

Collective Agreement

Between:



and

**Federated Co-operatives
Limited**



Effective Date: June 1, 2015

Expiry Date: May 31, 2019

Collective Agreement

Between:



and

**Federated Co-operatives
Limited**



Effective Date: June 1, 2015

Expiry Date: May 31, 2019

Name _____

Address _____

Telephone No. _____

Work Address _____

Work Telephone No. _____

Shop Steward _____

Telephone No. _____

Assistant Shop Steward _____

EMERGENCY PHONE NUMBERS

Police _____

Fire Department _____

Doctor _____

In case of emergency, please Inform:

Name _____

Address _____

Telephone No. _____

President's Message

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

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AGREEMENT BETWEEN:

FEDERATED CO-OPERATIVES LIMITED, hereinafter referred to as the "Co-operative",

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".

ARTICLE 1
PURPOSE

1

1.01 In consideration of the mutual value of joint discussions and negotiations on all matters pertaining to Co-operative-employee relations, the parties hereto agree that the purpose of this Agreement shall be to set forth terms and conditions of employment, relating to rates of pay, hours of work and other working conditions affecting the employees covered by this Agreement, and to provide for a means of settling disputes and grievances of such employees, and to promote an efficient operation and harmonious relations.

2

ARTICLE 2 **RECOGNITION**

2.01 The Co-operative agrees to recognize the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union, or its designated bargaining representatives, in any and all matters affecting the relationship between the Co-operative and the employees.

2.02 The Union recognizes the responsibility of its members to faithfully and diligently perform their respective duties for the Co-operative and to at all times carry out their individual responsibilities according to the regulations, methods and procedures established by management subject to the provisions of the Agreement.

3

ARTICLE 3 **SCOPE**

3.01 This Agreement shall cover all warehouse employees of Federated Co-operatives Limited in its places of business in the City of Winnipeg, except Operations Services Supervisors, persons above that level and those excluded by the Labour Relations Act.

3.02 The Co-operative shall provide the Union with a list containing the current names, Social

Insurance Numbers, addresses, telephone numbers, classifications and rates of pay of all bargaining unit employees, whenever a written request to do so is received from the Union.

ARTICLE 4 **CLARIFICATION OF TERMS**

4

4.01 **Full-time Employee**

A full-time employee shall be a person normally scheduled to work forty (40) hours per week consisting of either five (5) eight (8) hour work days or four (4) ten (10) hour work days, as described in Article 23 of this Agreement. Any employee who is full-time on May 31, **2015**, shall not be reduced to part-time by the Co-operative.

4.02 **Part-time Employee**

A part-time employee shall be a person hired to work up to forty (40) hours per week on a regular or irregular basis. No more than thirty-three (33%) percent of the total number of employees in the bargaining unit shall be employed on a part-time basis.

4.03 **Masculine or Feminine Gender**

Unless otherwise specifically stated, any provision in this Agreement which is expressed in

terms of the masculine shall, in its application to a female employee, be read with the necessary changes to express the feminine, and vice versa.

4.04 **Plural and Singular**

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

4.05 **Employee/Employees**

The word "employee" or "employees" shall mean any person or persons covered by this Agreement.

4.06 **Co-operative**

The word "Co-operative" will be construed as meaning the Employer, for the purpose of applying appropriate legislation.

4.07 **Department**

The word "department" whenever it is used in this Agreement shall be the same as the departments referred to in Appendix "B" of this Agreement.

ARTICLE 5
MANAGEMENT'S RIGHTS
AND FUNCTIONS

5

5.01 The management of the Co-operative and the direction of the working force, including the right to plan, direct and control operations; to maintain the discipline and efficiency of the employees and to require employees to observe Co-operative rules and regulations; to hire, layoff or assign employees' working hours; to suspend, transfer, promote, demote, discipline and discharge employees for the proper cause are to be the sole right and function of the management.

5.02 The Co-operative shall be the sole judge as to the merchandise to be handled in its operation.

5.03 The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The management, therefore, retains all rights not otherwise specifically covered in this Agreement.

5.04 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

5.05 The Co-operative has the right, after discussion with the Union, to terminate the

employment of any employee who may be unacceptable to the bonding company designated by the Co-operative.

5.06 In administering this Agreement, the Co-operative shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

5.07 In its dealings with the Co-operative under this agreement, the Union shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

6

ARTICLE 6 **UNION SECURITY**

6.01 The Co-operative agrees to retain in its employ within the bargaining unit as outlined in Article 3 of this Agreement, only members of the Union in good standing. The Co-operative shall be free to hire or rehire new employees who are not members of the Union, provided said non-members shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.

6.02 The Co-operative agrees to provide each new employee and rehired employee, at the time of employment, with a membership application form (**Exhibit One**) outlining to the employee his or her responsibility in regard to payment of union dues and initiation fee.

6.03 The Co-operative agrees to forward the membership application form, referred to in 6.02 above, duly completed, to the Union, within ten (10) calendar days from date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the form, the contents to be such that it is acceptable to the Co-operative.

6.04 The Co-operative agrees to provide the Union, once a month, with a list containing the names and Social Insurance Numbers of all employees who have terminated their employment during the previous month, and those hired or rehired during this same period.

ARTICLE 7 **DUES CHECK-OFF**

7

7.01 The Co-operative agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such union dues and initiation fees as are authorized by regular and proper vote of the membership of the Union. Monies deducted during any month shall be forwarded by the Co-operative to the Secretary-Treasurer of the Union

not later than three (3) weeks following the end of the month in which they were deducted and shall be accompanied by a written statement of the names and Social Insurance Numbers of the employees for whom the deductions were made and the amount of each deduction.

7.02 Each year the Co-operative will calculate the amount of union dues deducted from the employees' pay and shall indicate same on the T-4 slip for each employee no later than February 28th.

8

ARTICLE 8 **PROBATIONARY PERIOD**

8.01 All new full-time employees are on probation during their first ninety (90) calendar days of continuous employment. All new part-time employees are on probation during their first one thousand (1000) hours worked or paid of continuous employment. The Co-operative, at their discretion, may discharge any probationary employee within the above time limits and said employee shall have no recourse to the grievance and arbitration articles of the Agreement in respect to this discharge. Time lost by a probationary employee for personal or health reasons shall be added to the prescribed probationary period. Any employee who has successfully completed their probationary period will have their seniority date established from the date they first commenced employment in FCL Winnipeg.

ARTICLE 9 **SENIORITY**

9

9.01 Seniority for all employees shall be defined as the length of continuous service with the Co-operative.

9.02 Seniority shall accumulate during all paid and unpaid authorized leaves of absence except for layoffs and leave provided for in Article 18.10, where seniority shall be maintained but shall not accrue during the leave and/or layoff period.

9.03 All seniority rights shall be forfeited when:

- (a) An employee's services are terminated by the Co-operative and the employee is not reinstated through use of the grievance procedure.
- (b) An employee voluntarily leaves the service of the Co-operative.
- (c) An employee upon recall after layoff fails to report to work within thirty (30) calendar days of the recall notice.
- (d) An employee has been on continuous layoff for a period of twelve (12) months.

9.04 In matters concerning the reduction of an employee from full-time to part-time status, merit and ability being sufficient to handle the work to

be performed shall be the governing factor. Where merit and ability are comparable and sufficient then reverse order of seniority shall apply.

9.05 Any employee promoted to a position outside of the bargaining unit shall be on a trial period for a period of three (3) calendar months. If the employee is not successful in their new position, or if the employee decides to return to their former job within the bargaining unit, same will be allowed within the three (3) month period. Any employee who returns to the bargaining unit within the three (3) month period shall do so without loss of seniority and benefits.

9.06 Part-time employees shall have seniority only over other part-time employees. 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 who become full-time shall begin accumulating their full-time seniority at that time.

9.07 Preference in weekly available hours of work within a department for part-time employees shall be given to the most senior part-time employee first, and thereafter in decreasing order of seniority, providing the affected employee has the ability to do the normal requirements of the job and providing the employee is available and willing to work the additional hours.

9.08 The Co-operative will prepare and post in January of each year a list of the names of all employees showing their job classifications and seniority standing. Length of service with the Union shall also be shown. In case of a dispute as to authenticity of such lists, the Union shall have access to any necessary personnel records that may be required to establish an employee's seniority status.

9.09 Protest with regard to seniority standing must be submitted in writing within forty-five (45) days from the date seniority lists are posted. When proof of error is presented by an employee or the employee's representative or by the Co-operative, such error will be corrected and when so corrected, the agreed upon seniority date shall be final. The Co-operative will notify the Union and employee of any changes in seniority.

ARTICLE 10 **PROMOTIONS AND VACANCIES**

10

10.01 All permanent vacancies within the scope of this Agreement shall be posted on the bulletin board and employees shall be allowed **seven (7) calendar** days in which to make a written application for such vacancy.

10.02 All permanent new positions within the scope of this Agreement shall be posted on

the bulletin board and employees shall be allowed **seven (7) calendar** days in which to make a written application for this new position.

10.03 All permanent vacancies and all permanent new positions within the scope of this Agreement shall be filled within a reasonable period of time following completion of the **seven (7) calendar** days the vacancy and/or new position was posted for bids.

10.04 The employee who was awarded the position as outlined in Article 10.03 will start their new position within fourteen (14) calendar days of being awarded the position, or as mutually agreed between the employee and Employer.

10.05 An employee filling a new position or vacancy described in Articles 10.01 and 10.02 above shall be on a trial period of forty-five (45) calendar days. If the employee is required to revert to their former position or if the employee voluntarily decides to revert to their former position during this forty-five (45) calendar day trial period, said employee shall be entitled to do so without any loss of benefits and seniority and shall receive their former rate of pay.

If a new position or vacancy once again becomes available due to an employee reverting to their former position, the new position or vacancy will be offered to employees who applied for the original posting.

10.06 Vacancies and new positions shall be filled on the basis of qualifications, ability and seniority. Where qualifications and ability are comparable and sufficient, the senior applicant will be selected.

10.07 The Co-operative shall advise the Union of the names of all employees within the scope of this Agreement who apply for a posted job.

10.08 No employee shall suffer any reduction in their position through another employee being transferred into the warehouse for training purposes.

10.09 Employees who are going to be absent from their place of employment may, prior to their leaving, apply for specific job vacancies that might occur during their absence, on forms provided by the Co-operative.

ARTICLE 11 **LAYOFFS AND RECALLS**

11

11.01 When reducing staff, senior employees shall be retained, qualifications and ability being sufficient to handle the job to be filled. Employees laid off shall be returned to service in order of seniority, qualifications and ability being sufficient to handle the job to be filled.

11.02 The Co-operative shall give all employees written notice, or pay in lieu of notice, in case of layoff or discharge except for just cause, as follows:

- (a) up to two (2) years of service - one (1) week's written notice or pay in lieu of notice;
- (b) after two (2) years of service and up to five (5) years of service - two (2) weeks' written notice or pay in lieu of notice;
- (c) after five (5) years of service - three (3) weeks' written notice or pay in lieu of notice.

11.03 No full-time employee shall be laid off unless all part-time employees have been laid off first.

11.04 Employees recalled to work after a layoff shall be notified by telephone or registered mail and shall return to work within fourteen (14) days of the notification. The Union shall be informed of the names of employees being recalled.

11.05 Each employee on layoff shall indicate their availability for permanent and/or temporary recall on forms provided by the Co-operative. Employees who are to be temporarily recalled to work after a layoff shall be notified by phone at least one (1) day prior to the temporary recall. Employees shall inform the Co-operative by phone of their acceptance of the temporary recall. Employees who fail to return to work on a temporary recall after indicating that they would return to work under such circumstances, shall

forfeit any future right to temporary recalls. The Union shall be informed of the names of employees being temporarily recalled.

11.06 It is agreed that for the employees to benefit from this Article 11, they must leave their current address and telephone number with the Co-operative.

ARTICLE 12 **NOTICE BOARDS**

12

12.01 The Co-operative shall allow the Union to furnish and install its own notice boards in suitable locations mutually agreed upon by the parties and accessible to the employees, for the purpose of allowing the Union to post notices concerning matters that are of interest to the Union.

ARTICLE 13 **STRIKES AND LOCKOUTS**

13

13.01 During the life 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 Co-operative.

ARTICLE 14

GRIEVANCE PROCEDURE

14.01 Any complaint, disagreement or difference of opinion between the Co-operative, the Union or the employees covered by this Agreement, which concerns the interpretation, application or alleged violation of the terms and provisions of this Agreement, may be presented as a grievance.

14.02 Any employee, the Union, or the Co-operative may present a grievance. Any grievance which is not presented in writing within twenty-one (21) calendar days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party.

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

- (a) By a discussion between the Shop Steward and/or Union Representative (with the aggrieved employee present or absent at their option) and the immediate supervisor and/or Warehouse Manager.
- (b) Should the grievance not be resolved in accordance with the provisions set out in sub-article (a) above, then the grievance shall be submitted in writing in accordance with the provisions contained in Article 14.02 above. The grievance shall clearly

set forth the issues and contentions of the aggrieved party. The grievance shall be dealt with at a meeting that shall take place between the Shop Steward and/or Union Representative (with the aggrieved employee present or absent at their option) and the Logistics Director and/or the Human Resources Manager and/or the FCL **Labour** Relations Manager. This meeting shall take place within fourteen (14) calendar days following the date on which the grievance was filed in writing or at such other time as may be mutually agreed to between the Co-operative and the Union. One of the above mentioned Co-operative representatives shall render a written decision on any grievance initiated by any employee or the Union, within fourteen (14) calendar days following the date on which the meeting occurs. A full-time Union Representative shall render a written decision on any grievance initiated by the Co-operative, within fourteen (14) calendar days following the date on which the meeting occurs.

- (c) Should the grievance not be resolved in accordance with the provisions set out in subarticle (b) above, then upon request of either party, but not later than thirty (30) calendar days following the receipt of the written decision referred to in subarticle (b) above, the matter shall be referred to an arbitrator, selected in accordance with Article 15.

14.04 All meetings with regard to grievances shall be dealt with during working hours and no employee or employees representing the Union shall suffer loss of pay by reason of time spent investigating grievances or in discussion of same with representatives of the Co-operative.

14.05 After the completion of any step in 14.03, if the aggrieved party does not proceed to the next step within the specified time limits, the grievance shall lapse. The time limits may be expanded by mutual agreement of the parties.

14.06 The Co-operative 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 his or her suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Co-operative and the Union. Unless otherwise mutually agreed to between the Co-operative and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

ARTICLE 15 **ARBITRATION**

15

15.01 The Co-operative and the Union shall attempt to agree upon the appointment of an arbitrator to hear and determine the matters in dispute. If agreement cannot be reached within ten (10) calendar days in respect of the selection of an arbitrator, the matter shall be referred to the Manitoba Labour Board, who shall appoint an arbitrator.

15.02 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.

15.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as deemed essential to a full understanding and determination of the issues involved.

15.04 The decision of the arbitrator shall be final and binding upon all parties concerned. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement. It is distinctly understood that the arbitrator is not vested with the power to change, modify or alter this Agreement in any of its parts. The arbitrator may, however, interpret

the provisions of this Agreement on all arbitrable matters. The arbitrator shall endeavour to hand down a decision within thirty (30) calendar days of the hearing.

15.05 The cost of the arbitrator shall be shared equally by the Union and the Co-operative. The Union and the Co-operative shall each pay their own other costs.

16

ARTICLE 16 **SHOP STEWARDS**

16.01 The Co-operative agrees to recognize up to five (5) Union Shop Stewards appointed and/or elected by the Union for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and/or grievances to management.

16.02 The Co-operative agrees that the Union may have the assistance of a Shop Steward in any discussions that take place between the parties to the Agreement. Time spent by said Shop Steward in attendance at such discussions during regular working hours, shall be considered as time worked.

16.03 The Union shall provide the Co-operative with the names of the Shop Stewards, in writing, and of any changes that may occur from time to time.

ARTICLE 17 **DISCIPLINE/DISCHARGE**

17

17.01 Employees who have completed their probationary period shall not be penalized, nor shall they be laid off, recalled, promoted, demoted, transferred or discharged until the Union and Human Resources Department have been notified in writing of the name or names of the persons affected at least two (2) working days prior to such action being taken. The above does not apply when there is cause for suspension or immediate dismissal.

17.02 Employees shall have the right to have a Shop Steward present when they are receiving a written reprimand that is to be entered into their personnel file, or when being suspended or dismissed.

17.03 All disciplinary meetings shall be held in private and shall take place in a location on the Co-operative's premises.

17.04 The affected employee, the Shop Steward who is involved, and the Union shall be given a copy of any written reprimands and of any letters informing the employee of suspensions or discharge. A copy will be **emailed** to the **Union Representative**.

17.05 Should an employee inadvertently or otherwise be penalized or laid off, recalled,

not recalled, promoted, demoted, transferred, or discharged, and it is later established that such penalty or layoff, recall, failure to recall, promotion, demotion, transfer or discharge was unfair, or not in accordance with the provisions of this Agreement, the employee shall immediately be returned to their former status in all respects, and shall receive pay for the time lost following such action in an amount sufficient to make up the difference between any monies received by that employee from other sources and their regular pay.

17.06 The Co-operative agrees that any written disciplinary notices shall be removed from the employee's personnel file after twenty-four (24) months from the date of issue except in cases involving violence in the workplace or harassment. This time period of twenty-four (24) months shall not include periods of layoffs, periods of leaves of absence or periods of disciplinary suspensions.

It is understood that should any employee receive a written discipline for the same or similar offence during said twenty-four (24) month period, the employee will then be required to wait a further twenty-four (24) months before such written discipline is removed from his or her personnel file.

17.07 Employees may view their own personnel file in a place designated by the Human Resources Department. Employees must review their personnel file during their meal or rest periods or on their own time.

ARTICLE 18 **LEAVES OF ABSENCE**

18

18.01 **Negotiation Leave**

The Co-operative will recognize a Union Negotiating Committee with a maximum of four (4) Shop Stewards who shall be granted leaves of absence without pay for the purposes of attending negotiations for the renewal of the Collective Bargaining Agreement.

18.02 **Union Leave**

One (1) employee, elected or appointed, as a full-time representative of the Union, shall be granted a leave of absence without pay while so engaged. This leave of absence shall not exceed six (6) months unless it is mutually agreed that a further six (6) months' leave can be granted. Thirty (30) days' notice of application for such leave shall be given to the Co-operative.

18.03 **Convention/Business/Education/Conference/Seminar Leave**

If an employee is elected or appointed as an official delegate to attend conventions, business meetings, education courses, conferences or seminars, in connection with the affairs of the Union, said employee shall with due regard for the staff requirements of the Co-operative, on giving

the Co-operative at least three (3) days' notice, be granted leave of absence without pay, to attend such conventions, meetings, courses, conferences or seminars. The Co-operative reserves the right to limit the number of delegates who may be away at any one time to three (3).

18.04 When an employee requests time off as per Articles 18.01 and 18.03, the Co-operative will pay an employee on such leaves as if they had been at work and the Union agrees to reimburse the Co-operative for any payments in regard to wages and benefits paid to the employee during such leaves.

18.05 **Pressing Emergency/Funeral Leave**

A special leave of absence with pay shall be granted up to a maximum of ten (10) working days in cases of pressing emergency. Pressing emergency shall be confined to cases of serious sickness, death or accident to the immediate family of the employee. Immediate family refers to spouse, common law spouse, child, step-child, brother, sister, parent, step-parent, mother-in-law, and father-in-law of the employee.

A one (1) day leave of absence with pay shall be granted to employees so they may attend the funeral of a grandparent, spouse's grandparent, brother-in-law, sister-in-law, or grandchild. One (1) additional day's leave with pay shall be granted an employee in order to attend a funeral outside a radius of one hundred (100) kilometres of the City of Winnipeg.

It is understood that part-time employees' entitlements will be based on the number of hours they would normally have been scheduled to work on those days.

The Co-operative shall grant one (1) day off without pay to any employee who acts as a pallbearer at a funeral.

18.06 **Compassionate Care Leave**

An employee who has been employed for at least thirty (30) days is entitled to an unpaid compassionate care leave of up to eight (8) weeks to provide care or support to a seriously ill family member. The employee must also provide a medical certificate stating that the eligible family member has a serious medical condition with a “significant risk of death within twenty-six (26) weeks”, and that the family member requires care or support from one or more family members, as defined by Employment Standards Code.

18.07 **Personal Leave**

A personal leave of absence without pay for periods of up to one (1) calendar week may be granted to employees who request same and who have two (2) years or more of service with the Co-operative. Application for said leave shall be made in writing to the Logistics Director of the Co-operative, or his designate. The granting of such leave shall not be unreasonably withheld.

18.08 **Jury Duty Leave/Witness Leave**

Employees summoned to jury duty or subpoenaed as a witness in court shall be paid wages amounting to the difference between the amount paid them for jury or witness service and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from jury or witness duty for the rest of that day or days and does not report back to work, or if the jury or witness duty occurs on the employee's scheduled day off.

18.09 **Short Term Leave**

A leave of absence without pay for periods not longer than one (1) day may be granted when mutually agreed to by the employee and the manager concerned.

18.10 **Educational Upgrading/Training Leave**

Upon completion of two (2) years' service, an employee shall be entitled to one (1) year's leave of absence without pay, for the purpose of obtaining educational upgrading or training, at courses approved by FCL. An employee granted leave under this article may be required to remain in the service of the Co-operative for one (1) year after the completion of the leave of absence. The number of employees entitled to this type of leave of absence may be limited to two (2) at any one (1) time with no more than one (1) from any one (1) department. Employees shall

be required to give a minimum of one (1) month's written notice to the Co-operative prior to the requested starting date for the leave and shall provide at least one (1) months' notice in advance of the date the employee wishes to return to work.

18.11 **Maternity Leave**

A female employee who has completed her probationary period shall be granted a maternity leave of absence by the Co-operative. Said employee shall be re-employed by the Co-operative after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave. Where possible, the employee should make application for such leave at least four (4) weeks prior to the day specified by the employee in the application as the day on which she intends to commence such leave. Such application must be accompanied by a certificate from a qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

Where an employee intends to return to work immediately following her maternity leave she must give the Co-operative a minimum of four (4) weeks' written notice in advance of the day she intends to return to work. As well, she must provide the Co-operative with a doctor's certificate, certifying her to be medically fit to work.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve

(12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

Benefits will not accumulate or be paid during maternity leave, but benefits accumulated prior to said leave shall be retained.

18.12 **Parental Leave**

(A) **Entitlements**

Every employee

- (a) who,
 - (i) in the case of a female employee, becomes the natural mother of a child,
 - (ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
 - (iii) adopts a child under the law of a province; and
- (b) who has completed seven (7) consecutive months of employment; and
- (c) who submits to the Co-operative an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

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

(B) **Commencement of Leave**

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

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

When an application for parental leave under subarticle (A) above is not made in accordance with subarticle (c), the employee is nonetheless entitled to, and upon application to the Co-operative 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 in the position occupied at the time such leave commenced.

(E) Benefits provided for in this article are in addition to any and all maternity leave benefits that are available to an employee.

(F) Benefits will not accumulate or be paid during parental leave, but benefits accumulated prior to said leave shall be retained.

18.13 **Maintenance of Benefits**

The maintenance of employee benefit plans, during an unpaid leave of absence which exceeds two (2) weeks, shall be conditional on the by-laws of the plans concerned and upon payment of the full premium cost by the employee.

18.14 **Request for Leave**

All requests for leave of absence shall be made in writing to the Department Manager with a copy to the Human Resources Department and the Union.

ARTICLE 19 **GENERAL HOLIDAYS**

19

19.01 The following days shall be considered holidays for which there shall be no deductions of pay:

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

and any other days proclaimed as holidays by Federal, Provincial or Civic authorities.

19.02 The general holidays referred to in Article 19.01 above shall be observed on days other than the calendar date when so proclaimed by the Federal, Provincial or Civic authorities.

19.03 Where an employee works on a holiday, the employee shall be paid one (1) day's pay at their regular rate of wages and in addition, one and one-half (1½) times their regular rate of wages for the first four (4) hours worked on the holiday and double (2) time thereafter. It is understood that the date on the employee's time card will determine if the employee is working on the general holiday. The employee shall have the choice to be paid out the statutory holiday pay or book this time to be taken as time off within one (1) year of earning the statutory holiday pay.

19.04 Where a holiday falls on a full-time employee's regularly assigned day of rest, the following day will be observed as the paid holiday. The day of rest referred to above is to be the second day off.

Should any holiday fall on a full-time employee's scheduled day off other than their day of rest, the employee shall have the option of taking eight (8) hours' additional pay or an extra day off with pay. In the latter event, the additional day off with pay shall be taken at a time that is mutually agreed to between the Co-operative and the employee and shall be taken within thirty (30) days following the holiday, or if the employee is unable to take the day off within thirty (30) days, it can be taken within the following twelve (12) months during non prime time.

19.05 Part-time employees shall receive general holiday pay based on one-fifth (1/5) of their average weekly hours being paid for each holiday, and calculated using the hours worked in the four (4) weeks immediately prior to said holiday.

19.06 In order for any employee to receive general holiday pay, the employee must have worked their full regular assigned weekly hours for the week in which holidays, a holiday, or portion of a holiday occur, except for bona fide illness. Vacation shall not disqualify an employee.

19.07 It is understood that an employee on leave of absence granted by the Co-operative, at the request of the employee, shall not qualify for general holidays with pay.

ARTICLE 20 **VACATIONS**

20

20.01 Vacations with pay at regular rates shall be granted to full-time employees on the following basis:

- (a) Three (3) weeks after one (1) years' service and after each subsequent year of service, up to eight (8) years of service.

Employees with less than one (1) years' service shall be entitled to one and one-quarter ($1\frac{1}{4}$) days of vacation with pay for each month of service up to April 30.

Employees becoming eligible for three (3) weeks' vacation shall have a two (2) week vacation plus one-half ($\frac{1}{2}$) day per month of service prior to April 30, up to a maximum of five (5) working days.

- (b) Four (4) weeks after eight (8) years' service and after each subsequent year of service up to thirteen (13) years of service.

Employees becoming eligible for four (4) weeks' vacation shall have a three (3) week vacation plus one-half ($\frac{1}{2}$) day per month of service prior to April 30, up to a maximum of five (5) working days.

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- (c) Five (5) weeks after thirteen (13) years' service and after each subsequent year of service up to eighteen (18) years of service. Employees becoming eligible for five (5) weeks' vacation shall have a four (4) week vacation plus one-half ($\frac{1}{2}$) day per month of service prior to April 30, up to a maximum of five (5) working days.
 - (d) Six (6) weeks after eighteen (18) years' service and after each subsequent year of service up to twenty-three (23) years of service. Employees becoming eligible for six (6) weeks' vacation shall have a five (5) week vacation plus one-half ($\frac{1}{2}$) day per month of service prior to April 30, up to a maximum of five (5) working days.
 - (e) Seven (7) weeks after twenty-three (23) years' service and after each subsequent year of service.

20.02 If a full-time employee is absent without pay for a period in excess of ten (10) weeks in any qualified period, said employee's vacation pay shall be computed on the basis of six (6%) percent, eight (8%) percent, ten (10%) percent, twelve (12%) percent, or fourteen (14%) percent, of total gross earnings, using whichever percentage amount is applicable.

20.03 Employees entitled to three (3), four (4), five (5), six (6), or seven (7) weeks' vacation and who leave their employment, or whose employment

is terminated, shall receive a vacation allowance in addition to all other amounts due, that is in an amount equal to six (6%) percent, eight (8%) percent, ten (10%) percent, twelve (12%) percent, or fourteen (14%) percent, as the case may be, of their total wages earned during the period of employment for which no vacation allowance has been paid.

20.04 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. The extra days' vacation with pay shall be taken at a time that is mutually agreeable to the employee and the Co-operative.

20.05 Vacation schedules will be issued in the month of February and shall be completed within **sixty (60)** days by the employees on a bargaining unit-wide basis, by seniority, approved by the Co-operative and posted by the Co-operative in places accessible to the employees. Seniority shall be the governing factor in the choice of vacation. A minimum of **nine (9)** bargaining unit employees shall be entitled to be on vacation at the same time. **Traffic Department and Maintenance Department employees, with the exception of Janitors, shall be excluded from this minimum amount.** Unless otherwise approved by the Co-operative, no more than one (1) person from the Traffic Department and one (1) person from the Maintenance Department shall be entitled to be on vacation at the same time. The process for scheduling vacations shall be as follows:

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- a) Eligible full-time employees will select two (2) weeks of vacation during the entire vacation year from May 1 to April 30. **For the purpose of this sub-Article, all full-time employees with twenty (23) years of seniority or more shall have the opportunity to select three (3) weeks of vacation during the first round of selection.**
 - b) After completing the first round of vacation selection, eligible full-time employees will select their remaining weeks of vacation.
 - c) After completing the second round of vacation selection, eligible part-time employees will select their weeks of vacation from the remaining unused vacation time.
 - d) Finally, after all full vacation weeks have been selected, employees will have the opportunity to select available individual days of vacation.

20.06 Employees who are ill, or disabled because of injury, during their scheduled vacations and, as a result, are hospitalized or confined to their homes by a physician for three (3) consecutive days or more, may elect to go on sick leave and in such cases shall have the number of days they were confined to home or in hospital while on vacation rescheduled without disruption to current vacation schedules. The Co-operative reserves the right to request a medical certificate in these situations. The Co-operative shall be notified by the employee as soon as reasonably

possible of the employee's decision to utilize the provisions contained in this article.

20.07 When mutually agreed upon between the Co-operative and the employee, an employee who is laid off may leave their vacation pay with the Co-operative for a period of up to one (1) year.

20.08 Part-time employees shall receive time off for vacation purposes based on the full-time employees' schedule of vacation entitlements.

20.09 Part-time employees shall receive vacation pay allowance each year based on their previous year's total wages earned during the period of May 1 to April 30 inclusive. Vacation pay entitlements for part-time employees shall be consistent with the applicable percentage of total wages earned that are given to full-time employees. Vacation pay for part-time employees will be retained by the Co-operative and paid to the employee during the regular pay period occurring while the employee is on vacation.

20.10 A part-time employee proceeding to full-time employment, shall be credited with the length of continuous service with the Co-operative as a part-time employee for the purpose of establishing full-time vacation credits. This is conditional on the employee's service being continuous from part-time to full-time.

ARTICLE 21

MEAL PERIODS/REST PERIODS

21.01 **Meal Periods**

- (a) A person working a daily shift of five (5) or more hours shall receive one (1) uninterrupted meal period of thirty (30) minutes without pay.
- (b) Times at which such meal periods are taken shall be scheduled by the Co-operative.

21.02 **Rest Periods**

- (a) A person working a daily shift of less than five (5) hours shall receive one (1) rest period with pay.
- (b) A person working a daily shift of five (5) but less than seven (7) hours shall receive one (1) uninterrupted rest period with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 21.01 above.
- (c) A person working a daily shift of seven (7) hours but not more than eight (8) hours shall receive two (2) uninterrupted rest periods with pay, which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 21.01 above.
- (d) A person working a daily shift of more than eight (8) hours shall receive three (3) uninterrupted rest periods with pay, which shall be in addition to the uninterrupted

meal period without pay that is provided for in Article 21.01 above.

- (e) A rest period scheduled by the Co-operative shall be fifteen (15) minutes' uninterrupted duration.

21.03 A twenty (20) minute paid meal period will be given for overtime assignments which are scheduled to exceed two (2) hours. An additional fifteen (15) minute paid rest period will be granted provided the overtime assignment exceeds two (2) hours.

21.04 Any employee who is required to work more than two (2) hours after the end of his or her regular shift, will be furnished with a hot meal provided by the Co-operative.

ARTICLE 22 **MINIMUM SHIFT**

22

22.01 No full-time employee shall be scheduled and/or called in to work for less than eight (8) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full eight (8) hours at his or her appropriate hourly rate of pay. Part-time employees shall not be scheduled and/or called in to work for less than four (4) hours in any one shift.

ARTICLE 23
HOURS OF WORK

23.01 Regular hours of work for full-time employees shall be considered to be forty (40) hours per week consisting of five (5) consecutive days of eight (8) hours each, from Monday to Friday, or Sunday to Thursday inclusive, except for employees working on an afternoon or night shift basis.

Notwithstanding the above, all part-time employees and all full-time employees hired after December 16, 1996, and all full-time employees who volunteer, may be scheduled Saturday and/or Sunday as part of their regular work week at straight time rates.

23.02 Employees may work four (4) ten (10) hour shifts per week if so agreed to between the Co-operative and the Union. Such shift will be on a rotating basis and will cover Sunday through Friday.

23.03 Any employee who reports for work but who for reason of some breakdown in the plant or for weather conditions is dismissed for the day shall receive pay for not less than one (1) day at the employee's normal rate.

23.04 Every employee shall be guaranteed one (1) day's rest in seven (7), except for employees who work on rotating shifts.

23.05 **Posting Work Schedule**

The Co-operative shall post a weekly work schedule for all part-time employees not later than 3:00 p.m. Thursday of each week for the following week. If a new schedule is not posted by 3:00 p.m. Thursday, then the schedule already posted shall apply for the following week.

The Co-operative shall not change the starting and quitting times of a full-time employee without giving the employee a minimum of one (1) weeks' notice, except in cases of emergency.

The Co-operative shall, whenever possible, verbally advise part-time employees twelve (12) hours in advance of a change to said employee's posted work schedule.

23.06 **No Split Shifts**

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

23.07 **Choice of Shift/Full-time Employees**

Full-time employees shall be entitled to exercise their seniority for the purpose of choosing which of the available daily shifts within their classification they wish to work in any situation where a temporary vacancy and/or temporary new position occurs within such classification for one (1) calendar week or more, or four (4) calendar days in the week of a statutory holiday. Full-time employees already working in the same classification shall at all times

be given first choice to work the available shifts that have resulted from such vacancy and/or new position. Employees coming into the classification as a result of a temporary vacancy and/or temporary new position shall only be offered shifts of work that are available after all of the full-time employees presently working in the classification have made their choices of the shifts they wish to work. Permanent vacancies and permanent new positions shall at all times be posted for bids and filled in accordance with the provisions contained in Article 10 of this Agreement.

23.08 **Time Clock**

The Co-operative shall provide a time clock to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they start and finish work. Employees shall be entitled to review their time cards upon request. The Co-operative shall forward photocopies of all completed time cards to the Union office whenever a written request to do so is received from the Union.

24

ARTICLE 24
OVERTIME

24.01 All hours worked in excess of the regular hours of work as set out in Article 23 shall be considered as overtime and shall be paid for at the rate of time and one-half (1½) for the first three (3) hours worked each day and double (2) time thereafter.

24.02 All employees shall be paid double (2) the regular rate for all work performed on Sundays or their regularly assigned day of rest when Sunday is part of an employee's regular work week. The day of rest referred to is the second day off.

24.03 It is recognized that overtime is at times essential and except in cases of pressing emergency, employees requested to work overtime will be given four (4) hours' notice. However, employees will have the right to decline an overtime assignment except in cases of inventory taking.

24.04 Any employee who is not advised prior to leaving work of a requirement to work overtime and who is subsequently called back to work at a time that is not continuous with his or her regular working hours, either before or after his or her regular working hours, shall receive not less than one-half ($\frac{1}{2}$) day's pay (four (4) hours) at the overtime rates.

24.05 Employees shall not be required to suspend work during their regular working hours to avoid payment of overtime.

24.06 Wherever possible, overtime as determined by management shall be assigned firstly on the basis of seniority within the classification by shift and then on the basis of seniority within the warehouse by shift, provided the employees have the ability to perform the required work.

24.07 An employee may choose compensating time off in lieu of overtime pay to a maximum accumulation of eighty (80) hours at any one (1) time. Employees who choose compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) or two (2) hours of paid time off, as the case may be, for each hour of overtime worked. The compensating time off shall be taken at a time mutually agreed upon between the Co-operative and the employee.

25

ARTICLE 25 **SAFETY AND HEALTH**

25.01 The Co-operative agrees to a joint Labour/Management Safety and Health Committee which shall meet at least quarterly and shall conduct safety tours of the Co-operative's operation.

25.02 The Labour/Management Safety and Health Committee shall be comprised of six (6) persons, consisting of three (3) employees appointed by the Union and three (3) persons appointed by the Co-operative.

25.03 All employees on the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 25.01. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of

the Committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall also be mailed a copy of these minutes. The Chairperson of this Committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

25.04 The Co-operative agrees to provide time off, with pay, as required by provincial legislation, for the purpose of allowing Union members of the Safety and Health Committee to attend safety and health seminars, courses or conferences. The time and scheduling of this time off is to be mutually agreed upon between the Co-operative and the Union.

25.05 The Co-operative agrees to provide a First Aid kit and shall keep it adequately supplied. The Co-operative agrees to maintain the present number of eye wash stations.

25.06 The Co-operative agrees to pay the tuition costs of any employee completing an approved First Aid course. Courses must be approved by the Co-operative prior to enrolment.

ARTICLE 26
WAGE RATES/
CLASSIFICATIONS/PAY DAYS

26.01 Rates of pay and classifications shall be as set out in Appendix "B" of this Agreement and shall form part of this Agreement.

26.02 Hourly rates of pay for any new classification that may be established by the Co-operative and which come within the scope of this Agreement shall be the subject of negotiations, and the Co-operative 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 Co-operative 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 Co-operative 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 Co-operative and the Union further agree that the arbitrator's decision shall be final and binding upon all parties concerned.

26.03 Any employee promoted to a position calling for a higher rate of pay, shall initially be paid at an increment step in the wage range for the classification to which they have been promoted to which is higher than their present wage.

26.04 Notwithstanding anything in this Agreement to the contrary, any employee now receiving a higher rate than is called for under the terms of this Agreement shall not have such rate reduced during the term of this Agreement.

26.05 Employees shall be paid every second Friday by direct bank deposit. At the same time, the Co-operative shall provide each employee with an itemized statement of all wages earned during the previous two (2) weeks. This statement shall include the employee's hourly rate of pay and all specific deductions and all specific methods of earnings.

26.06 All earnings owing to an employee shall be paid to the employee no later than six (6) working days following the end of the employee's completed pay period. Any errors in the amount owing to an employee shall be paid to the employee within a further seven (7) calendar days from when the error was brought forward.

ARTICLE 27
**RELIEVING RATES OF PAY/
TEMPORARY ASSIGNMENTS**

27

27.01 Any employee who is required to temporarily fill a position within the scope of this Agreement for a period of six (6) hours or more per day that provides for a higher range of pay, shall

receive six (\$6.00) dollars per day in addition to his or her regular pay.

27.02 Any employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive his or her higher rate of pay for all time so employed.

27.03 The exact shifts normally worked by any employee who is to be temporarily absent from work for one (1) week or more, for any reason whatsoever and the exact shifts that have temporarily become available for any reason whatsoever shall first be offered to bargaining unit employees working in the same classification. Seniority from amongst said employees shall be the governing factor in determining who shall work any of the shifts that have become available. These shifts shall only be available until such time as the employee who is temporarily absent from work returns to work or until such time as the additional temporary shifts are no longer available. Any employee who is temporarily assigned to work in a different classification shall under such circumstances only work the shifts that have become available after the above procedure has been completed.

ARTICLE 28
PREMIUM RATES OF PAY

28

28.01 **Shift Premium**

Any employee working on a shift commencing prior to 6:45 a.m. or terminating after 6:00 p.m. shall receive a shift premium of one (\$1.00) dollar per hour in addition to his or her regular rate of pay. Shift premiums shall not be subject to overtime rates.

28.02 **Freezer Premium**

A freezer premium of one dollar and ten cents (\$1.10) per hour in addition to regular wages shall be paid to all employees who normally perform work in the freezer. This premium will be paid for the entire shift for those employees working full-time in the freezer, but will only be payable on actual hours worked for those employees spending only a portion of their time in the freezer. The premium is not to be added to regular wages for purposes of computing overtime.

28.03 **Application of Premiums**

The premiums referred to in Articles 28.01 and 28.02 above shall be added to the calculation of any vacation pay that the employee may be entitled to.

29

ARTICLE 29 **MEETING ATTENDANCE**

29.01 When the Co-operative requires an employee to be present at a meeting called by the Co-operative, time spent at such meeting shall be considered as time worked. This provision shall not apply where attendance by an employee is voluntary.

30

ARTICLE 30 **APPLICATION OF AGREEMENT**

30.01 When matters are submitted by either party to this Agreement with respect to the application or interpretation of this Agreement, such matters shall be subject to negotiations between the parties, and the decisions arrived at shall be reduced to writing and signed jointly by accredited representatives of the Co-operative and the Union, and shall become part of this Agreement. A copy of all such documentation shall be provided to both the Co-operative and the Union.

31

ARTICLE 31 **UNION REPRESENTATIVE'S VISITS**

31.01 After notifying the Logistics Director or a designated representative, duly authorized full-time representatives of the Union shall be entitled

to visit the warehouse 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. Notification shall take place upon entering the Co-operative's premises and before proceeding on a visit. Occasionally, and with the approval of the Co-operative, a Union Shop Steward shall be entitled to accompany the full-time Union Representative during such visits and all such time spent by the Shop Steward shall be considered as time worked. The Co-operative will not unreasonably deny any such request.

31.02 The interview of an employee by a Union Representative shall be permitted, after notifying the Logistics Director or his designated representative, and shall be:

- (a) carried on in a place within the Co-operative's premises designated by management;
- (b) held whenever possible during the lunch period and rest periods; however, if this is not practical;
- (c) held during regular working hours; time taken for such interview shall be limited to five (5) minutes, and with the approval of management such interview may be longer than five (5) minutes but time taken in excess of five (5) minutes shall not be on Co-operative time;
- (d) held at such times as will minimize interference with production.

32

ARTICLE 32 **COURT'S DECISION**

32.01 In the event of any articles or portions of this Agreement being held improper or invalid by any Court of Law or Labour Relations 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.

33

ARTICLE 33 **HEALTH AND WELFARE BENEFITS**

33.01 The Co-operative agrees to carry on its present practice of providing health and welfare benefits which shall be as contained in Appendix "A" of this Agreement and which shall form part of this Agreement.

34

ARTICLE 34 **SEVERANCE PAY**

34.01 When a position becomes redundant due to technological change, automation, warehouse closure, or reorganization, and the employee involved chooses not to be rehabilitated in the Co-operative Retailing System, then severance pay will be paid in an amount equal to one (1) week's pay for each year of completed service up to a maximum of twenty-six (26) weeks.

34.02 Part-time employees' severance pay shall be calculated by using two (2%) percent of their total gross earnings in the immediate previous twelve (12) calendar month period for each completed year of service, up to a maximum of thirteen (13) weeks (twenty-six (26%) percent) providing the part-time employee has completed at least one (1) year of service.

ARTICLE 35 **TECHNOLOGICAL CHANGE**

35

35.01 Technological change means the introduction by the Co-operative into their work undertaking or business, of equipment or material of a different nature or kind than that previously used by them in the operation of the work undertaking or business and, a change in the manner in which the Co-operative carries on the work undertaking or business that is directly related to the introduction of that equipment or material.

35.02 In the event of a technological change:

- (a) the Co-operative shall notify the Union six (6) months before the introduction of any technological change which adversely affects the security of employment and/or working conditions of employees;
- (b) the negotiation of the effects of technological change will take place not later than one

- hundred and twenty (120) days prior to the intended date of implementation;
- (c) if the Union and the Co-operative fail to agree upon such measures the matter may be referred by either party to arbitration for the purpose of determining such matters and the technological change shall not be introduced by the Co-operative until such determination is made and only in accordance therewith;
 - (d) any necessary training required for any employee shall be given with preference to seniority, providing the employee involved has the necessary skill, knowledge and physical fitness to be able to be retained.

35.03 This article is intended to assist employees affected by any technological change and accordingly, the relevant sections of the Manitoba Labour Relations Act do not apply during the term of this Collective Agreement to the Co-operative and the Union.

36

ARTICLE 36 **WORKERS COMPENSATION** **BENEFITS**

36.01 When an employee is unable to work as a result of an injury or illness incurred in the course of the employee's duties, the employee shall inform the Co-operative 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 Co-operative shall be provided as soon as possible.

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

ARTICLE 37
LABOUR/
MANAGEMENT RELATIONS

37

37.01 A Labour/Management Relations Committee shall be appointed, consisting of four (4) Shop Stewards from the Union and four (4) representatives from the Co-operative. The Committee shall meet at the request of either party, but at least quarterly, for the purpose of discussing matters of mutual concern. The Committee shall have the power to make recommendations to the Co-operative. Time spent by employees in carrying out the functions of this Committee shall be considered as time worked. The Committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement. The full-time Union Representative may also attend these meetings from time to time.

37.02 Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union Office shall be provided with a copy of these minutes. The Chairperson of this Committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

38

ARTICLE 38 **PROTECTIVE CLOTHING/** **FOOTWEAR**

38.01 The Co-operative will provide protective clothing to employees who are required to work in the frozen foods freezer on a regular basis. Protective clothing may include: parkas, mitts, toques/balaclavas, **fleeces**, **hoodies** and footwear. At all times, the clothing is to remain on Co-operative premises and is to be the property of FCL. It will be the responsibility of the employees involved to ensure that such clothing is properly taken care of.

38.02 The Co-operative will contribute seventy-five (75%) percent of the price or one hundred and twenty-five (\$125.00) dollars per pair (**one hundred and fifty (\$150.00) dollars per pair effective on January 31, 2016**), whichever is the lesser, toward the cost of safety boots when replacement is authorized by the supervisor. This subsidy shall be limited to once

per year, per employee, unless approval is obtained from the Co-operative for a further subsidy. The safety boot subsidy is only applicable to employees who have completed their probationary period.

ARTICLE 39 **RETAIL PURCHASE REBATE POLICY**

39

39.01 The Retail Purchase Rebate Policy shall be in accordance with the policy and procedure as set out in FCL's Policy No. HR-17. The policy will provide for a five (5%) percent rebate on purchases to a yearly maximum. The current yearly maximum rebate is two hundred and seventy-five (\$275) Dollars. The rebate will be paid by cheque each year.

ARTICLE 40 **FINAL OFFER SELECTION**

40

40.01 The Co-operative and the Union agree to commence negotiations for the renewal of the existing Collective Agreement between them once notice has been properly given in accordance with the terms of said Collective Agreement and the Co-operative and the Union further agree to negotiate in good faith with a view to reaching agreement on a renewal of said existing Collective Agreement.

40.02 The Co-operative and the Union agree to enter into and proceed through negotiations and

further agree that each will make every reasonable effort to reach agreement on the provisions for the renewal of the existing Collective Agreement.

40.03 Should the Co-operative and the Union reach an impasse in negotiations for the renewal of the above-mentioned Agreement, they mutually agree to extend said Agreement in its entirety and to forego the right to strike or lock out. All outstanding matters will then be submitted to final offer selection as hereinafter provided:

- (a) The Co-operative and the Union shall meet and agree on which proposals remain outstanding between them within seven (7) days of the date of reaching such impasse.
- (b) The Selector shall be selected by mutual agreement between the Co-operative and the Union if at all possible. If no agreement is reached on the person who will act as Selector, either party may then request the Manitoba Labour Board to make the appointment.
- (c) The Selector shall receive a written statement or brief from the Co-operative and the Union, outlining each of their respective positions on the outstanding proposals, within fourteen (14) days of his or her appointment, and shall select either the Co-operative or the Union position as outlined by them as the basis for settlement.
- (d) The Co-operative and the Union may mutually agree that their best interests

would be served by having the Selector convene a meeting rather than receiving the positions of parties in writing. Failing such mutual agreement, the Co-operative and the Union will submit their final positions on all outstanding proposals by registered mail, to the Selector, within the fourteen (14) days specified above, or they shall waive all rights under this provision, and the Selector is instructed to proceed with the written statements or briefs which are properly filed within the time limits specified above.

- (e) The Selector shall render his or her decision within twenty-eight (28) days of his or her appointment, and said decision shall be final and binding on all parties to this Agreement.
- (f) The Co-operative and the Union shall pay the cost of their witnesses if required. The Co-operative and the Union shall equally share the cost of the Selector.

40.04 This procedure shall terminate effective with the renewal of any Collective Agreement reached as a result of its use. It may be further renewed only by mutual agreement between the Co-operative and the Union.

ARTICLE 41
DURATION OF AGREEMENT

41.01 This Agreement shall be effective from June 1, **2015**, and shall remain in effect until May 31, **2019**, 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 of such Agreement, give notice in writing to the other party to terminate such Agreement or to negotiate a revision thereof.

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

SIGNED THIS 31st DAY OF JANUARY, 2016.

FOR THE UNION:

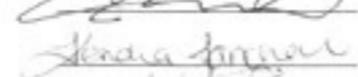
Wayne Carrere






FOR THE CO-OPERATIVE:







APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A

A-1 Preamble

A-1.01 The following benefits shall remain in full force and effect during the term of this Agreement and will not be reduced in any way without the prior written consent of the Union, and shall apply to all qualifying employees in the bargaining unit.

A-2 Paid Sick Leave

A-2.01 After three (3) months' continuous employment, full-time employees shall acquire sick leave credits on the basis of one and one-quarter ($1\frac{1}{4}$) days for each month of service. Credit for three and three-quarter ($3\frac{3}{4}$) days' sick leave shall be granted after completion of the three (3) month waiting period. Unused sick leave credits shall be cumulative. Sick leave terminates when the Long Term Disability Plan becomes effective. **Full-time employees hired after January 31, 2016 shall acquire sick leave credits after six (6) months' continuous employment on the basis of one (1) day for each month of service. Credit for three and (3) days' sick leave shall be granted after completion of the six (6) month waiting period.**

A-2.02 Part-time employees who have completed their probationary period and who average twenty-four (24) hours or more per week for thirteen

(13) consecutive weeks, shall accumulate sick leave credits on the basis of ten (10) hours for each one hundred and seventy-three (173) hours worked. Sick pay benefits shall apply only for absences from normally scheduled work. Unused sick leave credits shall be cumulative. Sick leave terminates when the Long Term Disability Plan becomes effective. **Part-time employees hired after January 31, 2016 and who have completed their probationary period as well as average twenty-four (24) hours or more per week for thirteen (13) consecutive weeks, shall accumulate sick leave credits on the basis of eight (8) hours for each one hundred and seventy-three (173) hours worked.**

A-2.03 On March 1st and September 1st of each year, the Co-operative shall post a list of the total amount of sick leave credits each employee has accumulated at that time.

A-2.04 An employee who is absent due to illness, must inform their immediate management supervisor or the appointed designate, of their inability to work at least one (1) hour prior to their scheduled starting time, and also must sign an absentee card the first day of their return to work. For employees eligible for sick leave pay, failure to give the required notification will result in loss of pay for that day.

A-2.05 The Co-operative reserves the right, in the event of application for sick leave, to require a medical certificate.

A-2.06 The Co-operative will reimburse an employee classified as a Semi Truck Driver for the cost of any medical report required by the employee to obtain a renewal of their Class 1 licence.

A-3 Long Term Disability Insurance

A-3.01 Subject to the rules and regulations of the Plan, the Co-operative will provide eligible employees with the Long Term Disability Plan (G-321) carried with Co-operators Life Insurance Company. Premiums will be shared equally by the Co-operative and the employees. Benefits will take effect after a ninety (90) calendar day waiting period. Coverage shall be up to sixty-five (65) years of age and will be sixty-seven (67%) percent of an employee's monthly wage plus a contribution to pension equivalent to the contribution rate at the time of the disability and provided for under A-5.01.

A-3.02 Long Term Disability benefits provided by the Co-operative, and required because of a medical condition directly attributable to pregnancy, will be granted to employees under the same conditions as other Long Term Disability benefits are granted, as determined by the Co-operators Life Insurance Company.

A-4 Dental Plan

A-4.01 Subject to the rules and regulations of the Plan, the Co-operative will provide eligible employees with a Dental Plan (G-377) carried with Co-operators

Life Insurance Company. Premiums shall be paid by the Co-operative.

A-5 Superannuation

A-5.01 After acquiring two (2) years' seniority with the Co-operative, an employee shall become a member of the Co-operative Superannuation Society Pension Plan subject to the rules and regulations of the Plan. Notwithstanding this provision, an employee at their election may become a member of the Co-operative Superannuation Society Pension Plan after acquiring one (1) year's seniority providing such election takes place at the time of acquiring one (1) year's seniority. The contribution rate by the Co-operative and the employee shall each be five (5%) percent of earnings up to the Yearly Maximum Pension Earnings (YMPE) and six (6%) percent on earnings above the YMPE.

A-6 Group Life Insurance

A-6.01 Subject to the rules and regulations of the Plan, the Co-operative will provide eligible employees with a Group Life Insurance Plan (G-369). The premiums shall be shared equally between the employee and the Co-operative, except for the first Ten Thousand (\$10,000) Dollars of life insurance which shall be paid by the Co-operative, and dependents insurance which shall be paid in full by the employees.

A-7 Extended Health Care Plan

A-7.01 Subject to the rules and regulations of the Plan, the Co-operative will provide eligible employees

with an Extended Health Care Plan. Premiums for this plan shall be paid for in total by the Co-operative. Benefits will take effect after a ninety (90) calendar day waiting period. This plan shall also include vision care and prescription drug coverage.

A-8 Part-time Eligibility

A-8.01 Part-time employees who have completed their probationary period and who average twenty-four (24) hours or more per week for thirteen (13) consecutive weeks, will be eligible to participate in the Long Term Disability Insurance, Dental, Group Life Insurance, and Extended Health Care Plans provided by the Co-operative. If an employee's weekly hours should drop below an average of twenty-four (24) hours over a thirteen (13) consecutive week period, then the employee may be dropped from said plans at the discretion of the Co-operative.

B**APPENDIX "B"**
WAGES**B-1 Departments/Classifications/Hourly Rates of Pay**

1 \$15.41

Food Warehouse Department

	<u>Current</u>	<u>Effective June 7/15</u>	<u>Effective June 5/16</u>	<u>Effective June 4/17</u>	<u>Effective June 3/18</u>
Shippers, Stock Control Clerk					
start	\$14.70	\$14.90	\$15.10	\$15.30	\$15.50
6 mths	\$15.61	\$15.81	\$16.01	\$16.21	\$16.41
12 mths	\$16.50	\$16.70	\$16.90	\$17.10	\$17.30
18 mths	\$17.39	\$17.59	\$17.79	\$17.99	\$18.19
24 mths	\$18.29	\$18.49	\$18.69	\$18.89	\$19.09
30 mths	\$19.18	\$19.38	\$19.58	\$19.78	\$19.98
36 mths	\$20.08	\$20.28	\$20.48	\$20.68	\$20.88
42 mths	\$20.97	\$21.17	\$21.37	\$21.57	\$21.77
48 mths	\$21.88	\$22.08	\$22.28	\$22.48	\$22.68
54 mths	\$22.77	\$22.97	\$23.17	\$23.37	\$23.57
60 mths	\$25.68	\$26.32	\$26.98	\$27.52	\$28.07

Receiver

start	\$14.61	\$14.81	\$15.01	\$15.21	\$15.41
6 mths	\$15.50	\$15.70	\$15.90	\$16.10	\$16.30
12 mths	\$16.37	\$16.57	\$16.77	\$16.97	\$17.17
18 mths	\$17.27	\$17.47	\$17.67	\$17.87	\$18.07
24 mths	\$18.16	\$18.36	\$18.56	\$18.76	\$18.96
30 mths	\$19.04	\$19.24	\$19.44	\$19.64	\$19.84
36 mths	\$19.92	\$20.12	\$20.32	\$20.52	\$20.72
42 mths	\$20.81	\$21.01	\$21.21	\$21.41	\$21.61
48 mths	\$21.69	\$21.89	\$22.09	\$22.29	\$22.49
54 mths	\$22.58	\$22.78	\$22.98	\$23.18	\$23.38
60 mths	\$25.40	\$26.04	\$26.69	\$27.22	\$27.76

	Current	Effective June 7/15	Effective June 5/16	Effective June 4/17	Effective June 3/18
Assistant Shipper					
start	\$14.29	\$14.49	\$14.69	\$14.89	\$15.09
6 mths	\$15.20	\$15.40	\$15.60	\$15.80	\$16.00
12 mths	\$16.10	\$16.30	\$16.50	\$16.70	\$16.90
18 mths	\$16.99	\$17.19	\$17.39	\$17.59	\$17.79
24 mths	\$17.88	\$18.08	\$18.28	\$18.48	\$18.68
30 mths	\$18.78	\$18.98	\$19.18	\$19.38	\$19.58
36 mths	\$19.67	\$19.87	\$20.07	\$20.27	\$20.47
42 mths	\$20.57	\$20.77	\$20.97	\$21.17	\$21.37
48 mths	\$21.47	\$21.67	\$21.87	\$22.07	\$22.27
54 mths	\$22.36	\$22.56	\$22.76	\$22.96	\$23.16
60 mths	\$25.20	\$25.83	\$26.48	\$27.01	\$27.55

Forklift Operator

start	\$14.02	\$14.22	\$14.42	\$14.62	\$14.82
6 mths	\$14.92	\$15.12	\$15.32	\$15.52	\$15.72
12 mths	\$15.82	\$16.02	\$16.22	\$16.42	\$16.62
18 mths	\$16.73	\$16.93	\$17.13	\$17.33	\$17.53
24 mths	\$17.64	\$17.84	\$18.04	\$18.24	\$18.44
30 mths	\$18.55	\$18.75	\$18.95	\$19.15	\$19.35
36 mths	\$19.45	\$19.65	\$19.85	\$20.05	\$20.25
42 mths	\$20.36	\$20.56	\$20.76	\$20.96	\$21.16
48 mths	\$21.26	\$21.46	\$21.66	\$21.86	\$22.06
54 mths	\$22.17	\$22.37	\$22.57	\$22.77	\$22.97
60 mths	\$24.97	\$25.59	\$26.23	\$26.75	\$27.29

Freezer/Forklift Operator

start	\$14.02	\$14.22	\$14.42	\$14.62	\$14.82
6 mths	\$14.92	\$15.12	\$15.32	\$15.52	\$15.72
12 mths	\$15.82	\$16.02	\$16.22	\$16.42	\$16.62
18 mths	\$16.73	\$16.93	\$17.13	\$17.33	\$17.53
24 mths	\$17.64	\$17.84	\$18.04	\$18.24	\$18.44
30 mths	\$18.55	\$18.75	\$18.95	\$19.15	\$19.35
36 mths	\$19.45	\$19.65	\$19.85	\$20.05	\$20.25
42 mths	\$20.36	\$20.56	\$20.76	\$20.96	\$21.16
48 mths	\$21.26	\$21.46	\$21.66	\$21.86	\$22.06
54 mths	\$22.17	\$22.37	\$22.57	\$22.77	\$22.97
60 mths	\$24.97	\$25.59	\$26.23	\$26.75	\$27.29

	Current	Effective June 7/15	Effective June 5/16	Effective June 4/17	Effective June 3/18
Materials Handler					
start	\$13.78	\$13.98	\$14.18	\$14.38	\$14.58
6 mths	\$14.68	\$14.88	\$15.08	\$15.28	\$15.48
12 mths	\$15.59	\$15.79	\$15.99	\$16.19	\$16.39
18 mths	\$16.48	\$16.68	\$16.88	\$17.08	\$17.28
24 mths	\$17.37	\$17.57	\$17.77	\$17.97	\$18.17
30 mths	\$18.27	\$18.47	\$18.67	\$18.87	\$19.07
36 mths	\$19.16	\$19.36	\$19.56	\$19.76	\$19.96
42 mths	\$20.06	\$20.26	\$20.46	\$20.66	\$20.86
48 mths	\$20.95	\$21.15	\$21.35	\$21.55	\$21.75
54 mths	\$21.85	\$22.05	\$22.25	\$22.45	\$22.65
60 mths	\$24.82	\$25.24	\$25.87	\$26.39	\$26.92
Warehouse Helper					
start	\$12.00	\$12.20	\$12.40	\$12.60	\$12.80
6 mths	\$12.53	\$12.73	\$12.93	\$13.13	\$13.33
12 mths	\$13.07	\$13.27	\$13.47	\$13.67	\$13.87
18 mths	\$13.60	\$13.80	\$14.00	\$14.20	\$14.40
24 mths	\$14.13	\$14.33	\$14.53	\$14.73	\$14.93
30 mths	\$14.66	\$14.86	\$15.06	\$15.26	\$15.46
36 mths	\$15.20	\$15.40	\$15.60	\$15.80	\$16.00
42 mths	\$15.73	\$15.93	\$16.13	\$16.33	\$16.53
48 mths	\$16.26	\$16.46	\$16.66	\$16.86	\$17.06
54 mths	\$16.79	\$16.99	\$17.19	\$17.39	\$17.59
60 mths	\$18.68	\$19.15	\$19.63	\$20.02	\$20.42
Data Entry Clerk					
start	\$12.04	\$12.24	\$12.44	\$12.64	\$12.84
6 mths	\$12.89	\$13.09	\$13.29	\$13.49	\$13.69
12 mths	\$13.72	\$13.92	\$14.12	\$14.32	\$14.52
18 mths	\$14.57	\$14.77	\$14.97	\$15.17	\$15.37
24 mths	\$15.41	\$15.61	\$15.81	\$16.01	\$16.21
30 mths	\$16.25	\$16.45	\$16.65	\$16.85	\$17.05
36 mths	\$17.10	\$17.30	\$17.50	\$17.70	\$17.90
42 mths	\$17.93	\$18.13	\$18.33	\$18.53	\$18.73
48 mths	\$18.78	\$18.98	\$19.18	\$19.38	\$19.58
54 mths	\$19.62	\$19.82	\$20.02	\$20.22	\$20.42
60 mths	\$22.12	\$22.67	\$23.24	\$23.70	\$24.17

	Current	Effective June 7/15	Effective June 5/16	Effective June 4/17	Effective June 3/18
<u>Traffic Department</u>					
Semi Truck Driver					
start	\$14.13	\$14.33	\$14.53	\$14.73	\$14.93
6 mths	\$15.04	\$15.24	\$15.44	\$15.64	\$15.84
12 mths	\$15.94	\$16.14	\$16.34	\$16.54	\$16.74
18 mths	\$16.85	\$17.05	\$17.25	\$17.45	\$17.65
24 mths	\$17.76	\$17.96	\$18.16	\$18.36	\$18.56
30 mths	\$18.67	\$18.87	\$19.07	\$19.27	\$19.47
36 mths	\$19.57	\$19.77	\$19.97	\$20.17	\$20.37
42 mths	\$20.47	\$20.67	\$20.87	\$21.07	\$21.27
48 mths	\$21.38	\$21.58	\$21.78	\$21.98	\$22.18
54 mths	\$22.29	\$22.49	\$22.69	\$22.89	\$23.09
60 mths	\$25.13	\$25.76	\$26.40	\$26.93	\$27.47
Maintenance Person					
start	\$15.36	\$15.56	\$15.76	\$15.96	\$16.16
6 mths	\$16.25	\$16.45	\$16.65	\$16.85	\$17.05
12 mths	\$17.12	\$17.32	\$17.52	\$17.72	\$17.92
18 mths	\$18.02	\$18.22	\$18.42	\$18.62	\$18.82
24 mths	\$18.91	\$19.11	\$19.31	\$19.51	\$19.71
30 mths	\$19.79	\$19.99	\$20.19	\$20.39	\$20.59
36 mths	\$20.67	\$20.87	\$21.07	\$21.27	\$21.47
42 mths	\$21.56	\$21.76	\$21.96	\$22.16	\$22.36
48 mths	\$22.44	\$22.64	\$22.84	\$23.04	\$23.24
54 mths	\$23.33	\$23.53	\$23.73	\$23.93	\$24.13
60 mths	\$26.22	\$26.88	\$27.55	\$28.10	\$28.66
Janitor					
start	\$12.62	\$12.82	\$13.02	\$13.22	\$13.42
6 mths	\$13.51	\$13.71	\$13.91	\$14.11	\$14.31
12 mths	\$14.37	\$14.57	\$14.77	\$14.97	\$15.17
18 mths	\$15.25	\$15.45	\$15.65	\$15.85	\$16.05
24 mths	\$16.13	\$16.33	\$16.53	\$16.73	\$16.93
30 mths	\$17.00	\$17.20	\$17.40	\$17.60	\$17.80
36 mths	\$17.87	\$18.07	\$18.27	\$18.47	\$18.67
42 mths	\$18.75	\$18.95	\$19.15	\$19.35	\$19.55
48 mths	\$19.62	\$19.82	\$20.02	\$20.22	\$20.42
54 mths	\$20.49	\$20.69	\$20.89	\$21.09	\$21.29
60 mths	\$23.14	\$23.72	\$24.31	\$24.80	\$25.30

	<u>Current</u>	<u>Effective June 7/15</u>	<u>Effective June 5/16</u>	<u>Effective June 4/17</u>	<u>Effective June 3/18</u>
Heavy Duty Mechanic					
start	\$25.80	\$26.00	\$26.20	\$26.40	\$26.60
6 mths	\$26.60	\$26.80	\$27.00	\$27.20	\$27.40
12 mths	\$27.40	\$27.60	\$27.80	\$28.00	\$28.20
18 mths	\$28.20	\$28.40	\$28.60	\$28.80	\$29.00
24 mths	\$29.00	\$29.20	\$29.40	\$29.60	\$29.80
30 mths	\$29.80	\$30.00	\$30.20	\$30.40	\$30.60
36 mths	\$32.31	\$33.12	\$33.95	\$34.63	\$35.32

B-2 Increment Increases

Increment increases for all employees that are provided for in Appendix B-1 will be applied every six (6) calendar months until the top hourly rate of pay for the classification they are working in has been achieved. It is understood that the following periods of time will not count toward increment increases: unpaid leaves of absence (except maternity leave and parental leave), layoffs, while in receipt of Workers Compensation Benefits and/or Long Term Disability Benefits.

B-3 Retroactive Pay

All employees in the bargaining unit shall receive full retroactive pay to June 7, 2015, at straight time rates, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement and shall be issued to each employee on paycheques that are separate and apart from the employee's normal earnings. **Only**

employees employed at the time of ratification shall be eligible for retroactive pay.

B-4 Warehouse Helper

The maximum number of employees working in the classification of Warehouse Helper referred to in Appendix B-1 above, shall not exceed four (4) and all such employees must be employed on a part-time basis. The job duties for employees working in this classification shall be limited to unloading and reloading trailers returning from retail accounts, pallet sortation, milk crate sortation, soft drink crate sortation, and processing returned goods.

LETTER OF UNDERSTANDING #1

BETWEEN:

FEDERATED CO-OPERATIVES LIMITED, hereinafter referred to as the "Co-operative",

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"

Protocol for Overtime on Weekends

1. **Overtime requirements on weekends shall be determined by management.**
2. **If the overtime on a Saturday or Sunday is (2) hours or less, then overtime shall be assigned as per Article 24.06 of the Collective Bargaining Agreement.**
3. **If the overtime on a Saturday or Sunday is more than 2 hours, the procedure for assigning overtime will be as follows:**
 - a) **Employees willing to work overtime shall indicate hours of availability,**
 - i) **on a posted sign-up sheet; or**
 - ii) **by leaving a voicemail on a dedicated overtime phone line;**
between 11:00am and 4:00pm on the Friday before the weekend overtime.
 - b) **Only employees who have committed**

to working overtime by completing the sign-up sheet or leaving a voicemail during the set timelines will be entitled to work the overtime.

- c) Should there be more volunteers than needed, then the Co-operative will notify the employees not needed by reverse order of seniority.
- d) Should there be a fewer volunteers than needed, then the Co-operative shall assign the overtime as per Article 24.06 of the Collective Bargaining Agreement.
- 4. Should a situation arise that is not covered by the above noted wording, the Joint Labour Management Committee will meet to discuss and resolve the issue.
- 5. The “January 15, 2007” overtime protocol shall no longer apply.

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

SIGNED THIS 31st DAY OF JANUARY, 2016.

FOR THE UNION

The Union section contains four handwritten signatures on a lined background. The first signature is clearly legible as 'Walter Carrone'. The other three signatures are more stylized and difficult to read.

FOR THE CO-OPERATIVE

The Co-operative section contains four handwritten signatures on a lined background. The first signature is 'John Stogley'. The other three signatures are more stylized and difficult to read.

LETTER OF UNDERSTANDING #2

BETWEEN:

FEDERATEDCO-OPERATIVESLIMITED,
Hereinafter referred to as the “Co-operative”,

AND

**UNITED FOOD AND COMMERCIAL
WORKERSUNION, LOCAL NO. 832**,
Chartered by the United Food & Commercial
Workers International Union, hereinafter
referred to as the “Union”

Filling Temporary Vacancies/Absences

It is understood that for Articles 23.07, and 27.03, the following shall apply:

1. Temporary Vacancy, Article 23.07.
 - a) A temporary vacancy shall be defined as a position that will be vacant due to an employee being off work for ninety (90) calendar days or more. Ordinarily this would include a leave for which an employee is taken off payroll, for example: LTD, WCB, Article 18.02 Union Leave, and Article 18.10 Maternity Leave / Article 18.11 Parental Leave.
 - b) A temporary absence will become a temporary vacancy once it is clear that an employee will be absent for more than ninety (90) calendar days.
 - c) A temporary vacancy will be posted for **seven (7)** calendar days. Interested employees will

be required to sign the posting. The temporary vacancy will be awarded first to the senior employee working in the same classification. If no employee working in the same classification signs the posting, the temporary vacancy will be awarded to the senior employee who signed, provided the employee has the qualifications and ability sufficient to perform the duties of the temporary position.

- d) An employee who is awarded a temporarily vacant position will receive the rate of pay for the position, and will be entitled to all rights associated with the classification being filled.
- e) Temporary vacancies created after the initial temporary vacancy is filled will be treated in the same manner as the initial temporary vacancy.

2. Temporary Absence, Article 27.03

- a) A temporary absence is defined as an absence from work for one (1) week or more, but less than ninety (90) days.
- b) A temporary absence will be posted for **seven (7)** calendar days. Interested employees will be required to sign the posting. The temporary absence will be filled first by the senior employee working in the same classification. If no employee working in the same classification signs the posting, the temporary absence will be filled by the senior employee who signed, provided the employee has the present ability to perform the duties of the temporary position.
- c) An employee who fills a position for a temporarily absent employee will remain in

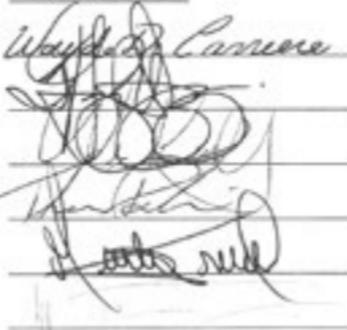
their current classification. They will receive the premium provided for in Article 27.01 and will only be entitled to rights associated with the classification being filled during regular shift hours.

- d) **No more than one (1) backfill per temporary absence shall occur.**
- e) **An employee who fills a position for a temporarily absent employee, or backfills a position, shall remain at such position for the duration of the temporary absence. However, this shall not prevent an employee from applying for a permanent position.**

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

SIGNED THIS 31st DAY OF JANUARY, 2016.

FOR THE UNION:



Handwritten signatures for the Union, including names like Wayne L. Cameron and others, written over horizontal lines.

FOR THE CO-OPERATIVE:



Handwritten signatures for the Co-operative, including names like Tom [unclear] and others, written over horizontal lines.

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.

Please complete a Membership Application (sample below) immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date. By signing such form you are authorizing the Employer to provide the Social Insurance Number to the Union.

MEMBERSHIP APPLICATION
UFCW LOCAL 832
United Food & Commercial Workers Union, Local No. 832
Winnipeg, Manitoba, Canada

SAMPLE

NAME: _____
ADDRESS: _____
TELEPHONE: _____
SOCIAL INSURANCE NUMBER: _____

EMPLOYER'S SIGNATURE: _____
DATE: _____

MEMBERSHIP APPLICATION FORM - 1998

Your Right to Refuse Dangerous Work



Workplace safety and health is everyone's concern and everyone's right.

You can refuse dangerous work and your right to do so is protected by law.

Hazards in the Workplace

At any time in your working life, you may encounter work involving safety and health risks that are not normal for the job. Hazards and dangerous situations should immediately be reported to your supervisor in order to prevent an injury or illness. In most cases, the situation is resolved by eliminating the hazard. If the situation is not rectified, you can exercise your right to refuse work.

What is the Right to Refuse?

Under the law, (Manitoba's Workplace Safety and Health Act), you can refuse any task that you have reasonable grounds to believe is dangerous to your safety and health or the safety and health of others. (The work refusal is initiated by the worker.)

Section 43(1) of the Act states: "A worker may refuse to work or do particular work at a workplace if he or she believes on reasonable grounds that the work constitutes a danger to his or her safety or health or to the safety or health of another worker or another person."

Remember... you may not be disciplined for exercising your right to refuse in good faith, and you are entitled to the same wages and benefits that you would have received had the refusal not taken place. Your employer may also re-assign you temporarily to alternate work while the situation is being remedied. Stay at your workplace for your normal working hours unless your employer gives you permission to leave.

What is Dangerous Work?

“Dangerous” work generally means: work involving safety and health risks that are not normal for the job.

What Are the Steps Involved?

Step 1

Report immediately to your supervisor, or to any other person in charge at the workplace, giving your reasons for refusing to work. At this point, the refusing worker and supervisor must attempt to resolve the concern. If the employer resolves the matter to your satisfaction, go back to work. If you still believe the work is dangerous....

Step 2

If the supervisor and worker cannot resolve the refusal, the worker co-chairperson of the safety and health committee, or a committee member (or a worker rep, if there is no committee), must be asked to help for the purpose of inspecting the workplace. If the dangerous condition is not remedied after the inspection

Step 3

Any of the persons present during the inspection in STEP 2 may notify a safety and health officer of the refusal to work and the reasons for it. The safety and health officer will investigate the matter and decide whether the job situation or task the worker has refused constitutes a danger to the safety or health of the worker or any other worker or person at the workplace.

The officer will provide a written decision to the refusing worker, each co-chairperson, or the rep, and the employer. Anyone directly affected by an officer's decision may appeal it to the Director of the Workplace Safety and Health Division. The Director will make a decision about the appeal, and provide written reasons. The decision of the Director may be appealed to the Manitoba Labour Board.

WHMIS - CLASSES AND SYMBOLS

Class A - Compressed Gas

This class includes compressed gases, dissolved gases and gases liquified by compression or refrigeration. Eg.: gas cylinders for oxyacetylene welding or water disinfection.



Class B - Flammable & Combustible Material

Solids, liquids and gases capable of catching fire or exploding in the presence of a source of ignition. Eg.: white phosphorus, acetone and butane. Flammable liquids such as acetone are more easily ignited than combustible liquids such as kerosene.



Class C - Oxidizing Material

Materials which provide oxygen or a similar substance and which increase the risk of fire if they come in contact with flammable or combustible materials. Eg.: sodium hypochlorite, perchloric acid, inorganic peroxides.



Class D - Poisonous/Infectious Materials

Class D - Division 1

Materials causing immediate and serious toxic effects. This division covers materials which can cause the death of a person exposed to small amounts. Eg.: sodium cyanide, hydrogen sulphide.



WHMIS - CLASSES AND SYMBOLS

Class D - Division 2

Materials causing other toxic effects. This division covers materials which cause immediate skin or eye irritation as well as those which can cause long-term effects.

Eg.: acetone (irritant), asbestos (cancer causing), toluene diisocyanate (a sensitizing agent).



Class D - Division 3

Bio-hazardous infectious material. This division applies to materials which contain harmful micro-organisms. Eg.: cultures or diagnostic specimens containing salmonella bacteria or the Hepatitis B virus.



Class E - Corrosive Material

Acid or caustic materials which can destroy the skin or eat through metals.

Eg.: muriatic acid, lye.



Class F - Dangerously Reactive Material

Products which can undergo dangerous reactions if subjected to heat, pressure, shock or allowed to be in contact with water. Eg.: plastic monomers, such as butadiene and some cyanides.



Calendar for each year of
agreement 2015

Calendar for each year of
agreement 2016

Calendar for each year of
agreement 2017

Calendar for each year of
agreement 2018

Calendar for each year of
agreement 2019

We're here to serve you.

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Fax — 204-786-3175

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Fax — 204-728-8528

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90 Thompson Drive
Thompson, MB R8N 1Y9
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