

TSAWWASSEN GOLF AND COUNTRY CLUB

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PURPOSE

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

ARTICLE 1:00 - RECOGNITION

1:01 - Union

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 to the Union in accordance with the *Labour Relations Code of British Columbia* and Amendments thereto.

1:02 - Management

The Union recognizes and acknowledges that the management of the operation and direction of the working force are the undisputed right of the Employer, and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to determine and exercise the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a clause of this Agreement.

ARTICLE 2:00 - UNION SECURITY

2:01 - Membership

All Employees of Tsawwassen Golf and Country Club covered by the certification shall become/remain Members of the Union for continuous employment.

2:02 - Checkoff

- (a) 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 continuous employment.
- (b) New 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 continuous employment.
- (c) The Union shall supply the Employer with the appropriate application forms. The Union shall provide the Employer with sufficient copies of the applications for this purpose. The Employer shall also collect these applications and forward them to the Union office.

2:03 - Assignment of Dues

The Employer agrees to deduct initiation fees, Union dues and assessments as designated by the Union, upon receipt of an authorization signed by the Employee. Such authorization to be signed

and completed on commencement of employment.

The monies so deducted will be forwarded to the Secretary of the Union, together with the names, addresses, new hires and terminated Employees on or before the fifteenth (15th) day of the month. The Union will supply the Employer with appropriate forms for this purpose.

2:04 - Notification of Exclusion

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

2:05 - Financial Responsibility

Notwithstanding any provision contained in this Article, there shall be no financial responsibility on the part of the Employer for fees, dues, assessments, etc. of an Employee unless there are sufficient unpaid wages of that Employee in the Employer's hand.

2:06 - Shop Stewards

- (A) The Employer shall recognize two (2) Employees appointed by the Union to be the Shop Steward and Alternate. The duties of the Shop Stewards shall be to assist in the reporting and resolution of all grievances.
 - (a) The Union will promptly notify the Employer of the names of the Shop Stewards and any changes thereto from time to time.
 - (b) The Employer will notify the Union of management personnel with whom the Shop Stewards should deal.
 - (c) The Shop Stewards shall conduct their duties in a reasonable manner that will not interfere with the operation of the Employer. Shop Stewards will not absent themselves from their regular work to investigate serious or emergent issues without first obtaining permission of their supervisor. When resuming their regular work, they will notify their supervisor. Permission shall not be unreasonably withheld.
 - (d) The Shop Stewards will not be discriminated against or disciplined for carrying out their duties.
 - (e) Liaison Committee: - The parties to the Agreement agree to establish a joint steward/management committee and shall meet every two (2) months. Where it is agreed between the parties that there are no problems, it will not be necessary to convene such meeting. It will be the purpose of this committee to examine, discuss and make recommendations on all matters of mutual interest.
- (B) Any Employee requested to meet with the Employer with respect to discipline or Employee work performance shall be informed of the nature of the discussion, and if the Employee so

wishes, such Employee may have a Shop Steward present at the meeting.

2:07

Copies of all discipline letters shall be sent to the Union office at the time they are presented to an Employee.

ARTICLE 3:00 - HOURS OF WORK

3:01 - Work Week

The work week shall be a calendar week commencing at 0:01 hours Sunday and ending at 24:00 hours Saturday. The standard work week shall consist of five (5) shifts of eight (8) hours each.

3:02 - Work Day

The standard working day shall consist of eight (8) hours worked within eight and one half (8½) consecutive hours.

3:03 - Days Off

All Employees shall receive two (2) consecutive days off in each work week.

3:04 - Work Schedules

- (a) A work schedule shall be posted in a conspicuous place for the information of all scheduled Employees. The work schedule shall contain the following information for each scheduled Employee:
- Employee's name;
 - classification;
 - days off; and
 - starting and finishing times.
- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled Employee to check the posted work schedule for changes.
- (c) In the event that the Employer changes the next scheduled shift of an Employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the Employee of the change. All changes to the work schedule shall be dated.

3:05 - Changes In Work Schedule

- (a) In situations other than emergencies, including short notice sick leave, scheduled Employees are entitled to one (1) week notice of any changes in their respective work schedules. Longer notice will be given if possible.

- (b) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (c) Section 3:05(d) will not apply when:
 - (i) lack of work is due to fire, flood, power failure or some other cause clearly beyond the control of the Employer;
 - (ii) the Employee has failed to notify the Employer of current address and telephone number on forms supplied by the Employer.
- (d) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or, when unable to do so, have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.

3:06 - Overtime

All work performed beyond that which is recited in Article 3:01 above, shall be overtime and paid at overtime rates stated herein.

3:07 - Scheduling of Overtime

All overtime must be pre-approved by the employer.

Where the Employer determines that it is necessary to assign work on an overtime basis, the assignment of overtime shall follow the following conditions:

- (a) If overtime is equal or less than thirty (30) minutes, the Employee performing the work may carry on.

If greater than thirty (30) minutes, seniority shall apply providing:

- (i) the Employee is scheduled to work that day
 - (ii) the Employee has the skills and ability to perform the work
- (b) Employees may refuse to work overtime, provided there are other junior Employees who have the necessary ability, job requirements, and efficiency, to perform the work. In the event that all of the Employees who are offered the overtime refuse the work, then the junior Employee(s) who has the necessary ability, job requirements, and efficiency, must perform the overtime work.
- (c) The parties agree, the Employer is responsible for making the initial determination as to

which Employees have the necessary ability, job requirements and efficiency to perform the work. The parties further agree that the Employee who is assigned to perform the overtime work will do so. If any Employee is aggrieved by the employer's initial determination as to which Employees have the necessary ability, job requirements, and efficiency to perform the work, s/he shall be entitled to have the matter resolved through the Grievance Procedure set out in Article 9:00 of this Agreement. However, the principle of "work now, grieve later" shall apply in the interim.

Employees reporting for work shall receive a minimum of four (4) hours at straight time rates; provided, however, the Employer may notify Employees concerned at least two (2) hours prior to starting time, 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 contact may be made for such a notice.

3:08 - Lunch Break & Rest Periods

- (a) All Employees shall be granted during their shift one (1) unpaid thirty (30) minute lunch break.
- (b) All Employees shall be entitled to two (2) fifteen (15) minute rest periods. Such rest periods are part of the Employee's assigned hours of work and the rest period time is paid for by the Employer. The rest periods will be combined to enable Employees one (1) thirty (30) minute rest period during their shift. These rest periods shall be taken in the coffee shop or in an alternate area as agreed to by both parties.
- (c) During lunch and rest periods, Employees shall be entitled to a fifty (50%) percent discount on meals purchased in the coffee shop. This entitlement is limited too one meal per break.

3:09 - Shift Changes

The Employer shall make every effort to avoid short changes between shifts.

3:10 - Split Shifts

It is understood between the parties that split shifts are rarely assigned by the Employer, usually scheduled for aerating of the greens, with the exception of the Employee hired for hand watering. Where they are, they shall conform with Employment Standards. Notwithstanding, split shifts shall only occur twice per year.

- (a) Where split shifts are assigned by the Employer, they must conform to the following guidelines:
 - (i) no shift of less than seven (7) hours may be split;
 - (ii) no shift may be split more than once;
 - (iii) no part of a split shift shall be less than two (2) hours;
 - (iv) all split shifts must be worked within a twelve (12) hour period.
- (b) A break of two (2) hours shall constitute a split shift and the Employer is obligated to pay a split shift premium where the time between split segments is two (2) hours or more.
- (c) The premium shall be one (1) hours straight time pay in addition to the hours worked.

ARTICLE 4:00 - OVERTIME

4:01 - Rates

Overtime shall be paid as follows:

One and one half (1½) times the regular work rate for:

- (a) the first three (3) hours of work after eight (8) hours on any one (1) day or greater than forty (40) hours in one (1) week.
- (b) working on a Statutory Holiday.
- (c) all hours worked on the sixth (6th) consecutive day of work.

Two (2) times the regular work rate for:

- (a) after eleven (11) hours in any one (1) day or after forty-eight (48) hours in one week.
- (b) all hours worked on the seventh (7th) day of the week.

Notwithstanding the above, at the beginning and the end of the season, to facilitate the change, the Employer may split days off, or have Employee work 6th and 7th consecutive day.

4:02 - Call Back/Call In

- (a) Where an Employee is called out to work after completion of the work day, or on the regular scheduled day off, or on a Statutory Holiday, the Employee shall be paid at time and one half (1½) the regular rate for all hours worked, and in no case shall such Employee be paid for less than two (2) hours at overtime rates.

- (b) For purposes of (a) above, call-out shall mean a call to work after such Employees have left their place of work, or a call to work on a day on which they were not required to work. This Clause shall not interfere with the Change of Schedule provision contained in Article 3:05

4:03 - Pay for Statutory Holiday

All hours worked on a Statutory Holiday shall be paid for at the appropriate overtime rate and have another scheduled work day off.

4:04 - Banking of Overtime

- (a) An Employee who is entitled to receive overtime compensation pursuant to this Agreement, may elect to receive the compensation as time off work based on the applicable overtime rate.
- (b) The following provisions shall apply to any Employee who elects to receive overtime compensation as time off:
 - (i) must elect for one year (April 1 - March 31); and
 - (ii) must inform Employer of choice by written notice.
- (c) Schedule of Banking. All banked overtime shall be scheduled or taken whenever possible during the quiet period of the season or during the off season, as follows:
 - (i) Time off from work to be taken by the Employee shall be scheduled in advance at a time mutually agreed to by the parties. If not agreed to, the Employer shall schedule;
 - (ii) Any overtime compensation which is accumulated as time off by the Employee, and which is not taken, will be paid out by the Employer on the pay day immediately prior to the end of the fiscal year (March 31st), at lay off, or at the time that the Employee's employment with the Employer is terminated.

ARTICLE 5:00 - ANNUAL VACATIONS AND STATUTORY HOLIDAYS

5:01 - Entitlement

All Employees shall receive an Annual Vacation as per the following:

Years of Service	Vacation Entitlement	Vacation Pay

1-4 years	2 weeks	4%
5-9 years	3 weeks	6%
10 years or greater	4 weeks	8%

5:02 - Scheduling of Vacation

It is understood between the parties that the taking of vacations during the season can be problematic; Employees are discouraged from taking vacations during the months of April through September.

The following guidelines and restrictions shall apply:

- (a) Seasonal Employees do not usually take vacations during the period of April - September. Vacation pay shall be included on each regular pay cheque.
- (b) Casuals are paid as per Employment Standards with vacation pay included in regular pay cheque.
- (c) Regular Employees shall request vacations in writing a minimum of thirty (30) days in advance. The granting of same shall be subject to operational requirements and the Employee shall be notified within two (2) weeks of the Employer receiving the request.
- (d) The Employer shall not unreasonably deny requests and such requests shall be responded to in a reasonable period of time.
- (e) Vacations shall be taken in one (1) week blocks. (This condition may be waived by mutual agreement).

5:03 - Statutory Holiday During Vacation

If a Statutory Holiday, as recognized in this Agreement, occurs during an Employee's Annual

Vacation, such Employee shall receive an additional day with pay in lieu thereof.

5:04 - Vacation Pay

- (a) First Year Employment. Except as referred to in (b) below, Employees with less than one (1) year of completed service, will receive annual vacation pay in accordance with the applicable provisions of the Provincial *Employment Standards Act*.
- (b) Casuals. Vacation pay for casual Employees will be calculated and paid each pay period. Vacation pay will be identified separately.
- (c) Pay Method. The Vacation accrual period is April 1 - March 31.

If requested, Employees shall receive accrued Vacation Pay prior to commencement of vacation.

On the pay day immediately prior to March 31, outstanding Vacation Pay shall be paid.

5:05 - Vacation Pay Upon Termination

When an Employee's employment is terminated, for any cause whatsoever, they shall receive Vacation Pay in lieu of Vacation in accordance with Article 5:00.

5:06 - Statutory Days

The following Statutory Holidays shall be recognized by the Employer:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	

Any day declared as a Statutory Holiday by the Federal or Provincial Government shall be observed as though it was included in the above list.

5:07 - Eligibility

- (a) To be eligible for Statutory Holiday Benefits, an Employee must be employed for thirty (30) calendar days.
- (b) Employees on Lay-off are not eligible for Statutory Holiday benefits.

5:08 - Statutory Holiday On Day Off

In the event of a Statutory 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.

ARTICLE 6:00 - SENIORITY

6:01 - Definition

- (a) Service Seniority. Shall be the length of completed years of consecutive service, calculated from the Employees date of hire.
- (b) Classification Seniority. Shall be the Employee's total length of continuous service within the current classification within a particular department in the Employer's operation, and shall be measured by the total number of hours worked by the Employee within such classification.

6:02 - Probationary Period

- (a) The purpose of the Probationary Period is to determine, in the Employer's opinion, the suitability of the Employee for continued employment.
- (b) All new Employees shall have probationary status for seven hundred and twenty (720) hours or six (6) months worked, whichever is completed first. Upon completion of the probationary period, all hours worked shall be accrued as seniority.

6:03 - Lay Off and Recall

- (a) Lay-off. In the event of a lay-off taking place due to a reduction of the working force, such reduction shall be made on the basis of seniority, ability and job requirements. Seniority

shall be given equal consideration with each of the other factors.

- (b) Recall. An Employee who has been laid off in accordance with Section 6:03(a) above, shall be recalled in reverse order of lay-off, provided always that the Senior Employee has the ability to perform the work in question and is willing to perform such work.

6:04 - Accrual/Loss of Seniority

- (a) Accrual of Seniority:

Seniority shall be accrued on the basis of completed working hours. When determining what hours are counted as working hours, the following shall apply

An Employee shall accrue seniority for:

- (i) any time off paid by the Employer;
- (ii) time off as the result of an injury or illness which is proven to be work related, shall be counted as time worked for the period for which compensation is paid by the W.C.B.;
- (iii) leave of absence pursuant to Article 10:00; and
- (iv) long-term non-occupational illness or injury for a period of up to six (6) months.

- (b) Loss of Seniority:

An Employee shall lose seniority when the Employee:

- (i) voluntarily quits;
- (ii) is discharged and not reinstated through the grievance or arbitration procedures;
- (iii) is absent from work without a valid reason;
- (iv) is laid off for more than eight (8) months; and
- (v) fails to report for work after a notice of recall, giving a minimum of three (3) days advance notice of first scheduled shift, has been sent by the Employer to the Employee's last address on file with the Employer.

6:05 - Seniority Lists

A Seniority List shall be provided to the Union within fifteen (15) days from November 1st and May 1st of each year.

The Employer agrees to post a seniority list covering all Employees showing commencement date, hours worked, and classification in each department. The Employer shall post such a list on or before the first (1st) day of May and the first (1st) day of November in each and every year. A copy of the list to be provided to the Union.

ARTICLE 7:00 - HEALTH AND SAFETY

7:01 - Clothing

- (a) The Employer shall supply and maintain the following protective clothing:
- (i) gloves;
 - (ii) rain gear as required;
 - (iii) rubber boots for application of pesticides;
 - (iv) overalls for mechanic; and
 - (v) coveralls for pesticide application.

Laundry for (v) coveralls shall be the responsibility of the Employer. Replacements shall be made when presented with the worn out items.

- (b) The maximum number of uniforms per year would be three (3) polo shirts, with insignia, and three sweatshirts. Replacement uniforms shall be provided when the Employee returns the worn out uniforms.

7:02 - Tools

Employees shall not be required to provide tools

7:03 - Personal Safety

The Employer shall maintain safety devices as ordered by the Workers' Compensation Board, and no Employee shall be required to perform any work in a manner which could be a hazard to his/her personal safety and well being.

7:04 - Injury Pay

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 for the remainder of the Employee's scheduled shift for that day at his regular rate of pay.

ARTICLE 8:00 - HEALTH AND WELFARE

8:01 - Health & Welfare Plan

The Employer shall maintain the current Health & Welfare Plan for all regular Employees.

Cost of the Plan shall be fully paid for by the Employer for Full time Employees and Part Time Employees shall pay a portion based on hours worked.

8:02 – Health and Welfare (Sick Days)

iii) Employees are entitled to sick days based on the following:

- Gord – 4 days per year
- Greg – 4 days per year
- Tania – 1 day per year
- Ron – 1 day per year
- Tracy – 1 day per year

8:02 – Cont'd

iv) These sick days do not carry over from year to year. If an Employee uses a sick day, the Employer may require the Employee to provide a doctor's note.

ARTICLE 9:00 - GRIEVANCE PROCEDURE AND ARBITRATION

9:01 - Grievance

Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation hereof, or concerning discipline of an Employee shall be considered a grievance.

9:02 - Grievance Procedure

The Employee shall first take up the difference with his/her immediate supervisor within seven (7) days and shall receive a reply within three (3) days. If the Employee so chooses, the Shop Steward may accompany the Employee at this step. The procedure for processing grievances shall be as follows:

- Step 1: Notice in writing of any grievance or dispute must be given to the Employer or to the Union, as the case may be, within ten (10) days of the occurrence, excluding Saturday, Sunday and Holidays.
- Step 2: If the matter is not settled at Step 1, the Employee with the Shop Steward shall take up the grievance with the Club Manager within seven (7) days of receiving the reply stipulated in Step 1. If a satisfactory settlement is not reached within seven (7) 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 Employer. Prior to the meeting, statements in writing of the alleged grievance shall be exchanged. Failing settlement within fifteen (15) days, the matter shall be referred to arbitration.

Time Limits may be extended by mutual consent.

9:03 - Working During Grievance

In all cases, while disputes are being investigated and settled, the Employee(s) and all other parties involved, except an Employee serving a disciplinary suspension, must continue to work, but where the Employee(s) has (have) been discharged by the Employer, the Employee(s) shall not remain in the employ of the Employer while the Employee(s)'s case is being investigated and settled. Where the Employee(s) has (have) been suspended or discharged and it is decided by arbitration that the Employee(s) was (were) unjustly suspended or discharged, the Employee(s) shall be reinstated and the same arbitrator who dealt with the claim shall fix the compensation, if any, for the time lost by the Employee(s) concerned and the arbitrator's decision shall be final.

9:04 - Arbitration

Seven (7) full days (excluding Sundays and holidays) shall be allowed for the setting up of a Board of Arbitration. An Arbitration Board shall be comprised of a sole arbitrator unless the parties agree to a three (3) member Arbitration Board. The three (3) member board shall be composed on one (1) representative of the Union, and one (1) representative of the Employer, and these two (2) members shall then select an impartial chairperson. In the event of failure of these two (2) representatives agreeing on a chairperson, the Minister of Labour shall be asked to appoint one.

9:05 - Commencement of Process

Within five (5) days of the appointment of the chairperson, the Board shall commence a hearing and render a decision within fourteen (14) days. Matters to be placed before the Arbitration Board to be submitted in writing by both parties. Each party to the dispute will bear the expense of their appointee and half the expense of the Board of Arbitration Chairperson. The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties. A decision of the majority of the Board of Arbitration shall be deemed to be a decision of the Board.

9:06 - Appointment of Arbitrator

If the parties cannot mutually agree upon an Arbitrator within ten (10) calendar days, the appointment shall be made by the Minister of Labour in the Province of British Columbia, upon request by either party.

9:07 - Authority of Arbitrator

The decision of the Arbitrator in respect of an interpretation or alleged violation of this Agreement shall be final and binding upon the parties, but in no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect. Each part shall pay the expenses incurred in connection with the presentation and preparation of its own case. The Arbitrator shall hear and determine the difference or allegation and shall, within a maximum of thirty (30) calendar days following the arbitration, render his/her decision.

9:08 - Cost Sharing

Each party to the arbitration shall pay one-half (½) of the cost associated with the expenses of the Arbitrator and any other common costs.

9:09 - Optional Investigation Procedures

The provisions of Section 103 of the *Labour Relations Code* shall apply.

Should a matter not be resolved and an Arbitrator is required to resolve the issues, the parties may use the

Expedited Arbitration procedure as outlined in Section 104 of Bill 84 - 1992, the *Labour Relations Code*.

9:10 - Final and Binding

All settlements arrived at under this Article shall be final and binding upon the Employer, the Union, and the Employee or group of Employees concerned.

9:11 - Cost Sharing

Cost sharing shall apply as per Article 9:08 hereof.

ARTICLE 10:00 - LEAVES OF ABSENCE

10:01 - Written Request/Permission

Any Employee desiring Leave of Absence must make a request in writing and obtain said Leave in writing from the Employer. A written request shall not be required for Compassionate Leave. An Employee shall not be eligible for any leave until a successful completion of probation.

10:02 - Seniority and Vacation Entitlement on Leave of Absence

Leaves under Articles 10:05 (Union Business), 10:08 (Compassionate Leave) and 10:09 (Jury Duty) shall be considered as service with the Employer for purposes of accruing seniority, determining vacation entitlement and calculation of vacation pay.

Leaves under Articles 10:06 (Union Leave) and 10:07 (Parental Leave) shall be considered as service with the Employer for the purposes of accruing seniority and determining vacation entitlement. Time spent under 10:06 (Union Leave) shall not be considered as time worked for any other benefits under this Collective Agreement.

General leave greater than thirty (30) days shall be considered for retention of seniority but not accrual, and considered service for the purpose of determining vacation entitlement but not vacation pay.

10:03 - Benefit Premiums

When an Employee is on a leave of absence as provided for under this Article, all premiums for benefit coverage shall be maintained by the Employer to a maximum of four (4) weeks, unless otherwise stipulated herein or as regulated by the policy carrier.

10:04 - Leave of Absence

- (a) The Employer shall grant leave of absence without pay to Employees who are elected as delegates to attend Union conventions or as members of a Negotiating Committee.
- (b) The Employer shall grant leave of absence without pay to Employees who have been selected by the Union to attend bona fide Shop Steward education programs.

10:05 - Union Business

Upon written notice of ten (10) calendar days, which may be reduced subject to operational

requirements, the Employer will grant unpaid leaves of absence to Employees who are elected as representatives to attend Union meetings and Union conventions, or as members of any negotiating committee of SEIU, in order that they may carry out their duties on behalf of the Union. The Employer shall not be required to grant such leave when the number of Employees on leave, or to be on leave, at any one time under this article exceeds one (1) in number; provided that the Employer will grant leave to more than one (1) Employee where, in its opinion, it will not have the effect of interfering with the normal flow of operations.

10:06 - Union Leave

Upon written notice of thirty (30) calendar days, which may be reduced subject to operational requirements, the Employer will grant unpaid leaves of absence to Employees who are appointed or elected to Union positions. The Employee who obtains this leave of absence shall return to their Employer within thirty (30) calendar days after the completion of their term of employment with the Union. The Employer shall not be required to grant such leave of absence when the number of persons on leave under this article exceeds one (1) in number.

10:07 - Parental/Maternity Leave

The Employee shall accrue seniority while she (he) is on Parental/Maternity Leave; the Employer shall contribute to fringe benefits while she is on Parental/Maternity Leave. The period of Parental/Maternity Leave is in accordance to *The Employment Standards Act*.

10:08 - Compassionate Leave

All Employees shall be entitled to three (3) days off, one (1) day without loss of pay compassionate leave and the Employee must attend the funeral. Death in the immediate family to be defined as parents, children, sister, brother, spouse, mother-in-law or father-in-law, grandparents and grandchildren.

10:09 - Jury Duty

If an Employee is required to attend a court as a witness or for the purposes of serving on a jury, the Employee shall be granted leave as per *The Employment Standards Act*.

10:10 - Sick Leave Payment

All Employees are eligible for sick leave payments at the sole discretion of the Employer as per Company Policy.

10:11 - Returning From Leave

In the case of being off for sickness or accident, when the Employee is declared physically able to

resume his/her occupation by either a physician or the Workers' Compensation Board, said Employee shall be reinstated to his/her former position if it still exists, or a similar position if it does not exist. This shall apply for a maximum of six (6) months off for sickness or accident.

ARTICLE 11:00 - FORCE MAJEURE

11:01 - Force Majeure

The Employer shall not be held accountable for any default or breach of its performance or obligations under this Agreement by reason of any Force Majeure. As used herein, the term "Force Majeure" shall mean interruption of, or interference with, the conducting of business by the Employer under the terms of this Agreement by a force majeure occurrence, including, but not limited to, fire, flood, earthquake, extraordinary adverse weather conditions, war, riot, governmental action, acts of god, and any disruptive event sufficient to excuse performance of this Agreement as a matter of law. An occurrence normally considered a lay-off shall not be considered a Force Majeure.

NOTE: A heavy snow storm does not invoke this article.

In the event of a Force Majeure, the Employer may lay-off employment of any Employee upon one (1) day's notice or payment of one (1) day's guaranteed wages in lieu of such notice.

ARTICLE 12:00 - GENERAL

12:01 - Personal Agreements

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

12:02 - Courses

Where the Employer approves of a Course recognized by the B.C.G.S.A. which is directly related to the improvement of job related skills, such Employer shall, upon receiving Certification that the Employee has completed such Course successfully, pay the cost of the Course.

The Union acknowledges that the Employer may refuse approval of a course due to financial constraints.

12:03 - No Strike/Lockout

- (a) It is agreed by the Union that there shall be no strikes or other interruptions of work during the term of this Agreement. It is agreed by the Employer that there shall be no lockouts during the term of this Agreement.
- (b) Refusal to cross a legally established picket line 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.

12:04 - Preferred Jobs

It is recognized that some jobs are more desirable than others. Subject to operational requirements and the availability of competent personnel, the Employer, wherever possible, will rotate job assignments.

12:05 - Bargaining Unit Work

Golf Course Superintendents are employed as working Superintendents and may perform bargaining unit work as per the current practice.

12:06 - Discipline and Discharge of Employees

- (a) Pursuant to Section 84(1) of the *Labour Relations Code of British Columbia* the following standards shall be applied:
 - (i) Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause;
 - (ii) during the probation period specified in this Agreement, an Employee may be discharged if the Employee is unsuitable for status as a regular Employee.
- (b) In the event that an Employee is disciplined for any reason, the Shop Stewards will be notified and may be present at any meeting the Employer has with the Employee if the Employee so requests. In the event that an Employee is to be discharged, the Shop Stewards shall be present at any meeting the Employer has with the Employee.
- (c) 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.
- (d) Any disciplinary letter placed in an Employee's personnel file shall be removed from the file after the expiration of three (3) years from the date the letter was issued, provided there has not been any further disciplinary infractions during that period and provided that the disciplinary letter is not material to any pending disciplinary action.

ARTICLE 13:00 - TECHNOLOGICAL CHANGE

13:01 - Technological Change

The provisions of Section 54 of the *Labour Relations Code* shall apply.

ARTICLE 14:00 - CLASSIFICATION, WAGE RATES AND PAYMENT OF WAGES

14:01 - Rates

The classifications and their wage rates set forth in Appendix "A" shall remain in effect for the term of this Agreement.

14:02 - Eligibility

The Parties agree that only Employees who are on the payroll of the Employer as of the date of ratification by both Parties shall be entitled to receive any retroactive wage payment.

14:03 - Non Mechanics Work

- (a) Minor running repairs to equipment and the adjustments of mower levels are not regarded as Mechanic's work, but are Grounds person responsibilities. In addition, a Mechanic can be called upon to do Grounds person's work, if there is no mechanical work required.
- (b) However, if the Employer and the Mechanic mutually agree, the Mechanic can leave the Golf Course for the remainder of his scheduled work day, without pay, instead of performing Grounds person's work.

14:04 - New Classifications

It is agreed that the Employer has the right to create new job classifications not specifically set out in the attached Appendix "A" of this Agreement. In such circumstances, the Employer will set a new rate for the new classification and advise the Union. The Union and the Employer shall discuss the new rate and, if unable to agree, the matter shall be, by written submission, referred to binding arbitration within thirty (30) days.

14:05 - Pay Days

Each Employee shall be paid every other Friday, all wages earned by him/her up to and including the previous Saturday. If pay day falls on a Statutory Holiday or not on a business day, the wages shall be paid the previous day during working hours.

ARTICLE 15:00 - PREMIUM RATES AND ALLOWANCES

15:01 - Car Allowance

Where Employees are required to use their own private vehicle by the Employer, the mileage allowance shall be twenty-five cents (25¢) for every kilometer or portion thereof traveled while on the Employer's business.

To be eligible for this premium, the use of personal vehicle must be pre-authorized by the Employer.

15:02 - Pesticide Premium

An Employee shall be paid a premium of one dollar and fifty cents (\$1.50) per hour over his regular rate of pay for any hours spent applying pesticides on or around the Golf Course in connection with his/her employment. Such premium shall not apply to fertilizers.

15:03 - Lead Hand Premium

- (i) Any person who is specifically assigned by Management to direct the work of one or more Employees on a job, shall have Lead Hand status while so employed, and while s/he is performing Lead Hand duties shall be paid forty-five cents (45¢) per hour above the regular rate.
- (ii) Lead hands are expected to perform work themselves while engaged in Lead Hand duties.

15:04 - Health & Safety/First Aid Attendant

An Employee who holds a valid First Aid Certificate under the Workers' Compensation Act, shall be paid, in addition to his/her regular rate of pay, twenty-five cents (25¢) per hour when the Employee is designated the responsibility for First Aid at the Employer's operation.

15:05 – Premium Rates and Allowances (Boot Allowance)

Each May 1st the Employees shall be paid a cash allowance of sixty dollars as a boot allowance.

15:06 – Premium Rates and Allowances (Bottle Allowance)

Each May 1st the Employees shall be paid a cash allowance as a bottle allowance based on the following:

Gord	– one hundred and eighty (\$180.00) dollars per year
Greg	– one hundred and eighty (\$180.00) dollars per year
Tania	– one hundred and thirty (\$130.00) dollars per year
Ron	– one hundred and thirty (\$130.00) dollars per year
Tracy	– one hundred and thirty (\$130.00) dollars per year
Labourer 1	– one hundred and thirty (\$130.00) dollars per year
Labourer 2	– one hundred and thirty (\$130.00) dollars per year

ARTICLE 16:00 - DEFINITIONS

16:01 - Definition of Employee

- (a) Regular Employee - an Employee who is regularly scheduled (either full time or part time) on a year round basis.
- (b) Seasonal Employee - an Employee who is regularly scheduled (either full time or part time) between the months of March - October.
- (c) Casual Employee - an Employee who is not regularly scheduled, but available for, and works, shifts to replace regular Employees or unusual workload.

ARTICLE 17:00 - LIFE OF AGREEMENT, TERMINATION AND RENEWAL

17:01 - Term

This Agreement shall become effective as of the first (1st) day of May, 2004 and shall remain in full force and effect until the thirtieth (30th) day of April, 2007 and until each 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, 2007 or the thirtieth (30th) day of April in any year thereafter.

17:02 - Continuation of Agreement

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

- (a) The Union commences a Legal Strike; OR
- (b) The Employer commences a Legal Lockout, OR
- (c) The parties execute a new Collective Agreement, whichever is the earliest.

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.

17:04 - Section 50

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

IN WITNESS WHEREOF the parties hereto have hereunder caused their seals to be affixed under the hands of the proper officers.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATED THIS _____ DAY OF _____, 20_____.

FOR THE COMPANY:

TSAWWASSEN GOLF & COUNTRY CLUB

FOR THE UNION:

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 244**

**GREG BURNSIDE
COMMITTEE MEMBER**

**T. C. HUANG
PRESIDENT**

**ROGER F. FITZPATRICK
BUSINESS AGENT**

LETTER OF UNDERSTANDING #1

BETWEEN

TSAWWASSEN GOLF & COUNTRY CLUB

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244

Re: Effective Date of Collective Agreement

It is agreed between the parties that all conditions of this Collective Agreement, which do not have a specific date upon which they are to commence, shall become effective as of the Signing Date of this Agreement.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATED THIS _____ DAY OF _____, 20_____.

FOR THE COMPANY:

TSAWWASSEN GOLF & COUNTRY CLUB

FOR THE UNION:

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 244**

GREG BURNSIDE
COMMITTEE MEMBER

T. C. HUANG
PRESIDENT

ROGER F. FITZPATRICK
BUSINESS AGENT

LETTER OF UNDERSTANDING #2

BETWEEN

TSAWWASSEN GOLF & COUNTRY CLUB

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244

Re: Contracting Out

The Parties agree that all Contracting Out Services currently in place viz. maintenance, tree service, range repairs, and major repairs, shall remain as per the status quo.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

SIGNED THIS _____ DAY OF _____, 20_____.

FOR THE COMPANY:

TSAWWASSEN GOLF & COUNTRY CLUB

FOR THE UNION:

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 244**

**GREG BURNSIDE
COMMITTEE MEMBER**

**T. C. HUANG
PRESIDENT**

**ROGER F. FITZPATRICK
BUSINESS AGENT**

LETTER OF UNDERSTANDING #3

BETWEEN

TSAWWASSEN GOLF & COUNTRY CLUB

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244

Re: Labourer Eligibility for Vacant Positions

It is agreed between the parties that all current Employees with the classification of Labourer may apply for any vacant Grounds Person positions and that said Employees are deemed qualified for such positions.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

SIGNED THIS _____ DAY OF _____, 20_____.

FOR THE COMPANY:

TSAWWASSEN GOLF & COUNTRY CLUB

FOR THE UNION:

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 244**

**GREG BURNSIDE
COMMITTEE MEMBER**

**T. C. HUANG
PRESIDENT**

**ROGER F. FITZPATRICK
BUSINESS AGENT**

****APPENDIX "A"**

POSITION	May 1, 04 (2%)	May 1, 05 (2%)	May 1, 06 (2%)
Labourer			
Start	\$10.33	\$10.54	\$10.75
1920 hours	\$11.15	\$11.37	\$11.60
3840 hours	\$11.80	\$12.04	\$12.28
Groundskeeper			
Start	\$15.96	\$16.28	\$16.61
1920 hours	\$17.62	\$17.97	\$18.33
3840	\$18.53	\$18.90	\$19.28
9600	\$19.10	\$19.48	\$19.87
Mechanic			
	\$21.18	\$21.60	\$22.03

WAGE STRUCTURE FOR CURRENT EMPLOYEES

Groundsperson

Gord	\$19.11	\$19.49	\$19.88
Greg	\$18.53	\$18.90	\$19.28
Tanya	\$17.62	\$17.97	\$18.33
Ron	\$17.62	\$17.97	\$18.33

Labourer

Russ	\$13.21	\$13.47	\$13.74
Stefan	\$12.68	\$12.93	\$13.19

Mechanic

Tracy	\$21.30	\$21.73	\$22.16
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TSAWWASSEN GOLF & COUNTRY CLUB

**1595 - 52nd Street
Delta, B. C. V4M 2Z4**

TELEPHONE: 604-943-2288

2004 – 2007