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**"NICO-WYND ESTATES AND GOLF COURSE"**

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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**

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 of British Columbia and Amendments thereto.

### **1:02**

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 2:00 UNION SECURITY**

### **2:01**

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

### **2:02**

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 continuous employment.

### **2:03**

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.

The Union shall supply the Employer with Union Membership Application forms, which the Employer shall pass to each new Employee. The Employee shall return the completed forms to the Employer who will forward them to the Union office.

### **2:04**

- (A) i) 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.

**2:04 Cont'**

- ii) 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.

It is not the intent of the Union to take action to collect remittances if the Employer is late by a few days so long as it is not repeated continually.

- (B) At the written request of a seasonal Groundsperson and inside worker who is to be laid off at the end of the season, the Employer shall deduct the union minimum dues for the anticipated period of the seasonal layoff.

- (C) The written request referred to in paragraph (B) above shall be given to the Employer within twenty-four (24) hours of the seasonal Groundsperson and inside worker receiving his/her written notice of layoff.

**2:05**

The Employer shall terminate the employment of any Employee forthwith when requested by the Union, in writing, for failing to comply with Articles 2:01, 2:02 and 2:03 above.

**2:06**

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

**2:07**

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) month's notice by registered mail is given by the Union to the Employer advising of such change.

**2:08**

After notifying the Employer in advance, one (1) properly authorized Union official shall be permitted, only once in any calendar year, the opportunity to inspect the Employer's records of time worked by the Employees to see that proper contributions to any plan established pursuant to this Agreement are being remitted.

The timing of the opportunity to inspect shall be agreed to between the General Manager of the Employer, or his designate, and the authorized Union official, and shall not interfere with the normal operations of the Employer.

**ARTICLE 3:00 HOURS OF WORK**

**3:01**

- i) The standard working day shall consist of eight (8) hours worked within eight and one half consecutive hours.
- ii) The standard work week shall consist of five (5) shifts of eight (8) hours each.
- iii) During the period between December 15 and March 15, the Employer may extend a shift up to ten (10) hours. During this period, laid off employees have the right to refuse a shift that has been offered. Article 6:08 does not apply to this Article during the period of December 15 to March 15. These ten (10) hour shifts may be used outside this time period by mutual agreement between the Employer, the Union, and the Employee. This applies only to inside workers.

**3:01** Cont'

- iv) 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.

**3:02**

The week shall commence at 12:01 a.m. Monday and end the following Sunday at midnight.

**3:03**

A schedule shall be posted by the Employer and shall contain the name of each Employee, the working days and days off, starting and quitting time, and lunch periods, and shall not be changed by the Employer unless two (2) weeks notice has been given the Employee whose working week is being changed, except in the case of an emergency, at which time the Employer shall notify the Union.

**3:04**

No Employee shall work during the designated lunch period.

**3:05**

All work performed beyond that which is recited in Article 3:01 and 3:02 above, shall be overtime and paid for at the rates stated herein.

**3:06**

- i) Employees shall be entitled to, and shall take a fifteen (15) minute rest period in the first (1st) half of their shift, and a further fifteen (15) minute rest period in the second (2nd) half of their shift. These rest periods shall be taken in the immediate area in which Employees are working except when inclement weather makes it desirable to take shelter. In such

cases, it is the responsibility of the Leadhand and the Employees to ensure that the total elapsed rest break time shall not be unreasonable.

- ii) The inside Employees are to have a place to take their breaks away from their immediate work area.

**3:07**

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

**3:08**

- (i) A split shift shall be no more than seven (7) working hours. Such seven (7) hours worked shall be paid for at eight (8) hours pay. If the hours worked on a split shift are less than seven (7), the pay for the hours worked shall be prorated accordingly.
- (ii) If the hours worked by an Employee on a split shift are more than seven (7), the Employee shall be paid for all time worked in excess of seven (7) hours at the following overtime rates:
  - (iii) (A) one and one-half (1 ½) times the regular rate shall be paid for the first (1st) hour of work in excess of seven (7) hours;
  - (B) two (2) times the regular rate shall be paid for all hours of work in excess of eight (8) hours.
- (iv) This Article only applies to groundskeepers.

**3:09**

Any break of more than two (2) hours in a shift shall constitute a split shift.

**3:10**

Total elapsed hours of any split shift shall not exceed twelve (12) hours and only one (1) split shall be allowed in any shift. Notwithstanding the above statement, a club may extend the elapsed hours from twelve (12) to sixteen (16) hours for not more than five (5) golf tournaments in any calendar year. Any extensions beyond five (5) golf tournaments must have the approval of the Union.

**ARTICLE 4:00 OVERTIME, PREMIUM RATES AND FINANCIAL ALLOWANCES**

**4:01**

One and one-half (1½) times the regular rate shall be paid:

- (i) For the first three (3) hours of work after eight (8) hours on

any day except the sixth (6th) and seventh (7th) day of the week.

**4:02**

Two (2) times the regular rate shall be paid:

- (i) For all hours worked on a general holiday.
- (ii) For all hours after eleven (11) hours in any one (1) day except the sixth (6th) and seventh (7th) day of the week.
- (iii) For all hours worked on the sixth (6th) day of the week.
- (iv) For all hours worked on the seventh (7th) day of the week.
- (v) The words "sixth (6th) day of the week" as used in this Agreement shall mean the Employee's first (1st) day off in the week.
- (vi) The words "seventh (7th) day of the week" as used in this Agreement shall mean the Employee's second (2nd) day off in the week.

**4:03**

- (A) Employees reporting to work at the call of the Employer shall receive a minimum of four (4) hours at straight time rates if they commence working, or, two (2) hours at straight time rates if they are sent home prior to commencing work. If they are not to report to work on any day the Employer shall contact the Employee(s) at least two (2) hours prior to the starting time. It shall be the Employee's responsibility to give the Employer an address and/or telephone number at which contact may be made for such notice.
- (B)
  - (i) When overtime is required by the Employer, the work will be offered to the Employees on a seniority basis, provided that the Employees have the necessary ability, job requirements, and efficiency, to perform the work.
  - (ii) 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 such work, then the junior Employee(s) who has the necessary ability, job requirements, and efficiency, must perform the overtime work.

**4:03** (B) Cont'

- (iii) The parties agree the intent of paragraphs (I) and (ii) above is that 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, he/she 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.

- (iv) When the Employer requires overtime to be performed at a time adjacent to the regular working shift, then, subject to paragraph (v) below, the Employer shall offer the overtime work pursuant to paragraphs (i) and (ii) above to those Employees who are scheduled to work on that day.
- (v) When a junior Employee has commenced a job during his regular working hours which will be required to be continued as overtime, the Employer shall be entitled to have the overtime work performed by the same junior Employee if the expected time within which the job will be completed is one (1) hour or less.

#### **4:04**

Where an Employee is called out to work after completion of the work day, or on the regular scheduled day off, on a general holiday, or when on annual vacation, the Employee shall be paid at two (2) times the regular rate for all hours worked and in no case shall such Employee be paid for less than two (2) hours at the overtime rate.

#### **4:05**

For purposes of 4:04 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 3:05.

#### **4:06**

All hours worked on a general holiday shall be paid for at not less than double the regular rate in addition to any benefits that may accrue from Sections 5:06, 5:07, 5:08, 5:09 and 5:10 of Article 5:00 of this Agreement.

#### **4:07**

- (A) An Employee who is entitled to receive banked time pursuant to this Agreement may elect to receive the compensation as time

off from work based on the applicable overtime rate.

- (B) The following provisions shall apply to any Employee who elects to receive banked time as time off:
  - (i) The Employee must notify the Employer in writing that he/she elects to receive all banked time as time off. Once such an election is made by the Employee, it shall remain in effect until the Employee provides the Employer with the written notice pursuant to paragraph (C) below.

**4:07 Cont'.**

- (ii) The time off from work to be taken by the Employee must be scheduled in advance with, and approved at the discretion of, the Employer or his/her designate.
  - (iii) Any banked time 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 April 30th of each year, or at the time that the Employee's employment with the Employer is terminated or if the Employee is laid off.
- (C) An Employee who has elected to receive banked time as time off may rescind his/her election by providing the Employer with a written notice to that effect. In such circumstances, the following provisions shall apply:
  - (i) The Employer shall pay out the Employee's accumulated, but unused, time off no later than the second (2nd) pay day following the date the Employer received the Employee's written notice.
  - (ii) The Employee shall not be entitled to re-elect to receive his/her banked time as time off until after the following May 1st.

**4:08**

Where Employees are required to use their own private vehicle by the Employer, the mileage allowance shall be forty-three (43¢) cents for every kilometre or portion thereof travelled while on the Employer's business.

This rate is to be reviewed twice per year (January 1 / July 1) and the rates will change as established by Revenue Canada.

**4:09**

- (i) 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 and shall reimburse the Employee at his regular rate of pay for any hours spent taking the course during which the Employee would otherwise have been working.

- (ii) The two (2) courses which most commonly would be approved for Groundspersons would be:
  - 1. BC Ministry of the Environments' "Pesticide Application Certificate", and
  - 2. Kwantlen College's "Basic Turf Management" course.

#### **4:10**

- (A) An Employee shall be paid a premium of three dollars (\$3.00) per hour over his regular rate of pay for any hours spent applying pesticides on or around the golf course in connection with employment. Such premium shall not apply to fertilizers.
- (B) An Employee who holds a valid pesticide license, will submit a copy to the Employer which will be kept in the Employee personnel file.

#### **4:11**

- (i) Any person who is specifically asked by management to direct the work of one or more Employees on a job shall have Leadhand status while so employed, and while he is performing Leadhand duties shall be paid forty-five (45¢) cents per hour above the regular rate.
- (ii) Leadhands are expected to perform work themselves while engaged in Leadhand duties.
- (iii) Such Leadhand rates shall not be paid for less than four (4) hours and if the time involved is more than four (4) hours in any one (1) day, for less than eight (8) hours in the day.

#### **4:12**

When an Employee is asked to take over the duties of the Superintendent or Assistant Superintendent temporarily, he/she shall technically still be a member of the Bargaining Unit while temporarily required to carry out the assigned Management functions. Such an Employee shall be paid a bonus while so temporarily employed. The bonus shall be a minimum of fifty (50¢) cents per hour.

### **ARTICLE 5:00 ANNUAL VACATIONS AND GENERAL HOLIDAYS**

#### **5:01**

- (i) All Employees shall receive an annual vacation each year in accordance with the Employment Standards Act of British Columbia, except:

- (ii) Employees who have completed three (3) years employment with the Employer shall receive three (3) weeks vacation that year and each year thereafter, with pay at six (6%) percent of earnings for the year preceding his vacation.
- (iii) Employees who have completed seven (7) years employment with the Employer shall receive four (4) weeks vacation that year and each year thereafter, with pay at eight (8%) percent of earnings for the year preceding his vacation.
- (iv) Employees who have completed fifteen (15) years employment with the Employer shall receive five (5) weeks vacation that year, and each year thereafter with pay at ten (10%) percent of earnings for the year preceding his vacation.

#### **5:02**

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

#### **5:03**

- (A) On the first (1st) day of April each year, a schedule shall be posted and Employees shall designate on the schedule previous to April 30th, the vacation period they desire. Vacation time shall be allotted by the Employer, senior Employees receiving first consideration. Providing the Employer receives adequate vacation information from the Employees by April 30th he shall approve the final schedule of vacations by May 31st. The Employees shall approve the vacation schedule in writing. If this has not been done by May 31<sup>st</sup>, the Employee's vacation will be deemed to be approved. However, it is understood that such approved schedule shall be one that is satisfactory to the Employer.
- (B) The Golf Club management finds it difficult to grant vacation time during the summer months. Nevertheless, it is recognized that some Employees, particularly those with young children, may have strong preferences for summer vacations. Thus, two (2) weeks of any Employee's vacation will be the maximum that can be allowed during summer months. Generally speaking, not more than one (1) Employee in a Golf Course crew should be off on vacation at the same time. In the case of key personnel, there may be some periods of the summer when vacation time is not possible.
- (C) In light of these limitations, Managers will make every effort to grant summer vacations to as many Employees as possible who have asked for such time off. Preference will be given to those Employees with long seniority who have young children.
- (D) "Summer and Winter months" shall be defined as follows:
  - (i) Summer Months: April, May, June, July, August, September.
  - (ii) Winter Months: January, February, March, October, November, December.

#### **5:04**

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

#### **5:05**

- (i) The Employer shall pay a full-time Employee's annual vacation pay on a separate cheque. Such payment shall be made no less than one (1) business day before, and/or no more than five (5) business days before, the last scheduled working day prior to an Employee's scheduled vacation.

(ii) Seasonal Employees and Students shall be paid their vacation pay on each cheque. This does not preclude the seasonal Employees from taking vacation time.

(iii) Accumulated vacation pay in excess of time taken will be held as a credit towards future vacation requests. This excess will be shown on the Employee's pay stub. If an Employee wishes to use this excess, they shall provide a written request to the Manager. Payment will be made to the Employee on the next pay day.

**5:06**

When Employees employment is terminated, for any cause whatsoever, they shall receive vacation pay in lieu of vacation in accordance with Sections 5:01 (I), (ii), (iii) and (iv) above, whichever is applicable to their length of service.

**5:07**

(A) The following general 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	Boxing Day

(B) The Employer will state, by January 15, the day of the week in which the General holidays will be taken.

**5:08**

Employees who have attained seniority who have worked at least five (5) days in the preceding three (3) week period, shall have the day off and shall be paid their regular day's wages or have another day off, with pay, by mutual agreement between the Employer and the Employee.

**5:09**

In addition to the above, there shall be an eleventh (11th) general holiday - the day after New Year's Day. Notwithstanding Clause 5:08, where an Employee on layoff returns to work in the spring without a break in seniority, and the Employee had worked one hundred and forty (140) days in the previous calendar year prior to layoff, the Employee shall receive an extra day's pay in lieu of the eleventh (11th) general holiday.

**5:10**

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

**5:11**

In the event of a general 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.

**5:12**

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, BC Day and Thanksgiving Day. Employees who do desire to stack these general holidays shall be entitled to have the time off, with their full regular pay, during the period between Thanksgiving Day and the following Good Friday. The time off shall be taken in one of the two (2) following manners, as chosen by the Employee:

- (1) Six (6) consecutive working days; or
- (2) Five (5) consecutive working days, with the sixth (6th) day to be taken sometime during the above stated period.

The actual timing of the time off shall be agreed to between the Employer and the Employee.

**5:13**

A lay-off of two (2) weeks or less duration shall not disqualify an Employee from general holiday entitlement as per Section 5:11 above.

**ARTICLE 6:00     SENIORITY**

**6:01**

- (A) Subject to Articles 6:02, 6:03 and 6:04, seniority, as used in this Agreement, shall mean the length of continuous employment of an Employee with the Employer calculated by the number of days actually worked by the Employee.

- (B) Seniority shall be dated from the commencement of employment after an Employee has been in the employ of the Employer for ninety (90) working days within a six (6) month period. An Employee with less than ninety (90) working days shall have no seniority.
- (C) All new Employees shall be on probation for their first ninety (90) working days from the date of their hire by the Employer. The purpose of the probationary period is to determine, in the Employer's opinion, the suitability of the Employee for continued employment.

**6:02**

In the promotion or transfer of an Employee, it shall be awarded based on qualifications, performance and seniority. Qualifications, performance and seniority shall be awarded equal merit.

**6:03**

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

**6:04**

Seniority shall be accumulated when an Employee is absent due to illness or injury fifty-two (52) continuous weeks or less, except no accumulation shall occur during a period of scheduled lay-off. If an Employees season is extended, the extension is not part of a period of scheduled lay-off for the purposes of this clause. The Employer may require the Employee to obtain a medical certificate from a doctor chosen by the Employer.

**6:05**

- (i) 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 seniority, ability and job requirements. Seniority shall be given equal consideration with each of the other factors.
- (ii) In the event the Employer determines to lay-off a senior Employee ahead of a junior Employee, the Employer shall, prior to implementing the lay-off of a senior Employee, advise the Union of the basis for its decision to retain the junior Employee.
- (iii) The written notice of layoff shall include a notification to the seasonal Groundsperson of his/her option to have the Union minimum dues deducted pursuant to Article 2:04 (B).

**6:06**

Seniority shall be accumulated when an Employee is:

- (i) absent due to a compensable injury received on the job;  
or
- (ii) on a Union leave of absence pursuant to Article 10:05 (A)  
or (B); or
- (iii) on Maternity leave or Parental leave pursuant to Articles  
10:03 or 10:04 respectively.

**6:07**

An Employee shall not accumulate seniority during lay-off. An Employee whose lay-off exceeds seven (7) calendar months total shall lose all seniority.

**6:08**

An Employee who has been laid off in accordance with Section 6:05 above, shall be recalled in reverse order of layoff provided always that the senior Employee has the ability to perform the work in question and is willing to perform such work. An Employee who has been laid off and fails to return to work after receiving seventy-two (72) hours notice, shall lose all seniority.

**6:09**

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

**6:10**

- (i) Any Employee who has been on the Payroll as of April 1st in any one year and who has one (1) year's seniority at that time shall be guaranteed forty (40) hours work for any week in which the Employee commences work on the Monday or on the first (1st) day of his scheduled work week if it is other than Monday. This guarantee shall only apply to all weeks falling between April 1st and October 31st of that year. In addition this guarantee shall not apply to any Employee who works less than forty (40) hours in a week of their vacation.
- (ii) If there is a temporary reduction of hours during these months, the reduction of hours will be shared equally (except for the lead hand) by all staff up to a maximum week of thirty (30) hours worked.

**ARTICLE 7:00 SAFETY**

**7:01**

The Employer shall supply necessary protective clothing or uniforms namely: rubber boots, coats, gloves and pants to those Employees the nature of whose work, by mutual agreement of the Union and the Employer, warrants its use. In addition, the Employer shall supply coveralls for the use by any Mechanic who may

request it. The Employees to whom such protective clothing or uniforms or coveralls are issued shall be held financially responsible for abuse of such specified articles or their non-return. It is the responsibility of the Employer to ensure that the protective clothing or uniforms or coveralls supplied is in a usable and satisfactory condition. Replacement protective clothing shall be provided when the Employee returns the worn out protective clothing or uniforms to the Employer, and the Employer is satisfied that the wear or damage occurred on the job.

**7:02**

Employees will not be required to provide their own tools.

**7:03**

The Employer shall maintain proper modern and 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 could be a hazard to his personal safety and well being.

**7:04**

If an Employee is required by the Employer to hold a valid First Aid Certificate under the Worker's Compensation Act, then the Employee shall be paid, in addition to his regular rate of pay, twenty-five (25¢) cents per hour when the Employee is designated the responsibility for First Aid at the Employer's operation.

**7:05**

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 Employees' scheduled shift for that day at his regular rate of pay.

**ARTICLE 8:00 HEALTH AND WELFARE**

**8:01**

- (A) All Employees, except Students, shall be covered by the Health and Welfare Plan, which shall be provided by the Union for the benefit of the Employees covered by this Agreement. Effective September 1, 2005, the Employer shall contribute one dollar and eighty cents (\$1.80) per hour worked by each Employee, except Students, and the Employee shall contribute ten cents (\$0.10) per hour worked.
- (B) The Employer acknowledges that the Employee's contributions to the Health and Welfare Plan shall be credited by the Plan's Administrators toward the taxable portions of the Plan.
- (C) For those Employees who require MSP coverage the Employer shall contribute, effective September 1, 2005, fifty (50%) percent of the cost of MSP.

For those Employees who require MSP coverage the Employer shall contribute, effective September 1, 2006, seventy-five (75%) percent of the cost of MSP.

The Employees portion of the premium cost shall be paid by means of payroll deductions.

**8:02**

For the purposes of Article 8:01 above, an Employee who is entitled to receive a general holiday with pay, shall have those paid hours included as "hours worked".

**8:03**

- (i) The Employer shall submit contributions to the Service Employees International Union, Local 244 Health and Welfare Plan, not later than the tenth (10th) of the month following the month for which payment is being made. The Union shall advise the Employer in writing of any change it makes in the administrator of the Health and Welfare Plan.
- (ii) If the Employer does not remit health and welfare contributions 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.

It is not the intent of the Union to take action to collect Health and Welfare payments if the Employer is late by a few days so long as it is not repeated continually.

**8:04**

The Union shall provide the Employer with an annual Financial Statement of the Health and Welfare Plan and such other information as may be requested by the Employer.

**8:05**

Any Employee who has worked for his Employer 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 fifteen (15) days. These sick days carry over from year to year.

**8:06**

- (A) This sick leave to be paid to the Employee on any absence due to sickness of three (3) consecutive days where the Employee goes onto the Sickness Indemnity Plan on the fourth (4th) day. The payment shall be only for the three (3) days mentioned above and is subject to a maximum in any year of the number of days earned or six (6) days whichever is the lesser. The Employer will process the sick leave payment to the Employee upon written proof from the Employee of his application for coverage under the Sickness Indemnity Plan.
- (B) The Employer will receive the completed medical forms prior to signing. This shall be done in a timely manner.

**ARTICLE 9:00 DETERMINATION OF GRIEVANCE DISPUTES**

**9:01**

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

**9:02**

Any Grievance shall be filed with the Employer, in writing, within fourteen (14) days of occurrence. The Employer shall respond, in writing, within fourteen (14) days of receiving the Grievance. The procedure for adjusting all Grievances is as follows:

- (i) By a discussion between the Employee and the Lead Hand concerned.
- (ii) Failing to reach agreement by the above, the grievance shall then be discussed by the Employee, Shop-Steward (if one is appointed) and the Manager.
- (iii) Failing to reach agreement by (i) or (ii) above, the grievance shall then be discussed by the Employee, an officer of the Union and the Employer.
- (iv) Any alteration due to grievance satisfactorily settled shall date from the time of filing same.
- (v) Failure to agree on any point at issue may warrant recourse to formal means of Arbitration pursuant to the following:

**9:03**

- (i) Any 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.
- (ii) If the grievance is not solved by negotiations between the Employer and the Union within ten (10) business days after negotiations have begun either party may request, in writing, that the grievance be submitted to Arbitration provided that such a request for arbitration is made within twenty-eight (28) calendar days of the first meeting described in Article 9:02(iii). Either party may request that these time limits be extended and they shall be extended if and as mutually agreed. If such a request is made, an Arbitration Board consisting of one (1) representative selected by the Employer and one (1) representative selected by the Union shall be appointed within five (5) days after written request has been received. If either party fails to appoint or select its representative within the time specified herein, either party may appeal to the Labour Relations Board of British Columbia to make the appointment.

The two (2) Arbitrators selected 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.

- (iii) The Arbitration Board 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.
- (iv) Each party shall pay its own costs and fees and the expenses of its representative and witnesses. The fees and expenses of the Chairman shall be shared equally between the parties.
- (v) In the event of an Arbitration Board being appointed, it shall be requested to hand down its decision within ten (10) days or as soon thereafter as conveniently may be arranged.
- (vi) By mutual agreement the Union and the Employer may select a single Arbitrator to resolve the dispute in accordance with Article 9:00 of the Collective Agreement. Failing to agree on a single Arbitrator, the provisions of a three (3) person Board will apply.

All negotiations shall be conducted during the Employer's normal business hours.

**9:04**

(i) The parties, by mutual agreement, may invoke Section 103 of the Labour Relations Code of British Columbia to facilitate the settling of grievances.

(ii) Section 103 of the Labour Relations Code of British Columbia reads as follows:

"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, ( ), or a substitute agreed to by the parties, shall, at the request of either party:

(A) investigate the difference;

(B) define the issue in the difference; and

(C) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request; and, for those thirty (30) days from that date, time does not run in respect of the Grievance Procedure".

The Minister Of Finance, on the Minister's requisition, shall pay out of the Consolidated Revenue Fund 1/3 of the cost incurred by the parties for payment of reasonable remuneration, travelling and out of pocket expenses of the person named, or his substitute.

**ARTICLE 10:00 LEAVE OF ABSENCES**

**10:01**

Non-probationary Employees who are required by subpoena to serve as jurors or witnesses in any court, shall be granted leave of absence for this purpose and, provided that the Employee concerned deposits with the Employer any pay received, and is available for work at any time he is not required for such jury duty, the Employee shall receive the regular hourly rate for any regularly scheduled hours such Employee would have worked within the period of the leave.

**10:02**

In the case of death in the "immediate family" of a non-probationary Employee, the Employer shall grant, upon notification by the Employee, a leave of absence of three (3) days. An additional two (2) days leave of absence shall be granted if the Employee is required to travel in excess of five-hundred (500) kilometres in each direction as a result of the death. If the Employee is scheduled to work any of the leave days, the Employee shall receive the regular hourly rate of the regular job for the number of hours he had been scheduled to work.

"Immediate family" shall mean mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, and grandparents. For the purpose of this provision, a "spouse" shall include a person designated as a common-law spouse, provided the Employee makes such a designation in writing filed with the Employer. The written declaration shall state that the Employee had resided continuously with his common-law spouse for at least twelve (12) months and that the common-law spouse had been publicly represented as the spouse of the Employee.

**10:03 Maternity Leave**

The conditions of the Employment Standards Act in respect of maternity leave shall apply to this Collective Agreement. The basic thrust of the Act is to provide a period of unpaid leave of absence for any Employee

who is certified as being pregnant and who requests such leave. Some additional unpaid leave is available under certain conditions.

In addition, said Employee is entitled to reinstatement in her job with all wages and benefits upon her return to work.

**10:04 Paternity Leave**

- (A) The provisions of the Employment Standards Act of British Columbia in respect of parental leave shall apply to this Collective Agreement.
- (B) Where leave from work is required, a non-probationary Employee shall be entitled, after notifying the Employer, to a leave of absence of two (2) days, without loss of regular pay on the occasion of:
  - (i) the birth of the Employee's child;
  - (ii) the adoption of a child under the age of ten (10) by the Employee. If both adopting parents are Employees of the Employer, only one of the Employees shall be entitled to receive the leave without loss of regular pay. The Employer may require the Employee to furnish proof of adoption.

**10:05**

- (A) Subject to the operational requirements of the Employer, a non-probationary Employee shall be entitled to a leave of absence from work without pay, pursuant to the terms and conditions set out in paragraph (B) below, to attend to Union business.
- (B) The following terms and conditions shall apply to any leave of absence without pay requested under paragraph (A) above:
  - (i) No more than one (1) non-probationary Employee can be on such leave at the same time.
  - (ii) The total number of leaves granted by the Employer for Union business shall not be in excess of five (5) days in a calendar year.
  - (iii) Leaves of absence for Union business shall only be granted during the winter months, as defined in Section 5:03 of this Agreement.
  - (iv) Paragraphs (ii) and (iii) above shall not be applicable to a leave granted to a non-probationary Employee for the purpose of attending Collective Bargaining with the Employer.
  - (v) Paragraphs (ii) and (iii) above shall not be applicable to a leave granted to a non-probationary Employee who is elected as the President of the Service Employees International Union, Local 244, and who, in the role of President, is required to attend:
    - (a) the International Convention of the Service Employees International Union (which is held once every five (5) years for a maximum of five (5) days); or
    - (b) the National Convention of the Canadian Labour Congress (which is held once every two (2) years for a maximum of five (5) days).
  - (vi) Paragraphs (ii) and (iii) above shall not be applicable to a leave granted to a non-probationary Employee who is elected to the Executive of the Service Employees International Union, Local 244, and who, in that role, is required to attend an Executive meeting of Local 244, provided that no more than one (1) such leave shall be granted during any summer month (as defined in Article 5:03 of this Agreement).

It is recognized that circumstances may arise where the Employer has more than one Employee who has been elected to the Executive of Local 244. The parties agree that it shall be within the absolute discretion of the Employer to determine whether more than one non-probationary Employee referred to in paragraph (l) above shall be granted Leave to attend the Executive meeting of Local 244.

- (vii) The Employer must be notified by the Union in writing a minimum of seven (7) calendar days in advance of the commencement of the leave for Union business.
- (C) A Shop-Steward who is required to meet with a representative of the Employer in order to deal with a grievance pursuant to Article 9:02 (ii) shall be entitled to leave his duties without loss of pay during his regular working hours. The timing of the Meeting shall be mutually agreed upon between the Shop-Steward and the Employer's representative.
- (D) When leave without pay is granted to an Employee to attend to Union Business pursuant to paragraphs (A) and (B) above, the Employer agrees to pay the Employee his/her salary and benefits for the regular hours which the Employee would otherwise have been scheduled to work for the Employer. The Employer shall then invoice the Union for reimbursement for the salary and benefit costs paid to the Employee while on the leave. Such benefit costs shall include:
  - (i) The Employer's share of Canada Pension contributions;
  - (ii) The Employer's share of Employment Insurance premiums;
  - (iii) Worker's compensation premiums;
  - (iv) The Employer's share of the Health and Welfare contributions pursuant to Article 8:01; and
  - (v) Vacation pay at the Employee's applicable rate pursuant to Article 5:01.

## **ARTICLE 11:00 GENERAL**

### **11:01**

The Grounds crew will be allowed to bring a guest to the golf club with playing privileges, once a month, not to exceed twelve (12) times a year. These privileges will be used during non peak hours and the times cannot be reserved. This will include periods of lay-off.

### **11:02**

That the Employees receive a fifty (50%) percent discount for food at the pro shop.

### **11:03**

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

### **11:04**

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

**11:05**

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

**11:06**

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.

**11:07**

The Union and the Employer recognize the right of Employees to work in an environment free from sexual harassment. Sexual harassment shall be defined as verbal or physical conduct of a sexual nature which is known, or ought reasonably to be known, to be unwelcome.

**11:08**

- (A) The Employer recognizes the right of Employees to work in an environment free from harassment.
- (B)
  - i) Harassment shall be defined as any unwelcome behaviour, conduct or communication, directed at an Employee that is offensive to that Employee.
  - ii) Harassment is also any unwelcomed behaviour, conduct, or communication directed at an Employee that is offensive to that Employee which might be based on gender, marital status, sexual orientation, race, colour, religion, origin, ancestry, age or disability.
  - iii) An Employee who alleges that they have been harassed or discriminated against may file a grievance as per Article 9:00. Once a grievance has been filed, it will be referred to step (iii) immediately.

**11:09 Human Rights**

Any Employee may initiate a complaint to the Human Rights Council of British Columbia if he believes that the Employer has acted towards him in a manner contrary to the provisions of the Human Rights Act.

**11:10**

It is recognized that some Groundsperson jobs are more desirable than others. Subject to availability of competent personnel, Management will endeavour as much as practicable to assign the less desirable jobs to the less senior Employees.

**11:11**

It is recognized that golf course superintendents and assistant superintendents are employed for supervisory duties and are not to perform an amount of bargaining unit work which would result in a loss of jobs of bargaining unit personnel. Such work would not normally be expected to take up more than twenty (20%) percent of each of the superintendent's or the assistant superintendent's time.

**11:12 Disciplinary Letters**

- (A) Any Employee requested to meet with the Employer with respect to discipline (verbal warning, written warning, suspension or dismissal) shall be informed of the discipline meeting and the Employee shall have a Shop Steward present at the meeting, provided that the Steward is at work. If the Steward is not at work, the Employee may request to be accompanied by another bargaining unit Employee who is at work.
- (B) The Parties agree that oral discussions which occur between the Employer and an Employee shall be considered corrective action and not discipline.
- (C) All disciplinary letters given to Employees shall include the following sentence at the end of the letter:  
  
"This letter is intended to be disciplinary in nature, and you have the right to bring a grievance under the Collective Agreement should you choose to do so".
- (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 infraction during that period and provided that the disciplinary letter is not material to any pending disciplinary action.
- (E) Employees shall be allowed to review their personnel files once per year.

**ARTICLE 12:00 TERMINATION OF EMPLOYMENT**

**12:01**

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.

**12:02**

Any Employee whose employment is terminated as a result of technological change, shall be entitled to receive severance pay in an amount equivalent to that set out in Section 63(1) of the

Employment Standards Act of British Columbia, as may be amended from time-to-time.

**ARTICLE 13:00 CLASSIFICATIONS, WAGE RATES AND PAYMENT OF WAGES**

**13:01**

(A) The wage rates stated below shall be the minimum paid the Classifications named below, during the periods stated below:

<u>CLASSIFICATION</u>	Sept. 1/05	
(a) GROUNDS MAINTENANCE (Housing Area)		
Start	\$12.99	
After 240 days actual work		\$14.74
After 480 days actual work		\$16.50
After 1200 days actual work		\$17.02
**Student	\$13.02	
(b) GROUNDSPERSON (Golf Course)		
Start	\$15.70	
After 240 days actual work		\$17.79
After 480 days actual work		\$19.86
After 1200 days actual work		\$20.40

**13:01** (Cont')

- i. The grounds golf leadhand shall be paid the following premium:  
Effective Sept. 30/ 03 – one dollar and fifty (\$1.50) cents for every hour worked.
- ii. A student is a person who is attending a recognized Canadian educational institute on a full-time basis and whose period of employment shall not exceed the period of May 1st to September 15th inclusive, however, clubs may employ students for weekend work during the year.
- iii. When an Employee is transferred from the grounds maintenance crew to the grounds person (golf course) crew, that Employee shall be paid at the increment step they fall under.

Sept. 1/05

(c) INSIDE WORKER		
Lead Hand	\$15.89	
Regular Employee		\$10.79
Regular Employee after 5 years service		\$11.79

\*\*Student / Relief

\$8.52

- i. Lead Hand: An Employee who is responsible for supervising the golf shop/cafeteria staff.
- ii. Regular Employee: An Employee who is on a regular shift, not including periods of lay-off.
- iii. Student/Relief: An Employee who is called in for relief work or summer work.  
\*\* The Student/Relief rate of pay for the training period (up to thirty (30) calendar days) is to be \$8.00.

(B) The following terms shall apply to a Student who has actually worked for a Golf Club for ninety (90) days or more over one or more continuous summer seasons, and who is subsequently hired to work as a Groundsperson at that same Golf Club after completing school:

- (i) The Employee shall not be required to complete the probationary period in Article 6:01(c).
- (ii) The Employee's seniority shall be dated from the commencement of his/her employment as a Groundsperson, and the remainder of Article 6:01(B) shall not be applicable to the Employee.
- (iii) At the commencement of his/her employment as a Groundsperson, the Employee shall be credited with ninety (90) days actually worked for the purpose of the Employee's entitlement to receive the wage increments for a Groundsperson as set out in Article 13:00.

**13:02**

The parties agree that only the Employees who are on the payroll as of the date of ratification by both parties shall be entitled to receive retroactive payments.

**13:03**

The application of the terms of this Agreement shall not have the effect of reducing any Employee's wage rate in force at the time of its execution.

**13:04**

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 rate is not stated, the classification shall be added to Article 13:00 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.

**13:05**

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

**13:06**

Any Groundsperson upon being hired may present a letter from another golf club within the negotiating group. If such letter, signed by the other club in question, states that said Employee has a specified time of employment on grounds with the club signing the letter and has given satisfactory service, such previous service shall be taken into account in setting the wage rate as a Groundsperson. Provided, however, that the length of service for other Collective Agreement conditions shall be calculated from date of hiring by the club for which such Employee is working.

**ARTICLE 14:00**            **MULTI SECTOR PENSION PLAN**

**14:01**

Effective September 1, 2005 the Employer shall contribute on behalf of each Employee for each pay period, two (2%) percent of applicable wages towards the Union pension plan. The Employees shall also contribute for each pay period, two (2%) percent of applicable wages towards the Union pension plan.

Effective September 1, 2006 the Employer shall contribute on behalf of each Employee for each pay period, an additional two (2%) percent (total of 4%) of applicable wages towards the Union pension plan. The Employees shall also contribute for each pay period, two (2%) percent of applicable wages towards the Union pension plan.

By August 1<sup>st</sup> of each year the Union will notify the Employer if the Employees wish to increase their contributions towards the pension plan.

**14:02**

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

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

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

- a) the straight time component of hours worked on a holiday;
- b) holiday pay, for the hours not worked; and
- c) 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.

B) Effective September 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.

Effective September 1, 2006 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 four (4%) percent of Applicable Wages to the Plan.

By August 1<sup>st</sup> of each year the Union will notify the Employer if the Employees wish to increase their contributions toward the pension plan. This will be done once per year.

- C) 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.
- D) 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:

i) 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

ii) 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

iii) To Be Provided Initially And As Status Changes

Full Address

Termination Date Where Applicable (MM/DD/YY)

Marital Status

- E) 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 in the form attached hereto as Schedule A.

#### **ARTICLE 15:00 DEFINITION**

##### **15:01**

- (A) Wherever used in the Collective Agreement, the terms "working day" or "day actually worked" or a similar expression shall be defined as meaning a day where the Employee actually attended at work for a period of four (4) hours or greater. Notwithstanding the above, an Employee who is entitled to receive a general holiday with pay shall have that day included as a "working day" or "day actually worked".
- (B) Notwithstanding the above, any Employee shall have the following days included as a "working day" or "day actually worked":
- (i) any general holiday that the Employee is entitled to receive with pay;
  - (ii) any day that the Employee takes as a banked overtime day pursuant to Article 4:07(B); and
  - (iii) any days the Employee takes as paid vacation leave.

#### **ARTICLE 16:00 LIFE OF AGREEMENT, TERMINATION AND RENEWAL**

##### **16:01**

This Agreement shall become effective as of the first (1<sup>st</sup>) day of October, 2003 and shall remain in full force and effect until the thirtieth (30<sup>th</sup>) day of September, 2006 and on each first (1<sup>st</sup>) day of October 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 of the thirtieth (30<sup>th</sup>) day of September, 2006 or the thirtieth (30<sup>th</sup>) day of September in any year thereafter.

##### **16:02**

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:

- (i) the Union commences a legal strike; or
- (ii) the Employer commences a legal lockout; or
- (iii) the parties execute a new Collective Agreement, whichever is the earliest.

**16:03**

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.

**16:04**

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

**SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

**FOR THE EMPLOYERS**

NICO-WYND ESTATES AND GOLF COURSE

MR. BLAIR WHYTE  
MANAGER - GOLF OPERATIONS

MR. CHRIS LYTHGO  
PRESIDENT - STRATA COUNCIL

**FOR THE UNION**

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 244

MR. TED EITEL  
COMMITTEE PERSON

MR. TREVOR WILSON  
COMMITTEE PERSON

MR. ROGER F. FITZPATRICK  
BUSINESS AGENT

**LETTER OF UNDERSTANDING #1**

**BETWEEN:** NICO WYND GOLF CLUB  
3601 Nico Wynd Place, Surrey, BC V4P 1Y2

**AND:** SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,  
#301-7820 Edmonds Street, Burnaby, BC V3N 1B8

It is agreed between the parties that all conditions of the 2003 - 2006 Collective Agreement, which do not have a specific date upon which they are to commence, shall become effective as of the date of signing of the Agreement.

**SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.**

**FOR THE EMPLOYERS**

NICO-WYND ESTATES AND GOLF COURSE

MR. BLAIR WHYTE  
MANAGER - GOLF OPERATIONS

MR. CHRIS LYTHGO  
PRESIDENT - STRATA COUNCIL

**FOR THE UNION**

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 244

MR. TED EITEL  
COMMITTEE PERSON

MR. TREVOR WILSON  
COMMITTEE PERSON

MR. ROGER F. FITZPATRICK  
BUSINESS AGENT

**LETTER OF UNDERSTANDING #2**

**BETWEEN:** NICO WYND GOLF CLUB  
3601 Nico Wynd Place, Surrey, BC V4P 1Y2

**AND:** SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,  
#301-7820 Edmonds Street, Burnaby, BC V3N 1B8

The Employer has indicated their desire not to contract out bargaining unit work if it can be more effectively done by Employees. To this end, both parties agree to drafting a Letter of Understanding, to expire and be null and void on August 31, 2006, to cover:

- striking a joint committee to discuss more effective ways to utilize the staff and to address the concerns of the residents with regards to maintaining landscaping in the housing area.
- the frequency of committee meetings to be once a month over the next fall, spring and summer.
- the purpose of these meetings being to discuss the maintenance of the landscaping of the housing area (pros and cons) and to implement changes if needed to make it more effective.

**SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.**

**FOR THE EMPLOYERS**

NICO-WYND ESTATES AND GOLF COURSE

MR. BLAIR WHYTE  
MANAGER - GOLF OPERATIONS

MR. CHRIS LYTHGO  
PRESIDENT - STRATA COUNCIL

**FOR THE UNION**

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 244

MR. TED EITEL  
COMMITTEE PERSON

MR. TREVOR WILSON  
COMMITTEE PERSON

MR. ROGER F. FITZPATRICK  
BUSINESS AGENT

**NICO-WYND ESTATES AND GOLF COURSE**

**3601 Nico Wynd Place  
Surrey, B.C. V4P 1J1  
TELEPHONE: (604) 538-0678**

**2003 - 2006**