

**THE ROYAL CANADIAN LEGION  
BURNTWOOD RIVER BRANCH NO.244**

FROM: February 1, 2014  
TO: January 31, 2017

# THE ROYAL CANADIAN LEGION BURNTWOOD RIVER BRANCH NO.244

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**EXPIRY DATE: JANUARY 31, 2017**

**AGREEMENT BETWEEN:**

**THE ROYAL CANADIAN LEGION  
BURNTWOOD RIVER BRANCH  
NO. 244**, in the City of Thompson,  
Province of Manitoba, hereinafter  
referred to as the "Employer",

**AND**

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL NO. 832**,  
chartered by the United Food &  
Commercial Workers International  
Union, hereinafter referred to as  
the "Union".

**WHEREAS: THE EMPLOYER AND THE UNION DESIRE TO COOPERATE IN  
ESTABLISHING AND MAINTAINING CONDITIONS WHICH SHALL PROMOTE A  
HARMONIOUS RELATIONSHIP BETWEEN THE EMPLOYER AND THE EMPLOYEES  
COVERED BY THIS AGREEMENT, TO PROVIDE METHODS FOR A FAIR AND  
AMICABLE ADJUSTMENT OF DISPUTES WHICH MAY ARISE BETWEEN THEM AND  
TO PROMOTE AN EFFICIENT OPERATION,**

**NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS  
FOLLOWS:**



## **ARTICLE 1 NATURE OF THE BARGAINING UNIT**

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of The Royal Canadian Legion Burntwood River Branch No. 244, in the City of Thompson, Province of Manitoba, employed as serving personnel and bartenders, save and except office staff, bookkeeping staff, bar steward, supervisors, those above the rank of supervisor, and those excluded by the Act.

1.02 The Employer shall provide the Union with a list containing the current names, Social Insurance Numbers, addresses, telephone numbers, classifications and rates of pay of all bargaining unit employees, whenever a written request to do so is received from the Union.

## **ARTICLE 2 DEFINITIONS**

### **2.01 Full-time Employee**

A full-time employee shall be a person who is scheduled to work not less than forty (40) hours per week consisting of five (5) eight (8) hour work days from Monday to Saturday inclusive.

### **2.02 Part-time Employee**

A part-time employee shall be a person who is normally scheduled to work less than forty (40) hours per calendar week.

### **2.03 Masculine or Feminine Gender**

Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the masculine shall, in its application to a female employee, be read with the necessary changes to express the feminine, and vice versa.

### **2.04 Plural and Singular**

Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in its application to the singular, be read with the necessary changes to express the singular, and vice versa.

### **2.05 Promotion**

A promotion shall mean the transfer of an employee to a higher level position of more responsibility as well as salary.



2.06                    **Demotion**

A demotion shall mean the transfer of an employee to a lower level position of less responsibility as well as salary.

2.07                    **Layoff**

A layoff of an employee shall be deemed to occur when an employee is removed from the work schedule for one (1) week or more due to lack of work.

**ARTICLE 3    MANAGEMENT'S RIGHTS**

3.01                    The Union recognizes that it is exclusively the function and right of the Legion to direct the work force and to hire, promote, demote, transfer, suspend or lay off employees, and also the right of the Legion to discipline or discharge any employee for just cause.

3.02                    The Union further recognizes the right of the Legion to operate and manage it's business in accordance with its commitments and responsibilities. It shall also be the sole prerogative of the Legion to decide on the number of employees needed by the Legion at any time, operating techniques, methods and to exercise jurisdiction over all operations, buildings, machinery and equipment.

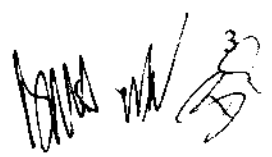
3.03                    The Legion agrees that any exercise of rights and powers under this article in conflict with any provision of this agreement shall be subject to the grievance procedure.

3.04                    In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

**ARTICLE 4    UNION SHOP**

4.01                    The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

4.02                    The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees.

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4.03 The Employer shall forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter.

4.04 The Employer agrees to provide the Union, once a month, with a list containing the names and Social Insurance Numbers of all employees who have terminated their employment during the previous month.

#### **ARTICLE 5 DEDUCTION OF UNION DUES**

5.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees.

5.02 Each year the Employer shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip of each employee by no later than February 28th.

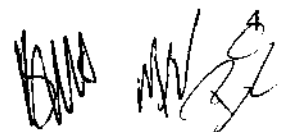
#### **ARTICLE 6 PROBATIONARY PERIOD**

6.01 Any employee who is hired by the Employer shall be on probation for the earlier of the first one hundred and fifty (150) hours of employment or ninety (90) calendar days. The Employer, at its discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration articles of this Agreement.

#### **ARTICLE 7 HOURS OF WORK**

##### **7.01 Work Week/Full-time Employees**

The basic work week for full-time employees shall be forty (40) hours to be worked in five (5) shifts at eight (8) hours per day from Monday to Saturday inclusive.

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7.02 **Consecutive Hours of Work**

With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work.

7.03 **Work Week/One General Holiday**

In a week in which one (1) general holiday occurs the basic work week for full-time employees shall be thirty-two (32) hours to be worked over a four (4) day period during that week.

7.04 **Work Week/Two General Holidays**

In a week in which two (2) general holidays occur the basic work week for full-time employees shall be twenty-four (24) hours to be worked over a three (3) day period during that week.

7.05 **Work Schedules**

The Employer shall post a work schedule showing the scheduled working hours of each bargaining unit employee for the following two (2) week period. Said schedule shall be posted by no later than noon on Saturday of the week prior to the week in which it shall become operative and shall include the starting and quitting times of each shift that is to be worked by employees. Said schedule may be changed without notice in the event of emergencies such as a snowstorm or some other instance of force majeure. In all other cases at least twenty-four (24) hours' notice of change must be given, or two (2) hours' additional pay at the employee's regular hourly rate of pay must be paid in lieu of such notice.

Employees must notify the Employer a minimum of four (4) hours prior to the commencement of their shift if they are going to be absent due to illness.

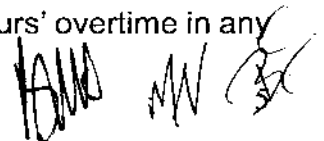
7.06 **Time Cards**

The Employer shall provide time cards to enable employees to record their own time for payroll purposes. Employees shall record the time they start and finish work. Copies of completed time cards shall be provided to the Union whenever a request to do so is received from the Union.

**ARTICLE 8 OVERTIME**

8.01 All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one (1) calendar week shall be considered as overtime hours and shall be paid for at the rate of one and one-half (12) times the employee's regular hourly rate of pay.

8.02 Any employee who works in excess of four (4) hours' overtime in any





one (1) shift shall be paid at the rate of two (2) times the employee's regular hourly rate of pay, for all hours in excess of four (4) hours' overtime.

8.03 Any employee who performs work on any of the general holidays provided for in Article 9 of this Agreement shall be paid the regular hourly rate of pay they would have received had they not worked plus an additional time and one-half (1/2) said hourly rate of pay for all such time required to be on duty.

8.04 Overtime shall be by mutual agreement between the employees and the Employer. Overtime will be offered to the employee on the shift who has the ability to do the normal functions of the job, on a rotating basis, so that overtime is shared amongst bargaining unit members as equitably as possible. The Employer shall maintain a Log of authorized overtime.

## **ARTICLE 9 GENERAL HOLIDAYS**

9.01 The following days shall be recognized and considered as paid general holidays:

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

and any other day or portion of a day designated as a paid holiday by the Municipal, Provincial or Federal Government.

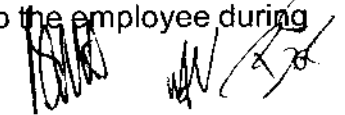
9.02 In order for an employee to qualify for a general holiday with pay the employee must not have been voluntarily absent from his or her scheduled work day immediately prior to and following such holiday. Vacation, illness, injury, or any other authorized leave of absence shall not disqualify an employee.

9.03 If a general holiday occurs during an employee's vacation, the employee, at his or her discretion, shall take either an extra day's vacation with pay or an extra day's pay.

9.04 When a general holiday falls on a day when the Employer's operation is normally closed, the next working day shall be declared as the general holiday for which employees shall then receive time off with pay as referred to in this general holiday pay article.

9.05 All full-time employees shall receive eight (8) hours' pay at their regular hourly rate of pay for each general holiday.

9.06 All part-time employees shall receive general holiday pay in an amount equal to one-fifth (1/5) of the average weekly hours that were paid to the employee during



the four (4) complete calendar weeks immediately prior to the week in which the general holiday occurs.

#### **ARTICLE 10 MINIMUM SHIFT**

10.01 No part-time employee shall be scheduled to work for less than four (4) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full four (4) hours at his or her appropriate hourly rate of pay.

10.02 No employee shall be called in to work for less than four (4) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full four (4) hours at his or her appropriate hourly rate of pay.

#### **ARTICLE 11 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS**

11.01 Any employee who relieves a person outside of the scope of this Agreement or any employee who performs work in a classification that is outside the scope of this Agreement, shall receive ten (\$10.00) dollars for each such shift and portion of a shift worked, in addition to his or her regular hourly rate of pay. No bargaining unit employee shall be required to perform any such work unless he or she has been specifically requested to do so by the Employer.

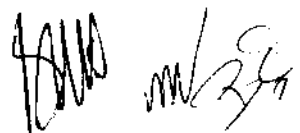
11.02 Any employee who is temporarily assigned to work in a higher paying classification shall receive the higher rate of pay for all time so employed.

**11.03 Any employee who is scheduled to work thirty-five (35) hours or more in the week in which they are required to work on the Sunday, shall be paid a shift premium in addition to his or her regular hourly rate of pay, in the amount of twenty-five cents (25¢) per hour**

#### **ARTICLE 12 VACATIONS**

12.01 Full-time employees who, on January 1st of each year, have less than one (1) year of continuous service with the Employer since their most recent date of hire, shall receive vacation pay in an amount equal to four (4%) percent of their total gross earnings during the period of employment for which no vacation allowance has been paid, up to January 1st.

12.02 Full-time employees who, on January 1st of each year, have one (1) year of continuous service but less than three (3) years of continuous service with the Employer since their most recent date of hire, shall receive two (2) weeks' vacation with pay at four (4%) percent of their total annual gross earnings paid to them during the previous calendar year ending December 31st as shown on their T-4 tax form.

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12.03 Full-time employees who, on January 1<sup>st</sup> of each year, have three (3) years of continuous service but less than five (5) years of continuous service with the Employer since their most recent date of hire, shall receive three (3) weeks' vacation with pay at six (6%) percent of their total annual gross earnings paid to them during the previous calendar year ending December 31<sup>st</sup> as shown on their T-4 tax form.

12.04 Full-time employees who, on January 1<sup>st</sup> of each year, have five (5) years of continuous service but less than ten (10) years of continuous service with the Employer since their most recent date of hire, shall receive four (4) weeks' vacation with pay at eight (8%) percent of their total annual gross earnings paid to them during the previous calendar year ending December 31<sup>st</sup> as shown on their T-4 tax form.

12.05 Full-time employees who, on January 1<sup>st</sup> of each year, have ten (10) years or more of continuous service with the Employer since their most recent date of hire, shall receive five (5) weeks' vacation with pay at ten (10%) percent of their total annual gross earnings paid to them during the previous calendar year ending December 31<sup>st</sup> as shown on their T-4 tax form.

**12.06 Full-time employees who, on January 1<sup>st</sup> of each year, have fifteen (15) years or more of continuous service with the Employer since their most recent date of hire, shall receive six (6) weeks' vacation with pay at twelve (12%) percent of their total annual gross earnings paid to them during the previous calendar year ending December 31<sup>st</sup> as shown on their T-4 tax form.**

**12.07 Employees entitled to two (2), three (3), four (4), five (5), or six (6) weeks' vacation and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent, or twelve (12%) percent as the case may be, of their total wages earned during the period of employment for which no vacation allowance has been paid.**

12.08 Employees entitled to two (2), three (3), four (4), or five (5) weeks' vacation and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent, or ten (10%) percent, as the case may be, of their total wages earned during the period of employment for which no vacation allowance has been paid.

12.09 Seniority shall be the governing factor in the choice of vacation. A maximum of one (1) employee shall be entitled to take their vacations at the same time.

12.10 Employees shall be entitled to take their vacations consecutively unless they wish to have their vacation entitlements broken up.

12.11 Part-time employees shall receive a vacation pay allowance each year based on their previous year's total gross earnings paid to them during the period of January 1<sup>st</sup> to December 31<sup>st</sup> inclusive. Entitlements shall be based on years of continuous service with the Employer as of December 31<sup>st</sup> of each year as outlined below:



<u>Employment</u>	<u>Entitlement</u>
(a) less than three (3) years of continuous employment since date of last hire	four (4%) percent of total gross earnings
(b) three (3) years or more but less than five (5) years of continuous employment since date of last hire	six (6%) percent of total gross earnings
(c) five (5) years or more but less than ten (10) years of continuous employment since date of last hire	eight (8%) percent of total gross earnings
(d) ten (10) years or more of continuous employment since date of last hire	ten (10%) percent of total gross earnings
<b>(e) fifteen (15) years or more of continuous employment since date of last hire</b>	<b>twelve (12%) percent of total gross earnings</b>

**12.12** Upon written request of the employee, the Employer shall grant time off for vacation purposes without pay to part-time employees based on the full-time employees schedule of vacation entitlements.

**12.13** On June 30<sup>th</sup> and December 31<sup>st</sup>, part-time employees will be paid out their vacation pay earned in the previous six (6) months. Such vacation pay shall be paid separate and apart from the employee's normal earnings and shall be accompanied by a statement detailing the employee's gross vacation pay. If an employee informs the Employer in writing, prior to June 1<sup>st</sup>, part-time employees may elect to have their vacation paid out upon commencement of their vacation, or on their first set of vacation dates if their vacation is broken up into more than one (1) period.

### **ARTICLE 13 NO CONTRACTING OUT**

**13.01** The Employer shall not contract out any bargaining unit work, with the exception of special events.

### **ARTICLE 14 NOTICE OF LAYOFF/CLOSURE/SEVERANCE PAY**

**14.01** **Notice of Layoff**

The Employer shall notify all employees who are to be laid off, fourteen (14) calendar days prior to the effective date of the layoff or shall award pay in lieu thereof.

14.02                    **Notice of Closure**

The Employer shall notify all employees who are to be affected by the permanent closure of all or any portion of the Employer's operation, twenty-eight (28) calendar days prior to the effective date of such closure or shall award pay in lieu thereof.

**ARTICLE 15 PAYMENT FOR MEETING ATTENDANCE**

15.01                    When the Employer requires an employee to be present at a meeting called by the Employer during the employee's scheduled working hours, time spent at such meeting shall be considered as time worked.

15.02                    Any employee who, at the request of the Employer, attends a meeting outside of his or her assigned working hours shall be paid the greater of time actually spent at the meeting or two (2) hours' pay, with the exception of Sunday in which three (3) hours will be the minimum hours paid.

**ARTICLE 16 STRIKES AND LOCKOUTS**

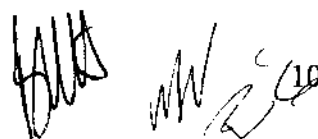
16.01                    During the term of this Agreement there shall be no strike, slowdown, or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Employer.

**ARTICLE 17 UNION REPRESENTATIVE'S VISITS**

17.01                    Duly authorized full-time representatives of the Union shall be entitled to visit all areas of the Employer's premises to which the bargaining unit employees normally have access, for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. Such visits shall only occur after the said representative has notified the manager or his or her designated representative.

**ARTICLE 18 SHOP STEWARDS**

18.01                    The Employer shall recognize one (1) Union Shop Steward appointed and/or elected by the Union to represent employees in the bargaining unit. The Employer further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to management.

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18.02 The Employer shall not discriminate against any member of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement.

## ARTICLE 19 LEAVES OF ABSENCE

### 19.01 Personal Leave

A leave of absence without pay, for personal reasons, may be granted to an employee. If the leave is for a period of one (1) calendar week or more a written application must be made by the employee to the Employer and written confirmation of said leave shall be given to the employee involved by the Employer. Any request for such leave shall not be unreasonably denied by the Employer.

### 19.02 Union Leave

A leave of absence without pay to attend to Union business shall be granted to an employee. Two (2) weeks' advance notice shall be given to the Employer indicating that such leave is required and unless otherwise agreed to by the Employer no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time.

### 19.03 Union Convention/Conference/Education Leave

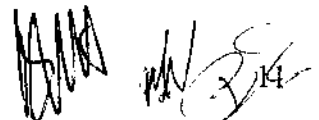
A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Employer upon receiving a written request from the Union. Time off shall not be granted to more than one (1) employee at any one (1) time unless otherwise mutually agreed to between the Employer and the Union, and the duration of any such leave shall not exceed ten (10) calendar days per occasion. The Union shall give the Employer written notice not less than twenty-eight (28) days before the requested leave is to commence. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall not be unreasonably denied by the Employer.

### 19.04 Negotiation Leave

The Employer shall allow one (1) employee time off without pay for the purpose of attending negotiations for the renewal of the Collective Agreement.

### 19.05 Jury Duty Leave

All employees summoned to jury duty shall be paid wages amounting to the difference between the amount paid to them for jury services and the amount they would have earned had they worked on such days, provided that such days fall on a



regularly scheduled working day for that employee and the Employer is unable to reschedule the affected hours.

19.06 Witness Leave

All employees required to appear in court as a witness on behalf of the Crown or Employer shall be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned had they worked on such days, provided that such days fall on a regularly scheduled working day for that employee, and the Employer is unable to reschedule the affected hours.

19.07 Bereavement Leave

All employees shall be entitled to bereavement leave of three (3) working days with pay when the employee is to be absent from work due to a death in his or her immediate family. Employees shall not be required to attend the funeral in order to be eligible to receive bereavement leave time off with pay. The term "immediate family" shall mean: father, father-in-law, mother, mother-in-law, brother, sister, spouse, common-law spouse, son, daughter, grandparents, grandchild, fiancé, and step-parents.

Bereavement leave shall be extended by up to two (2) additional working days with pay, as may be necessitated by reason of travel to attend the funeral, when the funeral is held more than eight hundred (800) kilometres outside the city of Thompson. Additional days off with pay for other reasons may be granted by mutual agreement between the Employer and the employee concerned.

19.08 Maternity Leave

A female employee shall be granted a maternity leave of absence without pay by the Employer. Said employee shall be re-employed by the Employer after the birth and must return to work within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work. As well, she must provide the Employer with a doctor's certificate, certifying her to be medically fit to work.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

Accumulated paid sick leave and/or weekly indemnity benefits (or similar benefits) required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees.

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**Parental Leave**

(A) **Entitlements**

Every employee who has been in the employ of the Employer for not less than twelve (12) months

(a) who,

(i) **becomes the natural parent of a child, or**

(ii) **adopts a child under the law of a province; and**

(b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to **thirty-seven (37) weeks**.

(B) **Commencement of Leave**

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when his or her parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Employer and the employee.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave, unless the employee and the Employer otherwise agree.

(C) **Late Application for Parental Leave**

When an application for parental leave under subarticle (A) above is not made in accordance with subarticle (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the portion of the leave period that remains at the time the application is made.

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(D) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated to a position at the same rate of pay at the time such leave commenced.

19.10 Special Northern Leave

Commencing February 1, 2011, the Employer shall provide two (2) weeks of Special Northern Leave, with pay, for all employees who have completed five (5) years of continuous service (or equivalent to full-time employment for part-time employees) during the term of this Agreement and an additional two (2) weeks of Special Northern Leave, with pay, upon completing each additional five (5) year period of continuous service.

One (1) week of Special Northern Leave shall mean seven (7) calendar days' time off, with forty (40) hours' pay.

For the purpose of this Article, full-time employment represents Two Thousand and Eighty (2,080) hours per year.

In order to minimize interference with the normal operations of the Legion, Special Northern Leave will be granted only at such times and in such amounts as the Employer, at its discretion, may determine but subject thereto due consideration will be given to the wishes of the individual employee. It is expected that an employee's Special Northern Leave will be taken in the five (5) year period following the date on which he or she becomes entitled to it.

**ARTICLE 20 SENIORITY**

20.01 Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit.

20.02 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all layoffs, and during all periods of sickness and/or injury.

20.03 An employee shall cease to have seniority rights and his or her employment status with the Employer shall be terminated for all purposes if the employee:

- (a) is duly discharged by the Employer and is not reinstated through the Grievance and Arbitration procedure contained in the Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of fifty-two (52) weeks or is



called back to work after a layoff and does not return to work within fourteen (14) calendar days of receiving a letter sent to his or her last known address;

- (d) is absent from work without an approved leave of absence for more than three (3) consecutive working days unless a satisfactory reason is given by the employee. Sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason;
- (e) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee. Sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason.

20.04 Seniority shall be the governing factor in all matters of promotion, awarding of a new full-time position or vacancy, relieving another employee in a higher paying classification and recall after layoff, providing the more senior employee has the ability and qualifications to be able to perform the normal functions of the job.

Reverse order of seniority shall apply and be the governing factor in all matters of demotion, layoff and reduction to part-time, providing the more senior employee has the ability and qualifications to be able to perform the normal functions of the job.

20.05 Employees from within the bargaining unit who accept a position with the Employer which places them outside of the bargaining unit shall continue to accumulate seniority for a period of ninety (90) calendar days. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the ninety (90) calendar day period if they so choose. Employees who remain outside of the bargaining unit beyond the ninety (90) calendar day time limit shall keep the seniority they had immediately prior to leaving the bargaining unit in the event they eventually return to the bargaining unit but shall not in such cases accumulate any seniority for the time period that they were outside of the bargaining unit beyond the ninety (90) calendar day limitation.

20.06 Full-time employees with one (1) or more years of full-time seniority who are reduced to part-time by the Employer shall be placed at the top of the part-time seniority list. Full-time employees with less than one (1) year of service and who have no continuous part-time service with the Employer shall retain their full-time seniority date in the event they are reduced to part-time. Part-time employees who become full-time for a period of less than one (1) year and who are then reduced to part-time by the Employer shall retain their original part-time seniority date.

20.07 Seniority for full-time employees shall apply amongst full-time employees and it is agreed that all full-time employees shall have seniority over part-time employees. Part-time employees shall have seniority only over other part-time employees.

20.08 No new employees shall be hired by the Employer so long as there are qualified part-time employees who are able and willing to perform the work required, or so



long as there are employees who are on layoff status who are able and willing to perform the work required.

20.09 The Employer shall give two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof, to any person whose status is to be changed by the Employer from full-time to part-time.

20.10 Daily available part-time hours of work within their classification, or classifications for those employees who are normally so employed, shall be scheduled to the most senior part-time employee first and thereafter in decreasing order of seniority providing the more senior part-time employee has the ability and qualifications to be able to perform the normal functions of the job and is available and willing to work the hours.

20.11 The Employer shall provide the Union in January and July of each calendar year with an up-to-date seniority list of all full-time and all part-time employees covered under the terms of the Collective Agreement.

## **ARTICLE 21 SAFETY AND HEALTH**

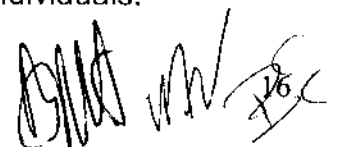
21.01 The Employer agrees to maintain working conditions consistent with the standards established in the Workplace Safety and Health Act of the Province of Manitoba.

21.02 In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report his or her concerns to the Employer. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a safety and/or health hazard exists, the employee shall be entitled to refuse to perform that particular job function until such time as a person from the appropriate government agency dealing with safety and health matters has come to the Employer's premises to inspect the concerns firsthand. During this time period the employee shall be assigned to perform other job functions that he or she is capable of doing.

21.03 The Employer shall pay the tuition costs of any employee who successfully completes a first aid course that has been pre-approved by the Employer. The Employer, on an annual basis or as required, will arrange to have employees attend a First Responder health and safety course.

## **ARTICLE 22 WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS**

22.01 The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement and shall form part of this Agreement. Where an individual employee's hourly rate of pay is higher, such hourly rate of pay shall not be reduced by reason of this Agreement. The hourly rates of pay provided for in Appendix "B" apply to job classifications and not to individuals.



22.02 Rates of pay for any new classification that may be established by the Employer and which come within the scope of this Agreement shall be the subject of negotiations, and the Employer shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new classification has been agreed upon. If the Employer and the Union cannot reach an Agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Employer and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Employer and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

22.03 New or rehired employees shall be classified according to previous comparable experience for the purpose of establishing wage rates.

### **ARTICLE 23 COURT'S DECISION**

23.01 In the event that any articles or portions of this Agreement are determined to be improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

### **ARTICLE 24 DISCIPLINE/DISCHARGE**

24.01 A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit, shall be present when a member of the bargaining unit is being given a written reprimand, or is being suspended or discharged. A full-time Union Representative shall be entitled to attend any such meeting providing he or she is readily available to do so.

24.02 All disciplinary meetings shall be held in private and shall take place in a location on the Employer's premises.

24.03 The affected employee, the Shop Steward who is involved, and the Union, shall be given a copy of any disciplinary notice which is to be entered on an employee's personnel file. The affected employee, said Shop Steward, and the Union, shall also be given a copy of any discharge notice that is given to an employee. In all cases of discipline or discharge the Employer shall notify the affected employee, said Shop Steward, and the Union in writing of the exact reasons for taking such action. Any such notice of discipline and/or discharge shall be given to the affected employee and said Shop Steward immediately, and a copy of said discipline and/or discharge notice shall be faxed or mailed to the Union Office within five calendar days of the event.

24.04 Employees covered by this Agreement shall have access to their own personnel file, upon written request by the employee involved. Employees shall be able to



obtain copies of their personnel file when requested and a copy of an employee's reply to any document contained in his or her personnel file shall be placed in the employee's personnel file. The Employer shall keep only one (1) personnel file per employee.

## **ARTICLE 25 ADJUSTMENT OF GRIEVANCES**

25.01 Any complaint, disagreement or difference of opinion between the Employer and the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

25.02 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within ten (10) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

25.03 All grievances must be submitted in writing.

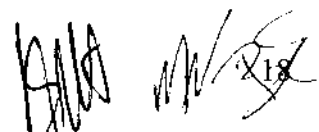
25.04 The procedure for adjustment of grievances shall be as follows:

**STEP 1:** By a discussion between the employee and the Shop Steward and/or Union Representative with the employee's immediate supervisor or his or her designated appointee. The immediate supervisor or his or her designated appointee shall reply to the grievance in writing, to the Union, within five (5) calendar days. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

**STEP 2:** The Union Representative or Representatives may take the matter up with the Employer official designated by the Employer to handle Labour Relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

25.05 If a satisfactory settlement cannot be reached, then upon request of either party within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 26.

25.06 It is understood and agreed by the Union and the Employer that the time limits specified in the various steps of the above grievance procedure may only be extended by mutual agreement between the Union and the Employer.



## **ARTICLE 26 ARBITRATION**

26.01 If the Union and the Employer cannot reach a settlement, then upon request of either party, the grievance shall be submitted to an arbitrator. If agreement cannot be reached within seven (7) days in respect to the selection of an arbitrator by the parties involved, the matter shall be referred to the Manitoba Labour Board who shall appoint an arbitrator.

26.02 The person selected as arbitrator shall in no way be involved directly in the controversy under consideration or be a person who has a personal or financial interest in either party to the dispute.

26.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision as soon as reasonably possible.

26.04 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.

26.05 In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way he or she deems equitable.

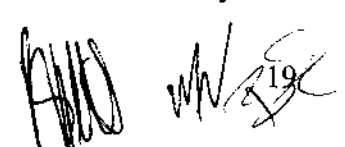
26.06 The findings and decisions of the arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.

26.07 It is the intention of the parties that this article shall provide a peaceful method of adjusting all grievances so that there shall be no suspension or interruption of normal operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this article.

26.08 The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

## **ARTICLE 27 BULLETIN BOARDS AND DECALS**

27.01 The Employer shall allow the Union to install its own bulletin board on the Employer's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this

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Collective Agreement. The location of the bulletin board shall be mutually agreed to between the Employer and the Union and shall be situated in a prominent place.

#### **ARTICLE 28 HEALTH AND WELFARE BENEFITS REFERRAL**

28.01 Health and Welfare benefits shall be as contained in Appendix "A" of this Agreement and shall form part of this Agreement.

#### **ARTICLE 29 WORKERS COMPENSATION BENEFITS**

29.01 When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall inform the Employer so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided immediately.

29.02 If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time off work required to receive such treatment shall be granted to the employee and any resulting lost wages that may occur shall be paid for in total by the Employer. The employee shall comply with all regulations so that the Employer can make a claim to retain the amount the Workers Compensation Board would normally pay for such lost time. Where possible, the employee shall schedule such time outside of working hours.

29.03 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours he or she would otherwise have been scheduled to work on the day of the injury and/or illness, but was unable to work because of the injury and/or illness.

#### **ARTICLE 30 HARASSMENT/ABUSE**

30.01 The Employer, in exercising its responsibility, endeavours at all times to provide a work environment that is supportive of both productivity and the personal goals, dignity and self-esteem of every employee. Harassment, including sexual harassment and abuse of authority, constitutes unacceptable conduct and shall not be tolerated.

#### **ARTICLE 31 UNIFORMS/PROTECTIVE CLOTHING/EQUIPMENT**

31.01 The Employer shall supply each employee in the bargaining unit with shirts and aprons to wear during working hours. The Employer shall replace these shirts and aprons on an ongoing basis as the need arises. The employees shall be responsible for laundering and maintaining their own shirts and aprons.

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31.02 Each employee who requires same shall be provided with a coin changer to use during working hours. The Employee will be responsible for replacement of coin changers if lost or stolen.

31.03 The Employer shall supply a lockable space for employees for the purposes of storing personal belongings.

**ARTICLE 32 PARKING/PLUG-INS/TRANSPORTATION COSTS**

32.01 The Employer shall provide free parking and plug-ins to all employees who use a vehicle to go to and from work.

**ARTICLE 33 PAY CHEQUES**

33.01 Pay cheques will be available to employees no later than 5:00 p.m. on Friday following the Employer's pay period, except for pay periods following a long weekend, when pay cheques will be available on the following Monday by 5:00 p.m.

**ARTICLE 34 EXPIRATION AND RENEWAL**

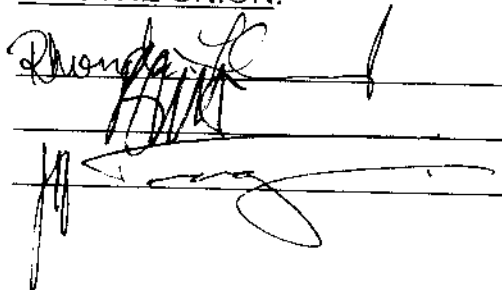
34.01 This Agreement shall be in effect from February 1, **2014**, and shall remain in effect until January 31, **2017**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

34.02 When the required notice for termination or revision is given by either party, negotiations in connection with same shall be started as soon as reasonably possible and conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

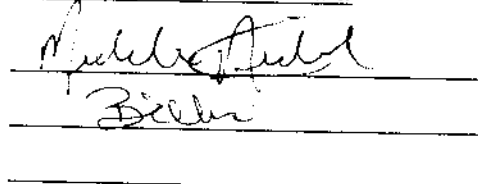
**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

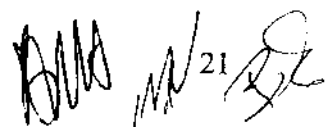
SIGNED THIS 21<sup>st</sup> DAY OF January, 2014.

FOR THE UNION:



FOR THE EMPLOYER:







**APPENDIX "A" HEALTH AND WELFARE BENEFITS - SICK LEAVE**

A-1 Sick Leave

All Employees who have been employed for four (4) calendar months or more with the Employer will accumulate sick leave.

Full-time employees will accumulate one (1) day of sick leave, with pay, per two (2) months of service, to a maximum of twelve (12) days.

This benefit is pro-rated for part-time employees. For each three hundred and forty-six (346) hours worked or paid, part-time employees will accumulate eight (8) hours of sick leave, with pay, to a maximum of twelve (12) days.

A-2 Sick leave will be utilized for scheduled shifts only.

A-3 Medical Certificates may be required for utilization of sick leave benefits.

A-4 In order to qualify for sick leave benefits, employees must notify the Employer four (4) hours prior to the commencement of their scheduled shift, that they will be absent due to sickness.

A-5 Sick Leave – Medically-Related Appointments

Should it be necessary for an employee to attend medically- related appointments outside of his/her community, the employee shall be allowed to use up to three (3) days with pay, to be deducted from the sick leave accumulation to the nearest one-quarter (1/4) hour. Sick leave can be used for both attendance at the medical appointment and travel to and from the medical appointment. The employee will provide, to establish eligibility under this Article, a medical certificate verifying the medical appointment and the time involved.

A-8 Manitoba Food & Commercial Workers Dental Plan

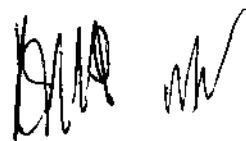
(a) Effective January 1, 2008, the Company agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of thirty (30) cents per hour, **(effective February 2, 2014, the Company agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental plan of thirty-five (35) cents per hour)** for regular hours paid, sick pay (not including weekly indemnity), full-time employees' vacation, as entitled under Article 12, and general holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit.

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(b) Such contributions will be forwarded to the Trust within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

(c) It is agreed that in the event the Government of Canada or the Province of Manitoba provides a non-contributory Dental Care Plan with similar benefits, the Company's obligations to continue contributions to the Manitoba Food & Commercial Workers Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Manitoba Food & Commercial Workers Dental Plan and the Company's contributions in respect to the cost of these benefits shall cease.

(d) A maximum coverage payment of claims of the Manitoba Food & Commercial Workers Dental Plan shall be as determined from time to time by the Board of Trustees.

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**APPENDIX "B" WAGES**

<b>Classification</b>	<b>Feb. 1, 2014</b>	<b>Feb. 1, 2015</b>	<b>Feb. 1, 2016</b>
<b>Serving personnel:</b>			
<b>Start</b>	<b>\$12.45</b>	<b>\$12.80</b>	<b>\$13.20</b>
<b>6 months</b>	<b>\$13.45</b>	<b>\$13.80</b>	<b>\$14.20</b>
<b>12 months</b>	<b>\$14.75</b>	<b>\$15.10</b>	<b>\$15.50</b>
<b>Bartender:</b>			
<b>Start</b>	<b>\$13.20</b>	<b>\$13.55</b>	<b>\$13.95</b>
<b>6 months</b>	<b>\$14.20</b>	<b>\$14.55</b>	<b>\$14.95</b>
<b>12 months</b>	<b>\$15.50</b>	<b>\$15.85</b>	<b>\$16.25</b>
<b>Day Bartender:</b>			
<b>Start</b>	<b>\$15.20</b>	<b>\$15.55</b>	<b>\$15.95</b>
<b>12 months</b>	<b>\$16.50</b>	<b>\$16.85</b>	<b>\$17.25</b>

**RETROACTIVE PAY:**

All employees shall receive full retroactive pay to **February 1, 2014** for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of ratification of this Agreement.

## EXHIBIT ONE

### TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between **the United Food & Commercial Workers Union, Local 832**, and **The Royal Canadian Legion, Burntwood River Branch No. 244** contain the following statements:

"The Company agrees to retain in its employ within the Bargaining Unit, as outlined in Article 2 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire new employees who are not members of the Union, provided said non-members shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days."

"The Company agrees to deduct from each employee's pay bi-weekly in each calendar month during the term of this agreement and in the case of new employees, beginning with the first bi-weekly pay, the regular weekly union dues, initiation fees and assessments as are authorized by the Union, and will electronically transmit the total sum of the amounts so deducted to the Secretary-Treasurer of the Local Union on or before the fifteenth (15th) day of the calendar month and shall continue to do so for as long as the Union is the bargaining agent of the employees, as certified under The Labour Relations Act (Manitoba). All monies so deducted and forwarded to the Union office shall be accompanied by a written statement containing the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction."

"The Company agrees to provide the Union once a month with a list containing the names and Social Insurance Numbers of all employees who have terminated their employment during the previous month."

**Please complete the attached Membership Application immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office (1412 Portage Avenue, Winnipeg MB R3G 0V5) within 10 calendar days of your hire or rehire date.**

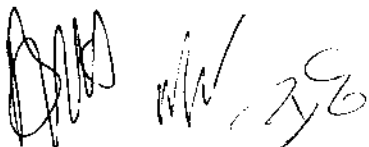
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**THOMPSON LEGION**  
**SUMMARY OF ARTICLES**

	WHEREAS
Article 1	NATURE OF THE BARGAINING UNIT
Article 2	DEFINITIONS
Article 3	MANAGEMENT'S RIGHTS
Article 4	UNION SHOP
Article 5	DEDUCTION OF UNION DUES
Article 6	PROBATIONARY PERIOD
Article 7	HOURS OF WORK
Article 8	OVERTIME
Article 9	GENERAL HOLIDAYS
Article 10	MINIMUM SHIFT
Article 11	RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS
Article 12	VACATIONS
Article 13	NO CONTRACTING OUT
Article 14	NOTICE OF LAYOFF/CLOSURE/SEVERANCE PAY
Article 15	PAYMENT FOR MEETING ATTENDANCE
Article 16	STRIKES AND LOCKOUTS
Article 17	UNION REPRESENTATIVE'S VISITS
Article 18	SHOP STEWARDS
Article 19	LEAVES OF ABSENCE
Article 20	SENIORITY
Article 21	SAFETY AND HEALTH
Article 22	WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS
Article 23	COURT'S DECISION
Article 24	DISCIPLINE/DISCHARGE
Article 25	ADJUSTMENT OF GRIEVANCES
Article 26	ARBITRATION
Article 27	BULLETIN BOARDS AND DECALS
Article 28	HEALTH AND WELFARE BENEFITS REFERRAL
Article 29	WORKERS COMPENSATION BENEFITS
Article 30	HARASSMENT/ABUSE
Article 31	UNIFORMS/PROTECTIVE CLOTHING/EQUIPMENT
Article 32	PARKING/PLUG-INS/TRANSPORTATION COSTS
Article 33	PAY CHEQUES
Article 34	EXPIRATION AND RENEWAL
Appendix "A"	HEALTH AND WELFARE BENEFITS
Appendix "B"	WAGES

  
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