

# **COLLECTIVE AGREEMENT**

**Between**

**PINAWA GOLF AND COUNTRY CLUB**

**And**



**unifor**

Local**191**

**July 1, 2016 to June 30, 2019**

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## **ARTICLE 1 - RECOGNITION**

- 1.01 The Employer recognizes Unifor Local 191 as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment or other conditions of employment for all employees performing work described in the Jurisdiction Article of this Agreement.
- 1.02 The Employer agrees that during the term hereof and during any negotiations for the renewal or extension hereof, it will not sign any contract nor make any written agreement of any kind with any other union relating to any jobs or work covered and described in the Jurisdiction Article of this Agreement.
- 1.03 All correspondence arising out of this Agreement shall pass to and from the Executive Director or designate and the President, Secretary or designate of the Local Union.
- 1.04 No individual employment contract with the members of the bargaining unit, whether written or oral is permitted.

## **ARTICLE 2 - JURISDICTION**

- 2.01 This Agreement applies to all employees of Pinawa Golf and Country Club in the town of Pinawa, save and except managers, persons above the rank of managers and PGA Golf Professionals.
- 2.02 Persons who are excluded from the Bargaining Unit in accordance with clause 2.01 above shall not work on any jobs which are included in the Bargaining Unit except in conformance with past practice, such that the performance of any such work in itself does not reduce the hours of work of any employee or prevent the recall of an employee who is on layoff.

## **ARTICLE 3 - MANAGEMENT'S RIGHTS**

- 3.01 The management and operation of the Employer, including, but not restricted to, the right to hire, promote, demote, transfer, assign work, retire, determine location and methods of operation, and to discharge or otherwise discipline for just cause, shall be vested solely in the management of the Employer subject only to express provisions contained in the Collective Agreement.
- 3.02 The Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement s as a whole when administering this Agreement.

## **ARTICLE 4 - UNION SECURITY**

- 4.01 All current employee as of the date of ratification of the first Collective Agreement who are or become members of the Union shall remain members of the Union in good standing as a condition of continued employment. Thereafter all employees hired shall become a member of the Union as a condition of employment. The Employer agrees to inform each new employee of the union membership condition in this section.
- 4.02 The Employer shall give a Union steward the opportunity to interview each new employee during regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of union membership.
- 4.03 When new classifications are developed the Employer agrees to consult with the Union as to whether such classifications should be included in the bargaining unit. Should the parties be unable to agree, the matter shall be referred to arbitration as per the grievance procedure.
- 4.04 The Employer agrees that it shall not ask an employee in this bargaining unit to perform work transferred from any Company or organization whose employees are engaged in a legal strike authorized by Unifor.
- 4.05 In accordance with Manitoba law no strike or lockout shall take place while this agreement is in force.

## **ARTICLE 5 - INFORMATION**

- 5.01 The Employer shall supply the Union with the following information for each new employee hired prior to the end of their probationary period.
- i) Name and address, telephone numbers and email address.
  - ii) Date of hire
  - iii) Job classification
- 5.02 The Employer shall notify the Union in writing monthly of resignations, retirements, deaths, promotions and other revisions in the information listed above.
- 5.03 The Employer shall provide to the Union no later than May 30<sup>th</sup> annually a bargaining unit seniority list listing date of hire, classification and rate of pay.

## **ARTICLE 6 - SENIORITY**

Seniority of non-probationary employees means continuous length of service with the Employer. Service shall be deemed continuous unless interrupted by:

1. Dismissal for just cause; or
  2. permanent layoff to reduce the work force; or
  3. resignation; or
  4. retirement.
- a) Senior employees shall have first choice of vacation.
  - b) An employee whose employment is terminated, except in the case of layoff, and is subsequently rehired shall commence service and seniority at the date of rehire.
  - c) In the event of a part-time or temporary employee becoming a full-time employee, he/she shall be credited with time previously served with the Company provided that such time is continuous with the employee becoming a full-time employee.
  - d) Seasonal employees are not covered by this clause, except that if a seasonal employee is hired as a part-time or full-time employee he/she shall be credited with their past service.

## **ARTICLE 7 - PROBATIONARY PERIOD**

New employees shall be considered probationary employees for the first sixty (60) days worked. For the purposes of this article a “day” is any portion of a day in which an employee works part-time or full-time shift. The Employer commits to review the probationary employee’s performance regularly and provide feedback so the employee may improve. A probationary employee covered by the Collective Agreement may be terminated by the Employer in its exclusive discretion, subject to *The Human Rights Code*, at any time during the probationary period and such dismissal shall not be subject to grievance or arbitration. After successful completion of probation an employee’s length of continuous service shall be calculated from the date of original hiring.

## **ARTICLE 8 - DEFINITIONS**

8.01 A full-time employee is one who regularly works an eight (8) hour regular shift and forty (40) hours weekly year round.

8.02 A part-time employee is an employee who works up to eighty percent (80%) of a regular work week and whose work follows an on-going, predetermined schedule of work on a regular and recurring basis.

8.03 A seasonal employee is an employee hired to work during the summer season on a regular or casual basis and voluntarily terminates their employment at the end of the summer season. Seasonal employees will have preference to be rehired for subsequent seasonal work before new hires provided such seasonal employees apply for employment prior to start of the season of that year.

If an employee completes five (5) years or more of seasonal employment they will not be required to fulfill a probationary period in accordance with Article 5 and will be paid at the top rate of pay for the remainder of their employment as a seasonal employee.

8.04 There shall be two (2) categories of employees:

- 1) Permanent Employees (which includes part time workers), including Restaurant and building maintenance.
- 2) Seasonal Employees.

There shall be two (2) departments: 1) Restaurant Facility and 2) Grounds/Pro Shop.

8.05 "Preference" shall mean and refer to an employee's stated preference of hours, shift and rest days in accordance with Article 13.01(d) for the purpose of scheduling. An employee's preference is scheduled by seniority and the requirements of the business and as such is not guaranteed.

#### **ARTICLE 9 - DUES CHECK-OFF**

9.01 The Employer agrees to withhold each pay period a stated amount to be determined by the Union.

9.02 The Employer will remit monthly to the Local concerned the amounts so deducted, not later than the fifteenth (15th) day of the month, following said deduction.

9.03 In consideration of the foregoing, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

9.04 The Employer agrees to inform the Union monthly or as may be provided in the Collective Agreement, the names and amounts so deducted from each employee's wages.

- 9.05 The Union agrees to inform the Employer in writing of the amount of dues, fines or assessments levied in accordance with the Union's Constitution and By-laws and shall notify the Employer at least one month in advance of any change in the assessments to be deducted.

#### **ARTICLE 10 - JOB POSTING**

- 10.01 All job openings or vacant positions, including temporary vacancies of forty-five (45) days or longer, either in scope or out of scope will be posted on the Union Bulletin Board for a minimum of five (5) working days. The job posting shall include the wage rate and hours of work. The Employer reserves the right to determine whether any job openings or vacant positions should be filled.
- 10.02 Current employees may apply in writing and shall receive first consideration for all openings. Employees with the necessary qualifications who are not selected for the position may request an explanation of the Employer's decision and request how they might improve his or her chances for future consideration. For existing jobs the position can be posted internally and externally concurrently but interviews shall be held with internal applicants prior to any external candidates being considered.
- 10.03 For newly created positions the job shall be posted, applicants interviewed and denials delivered prior to the position being advertised externally.
- 10.04 Copies of all bargaining unit job postings will be sent to the Unifor 191 office.

#### **ARTICLE 11 - NO DISCRIMINATION**

- 11.01 The Employer and the Union commit themselves to the principles of *The Human Rights Code*. The parties agree there shall be no discrimination against any employee because of race, religion, creed, color, age, sex, national origin, handicap or disability in regards of employment, advancement or Union activity.
- 11.02 Bullying and personal harassment will not be tolerated. Bullying and personal harassment are deliberate actions such as offensive, malicious and/or cruel behaviour with the aim to humiliate, intimidate, undermine, or destroy the character or confidence of an individual or group of individuals, which may include teasing, ridicule, mobbing, repeating gossip or any other act or words that could psychologically hurt or isolate an employee, customers or peers.

*The Workplace Safety & Health Act/Regulations* Part 10 "Harassment" requirements:

- 10.2(1) The harassment prevention policy must include the following statements:
- (a) Every worker is entitled to work free of harassment;

- (b) The employer must ensure, so far as is reasonable practical, that no worker is subjected to harassment in the workplace;
- (c) The employer will take corrective action respecting any person under the employer's direction who subjects a worker to harassment;
- (d) The employer will not disclose the name of the complainant or an alleged harasser or the circumstances related to the complaint to any person except where disclosure is:
  - (i) Necessary to investigate the complaint or take corrective action with respect to the complaint or;
  - (ii) required by law.
- (e) A worker has the right to file a complaint with the Manitoba Human Rights Commission;
- (f) The employer's harassment prevention policy is not intended to discourage or prevent the complainant from exercising any other legal rights pursuant to any other law.

## **ARTICLE 12 - HOURS OF WORK**

- 12.01 (a) The normal work week workers shall consist of forty (40) hours, based on eight (8) hours per day (exclusive of the meal period) and five (5) days per week.
- (b) The Employer shall assign employees two (2) consecutive days off duty each week wherever possible.
- 12.02 Breaks described in this article are paid breaks.
- 12.03 Full-time employees, or any employee working a full shift, shall receive two (2) fifteen (15) minute breaks per working day, the time of which shall be designated by the Employer, providing one break is in the morning and one is in the afternoon. These breaks will be timed approximately half-way through the morning hours, the second to be approximately half-way through the afternoon hours.
- 12.04 Part-time employees working shifts of five (5) hours or less shall receive one (1) 15-minute break. An employee who completes six (6) consecutive hours of work or more is entitled to, and must take, a second (2nd) fifteen (15) minute rest break, with pay, taken at a time designated by the Employer. The Employer will, whenever possible, schedule the rest break.



- 12.05 The employee must take the rest break. An employee will not have the option of forgoing the rest break and being paid for it. If the Employer fails to schedule a fifteen (15) minute rest break(s) period within an employee's 8-hour shift, the employee will be paid for the period at overtime rates. If the break is within a shorter shift, the employee will be paid for the period at regular rates.
- 12.06 An interval of not less than one-half (1/2) hour shall be allowed for lunch and shall be included between the third (3rd) and fifth (5th) hours of work. In no case shall said lunch period be considered the time of the Employer. A lunch break shall be provided for every part-time employee who works more than a five-hour shift.
- 12.07 This article shall not be interpreted as a weekly or daily guarantee of hours and/or days of work. However, should a full-time employee report to work for a scheduled shift, the Employer shall pay them for the full shift. Should a part-time or seasonal employee report for a scheduled shift and there is no work, they shall receive two (2) hours pay.
- 12.08 The Employer may cancel an employee's scheduled shift with forty-eight (48) hours' notice to the employee. In the event a shift must be cancelled without forty-eight (48) hours' notice the employee will receive two (2) hours pay at regular rates, unless the shift has been cancelled due to inclement weather or an unanticipated emergency.

### **ARTICLE 13 - SCHEDULING**

- 13.01 (a) Scheduling, including preference of maximization of hours, shift and rest days will be done in seniority order, provided there are sufficient qualified employees to staff the operation of the department.
- (b) Permanent employees will be scheduled in an effort to maximize their hours up to forty (40) hours per week based on seniority and preference during the peak season only. Full-time employees will have their hours maximized before hours are given to part-time employees, unless the Full-time employee chooses not to maximize their shifts.
- (c) During the off season, employees will share the available hours with Full-time employees being scheduled for twenty-four (24) hours before hours are given to part-time employees; additional hours over and above twenty-four (24) hours per week will be scheduled by seniority and preference to a maximum of forty (40) hours per week.
- (d) Employees will be required to submit their preferences in writing prior to peak season each year with a copy to the Union Steward and the Union 191 office. Employees must also indicate on the form the priority of their preferences (i.e.: the employee's priority preference maximization of hours

or days off?). Changes to preferences will not be accepted between these times unless mutually agreed upon by the Employer and the Union.

- (e) All schedules will be posted weekly by 6 PM Monday to be effective on the following Monday. A copy of all schedules will be provided to the Union Steward. A copy of the current seniority list shall be posted with the schedule.
- (f) An employee shall have forty-eight (48) hours to review the schedule once it is posted and bring any errors and omissions to the attention of the Employer. The employee may have the assistance of the Union in this regard who will bring the errors and omissions to the Employer's attention within the designated forty-eight (48) hour period. If this is not done within forty-eight hours (48) of posting, the employee will not have the right to file a grievance with regard to the error or omission and the schedule will stand as is.
- (g) Employees will be allowed to exchange shifts with other qualified employees as long as said shift change do not result in extra costs to the Employer, such as overtime. All switched shifts to be confirmed in writing or email to immediate supervisor. The exchange of shifts is subject to management approval which will not be unreasonably withheld.
- (h) Where less than nine (9) hours have elapsed between scheduled shifts, overtime rates will be paid for all hours worked within the 9-hour turnaround period, unless an employee volunteers for the shift.

#### **ARTICLE 14 - SICK LEAVE and TIME OFF WITH PAY**

- 14.01 An employee on sick leave shall be covered by all terms and conditions of this Collective Agreement.
- 14.02 An employee returning from such sick leave shall be entitled to return to the employee's former position at the negotiated wage rate.
- 14.03 Employees may take unpaid sick days as needed for their own illness or for the illness of a family member. There is no limit to these days.
- 14.04 Maternity and Parental Leave shall be as per the relevant legislation.

#### **ARTICLE 15 - WAGES**

- 15.01 Employees currently above the maximum rates remain at their hourly rates until others in their category have reached these levels, by
  - a) negotiated increases or;
  - b) their regular hours worked at the Pinawa Golf & Country Club,

during the life of this contract, have/or will exceed 6240 hours, (equivalent of 3 years of Full -Time service) and will receive a 1% increase in hourly pay.

- c) 2080 hours = 1 year of Full-Time employment.
- d) Returning employees in all areas will have hours worked in previous continuous summers credited and will receive an increase when 2080 hours and multiples thereof have been reached.

15.02 All new employees shall be hired into the grid below. The Employer may hire higher than “start wage” based on assessment of the new hire’s experience.

15.03 On July 1, 2017, all employees, except those at or above the maximum rates, shall receive a one percent (1%) increase in their hourly rate. The Employer shall give employees who are at or above the maximum rate a one-time cash bonus equivalent to one percent (1%) of the previous year’s earnings.

15.04 Wages

	<b>Start</b>	<b>2080 hours</b>	<b>4160 hours</b>
Cooks	\$15.25	\$15.75	\$16.25
Prep-Cook	\$12.50	\$13.00	\$13.50
Server	\$12.25	\$12.75	\$13.25
Dishwasher/ Labourer	\$11.25	\$11.75	\$12.25
Course Labour	\$11.50	\$12.00	\$12.50
Course Maintenance	\$13.00	\$13.75	\$14.75
Mechanic	\$32.00	\$33.50	\$35.00
Pro-Shop Staff	\$11.50	\$12.00	\$12.50
Pro-Shop Assistant	\$12.00	\$13.25	\$14.35

15.05 All wages are to be paid in currency or negotiable cheque, or direct deposit, and in full on a designated payday. If a payday falls on a holiday, wages shall be paid by noon of the previous day.

15.06 Payday shall be on every second Friday. Employees shall receive in a sealed envelope a copy of their pay statement on payday or by electronic statement.

#### **ARTICLE 16 - TIPS**

16.01 The current practice of the staff dividing up the tips as per the current formula shall continue. The Employer agrees that tips belong to the staff and not the Employer.

#### **16.02 Golf Tips**

The employee operating the food and beverage cart on the golf course retains all tips earned on their shift.

#### **ARTICLE 17 - PRESERVATION OF RATES**

17.01 An employee temporarily assigned to a higher rated position for three (3) hours or more shall receive the higher rate for all hours worked in the higher position.

17.02 An employee temporarily assigned to a lower rated position shall not have his/her rate reduced.

17.03 When an employee is transferred to a lower rated position instead of being laid off, in agreement with the Employer, such employee shall be paid the rate of the position to which he/she is transferred.

#### **ARTICLE 18 - OVERTIME**

18.01 The Employer shall pay the employee for all overtime in excess of the hours of work in Article 12 at the rate of one and one half (1.5) times the employee's applicable rate.

18.02 Overtime shall be offered to employees as equitably as possible.

#### **ARTICLE 19 - GENERAL HOLIDAYS**

19.01 The following General Holidays will be observed by the Pinawa Golf & Country Club and paid in accordance with Manitoba Employment Standards Code.

Employees of the Pinawa Golf & Country Club will be notified of the dates that each holiday is observed and whether the Pinawa Golf & Country Club will be open or closed.

New Year's Day	Louis Riel Day	Good Friday
Victoria Day	Canada Day	Terry Fox Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

and any other day proclaimed by municipal, provincial or federal legislation.

19.02 When a Statutory Holiday falls on a Saturday or Sunday, either the Friday preceding or the Monday following the Holiday shall be given to the employees as the substitute day off with pay.

19.03 If required to work on a General Holiday employees shall be paid one-day's pay for the holiday in addition to the applicable overtime rates rate for all hours worked.

19.04 Should a General Holiday fall on a full-time employee's scheduled day off or during a paid vacation, he/she will receive another day off with pay, at a mutually agreeable time, but in any case no more than six (6) months later.

#### **ARTICLE 20 - VACATIONS**

20.01 Employees shall earn vacation time and vacation pay as per *The Employment Standards Code*.

#### **ARTICLE 21 - BEREAVEMENT LEAVE**

21.01 An employee shall be granted unpaid time off for bereavement leave upon request.

#### **ARTICLE 22 - COMPASSIONATE CARE**

22.01 An employee who has been employed for at least thirty (30) days is entitled to compassionate care leave of up to eight (8) weeks to provide care or support to a seriously ill family member.

22.02 For an employee to be eligible for leave, a physician must issue a certificate stating that:

- (a) A family member of the employee has a serious medical condition with a significant risk of death within 26 weeks from;
- the day the certificate is issued, or

- if the leave was begun before the certificate was issued, the day the leave began; and,

(b) the family member requires the care or support of one or more family members.

22.03 An employee who wishes to take a leave under this section must give the Employer notice of at least one pay period, unless circumstances necessitate a shorter period.

22.04 The employee must give the employer a copy of the physician's certificate as soon as possible.

22.05 An employee may take no more than two periods of leave totalling no more than eight weeks, which must end no later than 26 weeks after the day the first period of leave began.

22.06 No period of leave may be less than one week's duration.

22.07 Unless the employee and employer agree otherwise, an employee may end a leave earlier than the expiry of eight weeks by giving the employer at least 48 hours' notice of his or her expected date of return.

### **ARTICLE 23 - JURY and WITNESS DUTY**

23.01 Any employee required to serve on or appear for Jury selection, jury duty or as a subpoenaed witness shall receive from the Employer the difference between his or her jury or witness pay and his or her regular pay. When presence is not required in court, employees shall report for work.

### **ARTICLE 24 - BULLETIN BOARD**

24.01 It is agreed that there shall be at least one bulletin board readily available to the Union and accessible to all employees for posting of notices and other items relating to legitimate and official Union business.

### **ARTICLE 25 - SUB-CONTRACTING**

25.01 The Employer agrees that no employee, including seasonal workers, will be laid off or terminated as a result of sub-contracted work.

### **ARTICLE 26 - LAYOFF**

26.01 Lay-offs will be on the basis of seniority within each of the two departments, subject to employees exercising bumping rights possessing the required qualifications. The Employer shall recall workers in the reverse order of lay-offs.

- 26.02 Employees will be required to report back to work no later than two (2) weeks after notification of recall. The employee will be notified by registered letter of recall at the most recent address filed with the Employer in the event the employee is not contacted by telephone, and the employee must respond to such notice within five (5) working days.
- 26.03 Employees shall be responsible for keeping the Employer advised of their current address.
- 26.04 An employee who is laid off for more than eighteen (18) months is not subject to recall and loses all seniority rights.
- 26.05 Where there is a reduction in workload, especially in the off-season, employees shall be laid off on a departmental basis in reverse order of seniority and recalled on a departmental basis in reverse order of layoff provided that sufficient qualified staff is retained to perform the available work. Where there is a significant reduction in available hours for employees, an employee may request to not be scheduled for seven (7) consecutive days and be issued a Record of Employment. In the event an employee's hours are reduced to zero the Employer shall issue a Record of Employment.

#### **ARTICLE 27 - LEAVE OF ABSENCE**

- 27.01 Leaves of absence for personal reasons may be granted by the Employer for up to four (4) weeks without pay. The employee shall give the Employer the exact date the leave begins and the exact date of their expected return to work. Failure to show on the date of return without communication to the Employer shall be considered voluntary termination of employment.

#### **ARTICLE 28 - UNION LEAVE**

- 28.01 Upon written request, the Employer will grant employees unpaid leaves of absence to attend Union conventions, education or meetings, provided that no more than one (1) employee from the bargaining unit is absent at any time.
- 28.02 Upon written request, the Employer will grant unpaid leave of absence for the purpose of attending union planning meetings for negotiations as well as leaves to bargain a renewed collective agreement with the Employer provided that not more than one (1) employee from the bargaining unit is absent at any time.
- 28.03 Should a member of the bargaining unit be appointed or elected to a full-time position with the Union, he/she shall be granted a leave of absence without pay and shall be reinstated in the same or a comparable position upon expiration of such leave. Such leave shall be given only to one (1) employee at any one time.

The employee will provide two (2) months written notice prior to his/her anticipated return under this provision until such time as his/her term or appointment is ended.

#### **ARTICLE 29 - UNION STEWARD**

- 29.01 The name of the Union Steward(s) shall be supplied to the Employer and the Employer shall be notified of any change thereafter.
- 29.02 The Employer recognizes the Union Steward(s) as the initial contact pertaining to official Union matters and shall not discriminate against him or her for performing such duties.
- 29.03 The duties of the Union Steward(s) shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 29.04 For complaints of an urgent nature a Union Steward shall first obtain the permission of the Employer before leaving work to investigate such complaint. Such permission shall not be unreasonably sought or withheld.
- 29.05 When it is necessary for a Union Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Union Steward or employee concerned, provided that each has obtained approval from the Employer for the time required to deal with the complaint or grievance. Such permission shall not be unreasonably sought or withheld.
- 29.06 At no time shall more than one (1) Union Steward be absent from work during an investigation of an alleged violation of this Agreement.
- 29.07 A Union Steward does not have the power or authority to make any contract or incur any liability binding on the Local without the express written consent of the Local President, Local Representative or the Local Executive Board.

#### **ARTICLE 30 - UNION ACCESS TO PINAWA PREMISES**

- 30.01 It is agreed that the Unifor Local 191 rep, Unifor National Representative and the Union Steward(s) at Pinawa shall have reasonable access to the Pinawa Golf and Country Club for the purposes of representing its members by specific permission of the management, such permission not to be unreasonably withheld.



## **ARTICLE 31 - DISCIPLINE**

- 31.01 Except for probationary employees, no employee may be disciplined or discharged without just cause.
- 31.02 When discharging an employee, the Employer will provide the reasons in writing to the employee and the Union. The Employer shall inform the employee of his or her right to have a union representative present for any disciplinary meeting.
- 31.03 In cases of suspension and or termination a union representative shall be present. Union representation is not required where a union representative or shop steward is not either immediately available or in a situation that requires the immediate removal of an employee from the premises.

## **ARTICLE 32 - GRIEVANCE and ARBITRATION**

- 32.01 Any non-probationary member of the bargaining unit, the Union or the Employer as parties to this Collective Agreement has the right to file a grievance.
- 32.02 A grievance is defined as a difference between the parties arising from the interpretation, administration or alleged violation of this Collective Agreement. All grievances between the Employer and the Union shall be settled in accordance with the following procedure:

### **Step 1**

An employee with a complaint arising out of the administration of this Agreement, shall first discuss it with the immediate supervisor. The employee concerned may request the presence of the Union Steward during Step 1. If the employee is not satisfied following this discussion, the employee may request a meeting at Step II of the grievance procedure within two (2) working days of the meeting. The grievance procedure shall be as follows:

### **Step II**

A meeting shall be held between the aggrieved employee and the Steward and the General Manager, or delegate, within five (5) working days of the request. A policy grievance will be submitted at this step.

- 32.03 The Employer will arrange the time and place for the grievance meetings. As much as possible, such meetings will be held during normal working hours and time necessarily spent by the aggrieved employee or the Steward in processing grievances at Step I and II will be considered as time worked.

- 32.04 All decisions arrived at between the representative of the Union and the Employer shall be final and binding on that particular grievance, upon the Union, the Employer and the employee or employees concerned.
- 32.05 Failing settlement at Step II of any grievance between the parties such grievances may be taken to arbitration. A written request for arbitration must be requested no later than fifteen (15) calendar days after the decision in Step II.
- 32.06 The matter shall be referred to an Arbitrator to be used in rotation from the following list:
- Kris Gibson
  - Blair Graham
  - Robert Simpson
- 32.07 No person will be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the contract.
- 32.08 The time limits referred to in this Article may be extended by written, mutual agreement between the parties.
- 32.09 The Arbitrator shall not add to, alter, modify or amend, or make any decision which is inconsistent with the provisions of this Agreement.
- 32.10 Both parties will jointly bear the expenses of the Arbitrator.

### **ARTICLE 33 - SEVERABILITY**

- 33.01 Each and every clause of this Agreement shall be deemed severable from each and every other clause of this Agreement to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such event, such clause or clauses only, to the extent that any may be so in violation, shall be deemed of no force and effect and enforceability of the rest of the Agreement including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

### **ARTICLE 34 - SOLE INSTRUMENT**

- 34.01 This collective agreement is the sole instrument governing the relationship between the parties. All past practices verbal, written or implied are set out in the Letters of Understanding attached to this agreement.

## **ARTICLE 35 - HEALTH and SAFETY**

- 35.01 The Employer shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace and to protect the environment outside the workplace. The Employer shall comply with all applicable health and safety and environment legislation and regulations.
- 35.02 The workplace shall be kept clean, well-ventilated and in sanitary condition in compliance with applicable Provincial Legislation and the employees shall cooperate with the Employer in this regard. The Employer shall keep the air conditioner in the kitchen in good working order at all times, including proper air exchange operation.
- 35.03 Any employee injured while working on the job and therefore unable to finish his or her day's work shall be excused from work for the remainder of that day with no loss in pay, and shall not be considered as sick time.
- 35.04 The Union shall appoint a workplace health and safety representative. The Employer shall post the name of this representative prominently in the workplace. This Union health and safety representative shall work in conjunction with an Employer-appointed representative to perform the following duties:
- (a) Receive, consider and deal with concerns and complaints respecting the safety and health of workers.
  - (b) Participation in the identification of risks to the safety or health of workers or other persons, arising out of or in connection with activities in the workplace.
  - (c) The development and promotion of measures to protect the safety and health and welfare of persons in the workplace, and checking the effectiveness of such measures.
  - (d) Cooperation with the provincial safety and health officer.
  - (e) The development and promotion of programs for education and information concerning safety and health in the workplace.
  - (f) The making of recommendations to the employer respecting the safety and health of workers.
  - (g) The inspection of the workplace at regular intervals.
  - (h) The participation in investigations of accidents and dangerous occurrences at the workplace.

- (i) The maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee.
  - (j) The representatives shall meet at least monthly.
- 35.05 The health and safety representative is entitled to take the following paid time off from his or her regular duties:
- (a) One hour to prepare for each safety and health meeting with the employer.
  - (b) The time required to attend each safety and health meeting with the employer.
  - (c) The time required to attend workplace safety and health training in accordance with legislation.
  - (d) Such time as is necessary to carry out his or her duties as a representative.
- 35.06 When an employee is required to work alone he/she shall be provided with, or given access to, a communication device to be able to contact a supervisor. Working alone shall be subject to a protocol devised by the Workplace Health and Safety representatives of the Union and the Employer.
- 35.07 The Employer shall protect all employees from violence or the threat of violence. Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.
- 35.08 The Employer shall provide employees with all necessary safety equipment and personal protection equipment for the safe performance of their jobs. This includes providing gloves for proper cleaning in the restaurant.
- 35.09 Canadian law requires that any person exposed to hazardous materials in the workplace must be trained in Workplace Hazardous Materials Information System (WHMIS). The Employer will provide and pay for all necessary WHMIS training. As well, the Employer shall comply with all laws and regulations pertaining to the storage of hazardous material. These include cleaning supplies used throughout the Club.

## **ARTICLE 36 - WORKPLACE CREDENTIALS**

- 36.01 The Employer shall pay for all required certifications throughout the bargaining unit. This will include, but not limited to, Food Handling certificate and Serving It Safe Responsible Service and Safety Program Certificate, and any other

certificate required by law.

**ARTICLE 37 - DURATION OF CONTRACT**

37.01 This contract shall be effective as of July 1, 2016 and shall continue in effect until June 30, 2019 inclusive.

37.02 Either party to this Collective Agreement desiring to terminate this Collective Agreement or renegotiate a new agreement, shall give notice to the other party in writing at least ninety (90) days prior to the expiration date of the Collective Agreement and no fewer than thirty (30) days. If notice is not given as above, the Collective Agreement shall be automatically renewed without change for a further period of one (1) year.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**FOR: PINAWA GOLF AND COUNTRY CLUB**

**FOR: UNIFOR AND ITS LOCAL 191**

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