

**COLLECTIVE AGREEMENT**

**BETWEEN**

**UNITED STEELWORKERS  
LOCAL 7106-14**

*(Hereinafter referred to as the Union)*

**AND**

**WESCANA INN**

*(Hereinafter referred to as the Company)*

**EFFECTIVE:**            *May 1, 2019*  
**EXPIRES:**            *APRIL 30, 2024*



## UNITED STEELWORKERS ANTI-HARASSMENT POLICY

Steelworker members are entitled to a harassment free environment at all union activities, events and meetings.

There are two principles fundamental to the labour movement: human rights and solidarity. Harassment strikes at the heart of both.

Steelworkers will not tolerate nor condone behaviour that is likely to undermine the dignity or self-esteem of an individual, or which creates an intimidating, hostile or offensive environment. As Steelworkers we must speak out against harassment and stand together to protect human rights.

Harassment is not a joke. It is an expression of perceived power by the harasser over another person, usually for reasons over which the victim has little or no control. Prohibited grounds under Human Rights Codes across Canada can include sex, race, age, marital status, sexual orientation, gender identity, disability, political or religious beliefs, and place of national origin.

Harassment can be defined as any action (verbal, psychological or physical) on a single or repeated basis which humiliates, insults or degrades and is known or ought reasonably to be known to be unwelcome by the victim of the harassment.

Harassment can include but is not limited to: unwanted comments, slurs, racist or sexist jokes, pictures or posters, bullying or intimidation, graffiti, physical contact of any kind, remarks about a person's appearance or personal life, unwelcome sexual advances or demands, suggestive looks or gestures.

Steelworkers take harassment complaints seriously. Complaints of harassment at Steelworker activities will be investigated by one of our anti-harassment complaints counsellors and reported to the Canadian National Director for any necessary follow-up. A substantiated complaint will result in action by the Union, which could include the removal of the harasser from the event. A letter outlining the reasons for the removal will be sent to the local union.

*"We can't make people like each other. But we can, through concrete action, promote mutual respect in our union."*

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THIS AGREEMENT made as of this 2nd day of December

BETWEEN:

**United Steelworkers Local 7106**  
(Hereinafter referred as the "Union")

OF THE FIRST PART

and

**WESCANA INN**  
(a Division of CHEEMA SYSTEMS LTD.)  
(hereinafter referred to as the "Employer")

OF THE SECOND PART

## **PREAMBLE**

WHEREAS it is the intent and purpose of the parties hereto to improve and promote the industrial and economic relations between the Employer, its Employees and the Union, and to establish and encourage the practice and procedure of collective bargaining between the parties hereto;

NOW THEREFORE it is mutually agreed as follows:

## **ARTICLE 2 - BARGAINING AGENCY**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its Employees in the bargaining unit, as described in the certification granted to the Union by the Labour Relations Board of the Province of Manitoba. It is understood and agreed to between the parties hereto that the General Manager, Confidential Secretary, Comptroller, 2 Chefs, 2 Maintenance Supervisors, 2 House Mothers and all Assistant Managers shall be excluded from the bargaining unit.
- 2.02 The Union recognizes the responsibilities imposed upon it, as the sole collective bargaining agency of the Employees whom it represents, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Employer must service its customers at the lowest possible costs consistent with fair labour standards to be in a strong competitive market position. The Union further agrees that it will support the Employer in its efforts to eliminate waste in production.

### ARTICLE 3 - EMPLOYER'S RIGHTS

- 3.01 The Union acknowledges that it is the sole exclusive function of the Employer to:
- a) Maintain order, discipline and efficiency;
  - b) Hire, transfer, classify, promote, demote, lay-off, recall and suspend Employees, and also to discharge any Employee for cause, provided that a claim by an Employee, who has acquired seniority, that he/she has been discharged without just cause may be subject to the grievance procedure and in accordance with Article 15;
  - c) Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Employer's rules, policies and procedures, or any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for discipline of any Employee; provided that nothing herein shall prevent an Employee going through the grievance procedure to determine whether or not such breach actually took place;
  - d) Make and enforce and revise from time to time rules, policies and procedures to be respected by employees;
  - e) Generally to manage the business in which the Employer is engaged and, without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, services to be performed and the methods, procedure and equipment in connection therewith; the schedules of work, the right to assign work, increase or decrease the working force, determine methods, duties, and schedules of work, determine the number of Employees in a classification; to set volume level or quality of work to be performed, designate the place of work, curtailment or cessation of operations.
- 3.02 The parties agree that the foregoing details of management's rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore, retains all of its rights in all respects except to the extent expressly abridged by a specific provision of this Agreement.

### ARTICLE 4 - UNION SECURITY

- 4.01 Employees covered by this Agreement as a condition of employment, shall become and remain members of the Union to the extent of keeping paid regular dues and assessments as set by the Union.

4.02 During the lifetime of this Agreement, the Employer shall deduct from the wages of each bargaining unit employee, monthly Union Dues in the amount certified by the Union to the Employer, to be currently in effect according to the Constitution of United Steelworkers. Such deductions shall be made from wages earned in each of the pay periods of each calendar month and shall be remitted within fifteen (15) days, by cheque made payable to:

International Secretary-Treasurer  
United Steelworkers  
Box 9083, Commerce Court Postal Station  
Toronto, ON M5L 1K1

4.03 (a) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, i.e., W.C.B., Weekly Indemnity, etc.

(b) A duplicate R115 Form and employee deduction statement as in (a) above shall be forwarded to:

United Steelworkers, Servicing Staff Office By facsimile - (204) 687-8176

4.04 If any employee receives less than five (5) days pay in a calendar month, union dues shall not be deducted for that month.

4.05 The Union will give reasonable notice to the Employer of any changes in union dues, fees or other amounts that the Employer is required to deduct. All changes will coincide with the beginning of the Employer's next pay period.

4.06 The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual Statement of Remuneration (T4 slip).

4.07 The Employer shall require all new Employees at the time of hiring to execute an assignment of wages in duplicate, forms to be supplied by the Union.

4.08 The Union shall indemnify and save harmless the Employer from any and all claims, demands, and proceedings that may rise from any deductions or any related action or actions.

4.09 The Business Representative of the Union shall in the course of his/her duties have access to the Employer's premises provided that the Business Representative has received the permission of the Employer, such permission not to be unreasonably

withheld. Any business between the Business Representative and an Employee shall be conducted during the Employee's normal break.

- 4.10 The Union shall notify the Employer in writing the names of the Stewards and the Employer shall post such notice. The Employer shall be obliged to only recognize those Stewards of whom it has been so notified. A copy of such list shall be provided to the company within thirty (30) days of signing of this agreement showing the names and categories of all shop stewards and shall be posted on the premises. Thereafter up to date union steward lists shall be sent to the company in January and June of each year. In the event that no steward is available, the employee shall contact the local.
- 4.11 (a) The Union acknowledges that Stewards have regular duties to perform as Employees of the Employer and those Employees will not leave their regular duties for the purpose of investigating or presenting grievances, without first obtaining the permission of the Employer, such permission not to be unreasonably withheld.
- (b) Two (2) Employees who, at any time, are delegated to represent the Union at conventions or as members of the Negotiating Committee shall be granted reasonable time off without pay from their duties in order to perform said tasks. The employee must give at least twenty (20) business days notice of the proposed period of absence. Management may allow more than two (2) Employees to be absent. No more than one (1) Employee from each Department may be absent at any one time. Any absenteeism is dependent on operational requirements and at the discretion of management.
- 4.12 The Employer shall introduce new hires to the Union Worker Representative at the earliest opportunity. The Employer agrees to provide a current Collective Bargaining Agreement in the hiring package.

#### ARTICLE 5 - EMPLOYEE'S SECURITY

- 5.01 There shall be no discrimination, coercion, interference, or restraint by the Company or by the Union, or by representatives of either party, against any Employee because of race, creed, age, colour, sex, religion, national origin, sexual orientation or physical appearance.
- 5.02 a) The Employer shall not discipline or dismiss any Employee bound by this Agreement except for just cause.
- b) A Shop Steward shall be present during disciplinary action against an Employee by the Company. Should the shop steward be unavailable, the Employer shall contact the Union Local 7106 Representative for the Wescana and/or his/her designate.

- c) Whistleblower Protection  
The employer and union recognize that, in accordance with the Public Interest Disclosure (Whistleblower Protection) Act of Manitoba, no reprisals shall be taken against an employee who has sought advice about or makes a disclosure of perceived wrongdoing as defined in the Act. No employee shall be discharged, penalized or disciplined.
  - d) Employees committing theft may, at the absolute discretion of Management, be immediately terminated from employment and any grievance procedure and/or arbitration procedure initiated by or carried on, on behalf of such an employee shall be restricted to a determination as to whether the theft took place and the Arbitrator shall have no authority to amend the penalty assessed by the Employer.
- 5.03 Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, management training or as replacements in the event of temporary need or emergency or if regular workers are not available to be called in.
- 5.04 No Employee shall have wages reduced or suffer loss of employment as a result of contracting out. In the event the Company considers it necessary to do so because of losses or to facilitate an essential employee who wishes to operate outside of the scope of the contract it shall notify the Union in writing of such matter. The Company and Union within thirty (30) days after notice shall meet to discuss matters relating to such effort and the parties may amend this Agreement accordingly.
- 5.05 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with this Agreement as a whole.
- 5.06 Lockers will be provided in areas for personal belongings, ie. purses, valuables. All shall be maintained to ensure the integrity of the employees.

#### **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

- 6.01 The Employer agrees to make all reasonable efforts to ensure that the normal hours of work shall be eight (8) hours per day, five (5) days per week for full time Employees so far as is practicable.
- 6.02 All hours worked in excess of eight (8) hours in any one day or forty (40) hours in the work week shall be paid at the rate of one and one-half (1½) times. Overtime payment on a daily basis will not be duplicated on a weekly basis.
- 6.03 If any Employee and the Employer are in agreement the Employer may establish a



work week consisting of four (4) days at ten (10) hours per day at regular rates. Overtime rates will then be paid on the fifth day or hours in excess of ten (10) per day. Where such an arrangement has been agreed upon the terms and conditions of this Agreement shall be applicable.

- 6.04 Where the Employer finds it necessary to reduce his/her work force or to reduce the hours of work of any full time Employee, then the Employer will not make use of part-time Employees, without first offering such work to said full time Employee, who is working at the time. Provided that this does not prevent the Employer from using part-time Employees at any time when all full time Employees are working or unavailable for work.
- 6.05 If an Employee substitutes in any department on any job during the temporary absence of another Employee or is assigned to a job other than his/her regular job, he or she shall receive the rate for the job or his/her regular straight time hourly rate, whichever is greater.
- 6.06 The Employer shall post a weekly work schedule for all Employees by 4:00 p.m. each Wednesday, prior to the commencement of the following week.
- 6.07 The Employees' work schedule shall not be changed after it has been posted unless operational/business requirements so demand. Employees will be given as much notice as reasonably possible of changes to the work schedule.

Should an employee who is scheduled to work call and advise that he/she is not able to work his/her scheduled shift for any reason, or fail to report for work for any reason, the Employer reserves the right to fill the shift with another employee. The employee who works the shift shall be paid at his/her regular rate of pay, unless Article 6.02 applies. Employees shall not be required to suspend work from the normal work week for the purpose of absorbing overtime. On special occasions, the Employer reserves the right to alter the normal work week to accommodate customer needs. Two (2) weeks' notice will be given to affected employees. It shall not be considered a function of management's rights to compel an Employee to work overtime or a split shift.

- 6.08
  - a) If the work for which the Employee was scheduled to report is not available or if there is no substitute work for him/her which is within his/her reasonable capacity to perform, he/she shall be paid nevertheless for three (3) hours. The rate of pay will be his/her regular hourly rate for the job he/she was scheduled to report on.
  - b) As a result of being called into work, the employee will be paid a minimum of three (3) hours worked.
- 6.09 A meal period with pay for all Employees shall be of not more than thirty (30)

minutes duration and shall start not earlier than three (3) hours, nor later than five (5) hours after commencement of the Employee's shift. Times at which such meal periods are taken shall be taken at a mutually agreeable time. Meals are to be provided at a 25% discount off the stated menu price and the discount is only available during the employee's shift. Should the staff purchase a meal thirty (30) minutes prior to their shift, this will be acceptable.

6.10 The Employer agrees to grant rest periods with pay to all Employees. One (1) rest period to be granted before and one (1) after the meal period.

6.11 a) Employer shall schedule as follows:  
15 minute rest period required for 3-5 hour shift.  
15 minute rest period plus 30 minute meal period for 5-7 hour shift  
2 x 15 minute rest period plus 30 minute meal period for 7-8 hours

b) Rest periods for all Employees shall not begin until one (1) hour after commencement of work or less than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.

6.12 An Employee absent from work, for any reason, shall notify the Manager on duty at least three (3) hours prior to the commencement of any shift. Failure to provide the Employer with a valid reason for absence shall be dealt with in accordance to Article 3 of this Agreement.

6.13 Former Employees who have either quit or been terminated, and had previously completed the probationary period and return to work at the Wescana within a ninety (90) day period, will receive not less than base rate of pay and time as in 7.03.

6.14 Notwithstanding Article 6.02, an employee shall have the option of time off in lieu of overtime pay and such time off must be 1.5 times the number of hours of overtime worked. It is the employee's responsibility to notify his/her Supervisor that the overtime hours worked is to be banked in accordance with 6.15 and not paid out in accordance with 6.02. Time off in lieu of overtime pay shall be taken at a time mutually agreeable between the employee and the employer with the provision that such time off shall be taken prior to the end of the fiscal year in which such overtime is worked.

## ARTICLE 7 - WAGES

7.01 The minimum wages payable to any Employee in his/her respective classification shall be those set forth in Schedule "A" hereto attached.

### 7.02 TRAINING RATES

a) Where an Employee applies for and is being trained for a higher paid job,

such Employee shall continue at their present wage for a period, not to exceed one hundred and sixty (160) hours, when the new rate shall apply. Hours previously accumulated by Employees in the position applied for shall apply towards the training period.

- b) When an Employee, through the job posting procedure, or requests a transfer from one wage group to that of a lower wage group, the Employee shall immediately receive the rate of pay for the job to which he/she is transferred.

7.03 **NEW EMPLOYEE RATES**

During the two hundred and forty (240) hours probationary period of employment, such Employees shall receive Manitoba Minimum wage.

7.04 All Employees shall be paid bi-weekly.

**ARTICLE 8 - STATUTORY HOLIDAYS**

- 8.01 a) The following shall be recognized as statutory holidays with pay for full time Employees:

New Year's Day	Louis Riel Day
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	

- b) Remembrance Day to be treated the same as stipulated under the Remembrance Day Act.
  - c) **Boxing Day pay to be consistent to the pay of Remembrance Day.**
- 8.02 If a full time employee is required to work on New Year's Day, Victoria Day or Christmas Day, he/she shall be paid for all hours so worked at time and one-half his/her regular rate of pay, and in addition, he/she shall be paid for regularly scheduled hours at his/her regular rate of pay, or shall be given a compensatory day off which must be taken within thirty (30) days of the holiday, such day off to be mutually agreed upon between the Employee and Management.

If a full time employee is required to work on Boxing Day, Louis Riel Day, the Civic Holiday or Remembrance Day, he/she shall be paid for all hours worked at time and one-half his/her regular rate of pay, or he/she shall be given a compensatory day off, said day off to be mutually agreed upon between the employee and management.

- 8.03 Part-time employees not required to work on New Year's Day, Louis Riel Day, Good

Friday, Victoria Day, Canada Day, Civic Holiday (first Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, if scheduled, Christmas Day, and Boxing Day, shall be entitled to a payment equivalent to a prorata share of eight (8) hours straight time, excluding vacation and/or sick time, based upon the percentage of actual hours worked during the one bi-weekly pay period immediately preceding each holiday, divided by eighty (80) hours. Such payment will be made provided they work on their regularly scheduled work day, or shift, before the holiday and on their regularly scheduled work day, or shift, after the holiday.

- 8.04 Where a part-time Employee is required to work on any of the foregoing enforced and statutory holidays, he/she shall be paid for all hours so worked at time and one-half his/her regular rate of pay.
- 8.05 Full time Employees shall remain eligible in respect of holidays as set forth in the paragraph preceding, despite absence from work on the holiday or on the day before or the day after the holiday, if such absence was due to any one of the following:
- a) Death in the immediate family for which leave was taken, provided definite verification is submitted;
  - b) Jury duty;
  - c) Sickness or non-compensable accident, certified by a doctor provided that when an Employee has been continuously absent for more than (1) calendar month his/her eligibility shall cease;
  - d) Specific authorized absence for one (1) day before, or one (1) day after, but not both;
  - e) When application is made in writing and addressed to the Employer for compassionate leave of absence, authority may be granted for payment of a statutory holiday occurring during such approved leave of absence.
- 8.06 Notwithstanding anything contained in this Article, an Employee is not entitled to pay for a statutory holiday in which he/she does not work where:
- a) except as modified in Article 9, he has not earned wages for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the statutory holiday;
  - b) he/she has not worked the regularly scheduled work day immediately preceding or following the statutory holiday;
  - c) he/she did not report for work after having been called for work on the day

of the statutory holiday, except where the Employee is dismissed or laid off or is ill.

- 8.07 Senior Employees shall be given the option to work on statutory holidays provided they are able to perform the work, except where a full schedule of staff is required.

#### ARTICLE 9 - ANNUAL VACATIONS

- 9.01 The vacation year shall be based upon the Employee's anniversary date.
- 9.02
- a) Employees shall be entitled to their annual vacation pay prior to the commencement of the vacation period. Cut-off for the computing of vacation pay will be one pay period prior to the annual vacation thereof.
  - b) Where a statutory holiday falls within an Employee's annual vacation period, such days shall not count as vacation days. The holiday shall be taken the day preceding or the day following the vacation period.
  - c) If a statutory holiday falls on and Employee's normal day off, the Employee shall be granted one additional day off in lieu of the holiday with pay at a time mutually agreeable to the Employee and their supervisor.
- 9.03
- a) An Employee who has completed one (1) year of continuous service with the Company shall be entitled to an annual holiday of two (2) weeks and shall be paid four (4%) percent of his/her total earnings earned in the prior vacation year.
  - b) An Employee who has completed three (3) years of continuous service with the Company shall be entitled to an annual holiday of three (3) weeks and shall be paid six (6%) percent of his/her total earnings earned in the prior vacation year.
  - c) An Employee who has completed ten (10) years of continuous service with the Company shall be entitled to an annual holiday of four (4) weeks and shall be paid eight (8%) percent of his/her total earnings earned in the prior vacation year.
  - d) An Employee who has completed fifteen (15) years of continuous service with the Company shall be entitled to an annual holiday of five (5) weeks and shall be paid ten (10%) percent of his/her total earnings earned in the prior vacation year.
  - e) All persons hired prior to April 3, 2004 will receive vacation days and vacation pay according to the November 1, 2004 collective agreement. Refer to Schedule "A".

- 9.04 Vacation time shall be granted by the Employer so as to interfere least with the continuance of operations. The vacation schedule shall necessarily conform to the requirements of the business. The Employer reserves the right to designate a general vacation period for all Employees, provided thirty (30) days notice is given. Seniority shall be given preference in the selection of vacations.
- 9.05 Service shall mean the length of continuous service in the employ of the Employer, calculated from the date when the Employee last commenced work for the Employer.
- 9.06 If an employee asks to carry over a portion of vacation, in cases where the additional time was needed for special purposes, this carry over will not be unreasonably denied and this carryover shall not occur during peak operational periods, unless mutually agreed upon.

#### **ARTICLE 10 - SAFETY AND HEALTH**

- 10.01 a) The Employer agrees that it is the responsibility of the Employer to make adequate provision for working conditions, safety and health of its Employees during the hours of their employment.
- b) The Employer will recognize a Workplace Safety and Health Committee consisting of both management and Employee representatives. Such committee to consist of two Employees elected by the Employees.
- c) The above two Employees shall be paid for actual work hours lost to attend safety seminars up to a maximum of sixteen (16) hours each.
- d) The general duties of the Safety Committee shall be:
1. To make a thorough inspection not less than four times a year of the entire operation for the purpose of determining hazardous conditions, to check on unsafe practices and to receive complaints and recommendations with respect to these matters.
  2. The Company, on behalf of the Committee, will keep a record of all investigations, inspections, complaints, recommendations, and minutes of the meetings. The minutes shall indicate what action has been taken with respect to the suggestions or recommendations previously made, and if no action has been taken, the reason therefore shall be given. Copies of minutes shall be sent promptly to the Workplace Safety and Health Division and Local Union.
  3. All safety meetings and safety tours to be conducted on Company time at

regular rate of pay to participants for all time spent.

- e) Hearing protection shall be provided where noise levels exceed or could exceed 85 dbl.
- 10.02 The Union may from time to time bring to the attention of the Employer any suggestions in this regard and also any other suggestions for improvements in conditions of work.
- 10.03 Where the Employer requires an Employee to take a physical examination, doctor's fees for the examination shall be paid for by the Employer. The time taken off the job shall also be paid at the Employee's regular hourly rate.
- 10.04 The Shop Steward and the Supervisor shall be notified immediately of each accident or injury to an Employee. Upon request of the Union, the Safety Committee shall investigate and report to the Union and to Management as soon as possible on the nature and causes of the accident or injury. The employer will provide a safety log book for employees to document any safety concerns or accidents.
- 10.05 An Employee injured while at work and having to leave his/her job because of such injury shall receive his/her regular basic day's pay providing he/she reports to the local hospital and returns to work immediately after treatment or at the time designated by the attending physician.
- 10.06 The Employer shall pay for the time spent by the Employees during their regular shift hours when their future absence is requested by the attending physician, on account of the above injury.
- 10.07 It is not the intent of the above provisions to make the employer responsible for the payment of such time and transportation which is compensated by the Worker's Compensation Board.
- 10.08 The employer shall put into place a "Working alone/Working in Isolation" procedure. For purposes of this article working alone is defined as "an employee that works alone, and/or an employee is not directly supervised by the employer, or another person designated as a supervisor by the employer. Working in isolation is defined as "an employee working in a circumstance where assistance may not be readily available in the event of an emergency, injury or ill health.

This procedure shall include but not be limited to:

1. Effective Communication system, ie. Radio/cellular communication
2. Safe work procedures for violent clientele/robbery
3. Check-in procedures for employees
4. Provide and review training procedures
5. Emergency Contact Information

## 6. Reporting Procedure

### ARTICLE 11 - SENIORITY AND JOB POSITION

- 11.01 An Employee will acquire permanent status after he/she has worked for a total period of two hundred and forty (240) hours. Employees will be regarded as probationary Employees until that time. The retention of probationary Employees shall be solely at the discretion of the employer and there shall be no responsibility for the re-employment of the probationary Employees who are laid off or discharged. Probationary Employees are entitled to lodge a grievance in the same manner, and to the same extent, as full time Employees except with respect to their separation from their employment.
- 11.02 The Employer shall maintain a seniority list showing the name, commencement of employment and classification of each Employee entitled to be on the list. The List will exclude any persons not in the bargaining unit. A Copy of such list shall be provided to the Union within thirty (30) days of the signing of this Agreement showing seniority order as provided by the articles of this agreement and shall be posted on the premises. Thereafter, up to date seniority lists shall be sent to the Union and posted on the premises in January and June of each year.
- 11.03 The parties recognize that job opportunity and security shall increase in proportion to length of service. Promotions or transfer to better paid jobs or to better jobs with equal pay will be based upon the ability to perform the normal requirement of the job based on qualifications, skill and ability. Seniority will be given every consideration.
- 11.04 A lay-off of Employees shall be made on the basis of seniority, provided that the Employees who are entitled to remain on the basis of seniority, are willing and qualified to do the work which is available, and when recalling Employees who have been laid off, the recall will also be made on the basis of seniority.
- 11.05 All vacated positions and newly created positions shall be posted for seven (7) days on the bulletin board stating the job classification, rate of pay, shift and required qualifications of the job. A copy of the job posting shall be forwarded to the USW Local 7106 in Flin Flon. An Employee may apply in writing for such positions within the above seven (7) days. These vacancies shall be posted within one (1) week.
- There shall be a trial period of one hundred and sixty (160) hours in which the Employee or Employer may accept or decline posted positions.
- 11.06 Where practicable, temporary vacancies shall be offered to the most senior Employee, provided the individual is qualified to fill the position.



11.07 The Employer agrees that if any new job or job classification is created during the life of this Agreement, then the wage rate of such job, or job classification, shall be the subject of negotiations between the company and the union.

11.08 An Employee's seniority and all rights under this Agreement shall be forfeited with no obligation on the Employer to re-hire such Employee in the event of any one of the following occurrences:

- a) if he/she quits voluntarily; or
- b) if he/she is discharged for just cause; or
- c) if he/she is absent for two (2) consecutive scheduled working days without authorized leave of absence or without a medical certificate from a duly qualified medical practitioner certifying that the Employee was or is unable to be present at work because of illness, which case the Employee shall be deemed to have quit voluntarily; or
- d) after obtaining an authorized leave of absence, he/she fails to report to work at the expiration of his leave of absence, or
- e) after having been on continuous lay-off for a period of six (6) months or more; or
- f) if, while on an authorized leave of absence, the Employee takes employment elsewhere; or
- g) if he/she fails to return to work when recalled and/or notified by registered mail following a lay-off within seven (7) calendar days.

11.09 **PROBATIONARY EMPLOYEE**

An Employee who has been hired for a full-time or part-time position but who has not completed his/her two hundred and forty (240) hours probationary period. The probationary period may be extended by mutual agreement of the Employer and the union. If an Employee is scheduled to work and does not work because he/she is sick or otherwise absent from work with the Employer's permission, then such absence shall not be taken to mean that the probationary period is broken. During this period he/she shall not accumulate seniority. The Employer shall have the right to discharge a probationary Employee without recourse to the grievance procedure.

11.10 **FULL TIME EMPLOYEE**

Upon completion of probationary period, the employee's seniority shall be set to the employee's date of hire. A full time employee shall be defined as an employee averaging thirty (30) hours a week or more on a regular basis.

11.11 **PART-TIME EMPLOYEE**

The Union and the Company recognize that there are and will be required part-time Employees to work where full time Employees are not available, part-time Employees will be given the first opportunity to become full time employees.

11.12 Seniority credits shall be accumulated from date of hire.

11.13 Job descriptions for all jobs listing duties, etc. shall be developed, copies to be supplied to the Union and the individual job incumbents.

## **ARTICLE 12 - LEAVE OF ABSENCE**

12.01 If circumstances permit, the Employer may grant leave of absence without pay for justifiable reason. Any leave of absence shall be applied for in writing and shall specify the reason for requesting the leave.

12.02 An Employee taking employment elsewhere during the period of leave of absence without the written consent of the employer shall be subject to discipline or discharge at the option of the Employer.

12.03 Seniority shall accumulate during all paid and unpaid authorized leaves of absence of not more than two (2) months duration.

12.04 Maternity and paternity leave shall be granted in accordance with Manitoba Employment Standards.

12.05 Employees shall be entitled to up to five (5) paid days per year per the Manitoba Domestic Violence Leave Act. Any Employees requiring further Domestic Violence Leave, such request shall not be unreasonably denied.

## **ARTICLE 13 - GENERAL PROVISIONS**

### **13.01 TRANSPORTATION**

When work periods of Employees ends or begins between twelve (12:00) o'clock midnight and six (6:00 a.m.) o'clock in the morning, the Employer shall provide them with adequate transportation to their registered place of residences within a seven (7) kilometer radius from the lobby of the Wescana Inn.

### **13.02 UNIFORMS**

a) For Employees who are required to wear uniforms during working hours, three (3) shall be issued and altered to size if required by the Company. Each Employee shall be responsible for the reasonable care and cleaning of issued clothing.

b) Uniforms shall be dropped off in person when picking up last and final pay check from the Employer.

13.03 The Employer agrees that during the term of this Agreement it will maintain a policy to make space available to the Union on visible bulletin board of the Employer, for the purpose of posting notice directly relating to the Employees of the Employer.

#### 13.04 BEREAVEMENT LEAVE

- a) When death occurs to a member of an Employee's immediate family, the Employee will be granted, upon request, up to three (3) working days leave of absence and he/she shall be compensated at their regular straight time hourly rate for hours lost from their regular schedule on said days. In the event three (3) days paid leave are insufficient, taking into consideration the individual circumstances, further leave will be granted without pay. Member of the Employee's immediate family are defined as: parent, spouse, son, daughter, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-parent, son-in-law, daughter-in-law, legal guardian or ward. An Employee shall be provided an additional two (2) days paid bereavement leave for the death of a partner, and/or child.
- b) Should an Employee be required by the Employer to give satisfactory proof with respect thereto, he/she shall be obliged to in order to establish proper qualifications for bereavement leave.
- c) In the event that an Employee's bereavement leave overlaps or occurs during his/her vacation period his vacation time shall be extended by the number of days that the bereavement leave encroaches on it.

#### 13.05 CIVIC RESPONSIBILITIES

Leave of absence with pay at the regular rates will be granted to an Employee engaged in jury duty. Employees subpoenaed to appear in Court, as a witness due to actions on Company property or on behalf of the Company, will be compensated the difference between the amount received for witness fees and any actual loss in wages.

13.06 The Employer shall pay to each Employee while so engaged the difference between what the Employee would have received if he/she had been scheduled to work during such period and, but for being so engaged would have worked during such period and the amount received for performing the said civic responsibilities. The Employee may be required to furnish proof of jury service and jury duty pay received therefore. On any scheduled work day where the Employee is not engaged in jury duty for the whole day, he/she shall be excused for the day without further compensation.

13.07 In the event ownership of the Employer passes to another company, the relevant sections of the Manitoba Labour Relations Act shall apply.

13.08 a) In the event of Grievance Procedure, the individual Employee's file will be available for inspection on reasonable notice.

- b) Upon request for an appointment, an Employee may inspect visually his/her own personnel file with Management not more than once a year commencing after one year of employment.
  - c) Once a year every year management and Employee may review Employee file in order to delete agreed upon inactive material. Each Employee may request this action to be taken once a year.
- 13.09 a) The Employee shall be given a copy of any reprimand which is to be entered on the Employee's personnel file. A copy of all reprimands shall be forwarded to the USW Local 7106 office, and shall include the names of Management, Union Representatives and Employees that were present for the reprimand. It is understood that the signature of an Employee and/or the Union Steward present acknowledges only receipt of the reprimand.
- b) All reprimands in excess of two years shall be not be referenced for discipline against an employee.
- 13.10 Any Employee is justified in refusing to serve liquor contrary to the Manitoba Liquor Control Act.
- 13.11 The Employer agrees to provide all workers with a cheque by the end of the following payroll office day to an Employee who had money missing from his/her pay cheque.

#### **ARTICLE 14 - GRIEVANCE PROCEDURE**

- 14.01 Should any differences arise between the Employer and any of the Employees from the interpretation, application, administration, or alleged violation of the provisions of the Agreement, an earnest effort will be made to settle such grievance without delay.
- 14.02 For the purposes of this Agreement, a grievance is defined as a dispute or controversy between the Employer and one or more of its Employees concerning the interpretation, application, meaning, operation or any alleged violation of the Agreement.
- 14.03 The word "days" shall mean working days other than Saturday, Sundays, or Statutory Holidays.
- 14.04 a) **Step 1**  
The Employee may submit the grievance to his/her immediate Department Manager, within five (5) business days of the circumstances giving rise to the grievance, on the form provided. A business agent for the union or his/her

designate may sign the grievance form on behalf of the Employee, in the event of a group grievance, policy grievance, or personal grievance filed via phone or email by the Employee to the union. The Employee may be accompanied by his/her Union Steward. Upon the receipt of the grievance, the Department Manager shall investigate and reply within five (5) business days.

b) Step 2

Failing settlement at Step 1, the Employee and Steward and/or Union Representative may represent the grievance, on the form, to the Operations Manager within five (5) business days. The Operations Manager will prepare a reply within five (5) business days.

- 14.05 Time limits for Step 1 and 2 above may be extended by mutual agreement. Such extension shall not be unreasonably denied.
- 14.06 In the event that the Employer and the Union are unable to settle any grievances, the said grievances may be referred to an Arbitrator, the terms of reference for the Arbitrator, will be those set out as Article 15, Arbitration.
- 14.07 The time limits set out for the grievance procedure shall be strictly adhered to. If either party fails to reply in the allotted time, unless extended by mutual consent, the other shall be entitled to proceed to the next step including arbitration.
- 14.08 Before a written grievance may be formally submitted by an Employer, the Department Manager on duty at the time of the incident must have had the opportunity to hear and attempt to resolve the matter.

ARTICLE 15 - ARBITRATION

- 15.01 Failing settlement of any grievance under the procedure set forth in Article 14, such grievance may be submitted to arbitration provided it has been properly processed.
- 15.02 A request for arbitration shall be made in writing by either party, addressed to the other party to this Agreement and shall be made within ten (10) days after exhausting the grievance procedure established by this Agreement. The Employer and the Union shall attempt to agree on a single arbitrator to hear the grievance. Failing agreement between the parties within twenty (20) days of notice being given for arbitration, either party may apply to the Minister of Labour to appoint an arbitrator. The Arbitrator shall hear and determine the difference or allegation and the decision shall be final and binding upon the parties and upon an Employee affected by it.
- 15.03 No person who has a pecuniary interest in the matter to be arbitrated, or who is acting or has, within a period of one (1) year prior to the date on which the notice of

desire to submit the matter to arbitration is given, acted as solicitor, counsel or agent or any of the parties to the arbitration, is eligible for appointment as the arbitrator. The cost of the arbitrator shall be shared by both parties.

- 15.04 The Arbitrator shall not have jurisdiction to alter, enlarge, modify or amend the provisions of this Agreement, nor to make any decision inconsistent therewith. The Arbitrator shall expressly confine himself/herself to the issue stated in the grievance, and shall have no authority to make decision on any other issue not so submitted to the Arbitrator.
- 15.05 The Arbitrator shall issue a written decision within thirty (30) days of receipt of the matter and shall advise the parties separately.
- 15.06 The time limits fixed in the arbitration procedure may be extended by written agreement of the parties.

#### **ARTICLE 16 - STRIKES AND LOCK-OUTS**

- 16.01 The Union agrees that for the duration of this Agreement or any extension thereof, it will not cause, direct or consent to any strike action on the part of the Employees represented by the Union, nor shall any Employee(s) threaten or take part in a strike, and that if any such action should be taken by the Employee(s), the Union will instruct the said Employee(s) verbally and in writing to return to work and perform his/her or their usual duties and to resort to the grievance procedure established herein for the settlement of complaint of grievance and the Union undertakes and agrees to forward a copy of such to the Employer within twenty-four (24) hours. If any such Employee(s) shall strike, he/she or they will be subject to disciplinary action or dismissal and such shall not be the subject of grievance to be dealt with as provided herein.
- 16.02 The Employer agrees that it shall not threaten an unlawful lockout of any Employee(s) and that there will be no lockout of its Employee(s) for the duration of this Agreement, or any extension of the same.
- 16.03 For the purpose of this Agreement, a strike shall be deemed to include for any purposes, any intentional slowdown, any intentional interruption of work, or suspension of work, any stoppage, labour holiday or continued meeting, picketing, or other collecting interference with services or entry to or egress from the Employer's premises.

#### **ARTICLE 17 - DURATION**

- 17.01 This provisions of this Agreement shall become effective from **May 1, 2019** and shall, notwithstanding any statutory provisions to the contrary, continue in force and effect until the **thirtieth day of April, 2024** and thereafter from year to year,

provided that either party may, not less than thirty (30) days nor more than ninety (90) days before said expiry date of April 30, 2024, serve notice in writing by Registered Mail, on the other party to terminate or negotiate a revision of this Agreement, and where notice is given, the party shall forthwith bargain collectively with a view to the renewal or revision or conclusion of a new Agreement.

**ARTICLE 18 - WAGES**

Wage increases shall be as follows, and shall apply to all unionized employees:

May 1, 2020	\$0.10
November 1, 2020	\$0.15
May 1, 2021	\$0.10
November 1, 2021	\$0.15
May 1, 2022	\$0.10
November 1, 2022	\$0.15
May 1, 2023	\$0.10
November 1, 2023	\$0.15

**Loyalty bonus**

Employees with 5 years or more of total service with the Employer shall receive a loyalty bonus of \$250<sup>00</sup> annually to be paid out November 1<sup>st</sup> of each year. To be eligible for the bonus, the cut off date for current years of service shall be the same as the date of payment.

**Wescana Inn Wage Scale**

Line supervisor	Min wage + 1.00
Front Desk	
Audit	Min wage + 1.00
Agent	Min wage + 0.75
Security	
Licensed	<b>Manitoba Security Min wage + 1.00</b>
Unlicensed	Min wage + 1.00
Prep cook	Min wage + 0.75
Line cook	Min wage + 0.75
Maintenance	Min wage + 0.50
Room/Laundry Attendant	Min wage + 0.25
Server	Min wage + 0.50
Bartender	Min wage + 0.50
Vendor Agent	Min wage + 0.50
Dishwasher	Min wage + 0.25
Busser	Min wage + 0.25

It is understood that upon ratification no member shall receive a lower rate than they currently hold. The Union will require verification of wage increases and loyalty bonuses to be sent to the Union within thirty (30) days of the date of change as agreed in the CBA.

All wages will be effective on date of ratification. Signing bonus of \$125 gift card upon ratification.

SCHEDULE "A"

VACATION DAYS AND VACATION PAY ACCORDING TO THE NOVEMBER 1,  
2004 COLLECTIVE AGREEMENT

- a) An Employee who has completed one (1) year of continuous service with the Company shall be entitled to an annual holiday of two (2) weeks and shall be paid four and one-quarter (4 $\frac{1}{4}$ %) percent of his total earnings earned in the prior vacation year.
- b) An Employee who has completed three (3) years of continuous service with the Company shall be entitled to an annual holiday of three (3) weeks and shall be paid six and three-quarters (6 $\frac{3}{4}$ %) percent of his total earnings earned in the prior vacation year.
- c) An Employee who has completed seven (7) years of continuous service with the Company shall be entitled to an annual holiday of four (4) weeks and shall be paid eight and one-quarter (8 $\frac{1}{4}$ %) percent of his total earnings earned in the prior vacation year.
- d) An Employee who has completed ten (10) years of continuous service with the Company shall be entitled to an annual holiday of five (5) weeks and shall be paid nine and one-quarter (9 $\frac{1}{4}$ %) percent of his total earnings earned in the prior vacation year.
- e) An Employee who has completed fifteen (15) years of continuous service with the Company shall be entitled to an annual holiday of five (5) weeks and shall be paid nine and one-half (9 $\frac{1}{2}$ %) percent of his total earnings earned in the prior vacation year.
- f) An Employee who has completed twenty (20) years of continuous service with the Company shall be entitled to an annual holiday of six (6) weeks and shall be paid eleven and one-half (11 $\frac{1}{2}$ %) percent of his total earnings earned in the prior vacation year.



**SCHEDULE "B"**  
**INSURANCE BENEFITS - "THE PLAN"**

- 1) The Company will make available the Chamber of Commerce Group Insurance Plan covering Weekly Indemnity, Long Term Disability, Life Insurance and Accidental Death and Dismemberment, and Extended Health Care effective October 1, 1994 and will contribute up to 28 cents per hour for all straight time hours worked by the Employee.

The Plan will be available to all eligible employees with one year continuous service and will be administered in accordance with the text of the Plan. Eligible employees will contribute \$4.00 per pay-period to be utilized to ensure coverage of the Plan during any shortfall period, ie: vacations.

The Plan will acknowledge monthly premiums for Weekly Indemnity and Long Term Disability as paid by the Employee. Should the premiums for the plan increase during the term of the collective agreement, the contribution of employees will be increased to compensate for the difference. The Company's contribution will remain at a maximum of 28 cents per hour for all straight time hours worked by the employee.

- 2) a) Employees who have attained four hundred and eighty (480) hours continuous seniority in the employ of the Employer shall be entitled to sick leave benefits on the basis of eight (8) hours per one hundred and sixty (160) hours employment; thereafter accumulative to a maximum credit of forty-eight (48) hours.

Sick pay benefits will be paid as follows:

- Employees with ten (10) years or more seniority: after a one (1) day wait.
- Employees with five (5) to ten (10) years seniority: after a two (2) day wait.
- Employees with zero (0) to five (5) years seniority: after a three (3) day wait.

These benefits will be used to bridge the waiting period for Weekly Indemnity Benefits.

- b) When sick leave is used the same shall re-accumulate; such re-accumulation to commence immediately upon return to work
- c) In all instances to entitle an Employee to sick leave benefits, a proper medical certificate attesting to sickness or injury must be presented to the Employer. The Employee must apply for sick leave benefits by completing and submitting to the Employer a request for benefits form.

- d) Sick leave benefits will be granted equal to the number of hours not worked due to illness. Part-time Employees shall be entitled to benefit equivalent to a pro-rate share of eight (8) hours based upon the percentage of regularly scheduled hours actually worked during the one bi-weekly pay period excluding vacation immediately preceding the day of illness.

In WITNESS WHEREOF the parties have executed this Agreement this \_\_\_\_\_ day  
of \_\_\_\_\_, A.D. 2019.

ON BEHALF OF  
UNITED STEELWORKERS  
Local 7106

ON BEHALF OF WESCANA INN  
A division of Cheema Systems

\_\_\_\_\_  
Crystal Merton  
United Steelworkers Representative

\_\_\_\_\_  
Alan Gibb  
Director of Operations

\_\_\_\_\_  
Tom Davie  
United Steelworkers President

\_\_\_\_\_  
Evans Premachuk  
President

\_\_\_\_\_  
Matt Winterton, Staff Representative  
United Steelworkers

\_\_\_\_\_  
Lynn Braun  
Representative for Minority  
Shareholder Cheema Systems

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