



Collective Agreement

Between

Royal Canadian Legion Branch No. 163

(Hereinafter referred to as "the Employer" or "the Company")

- and -

Unifor and its Local 5555

(Hereinafter referred to as "the Union")

August 1, 2018 to July 31, 2021

TABLE OF CONTENTS

PURPOSE	3
ARTICLE 1 - SCOPE AND RECOGNITION	3
ARTICLE 2 - UNION SECURITY	4
ARTICLE 3 - NO STRIKES OR LOCKOUTS	5
ARTICLE 4 - MANAGEMENT RIGHTS.....	5
ARTICLE 5 - UNION COMMITTEES AND STEWARDS	6
ARTICLE 6 - AMENDMENTS	7
ARTICLE 7- GRIEVANCE PROCEDURE	7
ARTICLE 8 - DISCHARGE GRIEVANCE	9
ARTICLE 9 - ARBITRATION.....	9
ARTICLE 10 - SENIORITY	10
ARTICLE 11- LOSS OF SENIORITY	11
ARTICLE 12 - JOB POSTING	11
ARTICLE 13 - UNION MANAGEMENT MEETING.....	12
ARTICLE 14- LEAVE OF ABSENCE.....	12
ARTICLE 15 - BEREAVEMENT LEAVE	13
ARTICLE 16 - JURY DUTY	13
ARTICLE 17 - PARENTAL/COMPASSIONATE LEAVE.....	14
ARTICLE 18 - BULLETIN BOARD	14
ARTICLE 19 - HOURS OF WORK AND OVERTIME	14
ARTICLE 20- OTHER WORKING CONDITIONS	14
ARTICLE 21-VACATIONS	15
ARTICLE 22 - STATUTORY HOLIDAYS	16
ARTICLE 23 - JOB CLASSIFICATION	17
ARTICLE 24- HEALTH AND WELLNESS PLAN.....	17
ARTICLE 25 - PENSION PLAN	18
ARTICLE 26- SCHEDULES OF WAGES	18
ARTICLE 27 - BANQUET GRATUITIES	19
ARTICLE 28 - WOMEN'S ADVOCATE	19
ARTICLE 29- UNIFOR PAID EDUCATION LEAVE (PEL).....	19
ARTICLE 30 - TERM OF THE AGREEMENT.....	20
LETTER OF UNDERSTANDING.....	21

PURPOSE

The general purpose of this Agreement is to establish mutually satisfactory relations between the employer and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 1 - SCOPE AND RECOGNITION

1.01 The Company recognizes the Union as the bargaining agent for all Bar Stewards and Duty Bar the Royal Canadian Legion Branch No. 163, at Hamilton, Ontario, save and except manager, persons above the rank of manager, and office staff.

1.02 Gender Neutral

Where the singular or masculine is used in this Agreement, it shall be considered to be the plural or feminine is being used where the context is required.

1.03 For the purpose of this Agreement, part-time employees are deemed to be those employees who are regularly scheduled to work twenty-four (24) hours or less in any work week, or are not regularly scheduled to work, but are called in from time to time by the Company to work, as the need for their services arise.

A part-time employee who works full-time to enable a full-time employee to obtain holidays does not become a full-time employee.

Employee Definitions:

1.04 Duty Bar Steward applies to the current two full-time employees and Bar Steward applies to all other part-time staff.

1.05 The Company and the Union agree that the following articles of the Collective Agreement shall not apply to part-time employees: 10.01, 19.02, 22.01 (a), 25.01.

1.06 Bargaining Unit Work

It is understood that management will not perform work usually performed by members of the bargaining unit except in the case of an emergency, instruction or training. It is further understood that there shall not be contracting in or out of work that falls within the scope of the Agreement, unless agreed upon by both parties. Save and except fund-raisers and special events staffed by members on a volunteer basis outside of the normal business activities of the Legion.

1.07 No Discrimination

The Company and the Union further agree that it will not condone discrimination or personal harassment that is based on sex, race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, age, record of offence, marital status, sexual orientation, family status or handicap, or for any other grounds declared unlawful by Ontario Human Rights legislation.

Harassment exists if any conduct, comment, gesture or contact based on any ground stated above, occurs in a contest that may cause offence or humiliation, or may be perceived as a condition hiring, advancement, or continuation of employment.

ARTICLE 2 - UNION SECURITY

- 2.01 The Employer agrees to deduct from the wages of all employees in the bargaining unit, starting on the first day, an amount equal to the dues as prescribed by the Union. The Employer shall remit this amount to the Union Office monthly, not later than the fifteen (15) day of the month following the month for which such deduction is made.
- 2.02 The Employer shall provide with the remittance an alphabetic list of all employees specifying the amount deducted for each employee, names, addresses, telephone numbers, SIN number, classifications, employment status, (full-time and part-time) seniority, date of change of status if applicable and their rate of pay. The Employer may provide this information electronically or on computer disk if requested by the Union.
- 2.03 The Union shall notify the Employer in writing thirty (30) days in advance of any change in the amount of Union dues and such notification shall be the Company's conclusive authority to make the deductions specified.
- 2.04 The Employer agrees to record the total dues deduction paid by each employee for the previous calendar year on his/her T4 Income Taxform.
- 2.05 At the Union's request, the Employer may allow the Union to review payroll records, schedules, sign-in sheets and any other information reasonably required to satisfy the Union that dues and initiation fees are being deducted correctly at a time mutually agreed upon.
- 2.06 The Employer agrees to comply with the Union's request for separate cheques and records for each of the Union's funds."
- 2.07 The Employer acknowledges that Union dues being remitted are the property of the Union, and not the Employer.

2.09 The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

2.10 No Side Agreement

The Employer and the Union agree that no officers of the employer or employees may enter into any contract inconsistent with this Agreement. Any amendment or changes as outline in this Agreement during its term shall be incorporated only by mutual consent. It is agreed by the Employer and the Union that this paragraph also *covers* working conditions, so long as it does not prevent the employer from maintaining an adequate and qualified work force, or infringe on the Management Rights clause as spelled out in this Agreement.

ARTICLE 3 - NO STRIKES OR LOCKOUTS

3.01 The Company agrees that during the life of this Agreement, it will not cause or direct any lockout of its **employees**. The Union agrees during the life of the Agreement, **that** there will be no strikes or other collective action which will stop or interfere with production of services, and that if any such collective action should be taken, it will instruct its members to carry out the provisions of the Agreement and to return to work and perform their duties in the usual manner.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the Management of the operation and direction of the work force are fixed exclusively in the Company, unless otherwise altered by the terms of this Collective Agreement, and without restricting the generality of the foregoing; the Union acknowledges and recognizes that it is the exclusive function of the Company:

- a) the right to maintain order, discipline and efficiency; to make, alter, and enforce reasonable rules and regulations, policies and practices, to be obeyed by the employees; to discipline and discharge employees for just cause who have completed their probationary period as provided hereinafter, and to discipline and discharge employees who have not completed their probationary period; by applying a lesser standard than applied to full time and part time employees as long as the Company has not acted arbitrarily or in bad faith in the aforementioned matter;

- b) the right to select, hire, and control the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall, suspend and retire employees; to plan, direct and control operations; to select and retain employees for positions excluded from the bargaining unit and- to transfer employees into the bargaining unit; when employees are transferred back into the bargaining unit it shall be by the parties mutual consent;
- c) the right to operate and maintain the enterprise in order to satisfy its commitments and responsibilities, the right to determine the location of operations and their expansion or curtailment, the direction of the work forces, the scheduling of operations, the sub-contracting of work, the number of shifts, the methods, and quantity standards, the right to use improved methods and equipment, the right to decide on the number of employees needed by the Company at any time, the number of hours to be worked, starting and quitting times; and generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company;
- d) the sole and exclusive jurisdiction over all operations, buildings, equipment and employees shall be vested in the Company.

4.02 The Union acknowledges and agrees that voluntary help from the active membership of the Legion's Ladies' Auxiliary may be used at any internal branch function, organized for the exclusive participation of members and guests, or where no charge for the function is levied, provided that this does not affect the regularly scheduled work of bargaining unit employees.

4.03 It is agreed and understood by both parties, that the terms and conditions of this Agreement will not conflict with the obligations of its members to the constitution and by-laws of the Royal Canadian Legion Branch No. 163.

ARTICLE 5 - UNION COMMITTEES AND STEWARDS

5.01 The Company recognizes the right of the Union to appoint or otherwise select from amongst those employees, who have completed three (3) months of employment, and who are covered by this Agreement, two (2) stewards, whose responsibility shall be to assist employees in preparing and presenting grievances in accordance with the grievance procedure.

5.02 The Company recognizes that the function of the steward is to investigate grievances and to present grievances as provided for in this Agreement.

The Union acknowledges and agrees that a steward is employed to provide work for the company, and that he shall not leave work during working hours to perform his duties under the grievance procedure of this Agreement, without first obtaining the permission of his supervisor, which permission will not be unreasonably withheld.

Providing the stewards absence does not unreasonably interfere with the efficient operation of the Company, the steward shall not suffer any loss of pay during working hours for time necessarily spent while processing grievances, under the grievance procedure up to and including all steps prior to arbitration but not arbitration.

5.03 The Company recognizes that the Union has the right to appoint or to otherwise select a negotiating committee consisting of the Union Stewards or not more than two (2) employees at the time of negotiations.

5.04 The Union agrees that no Union member or representative will conduct any Union activities on the premises of the Company without the exclusive permission of the bar manager. Such permission shall not be unreasonably withheld. Where a Union Official or representative wishes to visit the premises of the company, the official or representative shall obtain the permission upon arrival of the bar manager or his designate, such permission shall not be unreasonably withheld. While on the premises of the Company, the Union official or **Representative** shall not **conduct** himself in such a way as to **disrupt** the operation of the business.

ARTICLE 6 - AMENDMENTS

6.01 Any amendments to this Agreement during its current term shall only be incorporated by mutual consent of the Union and the Company.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 A "grievance" shall mean a complaint or claim concerning the improper discipline or discharge, or a dispute with reference to the interpretation, application, administration, or alleged violation of this Agreement.

7.02 The Company and the Union agree that the designated grievance procedure, as herein set forth, shall serve as and constitute the sole and exclusive means to be utilized by the grievor with a prompt disposition, decision, and final settlement of the grievance arising in respect of the interpretation, application, administration, or alleged violation of this Agreement, and the specifically designated grievance procedure shall be strictly followed. Whenever the term "grievance procedure" is used in this Agreement, it shall be considered as including the arbitration procedure.

7.03 The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company, in writing, at Step No. 2 of the grievance procedure within the time limits as contemplated in Article 7.04 hereof.

7.04 As it is the mutual desire of the Company and the Union that grievances of employees shall be dealt with in the following manner:

Step No. 1: It is understood that an employee has no grievance until he has first given the Bar Chairman an opportunity to adjust his complaint. He shall discuss it with the Bargain Chairman within five (5) days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, the grievance may be taken to Step No. 2 as hereinafter contemplated within **five (5)** days following the decision of the Bar Chairman;

Step No. 2: The grievance must be submitted in writing by the employee within five (5) days after the Bar Chairman's decision is given or deemed to be given as hereinafter provided. Such written notice shall be given to the President of the Branch, who will undertake to arrange a meeting within five (5) days after receipt of the notice, at which meeting the grieved employee, the Union Steward, and the Business Representative of the Local Union may be present. It is understood that the President shall have assistance as he may desire at that meeting. The decision of the President shall be delivered in writing within three (3) days after the said meeting has been completed.

Step No. 3: At the conclusion of Step No. 2 in the time allotted therein, grievances may be referred to arbitration if a satisfactory resolution thereof has not been made, by either the Company or the Union.

If no request for arbitration is received within twenty (20) days after the expiry of the time set out in Step No. 2 of the grievance procedure, the grievance shall be deemed to be abandoned, and the same grievance shall not be the subject of a further grievance.

7.05 Where no written decision has been given within the time limits specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

7.06 A policy grievance arising directly between the Company and, the Union shall be originated under Step No. 2 within ten (10) days of the circumstances giving rise to the complaint having originated or occurred. It is understood, however, that this section shall not be used to bypass the regular grievance procedure.

7.07 Time limits may be extended by the mutual agreement of the parties.

- 7.08 No adjustment effected under the grievance procedure or arbitration procedure shall be made retroactive beyond the date of the original grievance being filed. This paragraph does not apply to discharge or discipline grievances. This paragraph shall not restrict any adjustment of clerical errors made in the computation of pay.
- 7.09 A grievance which has been disposed of pursuant to the grievance provisions of this Agreement shall not again be made the subject matter of another grievance at any steps in the proceedings, unless the alleged violation is similar in nature, and provided that the grieving is based upon a new factual situation.

ARTICLE 8 - DISCHARGE GRIEVANCE

- 8.01 The Union recognizes that probationary employees during a probationary period, are under the scrutiny and observation of the Company in order to determining their capabilities. As such, the Union agrees that the Company, in discharging probationary employees, has the right to do so without cause.
- 8.02 A claim by an employee who has completed his probationary period that he was discharged or disciplined without cause shall be treated as a grievance if a written statement of such grievance is lodged with the Company as indicated in Ste-1 No. 2 within five (5) days after the employee is discharged_ Such special grievance may be settled by the conferring parties under the grievance procedure or by arbitration.
- 8.03 When an employee has been discharged, he shall be allowed to confer with his Shop Steward for a reasonable length of time before leaving the Company's premises.

ARTICLE 9 - ARBITRATION

- 9.01 In the event that no accord is reached through the procedure herein provided in Article 8, the parties shall endeavour to agree upon a single Arbitrator to whom the grievance or grievances shall be referred for settlement.
- 9.02 In the event of failure to agree, after twenty (20) days, either party can request the appointment of an Arbitrator by the Office of Arbitration for the Province of Ontario. The Arbitrator will hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon the Company and any employee affected by it.
- 9.03 The Arbitrator shall not be authorized to make any decision that is contrary to or inconsistent with the provisions of the Agreement. The decision of the Arbitrator shall be binding on both parties.

- 9.04 The compensation and expenses of the Arbitrator shall, in all cases, be borne equally by the Company and the Union.
- 9.05 It is expressly understood that the Arbitrator shall not have jurisdiction to award interest on any monies payable by virtue of their award.
- 9.06 For the purposes of Articles 9, 10 and 11, the work "days" shall not include Saturdays, Sundays, or holidays.

ARTICLE 10 - SENIORITY

- 10.01 Seniority for full time employees will be on the basis of continuous service with the Company. Any employee will be considered on probation until he has worked for the Company for thirty (30) working days, or such longer period as may be mutually agreed to between the Company and the Union. His seniority shall then date to the date of hiring.
- 10.02 A part time employee will be on probation and will not have any seniority standing with the Company until he has completed thirty (30) shifts or twelve (12) months, whichever comes first. Upon the successful completion of the probationary period as specified herein, the part time employee's seniority shall date back to the date of hire, and will continue to accumulate on a daily basis for all days worked and not by calendar year, to the extent that two hundred and sixty (260) working days shall be equivalent to one (1) year's seniority.
- 10.03 Seniority lists shall be prepared for both full time and part time employees, and posted by the Company annually or upon any change to the list. The Company shall also supply a copy of such list to each steward and the Local Union Representative.
- 10.04 In the case of promotion of employees, and increase or decrease of the work force, the following factors shall be considered:
- a) skill, competence and customer service;
 - b) seniority.

When in the judgment of the Company, which will not be exercised in an arbitrary or unfairly discriminatory manner, the qualifications in factor (a) are relatively equal, seniority shall govern.

- 10.05 It is agreed and understood that in the case of layoff the following procedures shall apply:
- a) employees on probation shall be laid off first;

- b) part time employees shall be laid off next, on the basis of reverse seniority;
- c) full time employees shall be laid off last, on the basis of reverse seniority;
- d) in the even of recall, the reverse order as to a, b, and c shall apply.

10.06 It is agreed and understood that any employee who moves from the full time unit to the part time unit or vice versa, shall maintain their respective seniority as accumulated at the time of transfer.

ARTICLE 11 - LOSS OF SENIORITY

11.01 Seniority status, once acquired, will be lost, and the employee shall be deemed to be terminated for the following reasons:

- a) voluntary resignation;
- b) discharge for just cause;
- c) if for a period of nine (9) consecutive months, the employee does not perform any work for the Company;
- d) if he retires or is retired;
- e) if the employee's employment is terminated because of incapacity and not reinstated through the grievance and arbitration procedure;
- f) if the employee has been laid off and has refused or fails to return to work within seven (7) days of the receipt of the notice of recall, which shall be in writing, sent by registered mail, addressed to the last known address, according to the address form supplied to the Company by the employee;
- g) absence from work without leave of absence being granted by the Company, or without the Company being provided with an explanation satisfactory to it for an absence of three (3) working days or more.

ARTICLE 12 - JOB POSTING

12.01 When a new and permanent position is created, or if an existing permanent position becomes vacant within the bargaining unit, and the Company decides to fill the position, employees will be given an opportunity to apply. Notice of such vacancy will be posted.

Employees wishing to be considered for the position shall make application in writing, within three (3) days of the posting of the vacancy notice. Employees will be selected to fill the vacancies in the manner provided for in Article 10 "Seniority".

- 12.02 If there are no applications, the Company may fill the position in such manner as it sees fit.

ARTICLE 13 - UNION MANAGEMENT MEETING

- 13.01 Joint meetings of representatives of the Company and the Union may be held periodically, to review and study the relationships. For information purposes, the results of all meetings will be reduced to writing by the party requesting the meeting and copies will be provided to either the Union or the Company as the case may be.
- 13.02 Requests for such meetings will be made by letter, which will contain an agenda of the matters to be discussed. Union requests for meetings will be made to the Bar Manager. Company requests for meetings will be made to the Union Representative. The meetings will be held at a suitable location.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 Leave of absence, without pay, for legitimate, personal reasons, may be granted by the company upon receipt of a request in writing, which should be given at least two (2) weeks, except in cases of emergency, prior to the commencement of the leave. The granting or refusal of all such leaves of absence shall be at the discretion of the Company. All refusals shall be made in writing within (7) days of the receipt of the request with the reasons specified for the denial.
- 14.02 All persons who are granted such leave of absence shall not be considered to be laid off, and his or her seniority shall continue to accumulate during his or her absence. Such leave of absence shall not be in excess of three (3) months.
- 14.03 It is understood that employees on leave of absence will not use the time granted for purposes other than declared in their request for such leave. Employees on leave of absence will not engage in gainful employment while on such leave of absence, or alternatively, uses the time for purposes other than for which it was granted, he shall forfeit all seniority rights and privileges contained in this Agreement, and shall be terminated.
- 14.04 Where any leave of absence granted by the Company is to exceed four (4) weeks, or an employee is laid off, or is on compensation:

- a) the Company will not make any payments toward any other benefits found herein;
- b) Provide for benefits to be borne by the Company for employees on sick leave due to compensable injury or illness in accordance with the requirements of the *Workplace Safety and Insurance Act 1997*.

14.05 The employee may, however, continue any other benefits found herein, by providing the cost of the premium to the Company, who will make payment to the carrier.

14.06 Union Leave

The Employer may grant to an employee who has been appointed, elected or hired to a full-time or temporary position with the Union an unpaid leave of absence for a cumulative period of up to twelve (12) months. And such request shall not be unreasonably denied and may be extended upon request from the Union. Upon the conclusion of the leave of absence, such employee shall be entitled to return to their position in the bargaining unit, with no loss of seniority or service during the leave of absence.

ARTICLE 15 - BEREAVEMENT LEAVE

15.01 In the event of the death of a member of the employee's family, (family to be limited to spouse or common-law wife, common-law husband, son, daughter, mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, current sister-in-law, brother-in-law) upon request for bereavement leave, the employee shall be granted up to five (5) consecutive calendar days off, from the date of death to make arrangements for and to attend the funeral and/or ceremony. The employee shall be paid for shifts in those five (5) days for which he is scheduled to work.

15.02 If the bereavement leave referred to in this Article coincides with vacation or other days in which the employee would not normally work, no payment will be made by the Company.

ARTICLE 16 - JURY DUTY

16.01 If an employee is required to serve as a juror or witness in any Court of Law, he shall not suffer loss of pay because of such services, provided that the amount paid to him for such service is promptly repaid by him to the Company, except meal and travel allowance. The employee must present proof of service, and shall notify his supervisor immediately upon his receipt of notification that he will be required to attend court as a juror or witness. This does not apply to part-time employees.

ARTICLE 17 - PARENTAL/COMPASSIONATE LEAVE

17.01 The Company will grant leave of absence without pay to an employee in accordance with the provisions of *The Employment Standards Act (Ontario)*.

ARTICLE 18 - BULLETIN BOARD

18.01 The Company will provide a bulletin board in a mutually satisfactory location on the premises for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the Local Union and submitted to the Bar Chairman or his/her authorized representative for approval before being posted, such approval shall not be unreasonably denied.

ARTICLE 19 - HOURS OF WORK AND OVERTIME

19.01 It is mutually understood that the statement of the regular hours of work herein; is not a guarantee that work will be provided nor that the hours of work will not be changed.

19.02 The normal work week will be forty(40) hours.

19.03 Overtime shall only be earned by an employee for each hour or part thereof, worked in excess of forty (40) hours per week. The Company agrees that overtime shall be paid at the rate of one-and-a-half times the regular hourly rate for all time worked in excess of forty (40) hours per week.

19.04 Each employee must obtain from the Bar Chairman, authorization in advance, where possible, of his or her overtime work, before overtime money will be paid.

19.05 When an employee is unable to have a rest period, the employer will compensate them for one-half (1/2) hour of work at their straight time rate. This only applies after the employee has worked five (5) consecutive hours, in accordance with *the Employment Standards Act of Ontario*, and is only applicable when the employee is working on the main bar in the clubroom or working upstairs alone.

ARTICLE 20 - OTHER WORKING CONDITIONS

20.01 No allowance will be made for the time on the time records prior to the regular starting time, without authorization by the Bar Chairman, unless the Bar Chairman's authorization is secured on each occasion, the additional time shown on the time record at the commencement of the work period will be considered as time not worked.

20.02 An employee who reports for work at the regularly scheduled time for his shift, will be paid a minimum of four (4) hours pay, or given four (4) hours work, at his straight time hourly rate, unless notified by the Company prior to the employee reporting for work that he will not be required on that date. This Article shall not apply in the case of labour disputes, emergency (such as fire or power shortage) or employees returning to work without notice after absence.

Part time employees will be guaranteed three (3) hours Day, or given three (3) hours work at their straight time hourly rate, as per *Employment Standards Act*.

The Company will in its best efforts give eight (8) hours notice.

ARTICLE 21- VACATIONS

21.01 The Company recognizes the need for rest and recreation on the part of its employees. Since vacation are allowed as a period of change and rest for the general good of the employee, and the Company alike, continuous service without vacation but with extra compensation is not regarded as good for either the employee or the Company, and hence no employee may elect to receive pay in lieu of vacation.

21.02 Full time employees will be paid at the time of starting their vacation and all deductions usually made from the employee's earnings, will be made from their vacation pay.

21.03 All employees shall receive annual vacation as follows:

1. Employees with less than one (1) year of service will receive four percent (4%) of their earnings.
2. Employees with more than one (1) year of service but less than five (5) years of service shall receive two (2) weeks of vacation with pay calculated on the basis of four percent (4%) of their previous year's gross earnings.
3. Employees with more than five (5) years of service and less than ten (10) years of service shall receive three (3) weeks of vacation with pay calculated on the basis of six percent (6%) of their previous year's gross earnings.
4. Employees with more than ten (10) years of service and less than fifteen (15) years of service shall receive four (4) weeks of vacation with pay calculated on the basis of eight percent (8%) of their previous year's gross earnings.

5. Employees with more than fifteen (15) years of service and less than twenty (20) years of service shall receive five (5) weeks of vacation with pay calculated at ten percent (10%) of their previous year's gross earnings.
 6. Employees with more than twenty (20) years of service shall receive six (6) weeks of vacation with pay calculated at twelve percent (12%) of either previous year's gross earnings.
- 21.04 The vacation year is the period between the employee's anniversary dates.
- 21.05 The Company will schedule vacations in order of the employee's seniority. The final right to determine vacation time is vested in the Company. There shall be no carryover of vacation time from year to year, unless mutually agreed upon.
- 21.06 Part time employees with one year of service, but less than five (5) years of service, shall be entitled to four percent (4%) of gross earnings as vacation pay. Part time employees with five (5) years of service or more will be entitled to six percent (6%) of gross earnings as vacation pay. Accrued vacation money for part time employees shall be paid out on the third pay period in January of each year or upon termination of employment.

ARTICLE 22 - STATUTORY HOLIDAYS

- 22.01 a) A full time employee who has completed his probationary period and works the scheduled shifts immediately prior to or following the holiday, unless failure to work is due to verified illness or accident, such verification being satisfactory to the Company, shall be paid holiday pay at his or her regular hourly rate, for the number of hours equivalent to that employee's work day.
- b) A part time employee will receive compensation for the statutory holidays at the rate set out in the *Employment Standards Act* for the Province of Ontario, and will only receive such compensation as set out in the statute.
- 22.02 The statutory holidays are as follows:

New Year's Day	Good Friday
Dominion Day	Victoria Day
Labour Day	Civic Holiday
Christmas Day	Thanksgiving Day
Boxing Day	One Floater Holiday

Any employee that works between the hours of 5:00 p.m. and closing on New Year's Eve, shall be compensated at a rate of time and one half of their regular hourly rate.

- 22.03 Where a statutory holiday occurs during an employee's vacation, then the employee shall be entitled to one day's pay or one extra day's vacation, at the Company's discretion.
- 22.04 In the event that an employee is required to work on one of the statutory holidays named above, he shall receive time and-one-half (1 ½X) his regular rate of pay, for all hours worked in addition to his holiday pay.
- 22.05 Employees who are absent from work without just cause for a period in excess of fourteen (14) days, including the statutory holidays, shall not be entitled to statutory holiday pay.

ARTICLE 23 - JOB CLASSIFICATION

- 23.01 Should it become necessary to establish any new job classification during the lifetime of this Agreement, which cannot properly be placed in the existing classifications, it is agreed that the classification and the rate for such classification will be negotiated between the Company and the Union.

ARTICLE 24- HEALTH AND WELLNESS PLAN

- 24.01 The Employer will contribute to the **Unifor Millworkers Health and Wellness Plan** the following amount for each hour paid on behalf of each bargaining unit employee who has completed the probationary period and who is regularly scheduled to work twenty (20) hours or more per week **for the life of this agreement** \$2.21 per hour paid plus It is understood that hours paid include: holiday, vacations, maternity and parental leave, jury duty, bereavement leave, disability and sickness (both work and non-work related), and adjustments to pay cheques. **In** addition, the Employer will continue to make contributions on behalf of employees for the first month of an authorized leave of absence. For greater certainty, the Employer is responsible for any Provincial or Federal sales tax imposed on these contributions, and any such taxes are in addition to the above contribution rates.
- 24.02 **Payment of Contributions**
- All Health and Wellness payments shall be calculated from the first (1st) day of each month to the last day of each month, and shall be remitted and received by the **Unifor Millworkers Health and Wellness Plan** prior to the fifteenth (15th) day of the following month. The Employer will be responsible for loss of benefits to any employee because of any Employer's default action in payment.

24.03 Interest on Delinquent Contributions:

The Trustees of **Unifor Millworkers Health and Wellness Plan** may charge interest on contributions to **Unifor** which are overdue by more than **thirty (30)** days at the rate of the Scotia bank 30-day GIC rate on the first day of the month in question plus **two percent (2%)**, compounded monthly.

24.04 Plan Trustees: The **Unifor Millworkers Health and Wellness Trustees** will ensure that they act responsibly and prudently at all times.

24.05 New Benefits:

Upon a decision of the Trustees of the **Unifor Millworkers Health and Wellness Plan** to change or improve benefits, the Employer will cooperate with **the** Plan Administrator in the introduction of any new benefits to eligible member, or in the change of any benefits.

ARTICLE 25 - PENSION PLAN

25.01 The company agrees to contribute to **Unifor Millworkers Pension Plan** on behalf of all full time employees. Employer Contribution Increase **August 1, 2019 \$1.75 and August 1, 2020 \$1.85**. Employee Contribution **will increase August 1, 2019 to \$1.45 and August 1, 2020 \$1.55**.

ARTICLE 26- SCHEDULES OF WAGES

The employer will pay retroactive wages.

	Current	August 1, 2018	August 1, 2019	August 1, 2020
Senior Duty Steward (Full-time)	\$20.47			
Duty Steward (Full-time)	\$19.22	\$19.60	\$20.00	\$20.40
Bar Steward (Part-time) BASE RATE	\$14.17	\$14.45	\$14.74	\$15.03
Duty Steward (Part-time)	\$15.67	\$15.98	\$16.30	\$16.63

ARTICLE 27 - BANQUET GRATUITIES

27.01 The Company shall charge fifty dollars (\$50.00) per non-cash bar function to be paid to each participating bartender and will allow the tip jar to remain on the bar.

ARTICLE 28 - WOMEN'S ADVOCATE

28.01 Female employees may sometimes need to discuss matters such as violence or abuse at home or workplace harassment with another woman. They may also need to find out about specialized resources in the community such as counselors or other resources to assist them in dealing with these and other issues.

Unifor may appoint a Woman's Advocate from amongst the female bargaining unit employees who will meet with female members to discuss problems with them and refer them to the appropriate resources when necessary.

The Union will inform employees about the role of the Women's Advocate and providing contact information as to how the Women's Advocate can be contacted.

It is understood that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. When the company is considering disciplinary measures, the Parties agree that in the case of an employee who is in an abusive or violent personal situation, the circumstances surrounding the case will be taken into consideration, including adequate verification from a recognized professional (doctor, lawyer, professional counselor).

This will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

It is recognized that men sometimes find themselves in the same situations.

The Women's Advocate will be able to help any member in need regardless of their gender identity or expression.

The Parties acknowledge and agree that any time spent by an employee serving as the Women's Advocate will be unpaid.

ARTICLE 29 - UNIFOR PAID EDUCATION LEAVE (PEL)

29.01 The Company agrees to contribute one hundred dollars (\$100.00) effective the date of the first pay period closest to ratification to the Unifor Paid Education Leave fund.

ARTICLE 30 - TERM OF THE AGREEMENT

This Agreement shall be for a period commencing on August 1, **2018** and ending on July 31, **2021**, and thereafter from year to year, unless either party gives notice in writing to the other party, during the last ninety (90) days of the terms of this Agreement, of that party's intention to terminate or negotiate revisions hereto. Within the ninety (90) days prior to July 31, **2021**, the Union shall serve notice to the Company in order to negotiate revisions to the Collective Agreement regarding wages and **Unifor Millworkers Health and Wellness Plan**.

Dated at Hamilton, Ontario, this 12 day of May, 2019

For the Union,

For the Employer,

D McLaughlin

S Burns

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[Signature]

Jim Wood

LETTER OF UNDERSTANDING - Re: Dan McLaughlin

The Union and the employer agree that Dan McLaughlin will continue to operate as a part-time Senior Duty Steward and his wages will be redcircled as a Senior Duty Steward as per Article 26. The union and employer further agree the employer will contribute at minimum twenty (20) hours per week or more as per hours actually worked at two dollars and twenty-one cents (\$2.21) per hours paid plus to the Unifor Millworkers Health and Wellness Plan . It is understood that hours paid include: holidays , vacations, maternity and parental leave, jury duty, bereavement leave, disability and sickness (both work and non-work related), and adjustments to pay cheques.

JW/ kw :cope.343