

Collective Agreement

between

Lakeview Management Inc.

Lakeview Hecla Golf Course

and

Manitoba Government and General Employees' Union

Local 140

December 1, 2021 to November 30, 2024

Note: Following receivership of Paletta Company Hotels Ltd., the Provincial Government assumed management responsibilities of Hecla Golf Course until Lakeview Management Inc. became the Employer.

Table of Contents

Article 1	Purpose of Agreement.....	1
Article 2	Interpretation.....	1
Article 3	Definitions	1
Article 4	Duration of Agreement	2
Article 5	No Discrimination	3
Article 6	Recognition and Scope	3
Article 7	Union Security.....	3
Article 8	Union Business	4
Article 9	Union Representation	5
Article 10	Management Rights.....	6
Article 11	Contracting Out	6
Article 12	Seniority.....	7
Article 13	Probation	8
Article 14	Layoff.....	9
Article 15	Resignations	10
Article 16	Disciplinary Action.....	10
Article 17	Grievance and Arbitration Procedure	11
Article 18	Hours of Work and Work Week.....	15
Article 19	Overtime	16
Article 20	Personal Days	17
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.....	20
Article 26	Holidays.....	21
Article 27	Vacations	22
Article 28	Workers Compensation.....	22

Article 29 Court Leave23

Article 30 Temporary Assignments24

Article 31 Joint Labour/Management Committee24

Article 32 Safety and Health24

Article 33 Employee Files25

Article 34 Technological Change26

Article 35 Group Insurance/LTD/Pensions/Ambulance26

Article 36 General Benefits27

Article 37 Severance Pay28

Article 38 Travel Allowance28

Article 39 Pay Plan29

Appendix “A”: - Benefits 31

Appendix “B”: - Group Insurance Benefits34

Appendix “C”: - RSP Allowance.....36

Memorandum of Agreement.....37

 Re: Health Spending Account

Memorandum of Agreement.....39

 Re: Management Employees Performing Bargaining Unit Work

Memorandum of Agreement.....40

 Re: Right of Recall

Memorandum of Agreement.....41

 Re: Interpersonal Violence Leave

Memorandum of Agreement.....43

 Re: Infectious Disease/Public Health Emergency

Salary Schedule.....44

*All changes appear in **bold**.

Alphabetical Table of Contents

Article 22	Adoptive Parent Leave	18
Article 21	Compassionate Leave	17
Article 11	Contracting Out	6
Article 29	Court Leave	23
Article 3	Definitions	1
Article 16	Disciplinary Action.....	10
Article 4	Duration of Agreement	2
Article 33	Employee Files	25
Article 36	General Benefits	27
Article 17	Grievance and Arbitration Procedure	11
Article 35	Group Insurance/LTD/Pensions/Ambulance	26
Article 26	Holidays.....	21
Article 18	Hours of Work and Work Week.....	15
Article 2	Interpretation.....	1
Article 31	Joint Labour/Management Committee	24
Article 14	Layoff.....	9
Article 10	Management Rights.....	6
Article 25	Maternity Leave.....	20
Article 5	No Discrimination	3
Article 19	Overtime	16
Article 23	Parental Leave	18
Article 24	Paternity Leave.....	19
Article 39	Pay Plan.....	29
Article 20	Personal Days	17
Article 13	Probation	8
Article 1	Purpose of Agreement.....	1
Article 6	Recognition and Scope	3
Article 15	Resignations	10

Article 32 Safety and Health24

Article 12 Seniority7

Article 37 Severance Pay28

Article 34 Technological Change26

Article 30 Temporary Assignments24

Article 38 Travel Allowance28

Article 8 Union Business4

Article 9 Union Representation5

Article 7 Union Security3

Article 27 Vacations22

Article 28 Workers Compensation.....22

Appendix “A” Benefits..... 31

Appendix “B” Group Insurance Benefits.....34

Appendix “C” RSP Allowance36

Memorandum of Agreement.....37

 Re: Health Spending Account

Memorandum of Agreement.....39

 Re: Management Employees Performing Bargaining Unit Work

Memorandum of Agreement.....40

 Re: Right of Recall

Memorandum of Agreement.....41

 Re: Interpersonal Violence Leave

Memorandum of Agreement.....43

 Re: Infectious Disease/Public Health Emergency

Salary Schedule.....45

*All changes appear in **bold**.

This Agreement made and entered into on this 10th day of December, 2021.

between

Lakeview Management Inc.
Lakeview Hecla 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 the Salary Schedule 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 December 1, **2021** and shall remain in force and effect up to and including November 30, **2024**. Notice of desire to bargain shall be presented by the Employer or the Union **at least sixty (60) days prior to but not more than one hundred and eighty (180) days prior to the expiry date hereof**. During the period required to negotiate a renewal, or revision and renewal, this Agreement shall remain in full force and effect. **The time limits for notice to bargain may be changed by mutual agreement between the parties hereto.**
- 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 Lakeview Hecla Golf Course (hereinafter referred to as “Hecla”) save and except Director of Golf Course Operations (one [1] person only), Manager of Golf Course Maintenance (one [1] person only), Golf Course Superintendent (two [2] people only), Pros and Staff employed in the Pro Shop and those excluded by the 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.

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 it 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) above, 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 to unreasonably 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 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 Article 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 ninety (90) days 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 section 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.
- 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 of a qualified medical practitioner.

Article 16 Disciplinary Action

16:01 An employee who has attained seniority shall only be disciplined or dismissed for just cause and the reasons therefore 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 or designate'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 with twenty (20) working days from the date of the action giving rise to the grievance.

- 17:02** 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.
- 17:03** 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.
- 17:04** 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.
- 17:05** 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.
- 17:06** **Steps of the Grievance and Arbitration Procedure**
 Step 1 - Supervisor
 Step 2 - General Manager
 Step 3 - Arbitration Board
- 17:07** **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.

17:08 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.

17:09 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.

17:10 Subject to Article 13:02(b), the discipline or dismissal of an employee who has not attained seniority is not arbitrable.

17:11 Step 3 - Arbitration Board

Where the decision of 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 an Arbitration Board and proceeded with in the following manner:

- (a) The Union shall in writing to the General Manager state that the grievance is to be proceeded with to Step 3 and also in the letter state the name of the Union's appointee to the Arbitration Board;
- (b) Within ten (10) working days of the receipt of the letter as provided in Article 17:12(a), the Employer shall in writing notify the Union of its appointee to the Arbitration Board;
- (c) Within ten (10) working days of the receipt of the letter as provided in Article 17:12(b) above, the two (2) appointees shall meet and select a

third member who shall be the Chairperson of the Arbitration Board, and without delay notify the Employer and the Union of the name of the Chairperson;

- (d) If in the event either the Employer or the Union fails to appoint an appointee, or if the two (2) appointees fail to agree upon a third member within applicable time limits, at the written request of either party the appointment(s) shall be made by the Chairperson of the Manitoba Labour Board;
- (e) Within ten (10) working days following the appointment of the Chairperson, or such longer period of time mutually agreed by the parties, the Board shall cause hearing(s) to be held and the Board shall notify the Employer and the Union of the time, date and place of the hearing(s).
- (f) Either party is entitled to call witnesses or other persons to give testimony and if employees are called in by the Employer they shall be allowed leave with pay and if the employees are called by the Union they shall be allowed leave on a wage recovery basis;
- (g) Within fifteen (15) working days of the conclusion of the hearing(s) or such longer period of time mutually agreed by the parties, the Board shall render its decision in writing to the Employer and to the Union;
- (h) The decision of the majority shall be the decision of the Board and such decision shall be final and binding upon the parties;
- (i) The Board shall not have the Authority to amend, add to, or in any manner change any Article of this Agreement;
- (j) Each party shall bear all expenses of their appointee to the Board and shall bear equally the expenses of the Chairperson of the Board.

17:12 Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Article 17:12(a), shall so state:

- (a) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days;
- (b) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days the party initiating the arbitration proceedings may submit the name of its appointee to the Board in accordance with Article 17:12(a) above, within ten (10) working days;
- (c) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an arbitration board for the purposes of this Article.

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 07:00 to 15:30 hours, or 08:00 to 16:30 hours.
- (d) With the written 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.

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 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 (1½x) his hourly rate for all hours worked in excess of eight (8) in a day or eighty (80) in a biweekly pay period.

An employee required to work on his day(s) of rest shall be paid at the rate of **two times (2x)** his hourly rate for all hours worked with a minimum guarantee of four (4) hours at **two times (2x)**. 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 overtime 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 over-time 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, including travel allowances.

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.

19:06 Employees who live off Hecla Island and who are called back to work at Lakeview Hecla Golf Course outside of their regular hours on their regular work day, or on their day(s) of rest, shall be paid a travel allowance of fifteen dollars (\$15.00) for each occurrence.

Article 20 Personal Days

20:01 Employees will be entitled to six (6) 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 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 Articles 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 **three (3)** 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 mother of a child; or
 - (b) Be the natural father 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 submit to the employing authority an application in writing for parental leave at least four (4) weeks

before the day specified in the application s 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 sixty-two (62) weeks. (Note: This represents the extended parental leave of sixty-one (61) weeks plus the one (1) week wait period).
- 23:04** Subject to Article 23:05, parental leave must commence no later than seventy-eight (78) weeks after the 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. (Note: This change represents one (1) week wait period plus fifteen (15) weeks maternity leave plus one (1) week wait for parental leave plus sixty-one (61) weeks parental leave = seventy-eight (78) weeks).
- 23:05** Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the employing authority.
- 23:06** Where an employee takes maternity leave and immediately proceeds on parental leave, the employee shall receive ninety-three percent (93%) of her weekly rate of pay in the week following the week Employment Insurance Parental benefits cease, but no later than the fifty-second (52nd) week of leave. (Note: Should read seventy-eighth (78th) week of leave if the employer approves extended parental leave).

Article 24 Paternity Leave

- 24:01** A male employee shall be granted **three (3)** working day's leave with pay, to attend to needs directly related to the birth of his child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his child, or the day of his wife's admission to, or discharge from the hospital.

Article 25 Maternity Leave

- 25:01** In order to qualify a pregnant employee must:
- (a) Submit to the employing authority an application in writing for leave 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
 - (b) Provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 25:02** An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02(c); or
 - (b) 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 Section :02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the employing authority.
- 25:03** An employee who has been granted maternity leave shall be permitted to apply up to a maximum of five (5) days of her accumulated sick leave against the Employment Insurance waiting period. An employee who has been granted maternity leave shall also be permitted to apply up to an additional five (5) days of her accumulated sick leave in the week after Employment Insurance Maternity benefits are paid or an additional five (5) days of her accumulated sick leave in the week after Employment Insurance Parental benefits cease, but shall not be payable beyond the fifty-second (52nd) week of leave (NOTE: this should be amended to seventy-eighth (78th) week of

leave if the employer approves the extended parental leave provision). Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted, the employee shall compensate the employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

- 25:04** Where an employee’s anniversary date falls during the period of maternity leave the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.
- 25:05** Section 57 and Sections 60(1) through 60(4) 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:

Louis Riel Day	August Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Remembrance Day

National Day for Truth and Reconciliation

Any other holiday proclaimed by federal or provincial statute.

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 (2) times 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 (2) times 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 the Lakeview Hecla 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 **two hundred twenty-five dollars (\$225) in the first year of this Agreement**, within two (2) weeks of the employee providing proof of purchase. In each following year of this Agreement, the footwear allowance shall increase by **ten dollars (\$10.00)**. Running shoe safety footwear is acceptable for use on the golf course. In years that the employee does not request safety boots, the allowance may be used by the employee to purchase raincoats or may be carried over **for a maximum of three (3) years (including the annual increase to the allowance)**.
- 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.

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 his designate, an employee has the right to examine his file. He may be accompanied with 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 Group Insurance/LTD/Pensions/Ambulance

- 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 Effective September 1, 2013 of this Agreement 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”, “B” and Memorandum of Agreement re: Health Spending Account 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. After three (3) seasons of service, employees shall receive six (6) guest passes per year. 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 one (1) guest accompanying an employee on one (1) cart 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.

36:05 Discounts

In recognition of service to the Employer, all employees shall receive a **fifty percent (50%) discount on one (1) meal at the Lakeview Hecla Resort’s coffee shop, dining room, or lounge, on days when they are on duty. On days when the employee is off duty, they will receive a twenty-five**

percent (25%) discount on meals purchased at any Lakeview property.
(This discount does not apply to non-employees or to the purchase of alcoholic beverages.)

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 to the employees estate in the event of death, severance pay in an amount arrived at by totaling 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 Travel Allowance

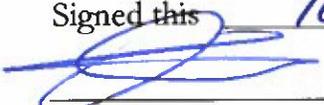
38:01 The Employer agrees to pay each employee of Hecla Golf Course a sum of **twenty-two dollars (\$22.00)** per working day. The travel allowance will be available for employees who commute one (1) day of the week to their permanent residence. **Only employees operating a vehicle to attend the workplace will be entitled to claim the travel allowance, and only for the actual days when the vehicle was operated.**

Article 39 Pay Plan

39:01 Nothing shall prevent the Employer from paying to any employee at any time any amounts in excess of the minimums set forth in the Salary Schedule, but the Employer shall not be required to continue to pay in excess of the minimums set forth in the Salary Schedule when, in the Employer's opinion, it is no longer justified. However, the Employer may not pay to an employee an amount less than that to which his seasons of service entitle him.

IN WITNESS WHEREOF A representative of Lakeview Management Inc. has hereunto set their hand for, and on behalf of, Lakeview Management Inc.; and a Staff Representative of Manitoba Government and General Employees' Union has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 10th day of DECEMBER, 2021.



On behalf of Lakeview Management Inc.



On behalf of Manitoba Government
and General Employees' Union

On behalf of Lakeview Management Inc.



On behalf of Manitoba Government
and General Employees' Union

Appendix "A": - Benefits

SCHEDULE OF BENEFITS - GROUP POLICY #44234, DIVISION 58	
Life Insurance	
Employee Life Insurance:	\$15,000 Your amount of Life Insurance will reduce by 50% at age 65.
Dependent Life Insurance:	
<ul style="list-style-type: none"> ▪ Spouse ▪ Children 15 days and over 	<ul style="list-style-type: none"> ▪ \$5,000 ▪ \$2,500
AD&D Insurance (Principal Sum)	
AD&D Insurance (Principal Sum)	An amount equal to your Life Insurance. Your amount of AD&D Insurance will also reduce by 50% at age 65.
Short Term Disability Income Benefits	
Waiting Period:	
<ul style="list-style-type: none"> ▪ Injury ▪ Sickness 	<ul style="list-style-type: none"> ▪ No waiting period. ▪ 7 Days. <p>If you are hospitalized or have day surgery before the last day of the waiting period for disease, benefits will begin on the day you are hospitalized or the surgery is performed.</p>
Maximum Benefit Period:	17 Weeks
Amount:	66⅔% of your weekly earnings to a maximum benefit of \$800.
Prescription Drugs	
Deductible:	An amount equal to the dispensing fee portion of the drug charge.
Reimbursement Level:	80% of the first \$1,000 of paid out benefits each calendar year, including healthcare, and 100% of the remainder.
Health Care	
Calendar Year Deductible:	
<ul style="list-style-type: none"> ▪ Per family member ▪ Per family 	<ul style="list-style-type: none"> ▪ \$25 ▪ \$50 <p>Health care deductibles do not apply to Hospital Expenses.</p>

Health Care, cont'd...	
Coinsurance Percentage:	80% of the first \$1,000 of paid out benefits each calendar year, including prescription drugs, and 100% of the remainder.
Hospital Daily Room and Board:	Semi-private.
Out-of-hospital Nursing Maximum:	\$10,000 each calendar year.
Paramedical Covered Expenses in any calendar year:	
<ul style="list-style-type: none"> ▪ For each practitioner ▪ X-ray maximum 	<ul style="list-style-type: none"> ▪ \$300 ▪ \$50
Extra-care Covered Expenses:	
<ul style="list-style-type: none"> ▪ Out-of-hospital Psychologists calendar year maximum ▪ Out-of-hospital Speech Therapist calendar year maximum ▪ Lifetime Maximum 	<ul style="list-style-type: none"> ▪ \$300 ▪ \$300 ▪ Unlimited
Dental Care	
Dental Fee Guide:	The dental fee guide in effect in your province of residence on the date treatment is rendered.
Calendar Year Deducible	
<ul style="list-style-type: none"> ▪ Per family member: ▪ Per family: 	<ul style="list-style-type: none"> \$25 \$50
Co-insurance Percentage	
<ul style="list-style-type: none"> ▪ Routing Treatment: ▪ Major/Orthodontic Treatment: 	<ul style="list-style-type: none"> ▪ 80% ▪ 50%
Routine/Major Maximum:	\$1,000 each calendar year (reduced to \$500 in the first year if coverage begins after July 1).
Orthodontic Maximum (per course of treatment)	\$1,000

Vision Care	
Deductible:	Nil
Co-insurance Percentage	100%
Eye Examinations:	1 exam every 24 months.
Eyeglasses or Contact Lenses:	\$120 every 24 months.
Note: Any Healthcare and Dental care expenses incurred are combined to satisfy the deductibles.	

Appendix “B”: - Group Insurance Benefits

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

1:01 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:

- Full-time employees; and
- 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.

1:02 Plan Year

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

1:03 Life Insurance and A, D and D (All Golf Course Employees)

- Flat benefit of twenty-five thousand dollars (\$25,000).
- Premiums fifty/fifty (50/50) cost shared.

1:04 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.

1:05 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.

1:06 Employment Insurance (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 will be paid an allowance of **one dollar (\$1.00) after reaching their fourth season**, 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.

Note: This is not retroactive.

Memorandum of Agreement

between

Lakeview Management Incorporated
(Lakeview Hecla Golf Course)

and

Manitoba Government and General Employees' Union

Re: Health Spending Account

The Employer agrees that employees who are hired prior to April 1, 1995 shall be provided all benefits in Appendix "A" - Benefits, 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 drug expense is covered at eighty percent (80%), the member could cover the other twenty percent (20%) through the Health Spending Account or to cover remainder of eyeglass coverage, etc.

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

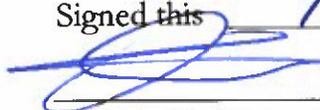
September 1, 2021	\$750;
September 1, 2022	\$800;
September 1, 2023	\$850;

and will be in force for the following members:

Kenneth Seniuk

Kirk Johnson

Signed this 10th day of DECEMBER, 2021.

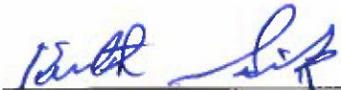


On behalf of Lakeview Management Inc.



On behalf of Manitoba Government
and General Employees' Union

On behalf of Lakeview Management Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Lakeview Management Incorporated

(Lakeview Hecla Golf Course)

and

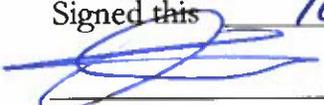
Manitoba Government and General Employees' Union

Re: Management Employees Performing Bargaining Unit Work

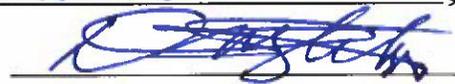
1:01 The Employer confirms that it will not expand the scope of excluded management personnel (as defined in Article 6:01) performing bargaining unit work.

1:02 The parties agree they will meet periodically during the term of this Agreement at the request of either side to discuss issues regarding this matter and to address concerns of the Union and employees regarding management personnel performing bargaining unit work.

Signed this 10th day of DECEMBER, 2021.



On behalf of Lakeview Management Inc.



On behalf of Manitoba Government
and General Employees' Union

On behalf of Lakeview Management Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Lakeview Management Incorporated
(Lakeview Hecla Golf Course)

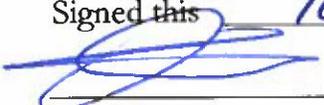
and

Manitoba Government and General Employees' Union

Re: Right of Recall

1:01 The Golf Course shall continue to operate seasonally during any period of Resort shutdown and the practice of recalling employees for seasonal employment will continue as per Article 14.

Signed this 10th day of DECEMBER, 2021.



On behalf of Lakeview Management Inc.



On behalf of Manitoba Government
and General Employees' Union

On behalf of Lakeview Management Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Lakeview Management Incorporated
(Lakeview Hecla Golf Course)

and

Manitoba Government and General Employees' Union

Re: Interpersonal Violence Leave

- 1:01 An employee who is a victim of interpersonal violence as defined in the Manitoba Employment Standards Code and Regulations, and has been employed for at least ninety (90) days is entitled to both the following domestic violence leaves in each fifty-two (52) week period:**
- (a) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;**
 - (b) Leave of up to seventeen (17) weeks to be taken in one continuous period.**
- 1:02 An employee may take an Interpersonal Violence Leave for only one or more of the following purposes, as those purposes relate to the employee or to a dependent:**
- (a) To seek medical attention in the respect of a physical or psychological injury or disability;**
 - (b) To obtain services from a victim services organization;**
 - (c) To obtain psychological or other professional counseling;**
 - (d) To relocate to temporarily or permanently;**

(e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the interpersonal violence;

(f) Any other prescribed purpose.

1:03 Subject to Article 40:04, leave taken under this Article is unpaid leave.

1:04 An employee shall be granted up to five (5) days of paid leave in a fifty-two (52) week period, provided that when giving notice under Article 1:05 the employee notifies the employer which days, if any, are to be paid leave. An employee shall not be required to use other income replacement funds such as sick leave, vacation and overtime bank to fund the five (5) days of paid leave under this Article.

1:05 An employee who wishes to take leave under this Article must provide as much notice as is reasonable and practicable to the employer.

1:06 Should the current provisions under the Employment Standards Code provide a greater paid benefit or protective leave entitlement than those cited in this Article, the Employment Standards Code provisions will prevail.

Signed this 10th day of DECEMBER, 2021.



On behalf of Lakeview Management Inc.



On behalf of Manitoba Government
and General Employees' Union

On behalf of Lakeview Management Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Lakeview Management Incorporated
(Lakeview Hecla Golf Course)

and

Manitoba Government and General Employees' Union

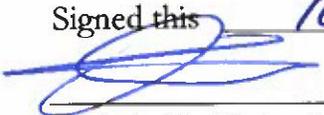
Re: Infectious Disease/Public Health Emergency

In the event of a pandemic or public health emergency the following terms and conditions shall apply and will override the terms and conditions of the contract:

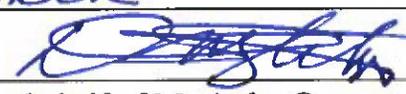
- 1:01** Should the Employer deem an employee unsafe to enter or continue working at a specified worksite due to concerns over travel, perceived illness, or contact with any person who has become ill, and is not required by provincial health to self isolate, such employee shall be paid administrative leave by the Employer, which shall not be deducted from any of the employees vacation credits, overtime, or compensatory leave credits. The administration pay provided under this memorandum shall only be applied when the employee is directed by the Employer not to enter the workplace.
- 1:02** Should any employee develop symptoms relating to an infectious disease that is identified by public health no such employee shall be required to produce a medical certificate documenting their illness.
- 1:03** Should any employee go for testing relating to concerns over an infectious disease where they have developed symptoms and have not been directed by management to take such a test the employee shall utilize any remaining vacation, or overtime, or compensatory leave credits.

- 1:04 Once the results of the test are known by the employee, such results shall be shared with the Employer only to demonstrate that the employee has been tested and is safe to return to the workplace.
- 1:05 The Employer shall ensure all recommendations issued by public health are adhered to including any personal protective equipment to safely provide services.
- 1:06 The Employer must offer work to an employee furloughed or laid off for reasons related to infectious disease. A re-employment obligation exists if the Employer needs employees within twelve (12) months of the end of the employment relationship, for the same or similar duties that the employee had been doing when work becomes available.
- 1:07 Should an employee's child, spouse, or parent in which the employee is the direct care provider become ill, and is required to self isolate, the employee shall be able to access personal days, unused vacation credits or compensatory leave credits for the duration of time the family member is required to isolate. A medical note shall not be required for such leave.

Signed this 10th day of DECEMBER, 2021.



On behalf of Lakeview Management Inc.



On behalf of Manitoba Government
and General Employees' Union

On behalf of Lakeview Management Inc.



On behalf of Manitoba Government
and General Employees' Union

Salary Schedule

Effective December 1, 2021

	Start Rate	Upon Successful Completion of Probation	After Below Hours Worked							
			1,000	2,000	3,000	4,000	5,000	7,000	8,000	9,000
Groundskeeper	\$13.26	\$14.10	\$15.12	\$15.12	\$15.34	\$15.34	\$16.27	\$17.27	\$17.45	\$18.06
Mechanic	\$19.28	\$19.87	\$20.48	\$21.08	\$21.66	\$22.27	\$22.90	\$23.49	\$24.08	\$25.55

Effective December 1, 2022

	Start Rate	Upon Successful Completion of Probation	After Below Hours Worked							
			1,000	2,000	3,000	4,000	5,000	7,000	8,000	9,000
Groundskeeper	\$13.53	\$14.38	\$15.42	\$15.42	\$15.65	\$15.65	\$16.60	\$17.62	\$17.80	\$18.42
Mechanic	\$19.67	\$20.27	\$20.89	\$21.50	\$22.09	\$22.72	\$23.36	\$23.96	\$24.56	\$26.06

Effective December 1, 2023

	Start Rate	Upon Successful Completion of Probation	After Below Hours Worked							
			1,000	2,000	3,000	4,000	5,000	7,000	8,000	9,000
Groundskeeper	\$13.80	\$14.67	\$15.73	\$15.73	\$15.96	\$15.96	\$16.93	\$17.97	\$18.16	\$18.79
Mechanic	\$20.06	\$20.68	\$21.31	\$21.93	\$22.53	\$23.17	\$23.83	\$24.44	\$25.05	\$26.58