

**MARINE DRIVE GOLF CLUB COLLECTIVE AGREEMENT**

**TABLE OF CONTENTS**

**ARTICLE** **DESCR**

---

TITLE PAGE

TABLE OF CONTENTS

.....

1:00 .....

2:00 .....

- T4 Slips

3:00 .....

4:00 .....

5:00 .....

6:00 .....

7:00 .....

8:00 .....

9:00 .....

10:00 .....

11:00 .....

Human Rights

12:00 .....

13:00 .....

14:00 .....

15:00 .....

16:00 .....

.....

LETTER OF UNDERSTANDING #1

.....

**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 Employer shall supply each new Employee with said applications. 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.

**2:04**

(A) The Employer agrees to remit, pursuant to the written assignment of the Employee, Union dues (including minimum dues), fees and any assessments of general application to all Employees in the bargaining unit, no later than the fifteenth (15th) day following the end of the month in which deductions were made from the Employee's pay cheque. 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 laid off, discharged, terminated or retired during

the month. All dues remittances and assessments shall be shown on all T-4 slips, where applicable.

**2:04** (Cont')

- (B) At the written request of a seasonal Groundsperson 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 receiving his/her written notice of layoff pursuant to Article 6:11 (A) of this Agreement.

**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.

**2:09**      **T-4 Slips**

The Employer shall complete a T-4 Slip for all Employees.

**ARTICLE 3:00**      **HOURS OF WORK**

**3:01**

The following hours of work provisions shall apply to those employees who have commenced work for the start up of the golf season at his/her Club as of April 1<sup>st</sup> in that particular year:

- (i) The standard working day shall consist of eight (8) hours worked within eight and one-half (8 ½) consecutive hours.
- (ii) The standard work week shall consist of five (5) shifts of eight (8) hours each.
- (iii) 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 following hours of work provisions shall apply to those Employees who have commenced work at his/her Club after April 1<sup>st</sup> in that particular year:

The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:

- (i) Not less than four (4) straight time working hours in any one day;
- (ii) Not more than eight (8) straight time working hours in any one day;
- (iii) Not more than forty (40) straight time working hours in the work week as defined in Article 3:03; and
- (iv) Not more than five (5) working days in the work week as defined in Article 3:03.

**3:03**

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

**3:04**

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.

**3:05**

No Employee shall work during the designated lunch period.

**3:06**

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.

**3:07**

- (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. The manner in which the rest periods shall be taken will be determined by mutual agreement between the Employer and the Employees at each Club.
- (ii) An Employee shall be entitled to take a fifteen (15) minute rest period after working two (2) hours of overtime following the completion of his/her scheduled shift; and thereafter upon completion of every further four (4) hours of overtime work.

**3:08**

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

**3:09**

- (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:
  - one and one-half (1 1/2) times the regular rate shall be paid for the first (1st) hour of work in excess of seven (7) hours;
  - two (2) times the regular rate shall be paid for all hours of work in excess of eight (8) hours.

**3:10**

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

**3:11**

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****4:01**

One and one-half (1 ½) times the regular rate shall be paid:

- (i) Subject to Article 4:02(iii), for the first three (3) hours of work after eight (8) hours on any day; and
- (ii) For an Employee who works six (6) days in the work week as defined in Article 3:03, for all hours up to eight (8) hours worked on the sixth (6<sup>th</sup>) work day in the week.

**4:02**

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

- (i) For all hours worked on a General Holiday, with the exception of new Employees within their first thirty (30) calendar days of employment, in which case the new Employee shall receive straight-time pay for the first eight (8) hours of work on the General Holiday and the applicable overtime rate thereafter.
- (ii) For all hours worked after eleven (11) hours on any day;
- (iii) For an Employee who works six (6) days in the work week as defined in Article 3:03, for all hours worked after eight (8) hours on that day; and
- (iv) For an Employee who works seven (7) days in the work week as defined in Article 3:03, for all hours worked on the seventh (7<sup>th</sup>) work day in the week.

**4:03**

- (A) Employees reporting for work at the call of the Employer 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.
- (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.
- (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 sixty (60) minutes 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 or on a General Holiday, 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 Article 3:04.

**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 and 5:09 of Article 5:00 of this Agreement.

**4:07**

- (A) An Employee who is entitled to receive overtime compensation 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 overtime compensation as time off:
- (i) The Employee must notify the Employer in writing that he/she elects to receive all overtime compensation 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.
  - (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 Superintendent or his/her designate.
  - (iii) 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 September 30th of each year, or at the time that the Employee's employment with the Employer is terminated.
- (C) An Employee who has elected to receive overtime compensation 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 overtime compensation as time off until after the following October 1st.

**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. 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.

**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**

The following General Holidays shall be recognized by the Employer:

New Year's Day

Labour Day

The Day After New Year's Day  
 Good Friday  
 Victoria Day  
 Canada Day  
 B.C. Day

Thanksgiving Day  
 Remembrance Day  
 Christmas Day  
 Boxing Day

### **5:08**

- (A) After completing thirty (30) calendar days of employment over one or more continuous summer seasons, an Employee is entitled to have the General Holiday off, with pay, or to have another day off, with pay, by mutual agreement between the Employer and the Employee.
- (B) Subject to paragraph (c) below, an Employee who is entitled to be off work, with pay, on the General Holiday or another day, pursuant to paragraph (a) above, shall be entitled to receive the following amount of pay, based upon the Employee's applicable work schedule:
- (i) if the Employee has a regular schedule of hours and the Employee has worked or earned wages for at least five (5) of the last twenty-one (21) days before the General Holiday, the same amount as if the Employee had worked regular hours on the day off; or
  - (ii) if the Employee does not have a regular schedule of hours and the Employee has worked or earned wages for a least five (5) of the last twenty-one (21) days before the General Holiday, the amount calculated by dividing the Employee's total wages, excluding overtime wages, for the twenty-one (21) day period by the number of days worked; or
  - (iii) if the Employee has worked or earned wages for less than five (5) of the last twenty-one (21) days before the General Holiday, the amount calculated by dividing the employee's total wages, excluding overtime wages, for the twenty-one (21) day period by fifteen (15).
- (C) With respect to the entitlement of Students to the General Holidays pursuant to paragraph (b) above, the Parties agree that:
- (i) the words "five (5) of the last twenty-one (21) days" in each of sub-paragraphs (b)(i), (ii) and (iii) above shall be revised to read "fifteen (15) of the last thirty (30) days"; and
  - (ii) the words "for the twenty-one (21) day period" in each of sub-paragraphs (b) (ii) and (iii) above shall be revised to read "for the thirty day period".
- (D) Where an Employee is on annual vacation, the vacation days when the Employee would otherwise be scheduled to be at work shall be counted as days worked, and the vacation pay received by the Employee shall be counted as wages earned, when calculating the Employee's entitlement to General Holiday pay pursuant to paragraph (b) above.
- (E) Notwithstanding the above provisions, an Employee shall not be eligible to receive General Holiday pay if he/she is absent his/her last shift scheduled immediately prior to or immediately after the day on which the General Holiday is to be observed by the Employee, unless the Employee provides a reason for his/her absence which is acceptable to the Employer.

### **5:09**

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.

### **5:10**

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.

**5:11**

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, B.C. 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.

**5:12**

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.

**6:02**

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.

**6:03**

Seniority shall be accumulated when an Employee is absent due to illness or injury for fifty-two (52) continuous weeks or less. The Employer may require the Employee to present a Doctor's Certificate as evidence of such illness or injury, and the period of protection may be extended by mutual agreement between the parties.

**6:04**

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.

**6:05**

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

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 the senior Employee, advise the Union of the basis for its decision to retain the junior Employee.

**6:06**

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

**6:07**

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.

**6:08**

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

**6:09**

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.

**6:10**

In the event the Employer decides to fill a permanent vacancy for a mechanic position, the Employer shall post a notice of the vacancy for not less than seven (7) calendar days. The posted vacancy for the mechanic position will be filled on the basis of ability, qualifications and seniority. In the event that two (2) or more applicants have equal ability and qualifications, the applicant with the greater seniority shall be selected for the position.

**6:11**

- (A) The Employer shall give at least two (2) week written notice to a seasonal Groundsperson before that Groundsperson is laid off at the end of the season. 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).

- (B) A seasonal Groundsperson who is given written notice of layoff pursuant to paragraph (A) above may choose to accept additional work after the end of the notification period, if offered by the Employer. In such circumstances, it is agreed that the Employer will not be required to provide any further written notice to that Groundsperson before s/he is laid off at the end of the season.
- (C) If a laid off seasonal Groundsperson is recalled to available work during the Winter Months (as defined in Article 5:03 (D)(ii)), it is agreed that the Employer will not be required to provide any written notice of layoff (pursuant to paragraph (A) above) before the Groundsperson returns to layoff status after completing the available recall work.
- (D)
  - (i) Notwithstanding Article 6:07, a laid off seasonal Groundsperson who has obtained alternate employment during his/her period of layoff shall have the right to advise his/her Employer, in writing, that he/she will not be available for recall during the Winter Months.
  - (ii) Upon receipt of the written notice referred to in paragraph (i) above, the Employer shall, subject to paragraph (iv) below, bypass the laid off seasonal Groundsperson for any available recall work during the Winter Months.
  - (iii) In the event that the laid off seasonal Groundsperson referred to in paragraph (i) above no longer holds alternate employment during his/her period of layoff, the laid off seasonal Groundsperson shall be entitled to advise the Employer, in writing, that he/she is available for recall during the Winter Months. Upon receipt of the written notice, the Employer shall consider the laid off seasonal Groundsperson for recall to available work which may subsequently arise during the Winter Months.
  - (iv) A laid off seasonal Groundsperson referred to in paragraph (i) above shall be recalled by the Employer pursuant to Article 6:07
    - (1) when required for the start-up of the golf season, as determined by the Employer, or
    - (2) when the Employer reasonably anticipates that the recall will continue through to the start-up of the golf season.
  - (v) A laid off seasonal Groundsperson who is recalled by the Employer under paragraph (iv) above shall return to work pursuant to Article 6:07.

## **ARTICLE 7:00 SAFETY**

### **7:01**

The Employer shall supply necessary protective clothing namely: rain 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 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 coveralls supplied is in a usable and satisfactory condition. Replacement protective clothing and mechanic coveralls shall be provided when the Employee returns the worn out protective clothing or mechanic coveralls to the Employer.

### **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**

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 B.C., shall be paid for the remainder of the Employee's scheduled shift for that day at his regular rate of pay.

**7:05**

- (A) The Employer agrees to provide a safety boot allowance, of up to sixty dollars (\$60.00), to reimburse an Employee for the cost of purchasing his/her own safety boots, provided the following criteria are met:
  - (v) Only those Employees who work for the Employer for five (5) or more months in a calendar year will be entitled to request the payment of the boot allowance.
  - (vi) The boot allowance may be claimed by an eligible Employee only once per calendar year. The Employee's request for payment of the boot allowance must be accompanied by a receipt of purchase of safety boots.
  - (vii) The safety boots purchased by the Employee must be steel-toed, and must conform to CSA standards.
- (B) The Employer shall supply rubber safety boots to the following Employees, when the nature of their work requires the use of safety boots:
  - (viii) Employees who do not meet the five (5) month eligibility requirement specified in sub-paragraph (a)(i) above, or
  - (ix) Employees who meet the five (5) month eligibility requirement in sub-paragraph (a)(i) above, but who have not made a request for the payment of the boot allowance within the previous twelve (12) month period.

**ARTICLE 8:00 HEALTH AND WELFARE**

**8:01**

- (A) (i) 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. The Employer shall contribute one dollar and seventy cents (\$1.70) per hour worked by each Employee, except Students, and the Employee shall contribute fifteen cents (\$.15) per hour worked.
- (ii) Effective June 1, 2007, the Employer shall contribute one dollar and seventy-five cents (\$1.75) per hour worked by each Employee, except Students, and the Employee shall contribute fifteen cents (\$0.15) per hour worked.

- (iii) Effective January 1, 2008, the Employer shall contribute one dollar and eighty cents (\$1.80) per hour worked by each Employee, except Students, and the Employee shall contribute fifteen cents (\$0.15) per hour worked.
  - (iv) Effective January 1, 2009, the Employer shall contribute one dollar and eighty-five cents (\$1.85) per hour worked by each Employee, except Students, and the Employee shall contribute fifteen cents (\$0.15) 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) Effective January 1, 2005, Medical Services Plan of British Columbia ("MSP") benefit coverage shall be provided by the Employer pursuant to the following terms:
- (i) All Employees, except students, who
    - (a) have successfully completed their probationary period pursuant to Article 11:05, and
    - (b) are not otherwise provided MSP benefit coverage by a spouse or other family member,
 shall be eligible for MSP benefit coverage under this Article.
  - (ii) Subject to sub-paragraph (i)(a & b) above, new Employees, except students, shall be eligible for MSP benefit coverage effective the first day of the month following the month in which they successfully complete their probationary period.
  - (iii) The cost of the premiums for the MSP benefit coverage for Employees referred to in sub-paragraphs (i) and (ii) above, and their eligible dependants, shall be shared equally between the Employer and the eligible Employee. The Employee's portion of the premium cost shall be paid by means of payroll deduction.
  - (iv) MSP benefit coverage for an eligible Employee, and his/her dependants, shall cease at the end of the calendar month in which the Employee is laid off by the Employer.
  - (v) A laid off Employee
    - (a) whose MSP benefit coverage ceased pursuant to sub-paragraph (iv) above, and
    - (b) who is recalled to work by the Employer,
 Shall be re-eligible for MSP benefit coverage effective the first day of the calendar month following the month in which the recalled Employee returned to work for the Employer.

**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**

The Employer shall submit contributions to the Service Employees International Union, Local 244, acting on behalf of the 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.

The Employer shall do a manual calculation of hours worked in a calendar month for Employees who are returning from a lay off or any absence greater than one month. If there are any costs incurred as a result of the Employer not doing these manual calculations, the Employer shall be responsible for said costs.

#### **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 Club for at least two (2) Seasons without loss of seniority, shall commence to accumulate Sick Leave at the rate of one (1) day per month to a maximum of six (6) days.

#### **8:06**

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/her application for coverage under the Sickness Indemnity Plan.

#### **8:07**

Effective October 1, 2007, all Employees, with the exception of Students, with two (2) or more years seniority will be entitled to receive a matching contribution of up to 3% of gross earnings, to be deposited on behalf of the Employee by the Employer in a group RRSP.

### **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 co-operate 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 Foreman 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 Superintendent.
- (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, or such further time as may be mutually agreed upon, either party may request, in writing, that the Grievance be submitted to Arbitration. 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.

**ARTICLE 10:00 LEAVE OF ABSENCE**

**10:01 Jury Duty/Witness Leave**

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 Bereavement Leave**

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 as a result of the death. If the Employee is scheduled to work any of the leave days, the Employee shall receive the hourly rate of the regular job for the number of hours he had been scheduled to work.

**10:02** cont'd

"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**

(A) **Parental Leave**

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 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 Union Leave**

- (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 an 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 six (6) days in a calendar year.

- (iii) Paragraph (ii) above shall not be applicable to a Leave granted to a non-probationary Employee for the purpose of attending Collective Bargaining with the Employer.

**10:05 Cont'd**

- (iv) Paragraph (ii) 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).

- (v) Paragraph (ii) 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 the one non-probationary Employee referred to in paragraph (i) above shall be granted leave to attend the Executive Meeting of Local 244.

- (vi) 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) 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

- (D) 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.

**ARTICLE 11:00GENERAL**

**11:01**

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

**11:02**

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

**11:03**

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

**11:04**

- (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. The B.C. Ministry of the Environment's Pesticide Applicator Certificate. This is a three (3) day course, and includes an examination.
  - 2. The Kwantlen College "Basic Turf Management" Course (or, if the Kwantlen College course is no longer offered, a comparable course endorsed by the B.C.G.S.A.). This Course is given for thirty-nine (39) hours over a period of thirteen (13) sessions.

**11:05**

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.

**11:06**

- (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.

**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 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.

**11:09**

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

**11:10**

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.

**11:11 Disciplinary Letter**

- (i) 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.

- (ii) Any disciplinary letter placed in an Employee's personnel file shall be removed from the file after the expiration of two (2) 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.

**11:12**

- (A) Any Employee requested to meet with the Employer with respect to discipline (written warning, suspension or dismissal) shall be informed of the nature of the discussion in order that the Employee, if he/she so chooses, may 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.

**11:13**

When the Employer is considering sending an Employee to a training course, the Employer shall post a written notice of the course, for a period of seven (7) calendar days, in an area where all Employees will have access to the posting. Any Employee who is interested in attending the training course shall so

advise the Employer, in writing, during the posting period. The Employer shall have the final discretion to determine which, if any, Employee(s) will be sent to the posted training course.

#### **11:14**

The Union and the Employer recognize the right of all persons employed by the Employer to work in an environment free from harassment.

Harassment in the workplace shall be defined as:

- (i) unwelcome conduct related to a prohibited ground of discrimination as defined in the British Columbia *Human Rights Code*, or
- (ii) unwelcome conduct or behaviour directed at another person which the first person knew or ought reasonably to have known would be unwelcome.

Harassment shall not include the legitimate exercise of a supervisor's authority.

An Employee, who has a complaint about harassment either by the Employer, by the Union or by another Employee, may raise the complaint with the Superintendent or the Union. It is understood that both the Employer and the Union have a responsibility to investigate any complaints and take reasonable action to correct the situation. If the Employee's complaint is not resolved to his/her satisfaction, then the Employee shall have the right to grieve pursuant to the Grievance Procedure set out in this Agreement.

### **ARTICLE 12:00TERMINATION 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**

- (i) Any Employee whose employment is terminated as a result of a technological change, shall be entitled to receive severance pay in an amount equivalent to that set out in Section 42(1) of the Employment Standards Act of British Columbia, as may be amended from time to time.
- (ii) "Technological change" shall mean:
  - (a) the introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking or business; or
  - (b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking or business that is related to the introduction of that equipment or material.

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

#### **13:01**

- (i) The WAGE RATES stated below shall be the minimum paid the Classifications named

below, during the periods stated below:

<u>CLASSIFICATION</u>	<u>OCTOBER 1, 2006</u>	<u>OCTOBER 1, 2007</u>	<u>OCTOBER 1, 2008</u>
* STUDENT	\$14.32	\$14.68	\$14.97
<b>GROUNDSPERSON</b>			
Start	\$16.75	\$17.17	\$17.51
After 240 days actual work	\$18.99	\$19.46	\$19.85
After 480 days actual work	\$21.23	\$21.76	\$22.20
After 1200 days actual work	\$21.64	\$22.18	\$22.62
<b>MECHANIC</b>			
Start	\$23.79	\$24.38	\$24.87
After 480 days actual work	\$25.63	\$26.27	\$26.80
After 1200 days actual work	\$26.67	\$27.34	\$27.89

NOTE: 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.

- (ii) A Student who has worked for a Golf Club for one (1) summer (during the period of May 1st to September 15th) for a minimum of two (2) months employment, and who returns to work as a Student for the same Golf Club during a subsequent summer period, shall be entitled to be paid fifty (50) cents per hour above the Student rate shown above.
- (iii) A Student who has worked for the same Golf Club as a Student for two (2) summers (during the period of May 1st to September 15th) with a minimum of two (2) months of employment during at least one of the two summer periods, and who thereafter is employed by the same Golf Club as a Student for weekend work during the year, shall be entitled to be paid fifty (50) cents per hour above the Student rate shown above.
- (iv) 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 11:05.
  - (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

- (A) Article 13:01 shall not apply to new Employees who are hired by the Employer on or after the date of the ratification of the 2003 - 2006 Collective Agreement. The wage rate provisions set out in paragraph (B) below shall apply to those new Employees.

- (B) The wage rates state below shall be the minimum paid the Classifications named below, during the periods stated below;

<u>CLASSIFICATION</u>	<u>OCTOBER 1, 2006</u>	<u>OCTOBER 1, 2007</u>	<u>OCTOBER 1, 2008</u>
<b>GROUNDSPERSON</b>			
Start	\$14.32	\$14.68	\$14.97
After 300 days actual work	\$16.66	\$17.08	\$17.42
After 600 days actual work	\$18.99	\$19.46	\$19.85
After 1200 days actual work	\$21.64	\$22.18	\$22.62
<b>MECHANIC</b>			
Start	\$23.79	\$24.38	\$24.87
After 480 days actual work	\$25.63	\$26.27	\$26.80
After 1200 days actual work	\$26.67	\$27.34	\$27.89

- (C) Article 8:01 shall not apply to a Student, as defined in Article 13:01 (i) who is hired on or after the date of ratification of the 2003 - 2006 Collective Agreement to work as a Groundsperson.

**13:03**

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.

**13:04**

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

**13:05**

The Application of the terms of this Agreement shall not have the effect of reducing any Employee's wage rate in force at the time of its execution. The wage rates stated above shall be considered a minimum and shall not preclude the payment of a higher wage rate to any classification at the discretion of the Employer.

**13:06**

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.

**13:07**

- (i) 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.

- (ii) If mutually agreed between the Employer and the Employees at each Club, the direct deposit of wages shall be offered to the Employees.

## **ARTICLE 14:00 PREMIUM RATES AND ALLOWANCES**

### **14:01 Car Allowance**

Where Employees are required to use their own private vehicle by the Employer, the mileage allowance shall be thirty-five (35) cents for every kilometer or portion thereof travelled while on the Employer's business.

### **14:02 Pesticide Premium**

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 his employment. Such premium shall not apply to fertilizers.

### **14:03 Lead Hand Premium**

- (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.

### **14:04 Gardener Premium**

An Employee who is assigned by the Employer to perform Gardener duties shall be paid fifty (50¢) cents above his/her regular rate of pay for each hour spent performing such Gardener duties, provided the Employee meets all the following criteria:

- (i) The Employee's performance of the Gardener duties must involve a significant degree of independence on the part of the Employee, and will result in the Employee performing the Gardener duties in an unsupervised manner.
- (ii) The Employee must have successfully completed the one year Horticultural Technical Program offered at an approved B.C. institution (or an equivalent Certificate recognized by the Employer).
- (iii) The Employee must be in possession of a current B.C. Ministry of Environment's Pesticide Applicator Certificate.
- (iv) The Employee must have at least three (3) years relevant experience, as determined by the Employer, performing Gardener duties similar to those in point (i) above.

### **14:05 Temporary Relief of Superintendent or Assistant Superintendent**

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.

#### **14:06**

If an Employee is required by the Employer to hold a valid First Aid Certificate under the Workers' 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.

#### **14:07**

An Employee who is assigned by the Employer to perform Irrigation duties shall be paid fifty cents (\$0.50) above his/her regular rate of pay for each hour spent performing such Irrigation duties, provided the Employee meets all the following criteria:

- (i) The Employee's performance of the Irrigation duties must involve a significant degree of independence on the part of the Employee, and will result in the Employee performing the Irrigation duties in an unsupervised manner.
- (ii) The Employee must have a diploma from a recognized turfgrass program, technical irrigation training, or equivalent training recognized by the Employer.
- (iii) The Employee must have at least three (3) years of relevant experience, as determined by the Employer, performing light irrigation duties similar to those in point 1 above.

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

#### **15:01**

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

#### **16:01**

This Agreement shall become effective as of the first (1st) day of October, 2006 and shall remain in full force and effect until the thirtieth (30th) day of September, 2009 and on each first (1st) 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 and not less than two (2) months prior to the thirtieth (30th) day of September, 2009 or the thirtieth (30th) 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) and (3) of the Labour Relations Code of British Columbia.

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

**FOR THE EMPLOYER**

MARINE DRIVE GOLF CLUB

**FOR THE UNION**

SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 244

\_\_\_\_\_  
BRIAN BUTTERS  
CLUB PRESIDENT

\_\_\_\_\_  
SANDRA DES LAURIERS  
NEGOTIATING COMMITTEE

\_\_\_\_\_  
ALAN ROLLINS  
NEGOTIATING COMMITTEE

\_\_\_\_\_  
TIM TAIT  
DIRECTOR OF GOLF

\_\_\_\_\_  
ROGER F. FITZPATRICK  
SECRETARY BUSINESS MANAGER

**LETTER OF UNDERSTANDING #1**

**BETWEEN: MARINE DRIVE GOLF CLUB  
7425 Yew Street, Vancouver, BC V6P 6H1**

**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 2006-2009 Collective Agreement, which do not have a specific date upon which they are to commence, shall become effective as of the date of ratification of the Agreement.

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

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.**

**FOR THE EMPLOYER**

**FOR THE UNION**

MARINE DRIVE GOLF CLUB

SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 244

\_\_\_\_\_  
SANDRA DES LAURIERS  
NEGOTIATING COMMITTEE

\_\_\_\_\_  
BRIAN BUTTERS  
CLUB PRESIDENT

\_\_\_\_\_  
ALAN ROLLINS  
NEGOTIATING COMMITTEE

\_\_\_\_\_  
TIM TAIT  
DIRECTOR OF GOLF

\_\_\_\_\_  
ROGER F. FITZPATRICK  
SECRETARY BUSINESS MANAGER

**MARINE DRIVE GOLF CLUB COLLECTIVE AGREEMENT**  
7425 Yew Street  
Vancouver, BC V6P 6H1  
604-261-8111

**2006 - 2009**