

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

FROM: February 1, 2020

TO: January 31, 2023

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is stylized with a long horizontal line extending to the right.

Jeff Traeger,
President UFCW Local 832



THE ROYAL CANADIAN LEGION BURNTWOOD RIVER BRANCH NO. 244

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EXPIRY DATE: January 31, 2023

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 an Excel electronic list containing the current names, Social Insurance Numbers, addresses, telephone numbers, classifications, status, gender and rates of pay of all bargaining unit employees, whenever a written request to do so is received from the Union.

1.03 The Employer shall provide the Union in January of each calendar year and whenever changes are made, with a list containing the names and classifications of all employees excluded from the Collective Agreement.

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 **Casual Employee**

A casual employee is an individual employed on an irregular and non-re-occurring or non-scheduled basis or to relieve for sick leave or leave of absence. Casual employees will not be utilized to the extent that they restrict the regular hours of or prevent the hiring of either full-time or part-time employees.

2.04 **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.

2.05 **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.

2.06 **Promotion**

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

2.07 **Demotion**

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

2.08 **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 its 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 their responsibility in regard to the payment of Union dues and initiation fees.

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 an Excel electronic list containing the names and Social Insurance Numbers of all employees who have terminated, retired, are on sick leave, on leave of absence and are on lay off from 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 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, **except casuals**, 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. **Casual employees shall be on probation for their first twenty (20) shifts worked.** 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.

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 **three (3)** 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.

7.07 Emergency Pay

In the event of a major snowstorm, any employee who reports late for work, but in any event within the first four (4) hours of their scheduled shift, and made a reasonable attempt to contact the Employer prior to the commencement of the shift, shall receive pay for the full shift. It is understood that overtime rates of pay will not apply until the employee has completed eight (8) working hours.

7.08 Special Events

Bargaining unit employees who are not scheduled, shall be offered the opportunity to work special events, excluding Remembrance Day, or events where bartending, and servers are not organized by the Employer. Rates of pay for such events shall be at the agreed amount within the contract between the Employer and the special event organizer. The employees will be notified of the rate of pay for each event at the time the opportunity to work the event is offered. Such special event offers shall not prevent the Employer from scheduling a shift to an employee who has previously accepted an offer to work a special event, utilizing normal procedures outlined in this Agreement.

ARTICLE 8 OVERTIME

8.01 All time worked or paid 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 (1½X) times the employee's regular hourly rate of pay.

8.02 Any employee who works in excess of **two (2)** hours' overtime in any one (1) shift shall be paid at the rate of two (2X) times the employee's regular hourly rate of pay, for all hours in excess of **two (2)** 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 one and one-half (1½X) times their 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 | Terry Fox Day |
| Louis Riel Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

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 their scheduled work day immediately prior to or 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 their 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 **and casual** employees shall receive General Holiday pay based on five (5%) percent of their total wages, excluding overtime, for the four (4) week period immediately prior to said Holiday.

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 their 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 their 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 **fifteen (\$15.00)** dollars for each such shift and portion of a shift worked, in addition to their regular hourly rate of pay. No bargaining unit employee shall be required to perform any such work unless they have 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.

ARTICLE 12 PREMIUM PAYS

12.01 Sunday Premium

Any employee who is scheduled to work on Sunday, shall be paid a **Sunday** premium in addition to **their** regular hourly rate of pay. **This premium shall be in the amount of fifty (50¢) cents per hour for each such hour, calculated to the nearest quarter-hour. The shift premium shall be paid for all hours to include overtime and hours worked on a General Holiday set forth in Article 9 of this Agreement.**

12.02 Evening Shift Premium

Any employee who is required to work any hour or portion thereof, between the hours of 9:00 p.m. and 5:00 a.m. daily, shall be paid a shift premium in addition to their regular hourly rate of pay. This premium shall be in the amount of fifty (50¢) cents per hour for each such hour, calculated to the nearest quarter-hour. The shift premium shall be paid for all hours to include overtime and hours worked on a General Holiday set forth in Article 9 of this Agreement.”

ARTICLE 13 VACATIONS

13.01 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.

13.02 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.

13.03 Full-time employees who, on January 1st 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 31st as shown on their T-4 tax form.

13.04 Full-time employees who, on January 1st 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 31st as shown on their T-4 tax form.

13.05 Full-time employees who, on January 1st 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 31st as shown on their T-4 tax form.

13.06 Full-time employees who, on January 1st 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 31st as shown on their T-4 tax form.

13.07 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.

13.08 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.

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

13.10 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 1st to December 31st inclusive. Entitlements shall be based on years of continuous service with the Employer as of December 31st 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
(e)	fifteen (15) years or more of continuous employment since date of last hire	twelve (12%) percent of total gross earnings

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

13.12 On June 30th and December 31st, 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 1st, 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.

Casual employees shall be paid vacation pay on each pay.

ARTICLE 14 NO CONTRACTING OUT

14.01 The Employer shall not contract out any bargaining unit work with the exception of **Remembrance Day, events where the Employer is not organizing the bartending, or serving services, or in the event that there is insufficient bargaining unit employees available to work the special events.**

ARTICLE 15 NOTICE OF LAYOFF/CLOSURE/SEVERANCE PAY

15.01 **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.

15.02 **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, based on the following scale or shall award pay in lieu thereof:

Period of employment	Notice period
At least thirty (30) days but less than one (1) year	One (1) week
At least one (1) year and less than three (3) years	Two (2) weeks
At least three (3) years and less than five (5) years	Four (4) weeks
At least five (5) years and less than ten (10) years	Six (6) weeks
At least ten (10) years	Eight (8) weeks

15.03 **Severance Pay**

Any employee who is terminated due to the permanent closure of the Employer's operation or any portion of the Employer's operation, or any employee who is terminated because their job has become redundant, or any employee who is terminated because of the Employer's decision to downsize their operation, or any employee who is terminated due to a technological change, shall be entitled to receive severance pay. Full-time employees shall receive severance pay in the amount of forty (40) hours' pay at their regular hourly rate of pay for each twelve (12) months of employment with the Employer. Part-time employees shall receive severance pay in the amount of two (2%) percent of their total gross

earnings for each twelve (12) months of employment with the Employer, all of which shall be calculated using their total gross earnings for the first (1st) twelve (12) months in which work was performed immediately prior to the effective date of termination.

ARTICLE 16 PAYMENT FOR MEETING ATTENDANCE

16.01 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.

16.02 Any employee who, at the request of the Employer, attends a meeting outside of their assigned working hours shall be paid the greater of time actually spent at the meeting or **three (3)** hours' pay, with the exception of Sunday in which **four (4)** hours will be the minimum hours paid.

ARTICLE 17 STRIKES AND LOCKOUTS

17.01 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 18 UNION REPRESENTATIVE'S VISITS

18.01 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 their designated representative.

ARTICLE 19 SHOP STEWARDS

19.01 The Employer shall recognize two (2) Shop Stewards 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.

19.02 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 20 LEAVES OF ABSENCE

20.01 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 within two (2) working days of said request. Any request for such leave shall not be unreasonably denied by the Employer.

20.02 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.

20.03 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.

20.04 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. When an employee requests time off as per sub-articles 20.02, 20.03 and 20.04, the Employer will pay an employee on such leave as if they had been at work and the Union agrees to reimburse the Employer for any payments in regard to wages and benefits paid to the employee during such leaves.

20.05 Jury Duty Leave

All employees summoned to jury duty **or jury selection** 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.

20.06 **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.

20.07 **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 their 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, same sex partner, son, son-in-law, daughter, daughter-in-law, grandparents, grandchild, fiancé, step-parents, step-child (where the employee is the guardian), **aunt, uncle, niece, nephew, former foster parent or child, former legal guardian, or any relative residing in the employee's household or with whom the employee resides.**

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 **four hundred (400)** 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.

The Employer shall grant one (1) day off with pay to any employee who acts as a pallbearer, eulogist, mourner or officiant at a funeral of a person who is not a member of the employee's immediate family.

20.08 **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 certified Medical Professional'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 certified Medical Professional'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.

20.09 **Parental Leave**

(A) Entitlements

Every employee who has been in the employ of the Employer for not less than seven (7) consecutive 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 **sixty-three (63)** 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 their 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 sub-article (A) above is not made in accordance with sub-article (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.

(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.

20.10 Special Northern Leave

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 they became entitled to it.

20.11 Compassionate Care Leave

Employees who has been employed with the Employer for at least ninety (90) days, may request time off for Compassionate care purposes and if so, shall be granted an unpaid leave of absence or absences which shall not exceed twenty-eight (28) weeks in total. Said compassionate care leave shall be consistent with Employment Insurance regulations.

It is understood that should a death occur during or after the Compassionate Care Leave, the employee shall be eligible for Bereavement Leave as per sub-article 20.07 of the Collective Agreement.

20.12 Long Term Leave For Serious Injury Or Illness

Employees who are suffering from a serious injury or illness which will prevent them from being at work for at least two (2) weeks shall be entitled to this leave.

Employees are entitled to take Long-Term Leave for serious injury or illness for up to seventeen (17) weeks in a fifty-two (52) week period. The leave must be taken in one (1) continuous period unless mutually agreed between the Employer and employee.

For an employee to be eligible for the leave, a Medical Professional must issue a certificate to verify that the employee is expected to be incapable of being at work for at least two (2) weeks due to a serious illness or injury. The medical certificate shall be provided to the Employer as soon as possible

Employees may end their leave earlier than seventeen (17) weeks if they give the Employer at least two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

The Employer may require a medical certificate to confirm that the employee is fit to return to work

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

20.13 Interpersonal Violence Leave

Interpersonal Violence includes domestic violence, sexual violence and stalking. Employees who are victims of Interpersonal violence, or have dependants who are victims of Interpersonal Violence, shall be entitled to take the leave after they have worked for at least ninety (90) days.

Domestic violence is set out in *The Domestic Violence and Stalking Act*. Under the definition, domestic violence is:

- (a) an intentional, reckless or threatened act or omission that causes bodily harm or property damage;**
- (b) an intentional, reckless or threatened act or omission that causes a reasonable fear of bodily harm or property damage;**
- (c) conduct that reasonably, in all the circumstances, constitutes psychological or emotional abuse;**

- (d) forced confinement;
- (e) sexual abuse.

The Domestic Violence and Stalking Act describes situations of domestic violence as instances of violence that occur by one person against another person who:

- (a) lives or has lived with them in a spousal, conjugal or intimate relationship;
- (b) has or had a family relationship with them, in which they have lived together;
- (c) has, or previously had, a family relationship with them, in which they have not lived together;
- (d) has or had a dating relationship with them, whether or not they have ever lived together;
- (e) is the other biological or adoptive parent of their child, regardless of their marital status or whether they have ever lived together.

Sexual violence is any sexual act or act targeting a person's sexuality, gender identity or gender expression that is committed, threatened or attempted against a person without the person's consent. The act may be physical or psychological in nature and includes:

- (a) sexual assault;
- (b) sexual harassment;
- (c) indecent exposure;
- (d) voyeurism;
- (e) sexual exploitation;

The meaning of stalking is set out in The Domestic Violence and Stalking Act. Under the definition, stalking occurs when a person repeatedly engages in conduct that causes the other person to fear for their own safety. The conduct referred to in the definition includes:

- (a) following the other person or anyone known to the other person;**
- (b) communicating or contacting the other person or anyone known to the other person directly or indirectly;**
- (c) using the internet or other electronic means to harass or threaten the other person;**
- (d) being constantly present or watching any place where the other person, or anyone; known to the other person, lives, works, carries on business or happens to be; or**
- (e) engaging in threatening conduct directed at the other person or anyone known to the other person.**

Employees may take an Interpersonal Violence leave for only one (1) or more of the following purposes, as these purposes relate to the employee or to a dependent:

- (a) to seek medical attention in respect of a physical or psychological injury or disability;**
- (b) to obtain services from a victim services organization;**
- (c) to obtain psychological or other professional counselling;**
- (d) to relocate temporarily or permanently;**
- (e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the interpersonal violence; or**
- (f) any other purposed prescribed in the regulation.**

An employee's dependent is:

- (a) a child of the employee;**
- (b) a child of the employee's spouse or common-law partner;**
- (c) any person under eighteen (18) years of age who is under the care and control of the employee;**

- (d) any person who is eighteen (18) years of age or older, and who, because of illness, disability or any other reason, is under the day to day care and control of the employee.

The child of an employee shall be considered a victim of Interpersonal violence when the child:

- (a) is a victim of interpersonal violence directly, or
- (b) is directly or indirectly exposed to interpersonal violence experienced by:
 - (i) a parent,
 - (ii) a child of a parent,
 - (iii) a spouse or common-law partner of the child;
 - (iv) a child of the child, or
 - (v) any other person who lives with the child as a member of their family.

There are two (2) parts to Interpersonal Violence leave. One part of the leave allows employees to take up to ten (10) days consecutively or on an intermittent basis in a fifty-two (52) week period, as needed by the employee. The other part allows employees to take up to seventeen (17) weeks in a fifty-two (52) week period in one continuous period. Employees can take the leave in any order that meets their individual circumstances.

Employees are entitled to be paid for up to five (5) days of Interpersonal violence leave in a fifty-two (52) week period. It is the employee's responsibility to notify the Employer of the days to be paid. The amount paid to the employee must be no less than the wages they would normally earn for their regular hours of work. The Employer may give greater benefits than those provided for in the legislation. Sick days be used for the paid days of the Interpersonal Violence leave. The employee shall continue to accumulate their seniority

Employees must provide reasonable verification of the need for the leave when taking paid days. The Employer may require verification from the employee for unpaid days of leave. The employee shall provide the Employer as much notice as is reasonable in the circumstances.

The employee shall give the Employer at least two (2) weeks' notice in writing before the day they intend to return to work. Employees must be returned to the position the employee occupied when the leave began or to a comparable position, with no less than the pay and benefits the employee earned immediately prior to the leave. The employee shall continue to accumulate seniority during the leave.

20.14 Critical Illness of a Child Leave

An employee, who has been employed for at least thirty (30) days, shall be entitled to Critical Illness of a Child Leave without pay work for up to thirty-seven (37) weeks to allow them as a parent to provide care and support for a critically ill child who is under eighteen (18) years of age, subject to the following:
Employees who are:

- (a) a parent of a child;
- (b) the spouse, common-law partner or same sex partner of a parent of a child;
- (c) a person with whom the child was placed for the purposes of adoption;
- (d) the guardian or foster parent of a child; or,
- (e) a person who has the care, custody or control of a child, and is considered to be like a close relative, whether or not they are related.

A critically ill child is defined as a child under eighteen (18) years old with a life-threatening illness or injury for which continued parental care or support is required. This is the same as the definition used in the regulations made under the Federal Government's Employment Insurance Act.

Employees shall provide the Employer with a certificate from a Medical Practitioner indicating that the child is critically ill and requires the care or support of the parent for a specified amount of time.

Where possible, the employee shall provide two (2) weeks' notice before the leave.

Employees may end the leave earlier than thirty-seven (37) weeks by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

20.15 Critical Illness Leave of an Adult

An employee who is a family member of a critically ill adult is entitled to Critical Illness Leave of an Adult, without pay.

A critically ill adult is defined as a person eighteen (18) years of age or more with a life-threatening illness or injury. This is the same as the definition used in the regulations made under the Federal Government's *Employment Insurance Act*.

Employees shall provide the Employer with a doctor's certificate indicating that the adult is critically ill and requires the care or support of the employee for a specified amount of time.

Where possible, the employee shall provide two (2) weeks' notice before the leave.

Employees may take up to seventeen (17) weeks of leave within a fifty-two (52) week period. Employees may take the leave in one (1) or more periods, however, each period must be at least one (1) week long. This leave may be extended.

Employees shall return to work by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

An employee who wishes to resume employment on the expiration of leave granted in accordance with this Article shall be reinstated in the position occupied at the time such leave commenced.

20.16 Disappearance or Death of a Child Leave

An employee who has been employed for at least thirty (30) days, is entitled to Disappearance or Death of a Child Leave without pay for up to fifty-two (52) weeks if they are a parent of a child, under the age of eighteen (18), who has disappeared as a result of a crime. If the child has died as a result of a crime, the employee is entitled to take a leave of up to one hundred and four (104) weeks, subject to the following:

Employees who are:

- (a) a parent of a child;
- (b) the spouse, common-law partner or same sex partner of a parent of a child;
- (c) a person with whom the child was placed for the purposes of adoption;
- (d) the guardian or foster parent of a child; or,
- (e) a person who has the care, custody or control of a child, and is considered to be like a close relative, whether or not they are related.

Reasonable verification of the need for the leave must be provided to the Employer as soon as possible.

Where possible, the employee shall provide two (2) weeks' notice before the leave.

Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began

20.17 Organ Donation Leave

Employees who have been employed for at least thirty (30) days, are entitled to receive Organ Donation Leave without pay for up to thirteen (13) weeks to donate an organ or tissue to another individual.

Employees must provide a certificate from a Doctor stating the start and end dates for the period of time necessary to donate the organ and recover from the procedure.

Where possible, the employee shall provide two (2) weeks' notice before the leave.

Employees are entitled to extend their leave by up to an additional thirteen (13) weeks, without pay, if a Doctor provides another certificate stating the time period needed to finish recovering.

Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

20.18 Leave for Citizenship Ceremony

Employees who have been employed for at least thirty (30) days may take up to four (4) hours of unpaid leave to attend their citizenship ceremony and receive their certificate of citizenship, as provided under the Citizenship Act.

The employee shall provide at least two (2) weeks' notice, or as much notice as possible before the ceremony.

20.19 Leave for Reservists

Employees, who are members of the Canadian Forces Reserves and have been employed for at least seven (7) consecutive months may be absent from work for the purpose of service (active and/or training), qualify for Leave for Reservists. Employees may take unpaid leave for as long as they continue to serve. There is no restriction on the length or how often a Reservist can go on the unpaid leave.

At the end of an employee's leave under this sub-article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with no less wage and any other benefits earned by the employee immediately before the leave began. Employees who take leave from their employment for the purpose of service must be reinstated to the position, or a similar position with no loss of seniority, no less wages, or benefits they had before the leave. Employees cannot be terminated or laid off for taking this leave.

Employees must provide as much notice as reasonable and practicable in the circumstances for this leave. The Employer may request a certificate from an official in the Reserves confirming the employee is a member of the Reserves, is required for service, and where possible, the start and end dates for the period of service. The employee shall provide at least two (2) weeks' notice of their return to work date.

20.20 Leave Authorization

The employee's request and the Employer's decision concerning any requested leave of absence referred to in this Article shall be made in writing. The Employer shall provide a written decision to the employee's request within two (2) working days of receiving the request.

ARTICLE 21 SENIORITY

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

21.02 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.

21.03 An employee shall cease to have seniority rights and their 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 their 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.

21.04 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.

21.05 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.

21.06 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. **Full-time, or part-time employees who voluntarily reduce themselves to casual, will lose all seniority accrued through their full-time, or part-time employment.**

21.07 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 over other part-time employees, **and all casual employees.**

21.08 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.

21.09 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.

21.10 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.

21.11 The Employer shall provide the Union in January and July of each calendar year with an up-to-date seniority list of all **bargaining unit** employees covered under the terms of the Collective Agreement.

ARTICLE 22 SAFETY AND HEALTH

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

22.02 In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report their 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 they are capable of doing.

22.03 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.

22.04 **Anti-Fatigue Mats**

The Employer shall provide effective anti-fatigue mats to be placed in all appropriate areas.

22.05 **Working Alone Policy**

Within thirty (30) calendar days of ratification, the Employer and the Union agree to establish and post a Working Alone Policy.

ARTICLE 23 WAGE REFERRAL/NEW CLASSIFICATIONS

23.01 The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "C" 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 "C" apply to job classifications and not to individuals.

23.02 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.

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

ARTICLE 24 COURT'S DECISION

24.01 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 25 DISCIPLINE/DISCHARGE

25.01 A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit at the choosing of the employee being disciplined, shall be present when an employee of the bargaining unit is given a written disciplinary and/or discharged notice. A full-time Union Representative shall be entitled to attend any such meeting providing they are readily available to do so.

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

25.03 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 emailed to the Union Office within three (3) working days of the event.

25.04 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 their personnel file shall be placed in the employee's personnel file. The Employer shall keep only one (1) personnel file per employee.

ARTICLE 26 ADJUSTMENT OF GRIEVANCES

26.01 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.

26.02 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

26.03 All grievances must be submitted in writing.

26.04 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 their designated appointee. The immediate supervisor or their 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.

26.05 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.

26.06 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.

26.07 The Employer and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

ARTICLE 27 ARBITRATION

27.01 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**.

27.02 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.

27.03 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.

27.04 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.

27.05 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 they deem equitable.

27.06 The findings and decisions of the **Arbitrator** on all arbitrable questions shall be binding and enforceable on all parties involved.

27.07 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.

27.08 The expenses and fees of the **Arbitrator** shall be borne equally by the parties to the arbitration proceedings.

ARTICLE 28 BULLETIN BOARDS AND DECALS

28.01 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 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.

28.02 The Employer shall permit the Union to install the Union's decal on the front door and/or front window of the Employer's premises or such other location as may be mutually agreed to between the Employer and the Union.

ARTICLE 29 HEALTH AND WELFARE BENEFITS REFERRAL

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

ARTICLE 30 WORKERS COMPENSATION BENEFITS

30.01 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.

30.02 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.

30.03 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours they 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 31 HARASSMENT/ABUSE

31.01 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 32 UNIFORMS/PROTECTIVE CLOTHING/EQUIPMENT

32.01 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.

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

ARTICLE 33 PARKING/PLUG-INS/TRANSPORTATION COSTS

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

ARTICLE 34 PAY CHEQUES

34.01 Pay cheques will be available to employees no later than 5:00 p.m. on Friday following the Employer's pay period.

ARTICLE 35 EXPIRATION AND RENEWAL

35.01 This Agreement shall be in effect from February 1, **2020**, and shall remain in effect until January 31, **2023**, 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.

35.02 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.

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Sick Leave

All employees, **except casuals**, 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 accumulation of fifteen (15) days.

This benefit is pro-rated for part-time employees. For each three hundred and forty-six (346) hours worked and/or paid, part-time employees will accumulate eight (8) hours of sick leave, with pay, to a maximum accumulation of fifteen (15) 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 **three (3)** 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 their 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-6 In the event of an illness or injury occurring to an employee's spouse, **parent** or child that requires the attention of a Medical Professional, the employee may utilize up to **five (5)** days of accumulated paid sick leave entitlements per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse, **parent** or child. The Employer may request, and if so, shall be provided with a medical certificate verifying the seriousness of the illness or injury and the time involved, in order to establish eligibility under this Appendix.

A-7 In January of each year, the Employer shall notify the Union and each employee in the bargaining unit of the total amount of sick leave credits said employee has accumulated at that time.

APPENDIX "B"

Manitoba Food & Commercial Workers Dental Plan

- B-1 (a) The **Employer** agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of **thirty-eight (38¢) cents (effective January 1, 2021 forty-two (42¢) cents)** per hour, for regular hours paid, sick pay (not including weekly indemnity), full-time employees' vacation, as entitled under Article 12, paid leave of absence and general holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit.

A future increase of up to two (2¢) cents per hour for each year of the Collective Agreement shall be made if determined necessary by the Board of Trustees to fund the existing level of benefits.

- (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.

APPENDIX "C"
WAGES

	<u>Current</u>	<u>Feb 1/20</u>	<u>Feb 1/21</u>	<u>Feb 1/22</u>	<u>Apr 1/23</u>
		1.0%	2.0%	2.0%	
Serving Personnel					
Start	\$13.20	\$13.33	\$13.60	\$13.87	\$14.15
6 months	\$14.20	\$14.34	\$14.63	\$14.92	\$14.92
12 months	\$15.50	\$15.66	\$15.97	\$16.29	\$16.29
Overscaled	\$17.98	\$18.16	\$18.52	\$18.89	\$18.89
Bartender					
Start	\$13.95	\$14.09	\$14.37	\$14.66	\$14.66
6 months	\$14.95	\$15.10	\$15.40	\$15.71	\$15.71
12 months	\$16.25	\$16.41	\$16.74	\$17.08	\$17.08
Overscaled	\$17.98	\$18.16	\$18.52	\$18.89	\$18.89

C-2 Active employees who are on payroll as of June 3, 2018 shall be considered overscaled until such time as they are no longer employed by the Employer.

C-3 **Casual employees will receive incremental increases every five hundred (500) hours worked and/or paid, or every six (6) months, whichever is greater.**

C-4 **Lump Sum Payment**

A one-time only lump sum payment of **one hundred (\$100.00)** dollars shall be paid to all employees, **except casuals**, hired prior to **September 1, 2020** within thirty (30) calendar days following **date of ratification**. This lump sum payment shall be issued to each employee in the bargaining unit on pay cheques that are separate and apart from their normal earnings.

C-5 **Retroactive Pay**

All employees hired prior to date of ratification shall receive full retroactive pay to February 1, **2020** for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following date of ratification. Retroactive pay will be issued to each employee in the bargaining unit on pay cheques that are separate and apart from the employee's normal earnings.

EXHIBIT ONE


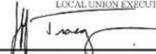
TO: THE NEW OR REHIRED EMPLOYEE:

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 No. 832**, and **The Royal Canadian Legion, Burntwood River Branch No. 244** contain the following statements:

“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 rehire" shall not apply to employees who are on layoff. The Employer shall provide each new employee and rehire employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee their responsibility in regard to the payment of Union dues and initiation fees. 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.”

“The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehire 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.”

Below is a sample Membership Application that should be completed immediately and returned to your Employer so they can forward it to the UFCW, Local No. 832 Union office (1412 Portage Avenue, Winnipeg MB R3G 0V5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION				United Food & Commercial Workers Union, Local No. 832		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
Manitoba, Canada		LOCAL 832		Manitoba, Canada			
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.		
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	I hereby authorize	
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)		to use my SIN for identification purposes and to verify union dues received and make payments to me as non-represented (Cross out non-represented if you are not a member. If you are not a member, do not check this box.)			
COMPANY NAME	INDUSTRY/LOCATION	DEPARTMENT/NO.					
CLASSIFICATION	EMPLOYMENT NO.	FULL-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>			
		PART-TIME <input type="checkbox"/>		OTHER <input type="checkbox"/>			
<p>I hereby declare that the information provided on this application is true and correct. I agree that all monies paid by me shall be forfeited and used for the purposes of collective bargaining and handling of grievances of other employees relating to my employment. I authorize the United Food & Commercial Workers International Union and the United Food & Commercial Workers Local No. 832 to use my name and likeness for promotional purposes through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has privacy and protection of personal information policies and procedures in place. I consent to the use of my personal information by UFCW Local No. 832 for the purposes of collective bargaining and handling of grievances of other employees relating to my employment, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.</p>							
APPLICANT SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE			
X							

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.