company.
- (b) The probationary period may be extended by mutual agreement between the Company and the Union.
- (c) Either prior to or upon expiration of the probationary period, the Company shall confirm the successful completion of probation by a new Employee or otherwise terminate the Employee.
- (d) Employees on probation under this Clause 5.02 shall not accrue any seniority until such time as they successfully complete their probation period, in which case they shall be granted seniority, in accordance with Clause 5.01 above, retroactively from their last date of hire.

## **5.03 Loss Of Seniority**

An Employee shall lose seniority and shall be deemed to be terminated from employment if the Employee:

- (a) voluntarily quits;
- (b) is discharged and not reinstated through the grievance or arbitration procedures;
- (c) is absent from work for three (3) consecutive working days without a valid reason given to the Company in a timely manner;
- (d) is laid off for more than nine (9) months (This provision shall only apply to seasonal layoffs and not extended course closures for other reasons);
- (e) fails to report for work within three (3) calendar days after receipt by registered mail of a recall notice;
- (f) overstays an authorized leave of absence without a valid reason given to the Company in a timely manner; or
- (g) retires.

## **5.04 Work Force Reductions**

- (a) In the event of layoffs taking place, such layoff shall be made on the basis of seniority and qualifications to meet the job requirements. In the event two (2) or more Employees have relatively equal qualifications, the least senior Employee will be laid off first.
- (b) In the event the Company decides to retain a less senior Employee, the Company shall advise the Union prior to implementation of a layoff.

- (c) Notwithstanding anything, the Company and a senior, qualified Employee may agree that said Employee may take a voluntary lay-off, instead of retaining available work, in which case the provisions of Clause 5.04(b) above shall not apply. Under these circumstances, the Company shall have the right to agree, or not, with the request for voluntary layoff by a senior Employee, on a case by case basis, and the exercise of this right by the Company shall be subject to the sole discretion of the Company and the matter shall not be grievable by any Employee in the bargaining unit or by the Union.
- (d) An Employee who has been laid off and wishes to be recalled must ensure that the Company has a current phone number and address.

#### **5.05 Recall From Layoff**

An Employee who has been laid off in accordance with this Article, shall be recalled as work becomes available based on seniority and qualifications to meet the requirements of the work available. In the event two (2) or more Employees have relatively equal qualifications, the more senior Employee will be recalled first. In the event seniority is equal, the Employees' date of hire shall be used to determine the first Employee to be rehired.

#### **5.06 Continuation Of Seniority**

- (a) Subject to the provisions of Clause 5.03 above, seniority shall continue to accrue for an Employee who is away from work as a result of a legitimate illness, authorized Leave Of Absence, or an Industrial Accident that occurred in the employment of the Company and for which the Employee is entitled to Worker's Compensation Benefits; however, under no circumstances shall such seniority accrual exceed three hundred sixty-five (365) consecutive calendar days with respect to any one (1) applicable absence from work. Upon expiration of this time period for seniority accrual, seniority shall thereafter be maintained, but not accrued, subject to the provisions of Clause 5.03 above.
- (b) The Company may require an Employee, who is absent due to illness or injury, to provide a Doctor's Certificate as evidence of such illness or injury.

#### **5.07 Students/Casual Employees**

- (a) The Company may hire Students or Casual Employees to fill temporary vacancies as a result of a Regular Employee's absence, or to perform work on a seasonal or temporary basis.
- (b) Students and Casual Employees shall not be scheduled to work if a Regular Employee is on layoff that has the qualifications to perform the work available, and if such Regular Employee is available to perform such work. It is further agreed the Company shall not employ Casual Employees to fill Regular permanent vacancies.
- (c) Students and Casual Employees shall not accumulate Seniority, however, if a Student or Casual Employee is accepted as a Regular Employee, then such Employee shall be given Seniority credits for actual days worked as a Student or Casual Employee.

#### **5.08 Seniority Lists**

The Company shall provide the Union with a Seniority List of all Regular Employees, indicating their date of employment and accumulated seniority every six (6) months, January 1st and July 1st of each year. In addition, the Company shall post a copy of such Seniority List where it is accessible to Employees for review.

## 5.09 Assignment Of Work

The Company shall make every reasonable effort to assign work on the basis of seniority, qualifications, and individual Employee preference. It is, however, understood that all Employees will be required to perform the various job functions of a Groundskeeper and that the final right to assign work is at the sole discretion of Management.

## ARTICLE 6 HOURS OF WORK

### 6.01 Work Schedules

- (a) The standard work day shall be eight and one-half (8 1/2) consecutive hours consisting of eight (8) hours worked.
- (b) The standard work week shall consist of five (5) consecutive days with two (2) consecutive days off.
- (c) The work week shall commence at 12:01 a.m. Sunday and end the following Saturday at midnight.
- (d) Where more than one (1) Work Schedule is being worked at any one time, the shifts shall be filled based on the Employee's qualifications and seniority. The selection process shall be completed on or before April 1<sup>st</sup> of each calendar year.
- (e) The completed Work Schedule shall be posted by the Company and shall contain the name of each Employee, the working days and days off, starting and quitting times, and shall not be changed by the Company unless five (5) calendar days notice has been given the Employee whose working week is being changed, except in the case of unforeseen circumstances at which times the Company shall provide the Employee with as much notice as reasonably possible.
- (f) Unforeseen circumstances for the purpose of this Article include staffing for unexpected Leaves of Absence due to illness, etc., peak workload requirements, and other operational needs which are not subject to advance planning.

### 6.02 Rest And Meal Periods

- (a) All Employees working a complete shift shall be entitled to two (2) paid rest periods of fifteen (15) minutes and an unpaid meal period of thirty (30) minutes. Such rest and meal periods shall be based on a twenty (20) minute period during the first half of the shift and a forty (40) minute period during the second half of the shift.
- (b) It is understood and agreed that the above referenced rest and meal breaks include travel to and from the job site.

### 6.03 Minimum Daily Pay

#### (a) Reporting Pay

An Employee that has not been notified not to report for work and reports for work as scheduled, and is sent home because no work is available, shall be paid two (2) hours pay at the Employee's regular straight time rate of pay.

(b) **Regular Shift**

If an Employee starts work on a scheduled shift, and is then sent home due to a lack of work, the Employee shall be paid a minimum of four (4) hours at the Employee's regular straight time rate of pay or for work actually performed, whichever is greater.

(c) **When No Pay**

An Employee who is given reasonable advance notice by the Company not to report to work shall not be entitled to any pay under this Clause 6.03.

**6.04 Overtime Rates Of Pay**

(a) **Daily Overtime**

An Employee required to work in excess of eight (8) hours on a regular scheduled work day shall be paid for the first three (3) hours of overtime at time and one-half (1 1/2) and for all hours worked thereafter at double time.

(b) **Weekly Overtime**

An Employee required to work in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1 1/2) for the first eight (8) hours of work in excess of the forty (40) hours and double time thereafter.

**6.05 Call-Out**

(a) Where an Employee is called out to work after completion of the work day, or on a regular scheduled day off, or on a Statutory Holiday, the Employee shall be paid the appropriate overtime rate for all hours worked, but in no case shall such Employee be paid for less than two (2) hours at the applicable overtime rate.

(b) For purposes of the above, a call-out shall mean a call to work after an Employee has left the place of work.

**6.06 Overtime Authorization**

All work to be performed by an Employee in excess of the Employee's regular scheduled hours of work must be authorized in advance by the Company.

**6.07 Assignment Of Overtime**

(a) When overtime is required by the Company, the work will be offered to the Employees on a seniority basis, provided that the Employees have the qualifications to perform the work available.

(b) Employees may refuse to work overtime, provided there are other junior Employees who have the necessary qualifications to perform the work available. In the event that all of the Employees who are offered the overtime refuse such work, then the junior Employee(s), who has the necessary qualifications to perform the work available, must perform the overtime work.

- (c) When the Company requires overtime to be performed at a time adjacent to the regular working shift, then the overtime work shall be offered to those Employees working on that day.

**6.08 Industrial Accidents**

An Employee required to leave work as a result of a work related injury, and who is eligible to receive Workers' Compensation benefits, shall be paid for the remainder of the scheduled shift for that day at the Employee's regular rate of pay.

**ARTICLE 7 WAGE RATES**

**7.01 Rates Of Pay**

The hourly rates of pay for Employees in the bargaining unit shall be as follows:

**(a) Groundskeeper**

	<b>Effective May 1, 2004</b>	<b>Effective May 1, 2007</b>	<b>Effective May 1, 2008</b>
(i) Start Rate	\$10.50	\$10.71	\$10.92
(ii) After 240 Days Of Actual Work	\$12.00	\$12.24	\$12.48
(iii) After 480 Days Of Actual Work	\$14.00	\$14.28	\$14.57
(iv) After 1,200 Days Of Actual Work	\$16.00	\$16.32	\$16.65

**(b) Student And Casual Employee Pay Rates**

	<b>Effective May 1, 2004</b>	<b>Effective May 1, 2007</b>	<b>Effective May 1, 2008</b>
(i) Start Rate	\$9.00	\$9.18	\$9.36
(ii) After 90 Days Of Actual Work	\$10.00	\$10.20	\$10.40
(iii) The pay rates set out above for Student and Casual Employees apply to work they perform in the Groundskeeper classification.			

- (c) Groundskeepers shall not be required to provide their own tools to perform their duties on behalf of the Company.

- (d) The following premium rates shall apply to Employees who have the appropriate certification:

- (i) Pesticide License  
\$0.25 per hour

(ii) Survival First Aid

\$0.25 per hour

(The Company will recognize two (2) first aid certificates (a.m. and p.m. shift) on the basis of seniority.)

(iii) Turf & Horticulture

\$0.50 per hour

(e) An Employee designated and acting as a Lead Hand shall receive a premium of fifty cents (\$0.50) per hour for all hours worked in such position.

(f) It is agreed that nothing in this Agreement shall prevent the Company from paying an Employee a rate of pay higher than that stated in this Clause 7.01.

(g) A "day of actual work" as referred to throughout this Agreement shall mean eight (8) hours of work, being time spent on the job, inclusive of paid rest periods, but exclusive of overtime and unpaid meal periods. (All applicable hours worked count towards "days of actual work" based on eight (8) hour increments.) This definition of "day of actual work" shall apply equally to the pay protected employees described in Clause 7.01(h) below with respect to their step-on-scale advancement under Clause 7.01 of the Collective Agreement between the Parties that expired on April 30, 2004.

**(h) Pay Protection For Certain Employees**

(i) Notwithstanding anything, it is agreed that Employees in the bargaining unit on May 1, 2004 shall continue for the duration of this Collective Agreement to be paid rates of pay, and be eligible for step-on-scale advancement, in accordance with Clause 7.01 of the Collective Agreement between the Parties that expired on April 30, 2004, providing they maintain continuous service with the Company. Accordingly, such Employees shall not be subject to the lower rates of pay arising out of a revised Clause 7.01 that came into effect on May 1, 2004. For greater clarity and certainty, the Employees subject to the pay protection described in this Clause 7.01(h)(i) are, by name, as follows:

Ken Adam; Scott Appleyard; John Bull; Tyler Dinwoodie; Francois Fortin; Walter Goodwin; Jim Hochstetter; Brad Holland; Steve Merwin; Duncan Redmond; and James Smith.

(ii) The persons named in Clause 7.01(h)(i) shall each have their then prevailing hourly pay rate increased by two percent (2%) effective May 1, 2007, and then pay rates and step-on-scale advancement provisions governing them pursuant to Clause 7.01 of the Collective Agreement between the Parties that expired on April 30, 2004, shall be increased accordingly by the same two percent (2%).

(ii) The persons named in Clause 7.01(h)(i) shall each have their then prevailing hourly pay rate increased by two percent (2%) effective May 1, 2008, and then pay rates and step-on-scale advancement provisions governing them pursuant to Clause 7.01 of the Collective Agreement between the Parties that expired on April 30, 2004, shall be increased accordingly by the same two percent (2%).

## **7.02 New Classifications**

When the Company creates a new job classification for which no wage rate is presently established, the rate for such new classification shall be established by mutual agreement between the Company and the Union. If the Parties are unable to agree on a wage rate the matter may be referred to Arbitration in accordance with the provisions of this Agreement.

## **ARTICLE 8 ANNUAL VACATIONS**

### **8.01 Vacation Entitlement**

All Employees shall receive an Annual Vacation each year in accordance with the Employment Standards Act of British Columbia, except:

- (a) Employees who have completed five (5) years employment with the Company shall receive three (3) weeks vacation that year and each year thereafter, with pay at six (6%) percent of earnings for the year preceding the vacation.
- (b) Employees who have completed ten (10) years employment with the Company shall receive four (4) weeks vacation that year and each year thereafter, with pay at eight (8%) percent of earnings for the year preceding the vacation.
- (c) For the purposes of the above provisions only, an Employee's service shall be accumulated on the basis of the date of employment.

### **8.02 Vacation Scheduling**

- (a) On the first day of April each year, a Schedule shall be posted and Employees shall designate on the Schedule, prior to April 30th, the vacation period they desire. Vacation time shall be allotted by the Company with senior Employees receiving first consideration.
- (b) Providing the Company receives adequate vacation information from the Employees by April 30th, the Company shall approve the final Schedule for vacations by May 31st, however, it is understood that such approved Schedule shall be one that is satisfactory to the Company.
- (c) It is understood and agreed the Company will make every reasonable effort to grant the vacation period requested by an Employee in accordance with subsections (a) and (b) above.

### **8.03 Paid Statutory Holiday**

If a Paid Holiday, as set out in this Agreement, occurs during an Employee's annual vacation, such Employee shall:

- (a) be paid for the holiday, in accordance with the provisions of section 9.02 of this Agreement, or
- (b) be provided another day off with pay in lieu of such holiday.

### **8.04 Payment Of Vacation Pay**

The Company shall pay the Employee's Annual Vacation Pay, based on the applicable percentage rate of the Employee's gross earnings. Such payment shall be made each pay period.

## ARTICLE 9      PAID HOLIDAYS

### **9.01 Designated Holidays**

The following have been designated as Paid Holidays:

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

All other Statutory Holidays proclaimed by Federal or B.C. Provincial Governments.

### **9.02 Eligibility**

- (a) An Employee with a regular schedule of hours, who has worked at least fifteen (15) of the thirty (30) calendar days prior to a Paid Holiday, is entitled to a regular days pay for such Holiday.
- (b) An Employee who works irregular hours on at least fifteen (15) of the thirty (30) calendar days prior to the Paid Holiday, is entitled to an average days pay for the Holiday. The amount is calculated by dividing the Employee's total wages, excluding overtime, earned in the thirty (30) day period by the number of days actually worked.
- (c) An Employee who has worked fewer than fifteen (15) of the thirty (30) calendar days prior to a Paid Holiday is entitled to a Holiday pay on a pro-rated basis. The amount is calculated by dividing the Employee's total wages, excluding overtime, earned in the thirty (30) day period by fifteen (15).
- (d) If an Employee is on annual vacation, the Employee's vacation days and vacation pay are counted as days worked and wages earned when calculating Paid Holiday pay.
- (e) In addition to the above, an Employee shall not be eligible to receive Paid Holiday pay if absent from the last shift scheduled immediately prior to the Holiday observed, or the first scheduled shift immediately after the Holiday observed, unless the Employee provides an acceptable reason for the absence during this period.
- (f) A layoff of one (1) week or less duration shall not disqualify an Employee from Paid Holiday entitlement in accordance with this Article.

### **9.03 Work On A Paid Holiday**

In addition to pay for the holiday, an Employee shall be paid time and one-half (1 1/2) for all hours worked on a Paid Holiday.

### **9.04 Holiday On A Day Off**

In the event of a Paid Holiday or Proclaimed Holiday falling on the Employee's regular day off, such Employee shall receive:

- (a) another day off with pay, or

- (b) another day's wages as may be mutually agreed to by the parties.

#### **9.05 Banking Of Holidays**

- (a) Regular Employees who work the Paid Holidays of Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, and Thanksgiving Day, shall be allowed to bank the holiday pay for such days worked and take the time off, and receive the holiday pay banked, during the period between Thanksgiving Day and the following Good Friday.
- (b) The six (6) days to be taken off in accordance with this provision shall be by mutual agreement between the Company and the Employee.

### **ARTICLE 10 PAY PERIODS AND PAYMENT OF WAGES**

#### **10.01 Pay Periods**

- (a) Each Employee shall be paid twice monthly for all wages earned up to and including the end of the third calendar day immediately prior to the 15<sup>th</sup> and the end of the month.
- (b) Paycheques shall be issued to Employees after 12:00 noon but by no later than 1:30 p.m. on each pay day, being respectively the 1<sup>st</sup> and 15<sup>th</sup> of each month.
- (c) If a pay day falls on a Statutory Holiday, the paycheques will normally be issued on the preceding calendar day, subject to the provisions of Clause 10.01(d) below.
- (d) If a pay day falls on a Saturday, the paycheques shall be issued on the preceding Friday. If a pay day falls on a Sunday, the paycheques shall be issued on the following Monday.
- (e) A detailed statement of earnings shall be provided to each Employee with the Employee's paycheque.

### **ARTICLE 11 DISCIPLINE AND DISCHARGE**

#### **11.01 Just Cause**

The Company shall only discipline or discharge for just and reasonable cause an Employee who has completed the probation period.

#### **11.02 Notice Of Disciplinary Action**

The Company shall notify an Employee in writing of any written warning, suspension or discharge of that Employee for disciplinary reasons. The Company shall also provide a copy of each such disciplinary notice to a duly authorized representative of the Union from outside of the bargaining unit, as designated by the Union.

#### **11.03 Use Of Personnel File In Relation To Discipline**

Written notices of discipline contained in an Employee's personnel file which are more than two (2) years old from the date of issuance shall not be relied upon by the Company to support any subsequent disciplinary action provided that in the interim there has been no other discipline. Notwithstanding the foregoing, the Union specifically agrees that the Company retains the right when invoking the doctrine of culminating incident to rely upon the entire employment history of an Employee including, but not limited to, the complete disciplinary record.

#### **11.04 No Oral Warning Or Reprimand As Discipline**

An oral warning or reprimand shall not be deemed to be a disciplinary measure.

#### **11.05 Major Discipline - Preliminary Meeting**

Before suspending an Employee without pay or discharging an Employee, the Company will convene a preliminary meeting with a duly authorized representative of the Union from outside of the bargaining unit, as designated by the Union, to provide a forum for a review of the matter. For this purpose, the Parties specifically agree to provide each other with disclosure of all relevant evidence within their knowledge or possession. This meeting must be convened within five (5) calendar days of the request by the Company, otherwise the Company shall have the right to proceed with the suspension without pay or the discharge, as the case may be. This five (5) calendar days limit may, on a case by case basis, be extended by mutual agreement between the Company and the Union.

#### **11.06 Union Representation In Relation To Discipline**

When discipline up to and including discharge is imposed by the Company, the Employee concerned shall have the right, upon request of the Employee, to Union representation. It shall not be the responsibility of the Company to ensure that the Employee is aware of this right. Furthermore, Union representation, if requested by the Employee, must be available within not more than twenty-four (24) hours from the time the option is exercised by the Employee; otherwise, the Company shall have the right to impose the discipline in the absence of Union representation. This twenty-four (24) hours time limit may, on a case by case basis, be extended by mutual agreement between the Company and the Union.

#### **11.07 Termination Of An Employee On Probation**

The test of cause for termination of an Employee on probation shall be a test of the Employee's suitability for continued employment in the position in which he or she is employed, as determined subject to the sole discretion of the Company.

### **ARTICLE 12 TERMINATION OF EMPLOYMENT**

#### **12.01 Termination Of Employment**

- (a) Where the employment of an Employee is terminated, other than for just and reasonable cause, such Employee shall be provided notice, in accordance with the provisions of the Employment Standards Act of the Province of British Columbia.
- (b) An Employee who retires at normal retirement age (age sixty-five (65) or later), shall be entitled to receive one (1) days pay, based on the Employee's average daily earnings in the preceding twelve (12) month period, for each year of continuous employment with the Company.

### **ARTICLE 13 SAFETY/PROTECTIVE CLOTHING**

#### **13.01 Promotion Of Safety**

The Company and the Union agree to promote Safety in the Company's operations and to ensure that all Employee's comply with Safety Rules and Regulations introduced by the Company for the protection of the Employees and the Company's property.

### **13.02 Safety Equipment**

Where the Company is required, in accordance with the Workers' Compensation Board Regulations, to provide safety equipment, Employees shall use such equipment as directed by the Company.

### **13.03 Protective Clothing**

#### **(a) Rubber Boots And Gloves**

The Company shall supply rubber boots and gloves to Employees where such articles are required in the performance of their duties. Replacement of such articles shall be made provided the worn out items are returned.

#### **(b) Rain Gear**

The Company will pay an Employee fifty percent (50%) of the cost of rain gear (jackets and pants), to a maximum of one hundred dollars (\$100.00) in each two (2) year period, provided the Employee has completed a minimum of two hundred and forty (240) days worked. Payment shall be made by the Company on presentation of an acceptable receipt of purchase. The maximum allowance referred to in this subsection shall increase to one hundred and fifty dollars (\$150.00) for Employees that work in excess of nine (9) months in a calendar year.

### **13.04 Training**

When an Employee is assigned to use a piece of equipment for the first time, such Employee shall be provided with appropriate training in the safe, proper use, and care in operating such equipment.

## **ARTICLE 14 BENEFIT PROGRAMS**

### **14.01 Entitlement**

All Employees, except Students and Casual Employees, who have completed their probationary period, and work an average of thirty (30) hours per week, shall be eligible for the Benefit Programs, as set out in the Employee Benefits Plan handbook, effective the first day of the month following completion of the probation period, subject to completing the necessary applications for enrolment and meeting the eligibility requirements of the Insurance Carrier.

### **14.02 Contributions/Deductions**

- (a) The Company shall contribute seventy percent (70%) of the cost to provide M.S.P., Dental and Extended Health benefits with the balance paid by the Employee. Deductions for such coverage shall be made from the Employee's wages on a semimonthly basis.
- (b)
  - (i) An Employee absent from work due to a certified illness shall have the benefits referred to in this Article continued for a maximum period of six (6) consecutive months, provided the Employee continues to pay the required portion of the costs as set out in subsection (a) above.
  - (ii) An Employee in receipt of Workers' Compensation benefits, shall have the benefits referred to in this section continued, on the same basis as in subsection (i) above, for the entire period of the absence while in receipt of Worker's Compensation Benefits.

- (iii) An Employee on approved Pregnancy Leave or Parental Leave in accordance with the Employment Standards Act of British Columbia shall also have the benefits referred to in this Article continued, on the same basis as in subsection (i) above, however, the maximum period of coverage shall be as set out in the Employment Standards Act.

#### **14.03 Sick Leave Allowance**

- (a) An Employee who has worked for the Company for at least two (2) seasons, without loss of seniority, shall commence to accumulate sick leave at the rate of one (1) day per month to a maximum of six (6) days per calendar year.
- (b) Sick leave shall be paid for any certified illness or a non-occupational absence in excess of three (3) consecutive working days of absence. An Employee requesting sick leave must provide the Company with a medical certificate from a qualified medical doctor certifying the absence.
- (c) The Sick Leave allowance referred to herein shall not be cumulative from year to year.

### **ARTICLE 15 LEAVES OF ABSENCE**

#### **15.01 Sickness, Accident And W.C.B.**

In the case of being off for sickness or accident, when the Employee is declared physically able to resume their occupation by either a physician or the Workers' Compensation Board, the Employee shall be reinstated to the position held at the commencement of the absence.

#### **15.02 Personal Leave**

An Employee shall be entitled to request a Leave of Absence without pay for good and sufficient cause, in accordance with the provisions of the Employment Standards Act of British Columbia. Such request shall be submitted in writing by the Employee for approval by the Company. If the request is approved or denied it shall be given in writing to the Employee.

#### **15.03 Witness Or Jury Duty**

An Employee, who worked an average of twenty (20) hours per week, in the previous three (3) month period, and is required for Jury Duty, or as a witness (except in the Employee's own defense) the Company will pay the Employee an amount required to make up the difference between the normal earnings the Employee would have received and any amount which the Employee receives from the court for such service.

#### **15.04 Bereavement Leave**

An Employee, who worked an average of twenty (20) hours per week, in the previous three (3) month period, shall be entitled to a maximum of three (3) consecutive days off without loss of pay to attend the funeral of a member of the Employee's immediate family. Immediate family for the purposes of this provision shall be defined as parents, children, sister, brother, spouse, mother-in-law, or father-in-law, grandparents and grandchild.

### **15.05 Leave For Union Business**

The Company shall grant, provided reasonable notice is given, a leave of absence, without pay to an Employee required to attend to Union business, or elected as a delegate to attend Union conventions, or as a member of the negotiating committee. The granting of such leave shall be dependent on operational requirements.

### **15.06 Leave For Job Related Courses**

- (a) Where the Company requests an Employee to take a course directly related to the improvement of job related skills, such Employee shall be granted a Leave Of Absence, with pay, to attend such course and the cost of the course shall be paid by the Company.
- (b) The selection of personnel shall be based on seniority, however, an Employee shall have the right to refuse to attend such courses.
- (c) The above provisions with respect to pay and the cost of the course shall be subject to the Employee successfully passing the course.

## **ARTICLE 16 TERM OF AGREEMENT**

### **16.01 Term**

- (a) This Agreement shall be for the period from and including May 1, 2004 to and including December 31, 2008. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code of British Columbia.
- (b) During the period when negotiations are being concluded between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until the earliest of the following occurrences:
  - (i) the Union commences a legal strike; or
  - (ii) the Company commences a legal lockout; or
  - (iii) the parties enter into a new or continued agreement.

### **16.02 Notice To Terminate Or Bargain**

- (a) Where a Party to this Agreement has given notice to commence Collective Bargaining, the Parties shall, within ten (10) days after the notice was given, or at such time as may be mutually agreed, commence Collective Bargaining.
- (b) It is understood and agreed that all provisions of this Agreement shall remain in full force and effect during the Collective Bargaining Process.

### **16.03 Limitations**

The Parties hereto agree that the operation of subsections 50 (2) and 50 (3) of the Labour Relations Code of British Columbia are hereby excluded.

IN WITNESS WHEREOF the Parties hereto have affixed their signatures hereto this 30<sup>th</sup> day of August, 2004.

On behalf of :

**FORT LANGLEY GOLF COURSE**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 244**

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**Loc Huynh**  
*General Manager*

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**Roger Fitzpatrick**  
*Business Agent*

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**Michael O'Brien**  
*Golf Course Superintendent*

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**Walter Goodwin**  
*Union Bargaining Committee Representative*

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**Don Percifield**  
*Consultant - Power Labour Relations*

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**Jim Hochstetter**  
*Union Bargaining Committee Representative*

**LETTER OF AGREEMENT NO. 1**

**BETWEEN**

**Fort Langley Golf Course  
(the "Company")**

**AND**

**Service Employees International Union, Local 244  
(the "Union")**

**RE: SHORT-TERM RECALL WHILE ON "SEASONAL" LAYOFF**

With respect to the above cited subject matter, the Company and the Union (the "Parties") do hereby expressly and mutually agree as follows:

- (1) Employees who are on layoff status shall be subject to short-term recall to work by the Company during the period between November 1<sup>st</sup> and the following February 28<sup>th</sup> (February 29<sup>th</sup> in a leap year), inclusive, in accordance with the following recall procedure and the provisions of Clause 5.05 of the Collective Agreement shall not apply for the purposes of this Letter of Agreement.
- (2) "Short-term recall" for these purposes shall be defined to mean a recall pursuant to this Letter of Agreement No. 1 which is for a time period of thirty (30) consecutive calendar days or less. This time period may be extended by mutual agreement between the Company and the Union, on a case by case basis. Such "short-term recall" must be undertaken and completed during the period between November 1<sup>st</sup> and the following February 28<sup>th</sup> (February 29<sup>th</sup> in a leap year), inclusive.
- (3) Employees who are on layoff status shall have the right to decide whether or not they want to be included on the "short-term recall" list and shall make their choice known to the company. Until an Employee who is on layoff status requests to be included on the "short-term recall" list, the Company shall not be obliged to contact the Employee with respect to any "short-term recall" undertaken pursuant to this Letter of Agreement. Employees shall have the right at any time, by their request, to have their names removed from the "short-term recall" list.
- (4) Employees on the "short-term recall" list shall be recalled under this Letter of Agreement based on seniority and qualifications to meet the requirements of the work available. In the event two (2) or more Employees have relatively equal qualifications, the more senior Employee will be recalled first. In the event seniority is equal, the Employees' date of hire shall be used to determine the first Employee to be recalled.

- (5) An Employee subject to "short-term recall" shall be given at least twenty-four (24) hours advance notice of such recall by the Company, unless he or she consents to a shorter notice period, on a case by case basis.
- (6) Employee contact by the Company for the purposes of "short-term recall" pursuant to this Letter of Understanding No. 1 shall be telephone. It shall be the responsibility of each Employee who is on the "short-term recall" list to provide the Company with a current, and updated as necessary, telephone number for the purposes of such contact. An Employee on the "short-term recall" list who does not respond to a telephone call or voice message from the Company within two (2) hours of the time of contact by the Company shall be bypassed, at the discretion of the Company, with respect to the available work and shall have no recourse to the grievance and/or arbitration procedures contained in the Collective Agreement concerning that loss of potential work.
- (7) An Employee subject to "short-term recall" shall be informed by the Company in advance about the anticipated duration of the recall, that is, the length of time estimated to complete the available body of work.
- (8) An Employee subject to "short-term recall" pursuant to the provisions of this Letter of Agreement shall have the right to decline such recall without incurring any discipline, penalty or prejudice.
- (9) The Company shall not be obliged to give any Employee recalled to work pursuant to the provisions of this Letter of Agreement any notice or pay in lieu concerning return to layoff status when the period of the "short-term recall" is concluded, as determined by the Company. In such case, the Employee shall simply resume layoff status.
- (10) In the event of any conflict involving the language contained elsewhere in the Collective Agreement and the provisions of this Letter of Agreement, the provisions of this Letter of Agreement shall take precedence and prevail.
- (11) This Letter of Agreement may be changed at any time by the written mutual agreement of the Company and the Union.
- (12) This Letter of Agreement shall be deemed to be incorporated into the Collective Agreement between the Company and the Union as if set forth in full therein in writing, and shall so apply.

Signed at Fort Langley, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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Loc Huynh  
 General Manager  
**FOR THE COMPANY**

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Roger Fitzpatrick  
 Business Agent  
**FOR THE UNION**

April 6, 2004

Mr. Roger Fitzpatrick  
Business Agent  
SEIU Local 244  
Suite #301  
7820 Edmonds Street  
Burnaby, B.C.  
V3N 1B8

By Hand

Dear Mr. Fitzpatrick:

**Re: Daisuke Oguchi Performing Bargaining Unit Work  
Pursuant to Clause 2.04(b) Of The Collective Agreement**

This letter is to confirm the understanding reached between the SEIU Local 244 (the "Union") and Fort Langley Golf Course (the "Company") in collective bargaining in 2004 as concerns the above-cited subject matter.

It is mutually agreed that Mr. Daisuke Oguchi will be allowed to perform bargaining unit work pursuant to the provisions of Clause 2.04(b) of the Collective Agreement, on the understanding that any such hours thus worked by Mr. Oguchi will be deducted from the annual cap of 5,000 hours prescribed by said Clause 2.04(b).

In the event of any dispute between the Company and the Union concerning the interpretation, application or operation of this letter, this document in its entirety shall be deemed to be incorporated fully into the then extant Collective Agreement between the Parties and the dispute shall be subject to resolution in accordance with the grievance and arbitration procedures therein contained.

Yours truly,

Loc Huynh  
General Manager  
**FOR THE COMPANY**

**AGREED TO BY:**

\_\_\_\_\_  
Roger Fitzpatrick  
Business Agent  
**FOR THE UNION**

**DATE:**

\_\_\_\_\_, 20\_\_