

HOSPITALITY INDUSTRIAL RELATIONS ON BEHALF OF:

"UPLANDS GOLF CLUB"

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ARTICLE 1:00 PURPOSE

1:01

It is the intent and purpose of this Agreement to recognize the community of interest between the Employer and the Union in promoting co-operation between Employer and his Employees consistent with the rights of both parties. The parties enter into this Agreement, therefore, recognizing each others responsibilities and further shall co-operate fully to attain the aforementioned conditions.

ARTICLE 2:00 RECOGNITION

2:01

The Employer recognizes the Union as the sole Bargaining Authority for all Employees coming within the "Unit" named in the Certificate of Bargaining Authority granted the Union in accordance with the Labour Relations Code, R.S.B.C. and Amendments thereto.

2:02

The Union recognizes that the Management, operation and direction of the working forces is vested exclusively with the Employer, but this shall be carried out in accordance with the terms of this Agreement.

ARTICLE 3:00 UNION SECURITY

3:01

All present Employees who are Members of the Union shall remain Members of the Union as a condition of employment.

3:02

All present Employees who are not Members of the Union on the signing date of this Agreement shall execute an Assignment of Wages to the Union of an amount equal to the monthly dues charged by the Union to its Members as a condition of employment.

3:03

Employees hired subsequent to the signing of this Agreement shall make application to join the Union within the first (1st) fifteen (15) days of employment and remain Members of the Union as a condition of employment. The Employer shall supply each new Employee with said application, shall collect them, and forward them to the Union office.

3:04

- (A) The Employer agrees to remit Union dues, fees and assessments no later than the fifteenth day following the end of the month in which income was last earned by the Employees. With this remittance there shall be an itemized list showing the name of each Employee from whose wages such deductions were made and the amount of the deductions. With these remittances there shall also be a list of New Employees hired during the month with the Name and Address of each new Employee and a list

showing the names of the Employees who have been terminated or are now on annual vacation, sick leave, W.C.B. and/or leave of absence. All dues remittances and assessments shall be shown on all T-4 slips.

- (B) If the Employer does not remit dues, fees and assessments as outlined in this agreement, the Union may take action to collect remittances including the collection of interest. The interest rate to be twenty (20%) percent of the amount outstanding.

3:05

In the event a change in the Schedule of Fees and Dues is made by the Union, the Employer shall make deductions in accordance with the revised Schedule, provided that at least one (1) months notice by Registered Mail is given by the Union to the Employer advising of such change.

3:06

The Employer shall terminate the employment of any Employee forthwith when requested in writing by the Union for failing to comply with Sections 3:01, 3:02 and 3:03 above.

3:07

That all new Employee(s), upon being hired, shall be introduced to the Shop Steward.

3:08

The Employer shall notify the Union in writing within five (5) days of appointing any Employee to a position which he deems to be outside the Bargaining Unit and the scope of this Agreement.

3:09

- (A) The Company agrees that work normally and/or presently performed by Members of the Bargaining Unit will not be let out to contract or hired out if appropriate Company equipment and/or personnel is available for this work and Members of the Bargaining Unit normally performing this work would be laid off or not returned to the active payroll as a result.
- (B) The Company agrees not to contract or sub-contract out work that falls within the Bargaining Unit as described in the Certification, without the written agreement of the Union, such agreement not to be unreasonably withheld.

ARTICLE 4:00 HOURS OF WORK

4:01

The standard working day shall consist of eight (8) hours worked within eight and one-half (8 ½) consecutive hours.

4:02

The standard work week shall consist of five (5) consecutive days of eight (8) hours each.

4:03 SPLIT SHIFTS

The following terms and conditions shall apply regarding Split Shifts.

- (A) Any and all split shifts shall be worked by mutual agreement.
- (B) Split shifts shall commence and be completed within a twelve (12) hour period, unless otherwise mutually agreed to.

4:03 (Cont')

- (C) Employees mutually agreeing to a split shift shall work no less than four (4) hours at a time unless otherwise mutually agreed to.
- (D) Mutual agreement under normal circumstances shall not be unreasonably withheld.
- (E) Mutual agreement shall mean agreement between the Employer, the Union, the Shop-Steward and the Member or Members affected.

4:04

Each Employee shall have at least forty-eight (48) hours free from work each week. These hours shall be consecutive and may be in consecutive weeks.

4:05

The work week shall commence at 12:01 A.M. Monday and end the following Sunday at midnight.

4:06

A work schedule shall be posted by the Employer and shall contain the name of each Employee, his working days and days off, starting and quitting time and lunch periods, and shall not be changed by the Employer unless one (1) weeks notice has been given the Employee whose work week is being changed, except in the case of an emergency, at which time the Employer shall notify the Shop-Steward.

4:07

No Employee shall work during his designated lunch period.

4:08

All work performed before and/or beyond that which is recited in 4:01 and 4:02 above shall be overtime and paid for at the rates stated herein.

4:09

Employees shall be entitled to and shall take a twenty (20) minute rest period in the first (1st) half (½) of their shift, and a further twenty (20) minute rest period in the second (2nd) half (½) of their shift. Travel time to and from the Groundsmen's Hut shall be included in the rest period, but the period away from work shall not exceed twenty (20) minutes.

ARTICLE 5:00 OVERTIME AND PREMIUM RATES

5:01

- (A) One and one-half (1 ½) times the regular rate shall be paid for the first (1st) three (3) hours of work after eight (8) hours on any day except the sixth (6th) and seventh (7th) days of the week.
- (B) Double (2) times the regular rate shall be paid for all hours of work after eleven (11) hours on any day

and for all hours of work on the sixth (6th) and seventh (7th) days of the work week.

- (C) The words "sixth (6th) day of the week" as used in this Agreement shall mean the Employee's first (1st) day off in the work week.

5:01 Cont'd

- (D) The words "seventh (7th) day of the week" as used in this Agreement shall mean the Employees second (2nd) day off in the work week.

5:02

On a General Holiday, all hours worked shall be paid two (2) times the regular rate in addition to any compensation that the Employee may be entitled to pursuant to Section 6:06 (A).

5:03

Employees reporting for work at the call of the Employer shall receive a minimum of four (4) hours wages at straight time rates; provided, however, the Employer may notify Employees concerned at least two (2) hours prior to starting time that they are not required to report for work on any day. It shall be the Employee's responsibility to give the Employer an address or telephone number at which he may be contacted for such a notice.

ARTICLE 6:00 ANNUAL VACATIONS AND GENERAL HOLIDAYS

6:01

- (A) All Employees shall receive an Annual Vacation each year in accordance with the Employment Standards Act, EXCEPT

(i) Employees who have completed three (3) years employment with the Employer shall receive three (3) weeks vacation in the fourth (4th) year and each year thereafter with pay, at six (6%) percent of gross earnings.

(ii) Employees who have completed seven (7) years employment with the Employer shall receive four (4) weeks vacation in the eighth (8th) year and each year thereafter, with pay, at eight (8%) percent of gross earnings.

(iii) Employees who have completed twenty (20) years employment with the Employer shall receive five (5) weeks vacation, in the twenty-first (21st) year and each year thereafter, with pay, at ten (10%) percent of gross earnings.

- (B) (i) Where an Employee takes his vacation wholly and between the first (1st) day of November and the fifteenth (15th) day of March following, both dates inclusive, the Employee shall receive one (1) extra week's vacation, which extra week will also be taken between the first (1st) day of November and the fifteenth (15th) day of March following, and as part of the total holiday period.

(ii) The vacation period as defined in this Article may be extended from the fifteenth (15th) day of March to the thirty-first (31st) day of March by mutual agreement

between the Employee and the Employer.

(C) Seasonal Employees shall be paid their vacation pay on each cheque.

6:02

All vacations shall be taken in one (1) continuous period except by mutual arrangement between the Employer and the Employee.

6:03

Not later than the first (1st) day of August each year, a Holiday Schedule shall be posted and Employees shall designate on the Schedule, prior to October 31st, the vacation period they desire. The Employer shall post such Schedule as soon as possible after the execution of this Agreement. Vacation time shall be allotted by the Employer, senior Employees receiving first (1st) consideration.

6:04

If a General Holiday, as recognized in this Agreement, occurs during an Employee's Annual Vacation, he shall receive an additional day with pay in lieu thereof.

6:05

When an Employee's employment is terminated, for any cause whatsoever, he shall receive vacation pay in lieu of vacation in accordance with Article 6:01 (A), (B) and (C) above, whichever is applicable to his length of service.

6:06

For the purposes of this Agreement, "General Holiday" shall mean the following days:

- | | | |
|----------------|------------------|---------------|
| NEW YEAR'S DAY | B.C. DAY | CHRISTMAS DAY |
| GOOD FRIDAY | LABOUR DAY | BOXING DAY |
| VICTORIA DAY | THANKSGIVING DAY | |
| CANADA DAY | REMEMBRANCE DAY | |

and such other days as may be Proclaimed Holidays by the Government of Canada or the Government of the Province of British Columbia, and the following provisions shall apply to General Holidays, namely:

(A) Employees who have attained seniority and who have worked at least five (5) days in the preceding three (3) week period shall, in the event of a General Holiday falling on the Employee's regular day off, receive:

(i) Another day off with pay; OR

- (ii) If mutually agreed to by the parties, another day's wages.
- (B) Employees who qualify may indicate to the Employer, previous to Good Friday, their desire to stack the General Holidays of Good Friday, Victoria Day, Canada Day, Labour Day and Thanksgiving Day and take off one (1) week, with forty (40) hours pay, during the period between Thanksgiving Day and the following Good Friday. The actual week to be taken off shall be selected and determined by mutual agreement of the parties. Only two (2) Employees shall be allowed to stack their holidays and shall be paid regular time for their days off.
- (C) A lay-off of two (2) weeks or less duration shall not disqualify an Employee from General Holiday Entitlement as per paragraph (B) above.

ARTICLE 7:00 SENIORITY

7:01

"Seniority" as used in this Agreement shall mean hours worked by an Employee with the Employer. Seniority shall start from the commencement of employment. During the two hundred and forty (240) hour initial period of employment the Employee will hold no seniority. Upon completion of two hundred and forty (240) working hours the Employee will be credited with seniority from the initial date of hire.

7:02

Seniority shall continue to accumulate during a leave of absence granted by the Employer for a period of sixty (60) continuous days or less. This protection period may be extended by mutual agreement between the parties.

7:03

Seniority shall continue to accumulate when an Employee is absent due to illness for thirty (30) consecutive weeks or less. The Employer may require the Employee to present a Doctor's Certificate as evidence of such illness, and the period of protection may be extended by mutual agreement between the parties.

7:04

Seniority shall continue to accumulate when an Employee is absent due to compensable injury received on the job.

7:05

In the event of lay-offs taking place due to a reduction of the working force, such reduction shall be made on the basis of length of employment, ability and job requirements. Length of employment shall be given equal consideration with each of the other factors.

7:06

An Employee whose lay-off exceeds one hundred and eighty (180) consecutive days from date of lay-off shall lose his seniority if laid off in accordance with paragraph 7:05 above.

7:07

An Employee who has been laid off in accordance with paragraph 7:05 above and fails to return to work after receiving forty-eight (48) hours' notice shall lose his seniority.

7:08

A Seniority List shall be provided to the Union of all Union Employees each and every six (6) months, on January 1st and July 1st.

7:09

(A) Time off with pay shall be granted to a single Employee Representative when meeting with Officers of the Company on behalf of the Union, on matters of business (including negotiations) affecting both parties only where the meeting has been requested by the Employer or takes place with the consent of the Employer.

7:09 (Cont')

(B) Time off without pay shall be granted by the Employer to Official Representatives of the Union to attend meetings, conventions, work shops, etc. pertaining to labour matters directly affecting the Union, provided that:

(I) The absence shall not adversely affect the Employer's work requirements.

(ii) Only one (1) Employee shall be away at any one time for purposes referred to in this Section.

(iii) Reasonable notice is given of the date and duration

of such time off.

In addition to the foregoing, an Employee who is elected or appointed to a full-time position with the Union or any Trade Union body with which the Union is affiliated or approves of or who is elected to Public Office shall, if he so requests, in writing and provided reasonable notice is given of the date and duration of such time off, be granted leave of absence without pay and without loss of seniority provided that only one (1) Employee shall be away at any one (1) time for this purpose.

7:10 BEREAVEMENT LEAVE

- (A) If an Employee is on payroll three (3) months or more s/he shall be granted at the time of bereavement three (3) working days leave of absence without loss of pay. Relatives for the purpose of this Clause shall include: spouse (spouse to include common-law spouse; one (1) year co-habitation), children and parents, sister, brother, mother-in-law and father-in-law.
- (B) Should certain additional leave applications be made to the Employer, such additional leave will be unpaid and the request will not be unreasonably denied.

7:11

An Employee may receive a leave of absence, without pay, upon the consent of the Employer in writing, for no longer than ninety (90) days, and the Union shall be so notified. All leaves of absence shall be applied for in writing at least three (3) months prior to being required, except in family emergencies.

7:12

The Employer shall grant paid leave to Employees, other than Employees on leave without pay, who serve as Jurors.

ARTICLE 8:00 HEALTH AND WELFARE

8:01

The Employer shall supply necessary protective clothing, namely gloves, hard hats, rubber boots, coats and pants to those Employees whose nature of work, in the opinion of the Employer, warrants their use, and the Employees to whom they are issued shall be held financially responsible for abuse of such specified articles or their non-return.

8:02

The Employer shall maintain proper modern safety devices as ordered

by the Workers' Compensation Board from time to time, and no Employee shall be required to perform any work in a manner which may be a hazard to his personal safety and well-being.

8:03

An Employee who is required to leave work, as a result of a work-related injury accepted as being compensable by the Workers' Compensation Board of BC, shall be paid the remainder of the Employee's scheduled shift for that day at his regular rate of pay.

8:04

- (A) (i) (a) Effective July 1, 2004, the Employer shall contribute one dollar and fifty-five (\$1.55) cents per hour worked by each Employee except students and temporary Employees.

The Employees (except students and temporary Employees) contribution shall be twenty-five (25¢) cents per hour.

- (b) Effective May 1, 2005, the Employees (except students and temporary Employees) contribution shall be thirty-five (35¢) cents per hour.

- (ii) Effective May 1, 2006 the Employer shall contribute one dollar and sixty-five (\$1.65) cents per hour worked by each Employee except students and temporary Employees.

The Employees (except students and temporary Employees) contribution shall be thirty-five (35¢) cents per hour.

- (iii) Effective May 1, 2007 the Employer shall contribute one dollar and seventy-five (\$1.75) cents per hour worked by each Employee except students and temporary Employees.

The Employees (except students and temporary Employees) contribution shall be thirty-five (35¢) cents per hour.

- (B) Effective July 1, 2004, the Employer shall pay the Employee's Medical Service Plan premiums / BC Medical for every month an Employee works. This does not apply to students and/or temporary Employees.
- (C) If the Employer does not remit health and welfare contributions as outlined in this agreement, the Union may take action to collect contributions including the collection of interest. The interest rate to be twenty (20%) percent of the amount outstanding.
- (D) When the Employer is calculating an Employee's hours worked for the purpose of Health & Welfare contributions, they shall be based on a calendar month. These contributions shall be sent to the Service Employees International Union, Local 244, acting on behalf of the Health & Welfare Plan, no

later than the tenth (10th) of the following month.

8:05

After the first three months of employment, Employees will accumulate eight (8) hours sick pay for every one hundred and sixty (160) hours worked to a maximum of ten (10) days.

8:06

The Union shall be permitted to inspect and audit the Employer's record of time worked by Employees and contributions made to the Plans and shall be allowed the time necessary to complete the audit. The Auditor shall notify the Employer of his intentions to audit and to make the necessary arrangements for the time and place.

ARTICLE 9:00 GRIEVANCE PROCEDURE

9:01

Grievances which may arise during the Life of this Agreement shall be promptly discussed, and the parties hereto shall diligently co-operate in an effort to adjust such grievances at the earliest possible time.

9:02

The grievance shall be filed within fourteen (14) days of occurrence. The procedure for adjusting all grievances is as follows:

- (A) By a discussion between the Employee and the Superintendent concerned.
- (B) Failing to reach agreement by the above, the grievance shall be put in writing and then discussed by the Employee, Shop-Steward (if one is appointed) and the Superintendent.
- (C) Failing to reach agreement by (A) or (B) above, the grievance shall then be discussed by the Employee, an Officer of the Union and the Employer.
- (D) Any alterations due to grievance satisfactorily settled shall date from the time of filing same.
- (E) Failure to agree on any point at issue may warrant recourse to formal means of Arbitration pursuant to the following paragraph 9:03.

9:03

(A) EXPEDITED ARBITRATION

- (i) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
- (ii) The outcome will be binding on the parties.
- (iii) The cost will be borne in accordance with Section 103 of the Labour Relations Code. i.e. Employer ½ Union ½ .
- (iv) The procedure may be used after Article 9:02 of the Grievance Procedure has been completed.

- (v) No Legal Counsel will be used by either party. The Union will use elected Officers or Business Representatives. The Employer will use Employees of their Industrial Relations Division.
- (vi) The number of cases to be heard at any given time will not exceed three (3).
- (vii) The parties or their Representative will try to get an agreed statement of facts for presentation to the Arbitrator.
- (viii) Wherever possible the Arbitrator will attempt to mediate a settlement between the parties.

9:03 (Cont')

- (ix) In such case that the Arbitrator must write a decision, such decision shall be brief and to the point.
- (x) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
- (xi) General Rules of evidence will be waived except for the rule of "onus".

(B) PROCEDURE GUIDELINES

- (i) The Opening Statement: This should basically set out the case from each party's perspective. The Arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
- (ii) The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
- (iii) The Argument: As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by Counsel to ensure that all relevant clauses are put before the Arbitrator.
- (iv) Mediation: Counsel must accept some responsibility at this stage to assist the Arbitrator in assessing the evidence before him. Specifically, if Counsel 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 the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with Counsel to explain the framework of his

decision, the parties are provided with an opportunity to influence the exact terms of resolution. With the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

9:04

- (A) Any unresolved grievance or any other dispute between the Employer and the Union involving the interpretation, application, operation or any alleged violation of this Agreement may be referred by either party to Arbitration.
- (B) If the grievance is not solved by negotiations (i.e. Article 9:02 (A) through (D) inclusive), between the Employer and the Union within thirty (30) days after negotiations have broken off, either party may request in writing that the grievance be submitted to Arbitration. If such request is made, an Arbitration Board or a single Arbitrator shall be appointed within five (5) days after written request has been received. If either party fails to appoint or select a Representative(s) within the time specified herein, either party may appeal to the Labour Relations Board, British Columbia, to make the appointment(s). If selected, an Arbitration Board shall meet immediately after appointment and select a Chairman of the Arbitration Board. If they are unable to agree upon the selection of a Chairman within twenty-four (24) hours, they shall then request the Minister of Labour to make the appointment.

9:04 (Cont')

- (C) The Arbitration Board or sole Arbitrator shall not have the power to change, modify, extend or amend this Agreement or to award costs or damages against either party, but it shall have power to order, if it deems proper, that any Employee who has been wrongfully suspended, discharged or otherwise disciplined shall be reinstated without loss of pay and with any other benefits under this Agreement he may have lost. A majority decision of the Board shall constitute the award.
- (D) Each party shall pay its own costs, fees and expenses of its Representative and Witnesses. The fees and expenses of the Chairman or Arbitrator shall be shared equally between the parties.
- (E) In the event of an Arbitration Board being appointed, it is agreed by both the Union and the Employer that the parties shall request the Board to hand down its decision within ten (10) days or as soon thereafter as conveniently may be arranged. All negotiations shall be conducted during the Employer's normal business hours.

9:05

Notwithstanding the foregoing provisions of this Article, where a difference arises between the parties relating to the dismissal, discipline or suspension of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, **MR. ALAN HOPE, Q.C.** or a substitute agreed to by the parties, shall at the request of either party:

- (A) Investigate the difference;
 - (B) Define the issue and the difference;
- AND

- (C) Make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

ARTICLE 10:00GENERAL

10:01

Existing working conditions which are not covered in this Agreement shall only be changed by mutual agreement between the Employer and the Union.

10:02

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

10:03

The Business Representative(s) of the Union shall have access to the Employer's establishment during working hours, provided that any visitations are previously arranged with the Employer or his nominee and such visitations shall concern the terms of this Agreement.

10:04

Refusal to cross a legally established picket line, in accordance with Section 57(1) of the Labour Relations Code of British Columbia, shall not constitute cause for discipline or dismissal. An Employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

10:05

The Employer shall encourage the Employees to participate in job related courses. The Employer shall reimburse to the Employee the fees directly related to such course upon satisfactory completion. To be reimbursed, the Employee must first obtain the Employer's approval prior to such job related course.

10:06

Where the Mechanic is providing his own tools at the written request of the Employer, the Mechanic shall receive a Tool Allowance from the Employer in the amount of nine hundred and fifty (\$950.00) dollars per year.

The Mechanic shall be employed for one (1) year before being entitled to such allowance. To be eligible, the Employee shall tender an invoice to the Employer, prior to July 30th of each year and the Employer shall reimburse the Employee upon receipt of said invoice.

10:07

The Employer agrees to provide each Mechanic with Insurance to cover Employee owned tools which remain on the Employer's property where the Mechanic is providing his tools at the written request of the Employer. Tools of each Mechanic shall be covered to a maximum of Five Thousand (\$5,000.00) Dollars face value coverage and benefits shall be subject to normal Insurance restrictions and requirements.

ARTICLE 11:00TERMINATION OF EMPLOYMENT

11:01

Nothing in this Agreement shall affect the right of the Employer to terminate the employment of any Employee for just cause. The Union reserves the right to request in writing the reason for the termination of employment of any Employee, and the Employer shall comply with such request forthwith.

ARTICLE 12:00 CLASSIFICATION, WAGE RATES AND PAYMENT OF WAGES**12:01**

(A)

<u>Classification</u>	<u>May 1, 2004</u>	<u>May 1, 2005</u>	<u>May 1, 2006</u>	<u>May 1, 2007</u>
Student	9.63	9.82	9.97	10.12
Temporary	10.87	11.09	11.26	11.43
Grounds Apprentice	16.40	16.40	16.65	16.90
Grounds Person	18.51	18.51	18.79	19.07
Greenskeeper	19.91	19.91	20.21	20.51
Gardener	18.51	18.51	18.79	19.07
Mechanic	21.10	21.10	21.42	21.74
Certified Mechanic	22.13	22.13	22.46	22.80

- (B) The rate of "Student" shall be paid to a person who is attending a recognized Educational Institute on a full time basis and whose period of employment shall not exceed the period of April 15th to September 15th inclusive, however, Clubs may employ Students for weekend work during the year.
- (C) The rate of "Temporary" shall be paid to an Employee who is employed less than 1,120 hours in a calendar year.
- (D) The rate of "Grounds Apprentice" shall be paid to an Employee who has been employed less than 1,600 hours in that Classification.
- (E) The rate of "Gardener" shall be paid to an Employee only after he has worked in that position for a period of 910 hours during which period he will be paid the rate of "Temporary".
- (F) An Employee who has 9100 hours of service will be classified as Greenskeeper. For the purpose of this Article, a year will be considered 1820 hours of work performed.

The maximum number of Greenskeepers employed will be four, regardless of the calculation above.

The Employer shall be required to employ a minimum of two (2) Greenskeepers at all times.

12:02

A Mechanic can be called upon to do Groundsman's work if there is no Mechanical work required.

12:03 AUTOMOBILE ALLOWANCE

Employees shall not be required to supply a Vehicle to perform their duties as a condition of employment. Where an Employee is requested by the Employer to use his private automobile to carry out his duties, however, he shall be paid an allowance of sixteen (16) cents per kilometre or twenty-five (25) cents per mile for such mileage as might be incurred as a requirement of the Employer.

Mileage to and from the Employee's place of residence shall be payable under this provision if such mileage is incurred when the Employee is required by the Employer to use his private automobile to carry out duties during a special "call-out" outside of the Employee's regular hours of work.

12:04

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 in Schedule "A" shall be considered a minimum and shall not preclude the payment of a higher wage rate to any Classification at the discretion of the Employer.

12:05

In the event the Employer hires Employees who come within the scope of this Agreement and for whom a classification is not recited in this Agreement and for whom a wage rate is not stated, the classification shall be added to Article 12:00 of this Agreement, together with a wage rate, by an Amendment. If the parties are unable to agree on a wage rate, the matter may be referred to Arbitration.

12:06

Each Employee shall be paid every other Friday all wages earned by him up to and including the previous Friday. If pay day falls on a General Holiday or a non-business day, wages shall be paid the previous day. Wages shall be paid during working hours.

ARTICLE 13:00 PENSION PLAN**13:01**

(A) Effective May 1, 2005 the Employer shall contribute two (2%) percent towards the Union Multi-Sector Pension Plan. The Employees shall also contribute two (2%) percent towards the plan.

This applies to all Employees except students and temporary Employees.

(B) In this Article, the terms used shall have the meanings as described:

"Plan" means the Multi-Sector Pension Plan (SEIU).

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay.

All other payments, premiums, allowances and similar payments are excluded.

"Eligible Employee" means full time and part time employees in the bargaining unit.

Effective May 1, 2005 each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to two (2%) percent of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to two (2%) percent of Applicable Wages to the Plan.

The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article D of the agreement include:

1) To Be Provided Once Only At Plan Commencement

Date of Hire
 Date of Birth
 Date of First Contribution
 Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 Gender

2) To Be Provided With Each Remittance

Name
 Social Insurance Number
 Monthly Remittance
 Pensionable Earnings
 Year to Date Contributions
 Employer portion of arrears owing due to error, or late enrolment by the Employer

3) To Be Provided Initially And As Status Changes

Full Address
 Termination Date Where Applicable (MM/DD/YY)
 Marital Status

The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan.

ARTICLE 14:00 LIFE OF AGREEMENT, TERMINATION AND RENEWAL

14:01

This Agreement shall become effective as of the first (1st) day of May, 2004 and shall remain in full force and effect until the termination date of the thirtieth (30th) day of April, 2008, and shall renew itself without change on the first (1st) day of May, 2008, and every two (2) years on the first (1st) day of May thereafter unless written notice to commence negotiations for a new Agreement to supersede this Agreement is served by either party to the other party within four (4) months prior to the thirtieth (30th) day of April of every second (2nd) year thereafter.

14:02

In the event of notice, the party tendering same shall list the Clauses in which modification or change is desired. Negotiations shall commence as quickly as possible following receipt of notice of termination and the list of modifications.

14:03

The parties hereto agree to exclude the operation of Section 50 (2) & Section 50 (3) of the Labour Relations Code of British Columbia.

14:04

It is agreed and understood that all monetary items are retroactive and that all retroactive pay shall be paid in full within thirty (30) days from the date of the signing of this Agreement. This shall apply to all past and present Employees.

14:05

The Employer and the Union agree to share the costs equally of the printing and typing of this Collective Agreement.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATED THIS _____ DAY OF _____, 20_____.

FOR THE EMPLOYER

**HOSPITALITY INDUSTRIAL RELATIONS
FOR UPLANDS GOLF CLUB**

FOR THE UNION

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 244**

JACK BUTTERWORTH
CHAIRMAN OF THE BOARD

GORDON CARTWRIGHT
SECRETARY OF THE BOARD

RON SCHMIDT
DIRECTOR, INDUSTRIAL RELATIONS

DOUG HOLLINGSWORTH
COMMITTEE PERSON

JOHN MATTHEWS
GENERAL MANAGER

ROGER F. FITZPATRICK
BUSINESS AGENT

LETTER OF UNDERSTANDING #1

BETWEEN: HOSPITALITY INDUSTRIAL RELATIONS ON BEHALF OF:
UPLANDS GOLF CLUB,
3300 Cadboro Bay Road,
Victoria, B.C.V8R 5K5

AND: SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 244,
#306-7820 Edmonds Street
Burnaby, B.C. V3N 1B8

ARTICLE 8:04 - HEALTH AND WELFARE (LAY-OFFS)

The Club shall pay Health and Welfare Premiums for all Employees excluding Students, Temporary, and Water Persons who are laid off on or after their third (3rd) Anniversary Date.

The Club shall maintain such Benefits for up to one (1) calendar month after Coverage ends. The Employee shall be offered the option to maintain coverage under the Employer's Plan, up to three (3) months after Coverage ends.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATED THIS _____ DAY OF _____, 20_____.

FOR THE EMPLOYER

**HOSPITALITY INDUSTRIAL RELATIONS
FOR UPLANDS GOLF CLUB**

FOR THE UNION

**SERVICE EMPLOYEES
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ROGER F. FITZPATRICK
BUSINESS AGENT

UPLANDS GOLF CLUB

**3300 Cadboro Bay Road, Victoria, BC V8R 5K5
Telephone: 1-604-592-6113**

2004 - 2008