

Collective Agreement

between

Lakeland Golf Developments Inc.

Falcon Lake Golf Course

and

Manitoba Government and General Employees' Union

Local 356

October 1, 2014 to September 30, 2019

Table of Contents

Article 1	Purpose of Agreement.....	1
Article 2	Interpretation.....	1
Article 3	Definitions	2
Article 4	Duration of Agreement	2
Article 5	No Discrimination	3
Article 6	Recognition and Scope	3
Article 7	Union Security.....	4
Article 8	Union Business	4
Article 9	Union Representation	6
Article 10	Management Rights.....	7
Article 11	Contracting Out	7
Article 12	Seniority.....	7
Article 13	Probation	8
Article 14	Layoff.....	9
Article 15	Resignations	10
Article 16	Disciplinary Action.....	11
Article 17	Grievance and Arbitration Procedure	12
Article 18	Hours of Work and Work Week.....	15
Article 19	Overtime	15
Article 20	Personal Days	16
Article 21	Compassionate Leave	17
Article 22	Adoptive Parent Leave	18
Article 23	Parental Leave	18
Article 24	Paternity Leave.....	19
Article 25	Maternity Leave.....	19
Article 26	Holidays.....	20
Article 27	Vacations	21

Article 28	Workers Compensation.....	22
Article 29	Court Leave	23
Article 30	Temporary Assignments	23
Article 31	Joint Labour/Management Committee	23
Article 32	Safety and Health	24
Article 33	Employee Files	25
Article 34	Technological Change	26
Article 35	Dental Plan/Group Insurance LTD/Pensions/Ambulance/Hospital-Semi-Private Plan	26
Article 36	General Benefits	26
Article 37	Severance Pay	27
Article 38	Pay Plan	28
Appendix “A”	- Dental Plan	30
Appendix “B”	- Group Insurance Benefits	35
Appendix “C”	- RSP Allowance.....	37
Appendix “D”	- Manitoba Labour Board Order No. 1642.....	38
Letter of Intent	43
Re:	Safety and Health Training Course	
Memorandum of Agreement No. 1.....		44
Re:	Falcon Employees	
Memorandum of Agreement No. 2.....		46
Re:	Policy Grievance MGEU File: 311-2611/95 (Hecla Golf Course) & Policy Grievance MGEU File: 321-2611/95 (Gull Harbour Resort Hotel)	
Memorandum of Agreement No. 3.....		51
Re:	Green Circling	
Memorandum of Agreement No. 4.....		53
Re:	Health Spending Account	
Memorandum of Agreement No. 5.....		55
Re:	Signing Bonus	
Salary Schedule.....		56

Alphabetical Table of Contents

Article 22	Adoptive Parent Leave	18
Article 21	Compassionate Leave	17
Article 11	Contracting Out	7
Article 29	Court Leave	22
Article 3	Definitions	2
Article 35	Dental Plan/Group Insurance LTD/Pensions/Ambulance/Hospital-Semi-Private Plan	26
Article 16	Disciplinary Action.....	11
Article 4	Duration of Agreement	2
Article 33	Employee Files	25
Article 36	General Benefits	26
Article 17	Grievance and Arbitration Procedure	12
Article 26	Holidays.....	20
Article 18	Hours of Work and Work Week.....	15
Article 2	Interpretation.....	1
Article 31	Joint Labour/Management Committee	23
Article 14	Layoff.....	9
Article 10	Management Rights.....	7
Article 25	Maternity Leave.....	19
Article 5	No Discrimination	3
Article 19	Overtime	15
Article 23	Parental Leave	18
Article 24	Paternity Leave.....	19
Article 38	Pay Plan.....	28
Article 20	Personal Days	16
Article 13	Probation	8
Article 1	Purpose of Agreement.....	1
Article 6	Recognition and Scope	3

Article 15	Resignations	10
Article 32	Safety and Health	24
Article 12	Seniority	7
Article 37	Severance Pay	27
Article 34	Technological Change	26
Article 30	Temporary Assignments	23
Article 8	Union Business	4
Article 9	Union Representation	6
Article 7	Union Security	4
Article 27	Vacations	21
Article 28	Workers Compensation.....	22
Appendix “A”	- Dental Plan	30
Appendix “B”	- Group Insurance Benefits	35
Appendix “C”	- RSP Allowance.....	37
Appendix “D”	- Manitoba Labour Board Order No. 1642.....	38
Letter of Intent	43
Re:	Safety and Health Training Course	
Memorandum of Agreement No. 1	44
Re:	Falcon Employees	
Memorandum of Agreement No. 2	46
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Memorandum of Agreement No. 4	53
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Memorandum of Agreement No. 5	55
Re:	Signing Bonus	

Salary Schedule..... 56

*All changes appear **in bold**.

This Agreement made this 22nd day of June, 2017

between

Lakeland Golf Developments Inc.
(Falcon Lake Golf Course)
(hereinafter referred to as the “Employer”)

of the first part

and

Manitoba Government and General Employees’ Union
(hereinafter referred to as the “Union”)

of the second part.

Article 1 Purpose of Agreement

1:01 The purpose of this Collective Agreement between the Employer and the Union is to establish and maintain rates of pay, hours of work, other working conditions and conditions of employment, and to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussions and negotiations during its term.

Article 2 Interpretation

2:01 Wherever the singular or masculine gender is used in this Agreement, the same shall be construed as meaning the plural or feminine gender where the context so admits or requires.

Article 3 Definitions

- 3:01** “Employee” means a person employed to work the regular daily and weekly hours.
- 3:02** “Part-time Employee” means a person employed on a recurring basis at less than the regular full time hours.
- 3:03** “Casual Employee” means a person who is not employed on a regular or recurring basis but as an extra to cover a golf tournament or who may be required as incidental coverage for an employee who is absent due to illness or other short term absence. A casual employee shall not attain or accrue seniority or other benefits under the terms of this Agreement but shall be entitled to the first season rate of pay as set out in the Salary Schedule for the job they are performing, and other statutory entitlements.
- 3:04** (a) “Days” referred to in this Agreement are calendar days unless expressly stated otherwise.
- (b) “Working Days” referred to in this Agreement are days excluding Saturdays, Sundays and Holidays.
- 3:05** “Hourly Rate” shall mean an employee’s wage rate as shown in Article 38 according to the classification and step number occupied exclusive of premiums.

Article 4 Duration of Agreement

- 4:01** This Agreement shall be effective from and including **October 1, 2014** and shall remain in force and effect up to and including **September 30, 2019**. During the period required to negotiate a renewal, or revision and renewal, this Agreement shall remain in full force and effect. Notice of desire to bargain shall be presented by the Employer or the Union no later than **October 1, 2019**.
- 4:02** Where notice to negotiate has been given and proposals exchanged, the parties shall commence collective bargaining and make every reasonable

effort to negotiate and conclude a Collective Agreement. The timing and frequency of meetings shall be at the mutual agreement of the parties.

- 4:03** All changes from the previous Agreement to this Agreement are effective the date of signing unless otherwise specified.

Article 5 No Discrimination

- 5:01** The Employer agrees that there shall be no discrimination, interference, restrictions or coercion exercised or practiced with respect to any employees in all matters connected with their employment by reason of age, sex, marital status, race, creed, colour, national origin, political or religious affiliation, nor by reason of membership or activity in the Union.

Article 6 Recognition and Scope

- 6:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees working at Falcon Lake Golf Course (hereinafter referred to as “Falcon Lake”) save and except Director of Golf Course Operations (one [1] person only), Manager of Golf Course Maintenance (one [1] person only), Golf Course Superintendent (one [1] person only), Pros and Staff employed in the Pro Shop and those excluded by the **Labour Relations Act**.
- 6:02** Where the Employer creates a new classification not presently listed in the **Salary Schedule** of this Agreement, then the Employer shall notify the Union in advance of the hiring of a person into a position in that classification, for the purpose of negotiating the pay and benefits for that classification.
- 6:03** **Supervisors and other employees of the Employer whose positions are not classified within the bargaining unit shall not work on a regular and recurring basis on duties and responsibilities which have been determined as being solely within the bargaining unit except in the**

case of education, emergency, or where there is mutual agreement between the parties to do so.

Further, the Employer confirms that it will not expand the scope of the excluded management personnel (as defined in Article 6:01) performing bargaining unit work.

Article 7 Union Security

- 7:01** All employees covered by this Agreement shall become members of the Union and maintain membership in good standing as a condition of employment, and shall pay the dues as determined by the Union. The Employer shall have employees fill out and sign an application for membership on the first day of employment and shall forward same to the Union office at 601 - 275 Broadway, Winnipeg, Manitoba, R3C 4M6.
- 7:02** The Employer shall furnish the Union in writing the names of the employees, and opposite their names the amount of dues deducted from their biweekly pay, and shall forward same to the Union's office on a biweekly basis.
- 7:03** The Employer shall provide the Union on a biweekly basis with a list showing the names and classifications of employees who have changed their address (with the consent of the employee) or who are either new hires, are recalled to work, have resigned or otherwise have left their employment.
- 7:04** Notwithstanding any other provision of this Agreement, the Employer agrees that once per each calendar year it shall, within twenty (20) days of a request by the Union, provide to **the Union** a list showing the names of each employee, their classification and hourly rate of pay.

Article 8 Union Business

- 8:01** Upon written notice given as soon as possible to the Employer, time off, including necessary travelling time, without loss of regular earnings and benefits shall be granted to:

- (a) Two (2) members of the Union Negotiating Committee, as designated by the Union, who will be in attendance at all bargaining sessions between the Employer and the Union;
- (b) All members attending meetings with the Employer.

8:02 Upon written notice given as soon as possible to the Employer, and where operational requirements permit, time off, including necessary travelling time shall be granted on a wage recovery basis to:

- (a) Other members of the Union Negotiating Committee to a maximum of two (2), not including those as designated in **Article 8.01(a)**, for purposes of attendance at bargaining sessions between the Employer and the Union;
- (b) Members of the Area Council for attendance at Area Executive meetings;
- (c) Members who are elected as delegates to the Convention of the Manitoba Federation of Labour, and other such Conventions to which the Union is affiliated;
- (d) Members who are elected as delegates to the Convention of the Union for attendance at such Convention;
- (e) Stewards and Local Executive Officers for the purpose of attendance at training sessions.

8:03 The Employer agrees that such requests pursuant to Article 8.02(a), (b), (c), (d) and (e) shall not unreasonably be withheld and the Union agrees not unreasonably to request.

8:04 Upon written notice given as soon as possible to the Employer, and where operational requirements permit, time off including necessary travelling time shall be granted to an officer or steward of the Union, to take an extended educational course. The leave of absence shall be on a wage recovery basis.

- 8:05** The Union agrees to reimburse the Employer the wages paid to employees while on wage recovery, on a monthly basis upon receipt of a statement from the Employer as to the amount and for whom wage recovery is claimed by the Employer, and the dates said employees were absent on wage recovery basis.
- 8:06** The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings and social events, provided the information does not contain anything that is adverse to the interest of the Employer.

Article 9 Union Representation

- 9:01** A steward shall have the right to investigate complaints of an urgent nature while on duty by first obtaining permission from his supervisor and such permission shall not unreasonably be sought or withheld.
- 9:02** Where a steward has been granted permission as provided in Article 9.01, he shall upon return to his duties notify his supervisor of his return.
- 9:03** A steward shall be considered on duty while in the course of processing grievances and attending meetings **with the employer** or hearings with regard to grievances.
- 9:04** The Union agrees to provide the Employer with a list of stewards and shall submit any and all changes or amendments to this list as they occur during the life of this Agreement.
- 9:05** The Union shall provide each steward with appropriate identification.
- 9:06** Union staff members agree not to conduct Union business with employees while the employees are on duty without first obtaining permission from the general manager or designate.
- 9:07** The Employer agrees to extend to the staff representative such facts and facilities as are necessary for the overseeing of the administration of this

Agreement. Requests of this nature shall be made to the general manager or, in his absence, his designate.

- 9:08** Requests made pursuant to Articles 9.06 and 9.07 shall neither unreasonably be sought nor withheld.

Article 10 Management Rights

- 10:01** All rights as management which have not been abridged, delegated or modified by this Agreement are retained by the Employer. The Employer shall not exercise its rights in a discriminatory manner.
- 10:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 11 Contracting Out

- 11:01** The Employer agrees that there shall be no contracting out of work which is presently being done by the members of the bargaining unit, without consent of the Union. The Union agrees to give reasonable consideration to requests from the Employer to contract out work which does not affect the integrity of the bargaining unit. Factors which shall be considered by the Union include: efficiency of the Employer's operations, integrity of the bargaining unit and employment security for members thereof.

Article 12 Seniority

- 12:01** Seniority is based on the length of continuous service in the employ of the Employer, as a member of the bargaining unit, including previous service with other employers for whom the Employer is deemed to be a successor, based on the following:
- (a) Regular paid time;
 - (b) Periods of Workers' Compensation;
 - (c) Periods of sick leave, with or without pay;

- (d) Periods of maternity/parental/adoptive parent leave;
- (e) Educational leave up to one (1) year;
- (f) Leaves without pay to a maximum accumulation of twenty (20) working days in each calendar year;
- (g) Leaves for Union business.

12:02 The Employer shall maintain a seniority list showing the name and start date for each employee and total seniority expressed in terms of hours. Up-to-date seniority lists shall be sent to the Union during the month of January each year and a copy of same shall be posted on appropriate bulletin boards in the work place and shall remain there as a matter of record to enable employees to determine their seniority.

12:03 Where an employee leaves the bargaining unit, but remains an employee of the Employer, the seniority accrued up to the time of leaving the bargaining unit shall remain as a credit to the employee in the event that the employee returns to the bargaining unit directly. There shall be no accumulation of seniority for time spent outside of the bargaining unit.

12:04 An employee will lose his seniority and his employment shall be deemed terminated in the event he resigns, retires, dies, is absent without permission for a period of seven (7) days, unless by reason of established illness or accident, is dismissed and not reinstated or is laid off for a period of twelve (12) months.

Article 13 Probation

13:01 All new employees will be required to serve a probation period of **five hundred (500) hours worked** commencing their date of employment.

13:02 All probationary employees will have all rights and privileges of employees in the bargaining unit except as follows:

- (a) A probationary employee shall not attain seniority until the expiration of the probationary period. When the probation expires, the employee's seniority shall then be dated back to the employee's date of commencement of employment;
- (b) Where a casual or probationary employee is disciplined or terminated he may grieve at Step 2 of the grievance procedure within twenty (20) working days from the date the employee received notice of the discipline or termination. The decision at Step 2 shall be final for such grievances.

- 13:03**
- (a) In terminating the employment relationship of a probationary employee, at least three (3) working days' notice of the termination of employment shall be given by either the Employer or the probationary employee unless the termination of employment is for just cause. Such notice shall be deemed not to complete the probationary period.
 - (b) Failure to provide at least three (3) working days' notice of termination of employment as required in subsection (a) shall be subject to the grievance and arbitration procedure of this Agreement, except that the remedy for failure to give such notice shall be confined to the award of up to three (3) days' pay.

Article 14 Layoff

- 14:01** Where layoffs of employees are necessary due to the seasonal nature of golf in Manitoba, employee layoffs will take place commencing with the most junior employee and ascending from there to the most senior employee. This **Article** is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 14:02** Employees who were employed prior to March 31, 1995 shall receive at least four (4) weeks' notice in writing of their date of being laid off, or the equivalent pay and benefits in lieu thereof. Employees who were employed as

of April 1, 1995 and thereafter shall receive at least two (2) weeks' notice in writing of their date of being laid off, or the equivalent pay and benefits in lieu thereof. The Union shall be provided copies of the notices.

14:03 Employees laid off shall be placed on a recall list, and shall be called back to work to their positions as required, beginning the most senior employee and descending from there. The Union shall be provided with a copy of the recall list plus any amendments. If an employee takes early layoff before the end of the season, his recall order for the next season shall be adjusted accordingly (as if he had been laid off in seniority order at the time of early layoff). An employee requesting early layoff must do so in writing.

14:04 Employees on a recall list shall:

- (a) Report any change of address and/or telephone number to the Employer without undue delay;
- (b) When recalled to their positions, respond to it within seven (7) days;
- (c) Return to work within fourteen (14) days of the recall, or to such other date as may be agreed to between the employee and the Employer;
- (d) Except for good and sufficient reasons accept the recall in accordance with this section or the employee shall be deemed to have resigned.

14:05 Notwithstanding any other provision in this Agreement, no new employees shall be hired until all employees who are laid off have been given the opportunity of being recalled.

Article 15 Resignations

15:01 Where an employee decides to resign he shall provide to the Employer a letter of resignation at least fourteen (14) days in advance of the date the resignation is to be effective.

15:02 Where practical, the employee shall receive on the effective date of resignation, payment of all wages and benefits owing to the employee.

However, payment shall be made not later than five (5) days after the resignation date along with the Record of Earnings Separation Form for Employment Insurance.

- 15:03** An employee who is absent from his position for a period of seven (7) days without permission shall be deemed to have resigned unless such absence is due to illness or accident in respect of which the employee shall furnish the Employer with a certificate **from** a qualified medical practitioner, **satisfactory to the Employer.**

Article 16 Disciplinary Action

- 16:01** An employee who has attained seniority shall only be disciplined or dismissed for just cause and the reasons therefor and the duration of a period of suspension, if any, shall be provided in writing to the employee.
- 16:02** The Employer supports the principle of progressive discipline, however this does not prevent a dismissal for just cause.
- 16:03** At any meetings with the Employer the employee has the right to have a **union** representative present.
- 16:04** Any wages or benefits owing to the employee up to the date of the commencement of a suspension without pay, or a dismissal, shall be paid to the employee within five (5) days.
- 16:05** Grievances concerning suspensions and/or dismissals shall be filed at the general manager's level.
- 16:06** The person or board to whom a grievance is referred may uphold the discipline, or lessen the discipline, or determine that no discipline is warranted and cause to be removed all documents pertaining to the discipline from all files.

Article 17 Grievance and Arbitration Procedure

17:01 Definitions

- (a) “Representative” means the following:
 - (i) Staff member of the Union;
 - (ii) Steward(s) of the Union;
 - (iii) Officer(s) of the Union.
- (b) “Grievance” means a complaint in writing presented by the Employer, an employee and/or a representative, on that employee’s behalf or on behalf of one (1) or more other employees with respect to:
 - (i) Any matter relating to working conditions not specifically covered by this Agreement;
 - (ii) Any matter concerning the application, interpretation, or any alleged violation of this Agreement or Memorandum of Agreement or Memorandum of Understanding.
- (c) “Policy Grievance” means a complaint in writing presented by either the Employer or the Union with respect to any matter concerning the application, interpretation, or any alleged violation of this Agreement, Memorandum of Agreement or Memorandum of Understanding. Where such a grievance is initiated by the Union, it shall be submitted to Step 2 of the grievance and arbitration procedure. Where such a grievance is initiated by the Employer, it shall be presented to the President of the Union or designate. In all cases, the grievance shall be presented **within** twenty (20) working days from the date of the action giving rise to the grievance.

17:02 Whenever a grievance is presented to a supervisor to accept same, no discussion shall be allowed to take place as to the nature of the grievance at that time.

- 17:03** Hearings shall be held at all steps of the grievance and arbitration procedure and further the grievor shall be entitled to have a representative(s) of his choice present.
- 17:04** The grievor or representative may clarify the written description of the grievance at any step, providing the substance of the grievance is not changed, so long as there is no prejudice to either party.
- 17:05** Whenever a grievance is presented for processing a receipt shall be issued to the grievor or representative forthwith, showing the actual date when the grievance was presented and the signature of the person accepting the grievance for processing.
- 17:06** Whenever a reply to a grievance is presented to the grievor or representative, a receipt shall be issued forthwith to the Employer representative showing the actual date received and the signature of the person who received the reply.
- 17:07** **Steps of the Grievance and Arbitration Procedure**
Step 1 - Supervisor

Step 2 - General Manager

Step 3 - **Sole Arbitrator**
- 17:08** **Step 1**
- (a) Within twenty (20) working days from the date when an employee became aware, orally or in writing, of the circumstances giving cause for a grievance, the employee and/or representative shall present the grievance to the supervisor.
- (b) Within twenty (20) working days from the date the grievance was presented, the decision of Step 1 shall be presented in writing to the grievor and/or representative.

17:09 Step 2

- (a) Where the decision is unsatisfactory to the grievor, the grievance shall within twenty (20) working days from the date the reply was received from Step 1, be presented by the grievor and/or representative to the general manager for consideration at Step 2.
- (b) Within twenty (20) working days from the date the grievance was presented, the decision of Step 2 shall be presented in writing to the grievor and/or representative.

17:10 Where the Employer fails to issue a decision at any step of the grievance procedure within the time limits specified, the grievor or representative may process the grievance to the next step.

17:11 Subject to Article 13.02(b), the discipline or dismissal of an employee who has not attained seniority is not arbitrable.

17:12 Step 3 - Arbitration

- (a) **Where the decision at Step 2 is unsatisfactory to the grievor and to the Union, the grievance shall within twenty (20) working days from the date the reply was received from Step 2 be referred to arbitration. The parties will attempt to agree on a single arbitrator. Where the parties are unable to do so within twenty (20) working days from the date the reply was received from Step 2, either party may apply to the Minister of Labour to appoint an arbitrator.**
- (b) **The arbitrator shall render his/her decision within thirty (30) working days after the hearing of the grievance. The Union and the Employer agree that the decision of the arbitrator will be final and binding. The arbitrator's fee shall be divided equally between the Union and the Employer.**

17:13 The foregoing time limits may be extended by mutual agreement.

Article 18 Hours of Work and Work Week

18:01 The parties recognize the need for reasonable flexibility in establishing hours of work and therefore agree as follows:

- (a) A week is a period of seven (7) consecutive days commencing Sundays.
- (b) Employees shall work forty (40) hours per week, eight (8) hours per day, and five (5) days per week based on Sunday to Saturday with two (2) consecutive days off.
- (c) Normally the work day starting and finishing times are either 06:00 to 14:30 hours or 08:00 to 16:30 hours.
- (d) With the mutual agreement between the employees and the superintendent, changes can be made to the number of hours per each work day, and/or the work week, and/or the starting and quitting times, as long as the hours of work and the work days are consecutive.
- (e) The daily hours of work for a part-time employee may be less than eight (8) hours per day, at the discretion of the Employer, and subject to operational requirements.**

18:02 Employees are entitled to a mid-day lunch break of one-half ($\frac{1}{2}$) hour without pay and two (2) fifteen (15) minute paid rest periods each day, one (1) in the mid-morning before the lunch break and the other in the mid-afternoon.

Article 19 Overtime

19:01 An employee required to work overtime shall be paid at the rate of one and one-half times ($1\frac{1}{2}x$) his hourly rate for all hours worked in excess of eight (8) **hours** in a day or eighty (80) hours in a biweekly pay period.

An employee required to work on his day(s) of rest shall be paid at the rate of one and one-half times ($1\frac{1}{2}x$) his hourly rate for all hours worked with a minimum guarantee of four (4) hours at one and one-half times ($1\frac{1}{2}x$). The

Employer may institute special overtime shifts on Saturday and Sunday of four (4) hours each.

- 19:02** The employees at their option and with the agreement of the Employer may choose to work on a scheduled day of leave with no over-time payments being made until such time as the eighty (80) hours worked in a biweekly pay period has been exceeded. This provision shall not in any way be construed as imposing an obligation on the employee to work on his scheduled day off.
- 19:03** Unless otherwise mutually agreed in writing between the Employer and the employee, an employee called back to work, or who is scheduled to work overtime shall be paid a minimum of four (4) hours at the applicable rate, as determined by **Article** 19:01 providing that the call back or the overtime is not contiguous to the employee's quitting time.
- 19:04** Employees shall be paid for overtime worked on the pay day following the pay period in which the overtime was worked.
- 19:05** Where overtime is necessary, a supervisor shall give notice as soon as possible to employees. In the event of an emergency, notice shall be given at the earliest possible time. The Employer agrees to be fair and equitable in the distribution of overtime. Employees who believe that the Employer improperly failed to offer them overtime must inform their supervisor upon becoming aware of the occurrence. The Employer shall remedy any inequities which may occur by according increased opportunity in the future, or as the parties may agree.

Article 20 Personal Days

- 20:01** Employees who were employed prior to March 31, 1995 will be entitled to **five (5)** personal days in each year of this Agreement based on a full season worked. A full season equals at least one hundred (100) days of work. Employees who work less than a full season will be entitled to accumulate personal days on a pro rata basis.

- 20:02** Employees who were employed after April 1, 1995 will be entitled to **four (4)** personal days in each year of this Agreement based on a full season worked. A full season equals at least one hundred (100) days of work. Employees who work less than a full season will be entitled to accumulate personal days on a pro rata basis.
- 20:03** Unused personal days and other banked time will be paid out on the next to last cheque of the season or deposited at that time into the RSP account of the employee upon request.

Article 21 Compassionate Leave

- 21:01** (a) An employee shall be entitled to compassionate leave for a period of five (5) working days without loss of pay in the event of the death of an employee's spouse, child or ward.
- (b) An employee shall be entitled to compassionate leave for a period of three (3) working days in the event of the death of an employee's father, mother, brother, sister, or relative permanently residing in the employee's household, or with whom the employee permanently resides.
- 21:02** An employee shall be entitled to compassionate leave of two (2) working days without loss of pay, in the event of the death of an employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, or grandchild.
- 21:03** An employee shall be entitled to compassionate leave of one (1) working day without loss of pay in the event of the death of an employee's aunt, uncle, niece, nephew and for the attendance at a funeral as a pallbearer.
- 21:04** An employee shall be entitled to additional compassionate leave up to a maximum of two (2) working days without loss of pay, requested for the purpose of attending a funeral covered by Article 21:01, 21:02 and 21:03 outside Manitoba.

- 21:05** For other purposes, such as illness in the immediate family, an employee shall be entitled to leave with pay up to a maximum accumulation of five (5) working days in each fiscal year to be granted on the recommendation of the general manager and charged against the employee's personal days and/or unused vacation and/or compensatory leave credits.
- 21:06** Employees who qualify for and abide by the prerequisites of the compassionate care leave provisions of the Employment Standards Code will be entitled to an unpaid leave of up to eight (8) weeks in a period of twenty-six (26) weeks for the purpose of providing compassionate care. Upon the end of the leave, the employee will be returned to his former position or to an equivalent position if his former position is not available.

Article 22 Adoptive Parent Leave

- 22:01** An employee shall be granted one (1) working day's leave with pay to attend to needs directly related to the adoption of the child. At the employee's option such leave shall be granted on the day of, or the day following the adoption.

Article 23 Parental Leave

- 23:01** In order to qualify for parental leave, an employee must:
- (a) Be the natural parent of a child; or
 - (b) Adopt a child under the law of a province.
- 23:02** An employee who qualifies under Article 23:01 must:
- (a) Have completed seven (7) continuous months of employment; and
 - (b) Submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

- 23:03** An employee who qualifies in accordance with Article 23:01 and 23:02 is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.
- 23:04** Subject to Article 23:05, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 23:05** Where an employee takes parental leave in addition to maternity leave, the maternity leave and parental leave must be taken in one continuous period unless otherwise approved by the general manager.

Article 24 Paternity Leave

- 24:01** An employee shall be granted one (1) working day's leave with pay, to attend to needs directly related to the birth of his/**her** child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his/**her** child, or the day of **the birth mother's** admission to, or discharge from the hospital.

Article 25 Maternity Leave

- 25:01** Every pregnant employee:
- (a) Who has completed seven (7) continuous months of employment for or with the Employer; and
 - (b) Who submits to the general manager an application in writing for leave under this Article at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
 - (c) Who provides the general manager with a certificate of a qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery is entitled to and shall be granted maternity leave without pay consisting of:

- (i) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in **Article 25:01(c)**; or
- (ii) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in **Article 25:01(c)** and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (d) The Employer may vary the length of maternity leave upon the proper certification by the attending qualified medical practitioner, and recommendation by the general manager.

25:02 Sections 52 through 57.1 inclusive and Section 60 inclusive of the Employment Standards Code respecting maternity leave shall apply “mutatis mutandis”.

Article 26 Holidays

26:01 The following days shall be observed as paid holidays and shall not be moved to any other day without the written agreement of the parties:

- (a) Good Friday
- (b) Victoria Day
- (c) Canada Day
- (d) August Civic Holiday
- (e) Labour Day
- (f) Thanksgiving Day
- (g) Remembrance Day
- (h) Any other holiday proclaimed by Federal or Provincial Statute

- (i) Floating holiday for employees who have completed one (1) full season of service to be taken on a day agreed between the employee and the Employer.

- 26:02** An employee who is not required to work on a holiday that falls on his regular work day shall be paid eight (8) hours pay for that day as holiday pay, provided the employee has not absented himself from work without the consent of the Employer on the employee's regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.
- 26:03** An employee who is required to work on a holiday that falls on his regular work day shall, in addition to his holiday pay of eight (8) hours pay, be paid one and one-half times (1½x) his hourly rate for all time worked up to eight (8) hours and be paid two times (2x) his hourly rate for time worked thereafter.
- 26:04** Where a holiday falls on an employee's day of rest, and he is not required to work that day, he shall be paid eight (8) hours pay as holiday pay.
- 26:05** Where a holiday falls on an employee's day of rest, and he is required to work that day, he shall be paid, in addition to his eight (8) hours holiday pay, two times (2x) his hourly rate for all time worked.
- 26:06** Where an employee is absent due to illness on a holiday that falls on the employee's regular work day, the employee shall be paid eight (8) hours holiday pay, and there shall be no deduction from his sick leave credits for that day.

Article 27 Vacations

- 27:01** Employees who were employed prior to March 31, 1995 shall be paid vacation pay of six percent (6%) of their hourly rate of pay for each hour worked during their first two (2) seasons of employment, and then the rate of eight percent (8%) for the next seven (7) seasons of employment, and then at

the rate of ten percent (10%) for the next ten (10) seasons of employment, and then at the rate of twelve percent (12%) thereafter.

- 27:02** Employees hired April 1, 1995 and thereafter shall be paid vacation pay of four percent (4%) of their hourly rate of pay for each hour worked during their first four (4) seasons of employment, and then at the rate of six percent (6%) for their next five (5) seasons of employment, and then at the rate of eight percent (8%) thereafter.

Article 28 Workers Compensation

- 28:01** When an employee is unable to work as a result of an injury incurred in the course of his employment and is in receipt of Workers Compensation, the employee may elect to be paid an additional amount which, when combined with the Workers Compensation shall ensure the maintenance of his net pay. Such additional amount shall be chargeable to the employee's personal days and/or unused vacation and/or compensatory leave credits accrued at the time the employee commenced receipt of Workers' Compensation, and shall be payable until the credits are exhausted.
- 28:02** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.
- 28:03** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by the Employer due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 28:04** Transportation to the nearest qualified medical practitioner or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

Article 29 Court Leave

29:01 An employee who is summoned for jury duty, or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence. All jury or witness fees received by the employee shall be remitted to the Employer except for such amounts as may be provided for expenses such as mileage, meals, accommodations, etc.

Article 30 Temporary Assignments

- 30:01** Where an employee is directed to perform the work of a higher paid classification he shall be paid at the higher hourly rate of pay for the time worked.
- 30:02** Where an employee is directed to perform the work of a lower paid classification he shall continue to be paid at his hourly rate of pay.

Article 31 Joint Labour/Management Committee

- 31:01** The parties agree that there shall be a Joint Labour/Management Committee comprising two (2) representatives from each party to this Agreement. This Committee shall meet at least once per year during the golf season, and at the request of either party, meetings shall be held. The purpose of these meetings is to provide the opportunity to discuss all aspects of the operation.
- 31:02** (a) The main purpose of the Committee is for the exchange of information, the seeking of, and considering the advice and views of each party with appropriate opportunity provided to discuss and comment in a genuine manner, and to make recommendations whenever possible.
- (b) The above does not imply unanimous or majority agreement, nor does it interfere with either parties' rights arising out of this Agreement.

- (c) The Committee shall not be used as a vehicle for settling disputes which should be processed through the grievance and arbitration procedure.

Article 32 Safety and Health

- 32:01** The Employer and the Union agree that safety and health are of primary importance in all operations and require the combined efforts of the Employer, the Union and the employees.
- 32:02** A Safety and Health Committee will be established for Falcon Golf Course. There will be one (1) representative of the Union and one (1) representative of management on the Committee.
- 32:03** The Committee shall meet regularly but not less than quarterly. Minutes will be taken with copies given to each member of the Committee and posted for Employees.
- 32:04** Meetings will be held outside of normal working hours where possible but employee members of the Committee will attend meetings without loss of regular pay.
- 32:05** Employees who have reasonable cause to believe and do believe that a condition exists that is dangerous to their health shall not be required to perform that work but must be available to perform other work as assigned.
- 32:06** **Safety Footwear**
 In the interests of protection from injury all employees are required to wear CSA approved safety footwear. The Employer agrees to provide each employee a footwear allowance in the amount of **one hundred and sixty dollars (\$160.00) per year**. The allowance may be carried over for a maximum of three (3) years and will then be capped. Should an employee reach the maximum cap no further allowance(s) will be paid until the employee's allowance balance falls below the maximum cap. The maximum cap attainable is **four hundred and eighty dollars (\$480.00)**. All balances in the employees' account are eligible for inclusion in the cap calculation. Running shoe safety footwear is acceptable for use on the golf course.

- 32:07** Safety glasses and ear protection will be provided by the Employer. Employees are responsible to replace such equipment which is damaged through neglect or lost but are not responsible for reasonable wear and tear. Insect repellent and sun screen will be available in the shop. **Employees may use their safety footwear allowance to purchase work gloves and rain gear.**
- 32:08** **The Employer shall provide replacement footwear in the event that footwear is damaged while performing duties.**

Article 33 Employee Files

- 33:01** The Employer agrees that only one (1) file will be kept for each employee, and no other files are to be kept by any other person representing the Employer.
- 33:02** Upon written notice to the general manager or designate, an employee has the right to examine his file. He may be accompanied **by a union** representative of his choice.
- 33:03** No documents, other than normal personnel records, shall be placed on an employee's file unless the employee has the opportunity to see them, and upon request to receive an exact copy.
- 33:04** An employee has the right to grieve for the correction or the removal of any documents contained in his file.
- 33:05** Notwithstanding **Article** 33.04, any unsatisfactory report, or document pertaining to disciplinary action shall be removed from an employee's file twenty-four (24) months from the occurrence. A record of suspension of one (1) month or above will be not removed.
- 33:06** The Employer agrees not to introduce as evidence in a hearing any document pertaining to disciplinary action a copy of which has not been provided to the employee and is not on the file of the employee.

Article 34 Technological Change

34:01 The Employer agrees that in the event it intends to introduce any technological change into its operations that it shall notify the Union in writing stating what it is intending to do and what it anticipates may be the impact on its operations including any staffing impacts. The Union shall be given this notice as far in advance as possible, but in any event not less than one hundred eighty (180) days before the date the change would go into effect. The parties agree to meet to discuss any proposed change.

Article 35 Dental Plan/Group Insurance LTD/Pensions/Ambulance/Hospital-Semi-Private Plan

35:01 The Employer agrees that for employees who were hired prior to March 31, 1995 that they shall continue to be provided with the benefits of these plans that they enjoyed as employees covered by the GEMA.

35:02 Such benefits shall be harmonized to current levels enjoyed by equivalent government employees.

35:03 The Employer agrees that employees who were hired subsequent to April 1, 1995 shall be provided with benefits. The details shall be contained in Appendices "A" and "B" attached to and forming part of this Agreement. The terms and conditions of the plans are governed by the master policies and contracts as administered by the plan carrier. Any dispute concerning the administration of the plan shall not be the subject of arbitration between the parties.

Article 36 General Benefits

36:01 Parking

Employees shall be allowed free parking at the golf course maintenance yards.

36:02 Free Golf

Employees shall continue to enjoy the use of the golf course and sports facilities without charge. **All employees who have completed probation**

shall receive four (4) guest passes per year. Effective **October 1, 2016**, after three (3) seasons of service, employees will receive **eight (8)** guest passes **per season. Employees who have reached twenty thousand (20,000) hours of continuous service shall receive twelve (12) guest passes per season.** The guest(s) must be accompanied by the employee and is/are subject to the same rules which apply to employee use of the Golf Course. There will be no cost for guests **to use golf carts** when the guest is using a guest pass.

36:03 Park Passes

The Employer shall provide park passes without charge to each employee who uses a vehicle to come to work.

36:04 Pay Practices

Employees shall receive their pay every second Thursday.

Article 37 Severance Pay

37:01 Employees who were employed prior to March 31, 1995, shall be entitled to severance pay as follows:

- (a) Employees with nine (9) or more continuous seasons of employment who terminate their employment by retiring or death, shall be paid, or paid to the employee's estate in the event of death, severance pay in an amount arrived at by totalling up all of the employee's regular paid hours, and then dividing that number by the number fifty-two (52), and then multiplying the result by the employee's current hourly rate of pay. The total amount of severance hours to be paid is the maximum of eight hundred eighty (880), which is the equivalent of twenty-two (22) weeks, times forty (40) hours per week.
- (b) Employees with three (3) or more continuous seasons of employment who are permanently laid off, shall be paid severance pay in accordance with the formula in **Article 37:01(a)** with the exception of the total amount of severance hours to be paid shall have a maximum of eight

hundred eighty (880), which is the equivalent of twenty-two (22) weeks, times forty (40) hours per week.

Article 38 Pay Plan

38:01 The Employer may advance any employee on the range of their classification provided that senior full-time and part-time employees in the same classification are paid at least one (1) step higher. Any advance on scale shall be effected only as a last resort and only after meaningful consultation with the Union.

IN WITNESS WHEREOF a representative of Lakeland Golf Developments Inc. has hereunto set their hand for, and on behalf of Lakeland Golf Developments Inc. and Chris Drosdoski, Staff Representative of Manitoba Government and General Employees' Union has set his hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 31ST day of August, 2017.



On behalf of Lakeland Golf
Developments Inc.



On behalf of Manitoba Government
and General Employees' Union

Appendix “A” - Dental Plan

All eligible employees shall participate in the Dental Plan containing the following provisions:

1. Eligibility

Employees in either of the following categories who have completed (4) months of service with the Golf Course shall be eligible for benefits under this plan:

- (a) Full-time employees; and
- (b) Part-time employees whose average hours of work per week are twenty (20) or more.

Each new employee will become eligible after the completion of service with the Golf Course equal to eight (8) full biweekly pay periods.

The following members of an eligible employee’s family are also eligible:

- A legal spouse or common-law spouse. To be eligible, a common-law spouse must be registered at the time of employment. Otherwise, there may be a one (1) year waiting period from the date of registration.
- A legal or adopted child under the age of twenty-two (22) and living with the employee provided they are unmarried and unemployed.
- A child under the age of twenty-five (25) attending school, university or a similar institution full-time.
- A child or dependent of any age if handicapped and solely dependent on the employee.

2. Plan Year

The Plan Year is twelve (12) consecutive months beginning January 1 of each year.

3. Maximum Benefits

The benefit year maximum is \$1,000.00 for each benefit year for basic and major services.

The lifetime maximum for orthodontic services is \$1,250.00.

4. Pre-Treatment Authorization

For any course of treatment estimated to cost more than five hundred dollars (\$500.00) the employee must ask his dentist to complete a written report describing the treatment and the anticipated cost. This “treatment plan” should be forwarded to **the Insurer** for approval prior to the work being commenced.

5. Employee/Spouse Both Covered by Dental Plan

If a person who is insured for the dental benefits under this plan is insured simultaneously under any other plan which provides similar benefits, payment of benefits shall be co-ordinated and/or reduced to the extent that benefits payable from all Plans shall not exceed one hundred percent (100%) of the actual incurred expenses.

If both an employee and spouse work for the Golf Course and if both employees are enrolled in the Plan, then the amount of benefits will be limited to one hundred percent (100%) of the actual incurred expenses.

6. Termination of Coverage

The practice of continuing to pay for coverage for employees hired prior to March 31, 1995 during periods of layoff will continue. Coverage for Dental Services for employees hired subsequent to April 1, 1995 ceases at the end of the month following the date of termination or lay-off. Employees hired subsequent to April 1, 1995 may opt to have coverage continue during periods of layoff provided they pay the premiums therefore. Employees must declare this intention at the beginning of the season whereupon uniform deductions will be made such that the cost of the employee paying premiums

during layoff months is spread uniformly over the number of months in the season which he is expected to work. Due to requirements from the Insurer, the decision to continue benefits must be on an “all or nothing” basis. The determination will be made based on the wishes of the majority.

7. Notwithstanding **Article 6**, employees in the following circumstances shall continue to be eligible for benefits as herein described:
 - (a) Employees on Workers Compensation - full benefits;
 - (b) Employees who are laid off, and for eligible dependants of laid off employees - the cost of crowns, bridge work and dentures placed within thirty (30) days of the date of layoff provided:
 - (i) The impressions and preparatory work required for the crown(s), bridge work or denture was carried out within the sixty (60) day period immediately prior to the date of layoff; and,
 - (ii) Work in excess of five hundred dollars (\$500.00) was pre-authorized.

8. Re-instatement

Upon return from leave without pay, the employee immediately re-establishes his/her eligibility.

If the employee is re-instated within twelve (12) months of layoff date, he/she will immediately re-establish eligibility.

9. Services Not Covered

- Services purely cosmetic in nature, or for purely cosmetic reasons.
- Charges for broken appointments.
- Services covered or provided through Workers’ Compensation legislation, any government agency, or a third party liability.
- Congenital malformations, e.g. cleft palate prosthesis (if included in this Proposal).

- Major dental services including inlays, crowns, bridges, full dentures, partial dentures, including facings on crowns or pontics (false teeth) more often than once every five (5) years.
- Fees arising out of extra services arranged for privately between the patient and the dentist.
- Implants.
- Oral hygiene instruction.
- Plaque control programs.
- Charges for completing claim forms.

10. (a) Plan Benefits

The Plan covers one hundred percent (100%) of eligible charges for the basic dental services listed below:

- Oral examinations, x-rays, cleaning, scaling and root planing, fluoride treatment, space maintainers and maintenance, fillings, retentive pins, pre-fabricated metal or plastic restorations, pit and fissure sealants, root canal therapy, periodontics and oral surgery.

(b) Major Services

The Plan covers eighty percent (80%) of eligible charges for the major dental services listed below:

- Inlays, onlays and gold foil restorations, crowns, veneers, dentures (full and partial), dental adjustments, tissue conditioning, fixed bridges.

(c) Orthodontics

The Plan covers fifty-percent (50%) of eligible expenses for orthodontic procedures listed below:

- Orthodontic examination, surgical exposure of impacted tooth, fixed or removable orthodontic appliances, orthodontic band splint.

11. Claims

The basis for payment of covered services shall be the current fee schedule of the Manitoba Dental Association in effect at the time the services are performed.

The plan also recognizes specialists, dental mechanics and denturists where permitted by law to deal with the public.

Claim forms are obtainable at **the Insurer** and the Employer shall keep a supply on hand.

The Dentist shall bill the plan directly and a statement of payments made by the carrier shall be sent to the employee.

12. Premium

The Employer will pay one hundred percent (100%) of the premium cost of this benefit to a maximum of twenty-five dollars (\$25.00) per month for single coverage and sixty dollars (\$60.00) per month for family coverage and the employee shall contribute the balance by payroll deduction.

Appendix “B” - Group Insurance Benefits

All eligible employees shall participate in the group insurance plan containing the following provisions:

1. Eligibility

Employees in either of the following categories who have completed four (4) months of service with the Golf Course shall be eligible for benefits under this plan:

- (a) Full-time employees; and
- (b) Part-time employees whose average hours of work per week are twenty (20) or more.

Each new employee will become eligible after the completion of service with the Golf Course equal to eight (8) full biweekly pay periods.

The following members of an eligible employee’s family are also eligible:

- A legal spouse or common-law spouse. To be eligible, a common-law spouse must be registered at the time of employment. Otherwise, there may be a one (1) year waiting period from the date of registration.
- A legal or adopted child under the age of twenty-two (22) and living with the employee provided they are unmarried and unemployed.
- A child under the age of twenty-five (25) attending school, university or a similar institution full-time.
- A child or dependent of any age if handicapped and solely dependent on the employee.

2. Plan Year

The Plan Year is twelve (12) consecutive months beginning January 1 of each year.

3. Life Insurance and A, D & D (All Golf Course Employees)

Flat benefit of \$25,000.00.

Premiums fifty-fifty (50/50) cost shared.

4. Weekly Indemnity (All Golf Course Employees)

Payable on the basis of first day of accident, first day of hospitalization and eighth day of sickness.

Benefits of sixty-six point six seven percent (66.67%) of weekly earnings to the EI maximum.

Premiums one hundred percent (100%) paid by employees.

5. Extended Health (Including Vision)

Semi-private hospital room

Prescription drugs eighty percent (80%)

Out-of-Province expenses

Medical services and equipment

Paramedical services

Contact lenses or eye glasses

Premiums fifty-fifty (50/50) cost shared.

6. EI Rebate

The Union acknowledges that the improvements to the benefit plans are in full satisfaction of the obligation of the Employer to pay to employees a portion of the EI rebate consequent upon establishing the weekly indemnity plan at the EI maximum. Accordingly, the Union confirms that the Employer may retain the full amount of the EI rebate on condition that the Employer guarantee no dental premiums will have to be paid by employees during the term of this Agreement or during negotiations for renewal thereof.

Appendix “C” - RSP Allowance

All employees hired prior to March 31, 1995 will be paid an allowance of fifty cents (50¢) for each regular hour worked plus paid vacation and statutory holiday time to be paid to the credit of an RSP in the name of the employee.

Such allowance shall not form part of the employee’s regular hourly rate or be used in the calculation of benefits such as overtime, vacation or holiday pay.

Employees hired April 1, 1995 and thereafter who reach their eighth season will be entitled to the RSP allowance.

Appendix "D" - Manitoba Labour Board Order No. 1642



Manitoba Labour Board
 Suite 500, 5th Floor - 175 Hargrave Street Winnipeg, Manitoba, Canada R3C 3R8
 T 204 945-2089 F 204 945-1296
www.manitoba.ca/labour/labbrd
MLBRegistrar@gov.mb.ca

ORDER NO. 1642
Case No. 24/17/LRA

IN THE MATTER OF: *THE LABOUR RELATIONS ACT*

- and -

IN THE MATTER OF: An Application by

Manitoba Government and General Employees' Union,

Applicant,

- and -

**VENTURE MANITOBA TOURS LTD. and
 LAKELAND GOLF DEVELOPMENTS INC.,**

Respondents.

WHEREAS:

1. On February 7, 2017, the Manitoba Government and General Employees Union (the "MGEU"), filed an application with the Manitoba Labour Board (the "Board") seeking certain declarations pursuant to Sections 56 and 142 of *The Labour Relations Act* (the "Act").
2. In the Application the MGEU submits that it is the bargaining agent for certain employees of Venture Manitoba Tours Ltd. ("Venture") pursuant to a collective agreement entered into between Venture and MGEU covering the period of October 1, 2010 to September 30, 2014, which remains in force and effect. Further, that on January 1, 2017, Lakeland Golf Developments Inc. ("Lakeland") became the successor employer to Venture and as a result all employees of Venture became employees of Lakeland.
3. Accordingly, the MGEU requested that the Board:
 - a) Declare that there has been a sale, merger or amalgamation of the businesses of the Respondents, Venture and Lakeland;

- b) Declare that Venture and Lakeland are carrying on associated or related activities or businesses by or through more than one corporation, individual, firm, syndicate, or association, or a combination of them, under common control or direction, and constitute one employer for the purposes of the Act;
 - c) Declare that Venture has sold, leased, transferred or otherwise disposed of its business, or part of its business, to Lakeland;
 - d) Declare that Lakeland has acquired the rights, privileges and obligations of Venture under the Act;
 - e) Declare that the collective agreement between the MGEU and Venture in respect of the terms and conditions of employment for employees of Venture is in full force and effect in respect of the employees of Lakeland;
 - f) Such further and other relief by way of declaration or otherwise as the Board may deem appropriate.
4. Included as part of the Application was correspondence from a representative of Lakeland confirming that it had entered into a lease agreement with the Province of Manitoba on January 1, 2017 to operate Falcon Lake Golf Course and further that it "recognizes its responsibility under section 56(1) of *The Labour Relations Act*."
 5. On February 21, 2017, the Registrar confirmed with a representative of Lakeland, via a telephone conversation, that it did not oppose the Application and would not be filing a Reply.
 6. The Board, following consideration of the material filed, noting that Lakeland did not oppose the Application, and pursuant to sections 56 and 142 of the Act,

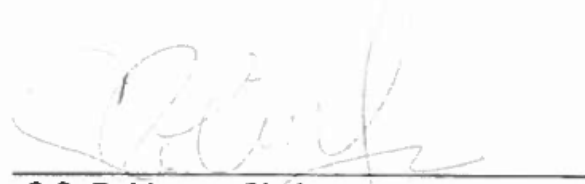
RULES

- a) That there has been a sale, merger or amalgamation of the businesses of Venture and Lakeland;
- b) That Lakeland has acquired the rights, privileges and obligations of Venture under the Act; and
- c) That the collective agreement between the MGEU and Venture in respect of the terms and conditions of employment for employees of Venture is in full force and effect in respect of the employees of Lakeland;

ORDER NO. 1642
Case No. 24/17/LRA

Page 3

DATED at WINNIPEG, Manitoba, this 17th day of March 2017, and signed on behalf of the Manitoba Labour Board by



C.S. Robinson, Chairperson

DH/acr

NOTES

REQUEST FOR REVIEW BY MANITOBA LABOUR BOARD OF A DECISION, ORDER, ETC. OF THE BOARD

- (a) Subsection 143(3) of *The Labour Relations Act* of Manitoba, C.C.S.M. Chapter L10 provides:

The board or a panel of the board may

- (a) review and vary or rescind any decision, order, direction, declaration or ruling that it or another panel has made; and
- (b) rehear a matter that it has heard or that another panel has heard.
- (b) Request for review by the board of its decision, order etc. must be made by application to the board, within ten days of the making of the board decision, order, etc.

Section 17 of the *Manitoba Labour Board Rules of Procedure* (being Manitoba Regulation 184/87R, published in the Manitoba Gazette Part II) provides:

Application for Review of Board Decision

17(1) Where an application is made to the board under subsection 143(3) of the *Act*, to review, rescind, amend, alter or vary any decision, order, direction, declaration or ruling made by it, the applicant, in addition to the material required to be filed under section 2, shall

- (a) file a concise statement of any new evidence with such evidence being verified by statutory declaration;
- (b) file a statement explaining when and how the new evidence became available and the applicant's reasons for believing that the new evidence so changes the situation as to call for a different decision, order, direction, declaration or ruling; and
- (c) in the absence of any new evidence, file a concise statement showing cause why the board should review or reconsider the original decision, order direction, declaration or ruling.

Time Limit for Review

17(2) Except by leave of the board, no application under subsection 143(3) of the Act for a review of any decision, order, direction, declaration or ruling made by the board shall be reviewed by the board after more than 10 days have elapsed following the date of the making of the decision, order, direction, declaration or ruling.

JUDICIAL REVIEW OF FINAL DECISION OF THE MANITOBA LABOUR BOARD

Subsection 143(6) of *The Labour Relations Act of Manitoba* provides:

Judicial Review of Final Decision

143(6) Notwithstanding any other Act, a final decision, order, direction, declaration or ruling, but not a procedural, interim or any other decision, order, direction, declaration or ruling, of the board or a panel of the board may be reviewed by a court of competent jurisdiction solely by reason that the board or the panel failed to observe a principle of natural justice or otherwise acted beyond or refused to exercise its jurisdiction, if

- (a) the applicant for review has first requested the board or the panel, as the case may be, to review its decision under subsection (3), and the board or the panel has decided not to undertake a review, or has undertaken a review and rendered a decision thereon, or has failed to dispose finally of the request to review within 90 days after the date on which it was made;
- (b) the board has been served with notice of the application and has been made a party to the proceeding; and

- (c) no more than 30 days have elapsed from, as the case may be, the decision by the board or panel not to undertake a review, or the date of the decision rendered by the board or panel on the review, or the expiration of the 90 day period referred to in clause (a).

REASONS FOR DECISION

It is the policy of the Manitoba Labour Board that where a party to the proceedings is adversely affected by an Order or by a decision of the Board, within ten (10) calendar days of the date on which the Board's Order or decision was signed, that party may request the Board in writing to furnish written reasons for its Order or decision. The Board then may consider such request for reasons for its Order or decision and shall notify the requesting party as to whether reasons will be provided.

E-Mailed to:

- Mr. H. Brotchie, Lakeland Golf Developments Inc.
- Mr. A. Beach/Mr. D. Lewis, Manitoba Government and General Employees' Union

Letter of Intent

between

**Lakeland Golf Developments Inc.
(Falcon Lake Golf Course)**

and

Manitoba Government and General Employees' Union

Re: Safety and Health Training Course

The parties agree to hold a joint Union/Management "Safety Awareness Best Work Practices" course to be provided to all employees at the commencement of each season.

The curriculum for the course will be jointly formulated by the Employer and Union and presented jointly. Specialized training in the use of some equipment will be provided by the Employer to employees selected by management.

The cost of the specialized training will be paid by the Employer. Both courses will be held starting 2012.

Signed this 31st day of August, 2017.



On behalf of Lakeland Golf
Developments Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement No. 1

between

**Lakeland Golf Developments Inc.
(Falcon Lake Golf Course)**

and

Manitoba Government and General Employees' Union

Re: Falcon Employees

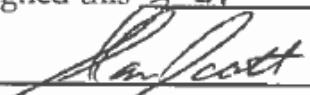
WHEREAS the following employees will be entitled to the benefits contained in the Articles of the Collective Agreement listed below as if they had been employed by **Lakeland Golf Developments Inc.** prior to March 31, 1995:

- (a) 14.02
- (b) 20.01
- (c) 27.01
- (d) 35.01
- (e) 37.01
- (f) 38.00

List of employees:

- (a) Barry Proceviat
- (b) Raymond Tallaire

Signed this 31st day of August, 2017.



On behalf of Lakeland Golf
Developments Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement No. 2

between

**Lakeland Golf Developments Inc.
(Falcon Lake Golf Course)**

and

Manitoba Government and General Employees' Union

**Re: Policy Grievance MGEU File: 311-2611/95 (Hecla Golf Course) &
Policy Grievance MGEU File: 321-2611/95 (Gull Harbour Resort Hotel)**

WHEREAS Falcon Lake Golf Course was previously operated by Venture Manitoba Tours Ltd., and as of January 1, 2017, responsibility for operations was transferred to Lakeland Golf Developments Inc.

AND WHEREAS a previous memorandum of agreement existed relating to the resolution of the above-noted grievances, which contained specific provisions concerning operations at the Falcon Lake Golf Course, which are still of relevant value to Lakeland Golf Developments Inc. and the Union.

The parties hereby agree to include the following wording from that memorandum, in the body of this new memorandum to maintain it in the current collective agreement. It is further acknowledged that Lakeland Golf Developments Inc. was not a party to that agreement at the time the grievances were resolved.

“WHEREAS the Employer and the Union are parties to Collective Agreement as follows:

- 1. Regarding Hecla Golf Course dated March 27, 1995;**
- 2. Regarding Gull Harbour Resort Hotel dated August 31, 1994.**

AND WHEREAS the Union has filed grievances as follows:

1. Policy Grievance MGEU File: 311-2611/95 (Hecla Golf Course), attached hereto and marked as Schedule “A”;
2. Policy Grievance MGEU File: 312/2611/95 (Gull Harbour Resort Hotel), attached hereto and marked as Schedule “B”.

AND WHEREAS the grievances have been referred to arbitration;

AND WHEREAS the parties hereto have reached agreement as to the terms and conditions upon which all issues arising between them regarding the above-referenced grievances will be settled;

AND WHEREAS the Employer expects to receive a transfer of assets and responsibilities for operations at Falcon Lake Golf Course currently owned and operated by the Province of Manitoba (hereinafter referred to as “Falcon Lake”); AND WHEREAS certain employees of Falcon Lake are represented by the Union and are subject to a Collective Agreement between the Union and the Province of Manitoba;

AND WHEREAS the Employer recognizes that it is a successor employer according to the meaning given to that term pursuant to the Labour Relations Act;

AND WHEREAS the Employer recognizes and respects the current bargaining rights held by the Union respecting employees at Falcon Lake;

NOW THEREFORE the parties hereto agree as follows:

- 1.01 The Government Employees Master Agreement (1994-1996) is in full force and effect with regard to the employees at Falcon Lake with the Employer as a successor Employer.
- 1.02 The grievances shall be withdrawn and the arbitrations cancelled.
- 1.03 The Employer and the Union agree that the negotiations for renewals of the Collective Agreements between them and for a successor Collective

Agreement respecting employees at Falcon Lake shall be commenced as soon as possible.

1.04 For greater certainty, Falcon Lake is considered to include

- (a) Driving range;
- (b) Course marshalling;
- (c) Tennis courts;
- (d) Lawn bowling;
- (e) Miniature Golf;

Any golf course expansion at Falcon Lake such as an executive course or a Par 3 course will be considered included if operated under the jurisdiction of the Employer.

1.05 The Employer agrees that current employees at Falcon Lake whose names are set forth in the list attached hereto and marked as Schedule "C" will be offered position for the 1996 season with no loss of rate of wages or benefits received by them in the 1995 season. It is understood this does not include a guarantee of hours. If wage rates and benefits provided in the Collective Agreement to be concluded between the Employer and the Union respecting Falcon Lake employees are less than those enjoyed by the named employees during the 1995 season, their wages and benefits will be red circled.

1.06 The Union agrees that employees engaged in Pro Shop operations at Falcon Lake will be excluded from the units represented by the Union.

1.07 The Pro Shop operations include management, pros and staff employed in the Pro Shops at Falcon Lake and for greater certainty include the following definitions:

- (a) Green fees;
- (b) Merchandise sales;

- (c) Golf carts excluding maintenance;
- (d) Driving range sales & service excluding maintenance;
- (e) Course marshalling excluding maintenance;
- (f) Sports facility excluding maintenance;
- (g) Soft drinks and snacks.

1.08 The Union agrees that food and beverage operations at Falcon Lake including the existing restaurant and food and beverage service on the golf course and elsewhere will continue to be provided under the terms of the current lease between the current leasee and the Province of Manitoba or by the Employer and as such will not be included in the bargaining unit represented by the Union for employees at Falcon Lake.

1.09 The Employer and the Union agree that the following provision takes effect immediately upon the signing of this Memorandum of Agreement and will be included in the Collective Agreements to be negotiated between them respecting Falcon Lake, replacing the current provisions:

Contracting Out


The Employer agrees that there shall be no contracting out of work which is presently being done by the members of the bargaining unit, without consent of the Union. The Union agrees to give reasonable consideration to requests from the Employer to contract out work which does not affect the integrity of the bargaining unit. Factors which shall be considered by the Union include: efficiency of the Employer's operations, integrity of the bargaining unit and employment security for members thereof.

1.10 The Union agrees that the position of Golf Course Superintendent at Falcon Lake will continue to be an excluded position provided duties and responsibilities of that position are not significantly changed.

1.11 This Agreement is without prejudice and will not be mentioned in any subsequent proceedings except in proceedings to enforce the terms hereof.

1.12 Nothing herein shall be taken as an admission of liability on the part of the Employer and any liability is denied.”

Signed this 31st day of August, 2017.



On behalf of Lakeland Golf
Developments Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement No. 3

between

**Lakeland Golf Developments Inc.
(Falcon Lake Golf Course)**

and

Manitoba Government and General Employees' Union

Re: Green Circling

WHEREAS it has been determined that the rate of pay for the following employees is higher than that of the rate of pay for their classified position as outlined in the Collective Agreement:

Raymond Tallaire;

Michael Fehr;

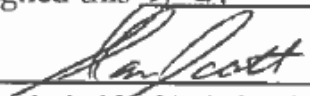
Roy Arndt.

It has been agreed between the parties that those individuals listed above will be treated as follows:

- (a) All employees will continue to be paid their current rate of pay (as in place as of July 22, 2017) and will continue to receive negotiated general wage increases while remaining in their current classification. This will remain in place until such time as the wage rate for that classification exceeds the wage rate at which the employee was green circled;**
- (b) This practice will continue as long as the employee remains employed with the Employer.**

The terms of this Memorandum will remain in effect unless otherwise agreed to by the parties.

Signed this 31st day of August, 2017.



On behalf of Lakeland Golf
Developments Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement No. 4

between

**Lakeland Golf Developments Inc.
(Falcon Lake Golf Course)**

and

Manitoba Government and General Employees' Union

Re: Health Spending Account

The Employer agrees that employees who are hired prior to March 31, 1995 shall be provided with benefits as per Article 35 of this Agreement, Appendix "A" and Appendix "B" of this Agreement, as well as a Health Spending Account (HSA) that can be used to pay for any expense that the core plan does not cover that is an allowable medical expense under The Income Tax Act. For example, if a drug expense is covered at eighty percent (80%), the employee could cover the other twenty percent (20%) through the HSA, or to cover additional eye glass expenses, etc.

The HSA will be administered by the Employer therefore the use of the HSA will have a tax implication.

Effective October 1, 2017, the HSA will be implemented at four hundred dollars (\$400.00) per year, per employee, and will be in force for the following employees:

Barry Proceviat

Raymond Tallaire.

Signed this 31st day of August, 2017.



On behalf of Lakeland Golf
Developments Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement No. 5

between

**Lakeland Golf Developments Inc.
(Falcon Lake Golf Course)**

and

Manitoba Government and General Employees' Union

Re: Signing Bonus

The Employer agrees, upon successful ratification of this Agreement, to pay each employee who was employed by Venture Manitoba Tours Ltd. in the 2016 season, and returned to employment with Lakeland Golf Developments Inc. at the Falcon Lake Golf Course in the 2017 season, a signing bonus of eight hundred and seventy-five dollars (\$875.00). This payment will be in lieu of retroactive wages for 2014, 2015 and 2016.

The payment will be processed on a separate cheque from their regular earnings, and will be paid within thirty (30) days of ratification.

Signed this 31st day of August, 2017.



On behalf of Lakeland Golf
Developments Inc.



On behalf of Manitoba Government
and General Employees' Union

Salary Schedule

Effective June 22, 2017 (date of ratification)

	start	Upon Successful Completion of Probation	After 1,000 Hours Worked	After 2,000 Hours Worked	After 3,000 Hours Worked	After 4,000 Hours Worked	After 5,000 Hours Worked	After 6,000 Hours Worked	After 7,000 Hours Worked	After 8,000 Hours Worked	After 9,000 Hours Worked
Groundskeeper	11.29	11.86	12.43	12.98	13.56	14.11	14.69	15.25	15.81	16.36	16.94
Mechanic	18.07	18.63	19.20	19.76	20.32	20.88	21.47	22.02	22.58	23.26	23.96

Effective October 1, 2017

	start	Upon Successful Completion of Probation	After 1,000 Hours Worked	After 2,000 Hours Worked	After 3,000 Hours Worked	After 4,000 Hours Worked	After 5,000 Hours Worked	After 6,000 Hours Worked	After 7,000 Hours Worked	After 8,000 Hours Worked	After 9,000 Hours Worked
Groundskeeper	11.46	12.04	12.62	13.17	13.76	14.32	14.91	15.48	16.05	16.61	17.19
Mechanic	18.34	18.91	19.49	20.06	20.62	21.19	21.79	22.35	22.92	23.61	24.32

Effective October 1, 2018

	start	Upon Successful Completion of Probation	After 1,000 Hours Worked	After 2,000 Hours Worked	After 3,000 Hours Worked	After 4,000 Hours Worked	After 5,000 Hours Worked	After 6,000 Hours Worked	After 7,000 Hours Worked	After 8,000 Hours Worked	After 9,000 Hours Worked
Groundskeeper	11.63	12.22	12.81	13.37	13.97	14.53	15.13	15.71	16.29	16.86	17.45
Mechanic	18.62	19.19	19.78	20.36	20.93	21.51	22.12	22.69	23.26	23.96	24.68