

Collective Agreement

Between:



and



Red River

Effective Date: March 18, 2018

Expiry Date: August 21, 2020

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and



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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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EXPIRY DATE: August 21, 2020

AGREEMENT BETWEEN:

RED RIVER COOPERATIVE LTD.,
a body corporate carrying on business
in the Province of Manitoba, 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**”.

WHEREAS: The **Co-operative** and the Union
desire to co-operate in establishing and maintaining
conditions which will promote a harmonious
relationship between the **Co-operative** and the
employees covered by this Agreement, to provide
methods for fair and amicable adjustment of disputes
which may arise between them and promote efficiency
and improved operations,

**NOW, THEREFORE, THE UNION AND THE
CO-OPERATIVE MUTUALLY AGREE AS
FOLLOWS:**

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The **Co-operative** recognizes the Union as the sole agency for the purpose of collective bargaining for all employees, whether full-time or part-time, coming under the provisions of this Agreement, employed in the stores owned and/or operated by the **Co-operative** in the Province of Manitoba, save and except one (1) Store Manager per store, one (1) **Front End Manager** per store, **one (1) Grocery Manager per store, one (1) Meat Manager per store, one (1) Produce Manager per store, one (1) Deli Manager per store, one (1) Bakery Manager per store, one (1) Health and Wellness Advisor per store, one (1) Pharmacy Manager per store, Graduate and Undergraduate Pharmacists, and Registered Pharmacy Technicians** if and when the Province of Manitoba enacts such a designation.

1.02 In respect to Floral **Supervisors**, Coffee Bar Operators, Lead Hands (one (1) per store), Order Writers, **and Management Trainees in the Meat, Bakery, Produce, Deli and Grocery departments** (limit of one (1) per department), it is agreed between the **Co-operative** and the Union that the **Co-operative** shall retain the sole right and function in respect to transfers, promotions and demotions and the Union agrees that transfers, promotions and demotions in respect to bargaining unit employees referred to in this **Article** shall not be subject to any arbitration as provided for in **Article 26** of the Agreement.

1.03 In the event the **Co-operative** creates a different Management structure within a store, the **Co-operative** and the Union agree to meet and discuss whether a new Management position should be excluded from the Collective Agreement. In the event agreement cannot be reached, at the request of either party, the matter may be referred to arbitration in accordance with the arbitration procedure of the Collective Agreement.

1.04 It is agreed that where jointly-trusted benefits exist between the **Co-operative** and the Union, contributions will be made only on behalf of those who are members of the Union and those who become members of the Union.

1.05 Employees not assigned hours of work by a store, as set out in **sub-article 5.08**, or who work in more than one (1) store in any one (1) week, will be assigned hours of work by Division Management. The **Co-operative** will assign as few employees in this manner as is necessary to operate efficiently.

1.06 **Interpretation**

- (a) Whenever the word “Agreement” is used in this document, it shall mean this Collective Bargaining Agreement.
- (b) Whenever the word “part-time” is referred to in this Agreement, it shall include part-time employees and Courtesy Clerks, unless indicated otherwise.

1.07 In the event **Red River Cooperative Ltd.** decides to convert an existing store or open a new store under a new or an existing banner, that store shall be covered by the terms and conditions of this Collective Agreement.

1.08 **Kiosks**

The operation of up to three (3) kiosks per store. These kiosks may include but are not limited to preparing and selling of juice or juice bar, specialty salads, etc. These kiosks may be carried out by related parties to the Co-operative or third parties and the persons performing the tasks in these kiosks shall be excluded from the bargaining unit. However the work performed by such persons shall be limited to the tasks pertaining to such kiosks.

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**ARTICLE 2
UNION SHOP**

2.01 The **Co-operative** agrees to retain in its employ within the bargaining unit, as outlined in **Article 1** of this Agreement, only members of the Union in good standing. The **Co-operative** shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, 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.

2.02 The **Co-operative** agrees to provide each new employee and rehired employee, at the time of employment, with a form letter outlining to the employee his/her responsibility in regard to payment of Union dues and initiation fee.

2.03 The **Co-operative** agrees to forward a Membership Application 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 Membership Application, the contents to be such that it is acceptable to the **Co-operative**.

2.04 No employee shall be discharged or discriminated against for lawful Union activities, or performing services on a Union committee outside working hours or for reporting to the Union the violation of any provisions of this Agreement.

2.05 The Union shall be provided with the following information once per four (4) or five (5) week period:

- 1) A list containing the names of employees who have terminated their employment during the previous four (4) or five (5) weeks;
- 2) A list of new appointments to full-time positions and their classification, store, **department**, and effective date of appointment;

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- 3) A list of full-time employees reduced to part-time;
 - 4) A list of status changes (for example going from Courtesy Clerk to Sales/Service Clerk) and Department Manager appointments with store, **department**, and effective date.

2.06 The **Co-operative** agrees, once per year upon request from the Union, to provide the employee's Social Insurance Number, hourly rate of pay and address.

2.07 The **Co-operative** agrees to provide the above information to the Union in a computer usable form or electronic medium as determined by the **Co-operative**. The Union is responsible for any conversion required in the event the medium is incompatible with their system.

2.08 **Orientation**

A Shop Steward designated by the Union will be allowed to introduce themselves to new employees either on shift or off shift. Such time will be permitted after notifying the manager or supervisor, will not exceed ten (10) minutes and shall not unduly interfere with the employee's regular duties. A Union Representative shall also be entitled to attend any such meeting. This meeting is expected to take place during the employee's first scheduled work week. The Shop Steward or Union Representative may

request from the Store Manager a list of new hires each week. Such list will be provided in a timely manner.

ARTICLE 3 DEDUCTION OF UNION DUES

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3.01 The **Co-operative** agrees to deduct from the wages of the employee such Union dues and initiation fee as are authorized by regular and proper vote of the membership of the Union. The **Co-operative** further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first paycheque(s). Monies deducted during any month shall be forwarded by the **Co-operative** to the Secretary-Treasurer of the Union by direct deposit within twenty (20) calendar days following the end of the **Co-operative's** four (4) or five (5) week accounting period and accompanied by a four (4) week or monthly electronic remittance of the name and Social Insurance Number of the employees for whom deductions were made and the amount of each deduction.

ARTICLE 4 PROBATIONARY PERIOD

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4.01 New employees shall be on a probationary period for **three hundred (300)** hours worked. **Employees who are hired into the classification**

of Journeyman Baker, Bakery Production/Meat Production, Meat Cutter or Pharmacy Assistant, shall have a probationary period of four hundred (400) hours. The Co-operative, at their discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration **Articles** of this Agreement. It is understood that for the purpose of this **Article**, hours worked shall not include orientation and training hours to a maximum of an additional thirty (30) hours.

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ARTICLE 5 HOURS OF WORK

5.01 The normal basic work week for full-time employees shall be thirty-seven (37) hours per week, to be worked in five (5) shifts scheduled by Management as follows:

- (1) four (4) shifts of eight (8) hours each and one (1) shift of five (5), OR
- (2) two (2) shifts of eight (8) hours each and three (3) shifts of seven (7) hours each.

5.02 With the exception of the meal period, a full-time employee's shift for the day shall be comprised of consecutive hours of work.

5.03 In a week in which one (1) General Holiday occurs, the basic work week for full-time employees shall be twenty-nine and one-half (29½) hours.

5.04 In a week in which the **Co-operative** observes two (2) General Holidays, the basic work week for full-time employees shall be twenty-two and one-half (22½) hours.

5.05 Full-time employees will not be required to work more than two (2) evenings per week, when the store is open for evening shopping, unless they are willing to do so.

5.06 Employees shall have a minimum of ten (10) hours off between scheduled shifts, unless otherwise mutually agreed between the **Co-operative** and the employee.

5.07 The **Co-operative** will schedule full-time employees two (2) consecutive days off (Saturday/Sunday OR Sunday/Monday) once every four (4) weeks, except in the week of a General Holiday. The **Co-operative** shall schedule full-time employees an equal number of Saturday/Sunday or Sunday/Monday combinations off (minimum of four (4) Saturday/Sunday combinations) over the year providing the employee is desirous of same. Should a full-time employee prefer to have some other days off at the time he/she would normally be scheduled for two (2) consecutive days off, as set out above, the employee shall advise the **Co-operative**, in writing, by Thursday of the preceding week and, in such an event, the employee will forfeit his/her two (2) consecutive days off in that four (4) week period.

Provided the full-time employee advises the **Co-operative**, in writing, at least one (1) month before the commencement of his/her vacation, the **Co-operative** agrees to schedule one (1) of the employee's Saturday/Sunday or Sunday/Monday combinations to coincide with the employee's vacation, once per year.

5.08 Posting Work Schedule

1. (i) The **Co-operative** will post a weekly work schedule for the period of two (2) consecutive weeks.

Each week thereafter the current schedule will be removed and replaced with another schedule for the week following the week already posted. There will always be two (2) consecutive one (1) week schedules posted on the bulletin board.

Requests for time off must be received by Tuesday noon prior to the schedule covering the affected days being posted except in extremely unusual circumstances.

-
- (ii) The **Co-operative** shall post weekly schedules for full-time and part-time employees as indicated above in sub-**article 5.08(1)(i)** no later than Thursday, 6:00 p.m. (no later than Friday noon during the week of a General Holiday) of each week for the week after for the following

week. If the new schedule is not posted by Thursday, 6:00 p.m. (no later than Friday noon during the week of a General Holiday), then the schedule already posted shall apply for the week after the following week. The **Co-operative** has the right to call in other part-time employees, not previously scheduled to work, if required by the business, as indicated in sub-articles 9.03 and 17.14.

2. The schedule of employees working full-time may be changed without notice in the event of an unscheduled absence of employees or in the event of emergencies, such as snow storm, flood, breakdown of machinery, or other instances of force majeure. In all other cases, at least forty-eight (48) hours' notice of change must be given, or four (4) hours' additional pay, at the straight time rate, in lieu of notice. The foregoing shall not apply to employees other than full-time. Notice to such other employees shall be given as far in advance as possible, by the **Co-operative**.
3. The **Co-operative** agrees to limit the scheduling of full-time employees on Saturday after 6:30 p.m. to the minimum required to properly operate the business and where such a schedule is necessary, the schedule will be rotated among the full-time employees in the department who normally perform such work.

4. **Time Sheets**

The **Co-operative** shall provide either a time recording device or time sheets 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 and the time they commence and return from meal periods and such other recordings as may be required by the **Co-operative**. **Copies of employees' time sheets will be made available to the Union upon request.**

5. Any employee who for any reason fails to record all time worked in the manner required by sub-article 5.08 (4) shall be disciplined as follows:

1st violation: a written warning.

2nd violation: three (3) working days' suspension without pay during one (1) week. Full-time employees will only be permitted to work two (2) days during such a week.

For part-time employees, second violation to be one (1) calendar week up to a maximum of three (3) days.

3rd violation: two (2) weeks' suspension.

4th violation: termination of employment.

The suspension shall take place within thirty (30) days of the notification from the Union in writing or such longer period as may mutually be decided between the **Co-operative** and the Union, unless subject to the grievance procedure.

Any such dispute shall be subject to the Grievance and Arbitration **Articles** of this Agreement. Any employee terminated for the above reasons shall not be entitled to notice or pay in lieu of notice.

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked.

5.09 Meal and Rest Periods

Meal and rest periods will be as follows:

- a) Full time employees shall receive two (2) fifteen (15) minute paid rest periods per day, one in the first half of their shift, and one in the second half of their shift. In addition, on a shift of six hours or more, the full time employee will receive an unpaid meal period not less than thirty (30) minutes and not more than sixty (60) minutes.**
- b) Part time employees shall be entitled to the following:**
 - (i) Four (4) but less than six (6) hour working period – one (1) paid fifteen (15) minute rest period.**
 - (ii) Six (6) but less than seven (7) hour working period – one (1) paid fifteen (15) minute rest period, and an unpaid meal period not less than thirty (30) minutes and not more than sixty (60) minutes.**
 - (iii) Seven (7) and up to eight (8) hour**

working period – two (2) paid fifteen (15) minute rest period and one (1) unpaid meal period not less than thirty (30) minutes and not more than sixty (60) minutes.

- c) Rest periods for all employees shall not begin until one (1) hour after the commencement of work or less than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.
- d) The **Co-operative** and the Union agree rest periods and meal periods shall be scheduled by the **Co-operative**, and shall consist of uninterrupted duration.
- e) If an employee is required to work overtime on the completion of an eight (8) hour shift, and if the **Co-operative** does not schedule a meal period without pay, then the employee will be scheduled a fifteen (15) minute rest period with pay within half (1/2) an hour of the end of the first shift, providing the overtime is for two (2) hours or more.

5.10 **Emergency Pay and Change in Work Schedule**

In the event of a snow storm, a full-time employee who reports late for work, but in any event within the first three (3) hours of his/her scheduled shift, shall receive pay for his/her full shift. All other employees shall be paid only for the hours worked. It is further understood that overtime rates will not

apply until an employee has completed eight (8) working hours.

In the event of fire, flood, breakdown of machinery, or other instances of force majeure, the **Co-operative** will endeavour to provide employment in such other of its stores not so affected.

5.11 **Night Stocking**

- (1) In stores where night stocking is in effect one (1) or more days per week, there will be one (1) employee appointed on night stocking crew to act as Lead Hand. A premium of seventy-five (75¢) cents per hour will be paid to the Lead Hand for all time so appointed, including General Holiday pay and overtime. On days where the Lead Hand is not available, another employee on that shift will be given the premium.
- (2) Normal night stocking operation for full-time employees shall not exceed three (3) months over a six (6) month period. The **Co-operative** agrees to notify, in writing, at least one (1) week in advance, any employee scheduled to work on normal night stocking, except in the event of an emergency. Normal night stocking shall be defined as five (5) or more night shifts per week. Under unusual circumstances and by mutual agreement between Management and the employee, the time limits set forth in the above paragraphs may be changed.

- (3) The **Co-operative** will endeavour not to schedule Sales/Service Clerks to work the midnight shift after they have been in the employ of the **Co-operative** twenty-five (25) years or more, subject to the needs of the **Co-operative** to maintain an efficient work force.
- (4) No employee shall be scheduled to work alone on night stocking in any store, except in case of emergency.
- (5) The **Co-operative** agrees that employees working the night shift will not be scheduled to commence work before Sunday midnight, except in cases of emergency or by mutual agreement between the **Co-operative** and the employee.
- (6) There will be a minimum of twelve (12) hours between the end of the employee's day shift and the beginning of the employee's night stocking shift and also between the end of the employee's night stocking shift and the beginning of the employee's day shift.

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ARTICLE 6 OVERTIME

6.01 All time worked in excess of the normal, basic work week, as defined in **Article 5**, sub-**articles 5.01, 5.03, 5.04** or the regular working day scheduled by the **Co-operative**, which shall not exceed the

scheduled work day of the employee, as outlined in sub-**article** 5.01 of this Agreement, shall be paid for at the rate of time and one-half (1½) the employee's regular rate.

Part-time employees shall be paid overtime, at the rate of time and one-half (1½) their regular, hourly rate, for all hours worked in excess of eight (8) hours in a shift or in excess of the normal basic work week.

It is agreed that both daily and weekly overtime shall not be paid for the same hours. Such extra hours worked shall not be included in computing the normal basic work week.

6.02 All time worked by full-time employees on their scheduled day off, when forty-eight (48) hours' notice has not been given and no emergency exists, shall be paid for at the rate of **time and one half (1 ½)** of the employee's regular hourly rate for all time so employed.

6.03 All overtime must be authorized by Management.

6.04 Overtime shall be by mutual consent (subject to this **Article**) and shall be offered to the most senior employee on the shift, in the department and thereafter in decreasing order of seniority, providing the employee has the ability and qualifications to perform the work of the required overtime. It is further understood that the efficient operation of the

business may require overtime, and in this event the most junior employees on this shift in the department, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then do the required work.

6.05 The following conditions will prevail regarding work done on Sunday:

- (a) All work done on Sunday will be at regular rates plus one (\$1.00) dollar per hour premium;
- (b) Sunday will be considered the first day of the work week for payroll purposes;
- (c) The **Co-operative** will staff its stores on a voluntary basis subject to this **Article**. It is understood that in the event that sufficient employees do not volunteer for work on Sunday, the **Co-operative** will have any of the following options:
 - (i) obtain volunteers from another store;
 - (ii) meet with the Union to establish in a store or stores another procedure satisfactory to the Union and to the **Co-operative**;
or
 - (iii) hire new employees to work on Sunday. It is understood and agreed that employees hired after March 23, 2014 by virtue of accepting employment with the **Co-operative** constitutes the employee's voluntary agreement to work Sundays,

provided that this does not violate the Employment Standards Act.

- (d) It is agreed that (b) above will not stop the **Co-operative** from scheduling either Saturday/Sunday or Sunday/Monday as consecutive days of rest.
- (e) Hours of work on Sunday will not be part of the work week for the calculation of any “assurance of hours.”

6.06 Compensating time off shall not be given in lieu of overtime pay.

ARTICLE 7 JOB SECURITY - FULL-TIME EMPLOYEES

7

7.01 The **Co-operative** agrees that effective **August 21, 2018**, not less than **fifteen (15%)** percent of all employees working in the bargaining unit, excluding Courtesy Clerks, shall be employed as full-time employees for the duration of this Agreement. The **Co-operative** agrees that the change in the full-time ratio will not be used to reduce any current full-time employee to part-time. The reduction from **twenty (20%)** percent to **fifteen (15%)** percent will be achieved through attrition.

7.02 The calculation of the number of full-time jobs shall be done four (4) times per year. The

calculations will occur within two (2) weeks of the end of the three (3) or four (4) period quarter (1/4) as determined by the **Co-operative**.

7.03 The total number of employees will be the average number of employees who work each week in the three (3) or four (4) accounting periods prior to the calculation date.

7.04 Full-time employees who are counted will be those who have full-time status on the date of the count and will include for example, employees on vacation, leave of absence (to a maximum of one (1) year unless exceeded by law), Weekly Indemnity, WCB, LTD and any other approved absence. Employees noted in this **Article** will be included in the count of full-time employees but will not be included in the total number of employees used to calculate the percentage.

7.05 The **Co-operative** agrees to provide to the Union upon request, all necessary documentation and information so as to ensure that the full-time ratio is being maintained.

7.06 In the event a deficiency in the full-time ratio is determined to exist the **Co-operative** agrees to remedy the deficiency within four (4) weeks of the end of the last accounting period under consideration.

ARTICLE 8 GENERAL HOLIDAYS

8

8.01 The following days shall be considered as General Holidays. An employee's pay for a General Holiday shall be as set out in sub-articles 8.03 and 8.04 below:

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

and any other day or portion of a day generally observed by the retail grocery and meat stores and designated as a Holiday by the **Co-operative**.

The **Co-operative** may designate the Good Friday General Holiday to be observed in the following week for those employees who volunteer to do so provided it gives the Union twenty one (21) days advance notice.

In situations where there are more volunteers in a department who wish to observe Good Friday in the following week than are needed by the **Co-operative**, the senior employee will be given preference subject to the **Co-operative** having sufficient qualified employees on duty to efficiently operate the business. For those full-time employees who observe Good Friday in the following week they will be given either the Monday or Saturday as their day off in the week following Good Friday, unless mutually agreed to between the **Co-operative** and the employee.

Where mutual agreement between the **Co-operative** and the Union is reached, this provision may be applied to other General Holiday weeks.

8.02 In order for a full-time or part-time employee to receive pay for a General Holiday, he/she must:

- (1) not have been voluntarily absent from work on the scheduled work day prior to and following such Holiday;
- (2) have worked his/her full, regular designated weekly hours for the week in which Holidays, a Holiday, or portion of a Holiday occur, except for bona-fide illness.

Any employee on leave of absence (except employees disentitled for General Holiday pay as set out in the following paragraph) granted by the **Co-operative**, at the request of the employee, shall not qualify for a General Holiday with pay if he/she is absent on both his/her last scheduled work day prior to, and his/her first scheduled work day following the General Holiday.

Any employee receiving a payment under the Plan 1 Weekly Indemnity Benefit, or Workers Compensation, for the full week in which the General Holiday(s) occurs, shall not be entitled to General Holiday pay.

8.03 (a) Eligible full-time employees shall suffer no reduction in their pay for a General Holiday as set out in sub-**article** 8.01 above.

-
- (b) Full-time employees working on General Holidays, designated in **Article 8** of this Agreement, shall be paid the regular, hourly rate they would have received had they not worked, plus an additional double (2x) time said hourly rate for all time required to be on duty. Employees other than full-time, working on General Holidays, designated in **Article 8** of this Agreement, shall be paid their regular, hourly rate they would have received had they not worked, plus additional time and one-half (1½) said hourly rate for all the time required to be on duty.

8.04 Effective August 21, 2018, until the day before the expiry of the Agreement (with expiry to include any extension of the Agreement while the parties continue to negotiate) the following shall apply: Part-time employees shall receive General Holiday pay based on five (5%) of their total wages, excluding overtime, in the four (4) weeks immediately prior to said General Holiday.

The part-time general holiday pay entitlement will then revert back to the following:

Eligible part-time employees shall be compensated as follows:

- (a) All part-time employees who have been employed thirty (30) calendar days or more and have worked and/or were paid an average of at least thirty-two (32) hours or more per week in the four (4) weeks preceding the week in which a General

Holiday occurs, shall receive eight (8) hours' pay at his/her regular, hourly rate for each Holiday.

- (b) All part-time employees who have been employed thirty (30) calendar days or more and have worked and/or were paid an average of at least twenty (20) hours a week, but less than thirty two (32) hours per week in the four (4) weeks preceding the week in which a General Holiday occurs, shall receive six (6) hours' pay at his/her regular, hourly rate for each Holiday.
- (c) All part-time employees who have been employed thirty (30) calendar days or more and have worked and or were paid an average of at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a General Holiday occurs, shall receive three (3) hours' pay at his/her regular, hourly rate for each Holiday.

9

ARTICLE 9 WAGES

9.01 The hourly rates of wages for all employees coming under this Agreement shall be as set out in Appendix B of this Agreement. Where an individual employee's weekly or hourly wage is higher, such wage or hourly rate of wages shall not be reduced by reason of this Agreement except where specifically provided. The rates of pay provided in Appendix B will not be changed without first discussing changes with the Union.

9.02 New employees may be provided a previous experience credit to a maximum of five thousand and one (5001) hours except for Bakery **Production/** Meat Production classification which will be to a maximum of six thousand and one (6001) hours, in their designated classification, provided:

- i) it is comparable experience in a unionized chain retail food store; and
- ii) twelve (12) months have not elapsed since their last day worked.

The **Co-operative** may exceed these maximums or waive the requirements above for individual employees where in its opinion it will best serve the interest of the business. The **Co-operative** will be fair and reasonable when determining the amount of credit the employee will receive and agrees to notify the Union of the event where an employee is granted credit in excess of sub-**article** 9.02.

It shall be the responsibility of the employee to supply reasonable proof of previous experience within sixty (60) calendar days of employment. Otherwise, all claims for credit for previous experience shall be forfeited by the employee. Reasonable proof will mean that if past employment records are not obtainable, the Union records, Income Tax records, or other similar documents will be acceptable. Provided the employee has advised the **Co-operative** at their time of hire of the claimed credit, the hourly rate for recognized credit will be effective from the first day of employment.

9.03 Scheduled or Call-in Time

Employees scheduled or called in and who

report for work, shall, if required to work less than four (4) hours, receive four (4) hours' pay at their regular hourly rate.

9.04 **Travel Time**

Any employee who is transferred, at the request of the **Co-operative**, from one (1) store to another during the regular working day, shall be paid his/her regular, hourly rate for all reasonable travelling time. Employees shall be compensated for actual expenses of public transportation or its equivalent or the actual cost of taxi fare, if such transportation is required by the **Co-operative**.

9.05 **Evening Shopping Premium**

All employees who are scheduled to work twenty-two (22) hours or more per week, and who are required to work after 6:30 p.m. when the store is open for evening shopping, shall receive sixty-five (65¢) cents per hour, in addition to their regular, hourly rate of pay for each quarter (1/4) hour worked after 6:30 p.m. Premium pay for evening shopping shall not be added to the employees' hourly rate for the purpose of computing overtime under sub-**article** 6.01.

9.06 **Night Shift Premium**

Any employee who is required to work on any day when the majority of his/her working hours fall between 10:00 p.m. and 5:00 a.m., or who starts his/her shift prior to 5:00 a.m., shall be paid a premium, in addition to his/her regular, hourly rate,

of one (\$1.25) dollar and twenty-five cents per hour for all hours worked on the shift. Shift premium pay shall not be added to an employee's hourly rate for the purpose of computing overtime. The night shift premium shall be paid for all hours including General Holiday pay and overtime.

This sub-**article** shall not result in duplication of premiums.

9.07 **Person In Charge (PIC)**

When an employee has been designated as a **Person in Charge (PIC)** in the event there is **no Manager on duty**, the employee will receive a premium of sixty-five (65¢) cents per hour for all hours.

9.08 **Courtesy Clerk Long Service Premium**

Employees who have been classified as Courtesy Clerks for ten (10) years or more will receive a Courtesy Clerk long service premium of fifty (50¢) cents per hour for all hours worked or paid. Employees who have been classified as Courtesy Clerks for twenty (20) years or more will receive a Courtesy Clerk long service premium of one (\$1.00) dollar per hour for all hours worked or paid. In addition to the duties in Appendix B-15 (5), Courtesy Clerks who are receiving these premiums may be asked to clean and face shelves.

10

ARTICLE 10 RELIEVING RATES OF PAY

10.01 Out of Scope Relief Pay

An employee assigned to temporarily relieve in a position which is out of the scope of this Agreement, for a period of one (1) day or more shall receive seventy (70¢) cents per hour in addition to their hourly rate of pay.

10.02 In the event of an employee's rendering temporary service in a classification in which the rate is lower than has been received by him/her, their regular rate shall not be reduced.

10.03 Relief premiums noted above are not paid for the Manager's regular days off.

11

ARTICLE 11 VACATIONS WITH PAY

11.01 Each year's vacation requirements for any full-time employee to qualify for the respective periods of vacation with pay, as set forth below, are that they have worked for the **Co-operative** not less than ninety-five (95%) percent of the regular, full-time hours during a continuous twelve (12) month period, but time for absence from work not to include:

- (1) the period of vacation;
- (2) the aggregate of periods not exceeding

thirty (30) working days in all, comprised of:

- (i) time during which the employee has been authorized by the **Co-operative** to be absent from work;
- (ii) time in respect of which the employee files with the **Co-operative** a certificate, signed by a duly qualified Medical Practitioner, that he/she was unfit to work during that time, by reason of his/her illness or injury.

Where a full-time employee does not qualify for vacation with pay as outlined above, he/she shall receive vacation pay calculated at two (2%) percent of his/her total wages earned for each week of vacation entitlement, for which no vacation allowance has been paid.

11.02 Full-time employees with less than one (1) year's full-time service by **May** 1st will receive an amount equal to four (4%) percent of their total wages earned during the period of employment for which no vacation allowance has been paid up to **May** 1st. Such employees shall be allowed time off for vacation purposes, without pay, up to two (2) consecutive weeks during the months of April 1st to September 30th, inclusive, unless otherwise mutually agreed to between the employee and the **Co-operative**.

11.03 Vacation entitlement for full-time employees based on years of continuous full-time service will be as follows (with the exception of

part-time employees going to full-time as set out in sub-**article** 11.19):

one (1) or more years by **May** 1st - two (2) weeks' vacation with pay;

three (3) or more years by **May** 1st - three (3) weeks' vacation with pay;

eight (8) or more years by **May** 1st - four (4) weeks' vacation with pay, (with the exception of the first calendar year when an employee qualifies for the fourth week by October 1st);

thirteen (13) or more years by **May** 1st - five (5) weeks' vacation with pay, (with the exception of the first calendar year when an employee qualifies for the fifth week by October 1st);

eighteen (18) or more years by **May** 1st - six (6) weeks' vacation with pay, (with the exception of the first calendar year when an employee qualifies for the sixth week by October 1st);

Effective August 21, 2018, only employees with twenty-three (23) or more years **by August 21, 2018 shall receive** seven (7) weeks' vacation with pay.

Employees hired after November 21, 1993 will not be entitled, when qualifying for a fourth, fifth or sixth week of vacation, to the October 1st cut-off period instead of **May 1st**. **May 1st** shall apply to said new employees for all vacation entitlements under **Article 11**.

11.04 Employees with five (5) years of employment in the past ten (10) years, upon completion of one (1) year of full-time service from their most recent full-time employment date, shall be entitled to three (3) weeks' vacation with pay.

11.05 Full-time employees shall be granted a minimum of two (2) consecutive weeks' vacation with pay during the months of April 1st to September 30th.

The balance of the vacation entitlement during that period shall be scheduled by the **Co-operative** unless otherwise agreed to between the employee and the **Co-operative**, except for requests for consecutive vacation under sub-**article** 11.06 or unless otherwise mutually agreed to between the employee and the **Co-operative**.

11.06 Full-time employees entitled to three (3), four (4), five (5), six (6) and seven (7) weeks' vacation with pay shall be granted said vacations consecutively, during the months of January, February, March, April, May, October and November if requested.

During the months of June, July, August, September and December, vacation with pay may be granted consecutively if mutually agreed to between the employee and the **Co-operative**.

A maximum of two (2) weeks' vacation may be split into single vacation days.

11.07 The vacation period shall be January 1st to December 31st, unless otherwise mutually agreed to between the employee and the **Co-operative**.

11.08 **General Holiday Occurring During A Vacation**

When a General Holiday occurs during a full-time employee's vacation period, an extra day's vacation shall be granted if the holiday is one which the employee would have received had he/she been working. The parties agree that the preferred method of scheduling vacation is by mutual agreement however if mutual agreement cannot be reached when the day is to be scheduled it will be scheduled in accordance with sub-**article** 11.18.

11.09 A full-time employee's approved scheduled vacation dates will not be changed by the **Co-operative** without two (2) weeks' prior notice and in no event will they be changed if the employee produces evidence of more than fifty (\$50.00) dollars obligations committed, prior to the two (2) weeks' notice.

11.10 If a full-time employee becomes confined to his/her home or in the hospital due to serious illness or injury while on vacation, the employee may file a claim for Weekly Indemnity benefits and the balance of the employee's vacation will be rescheduled following the employee's return to work.

11.11 Full-time vacation entitlement must be taken in the calendar year and shall not be carried over to the next calendar year.

11.12 Full-time employees who work less than one (1) year and whose employment is terminated, shall receive vacation pay calculated at four (4%) percent of their total wages earned for the period of time for which they have not received any vacation pay.

Part-time

11.13 Part-time employees will receive **paid vacation hours** based on their previous year's total **hours worked (as per Article 11.16)** January 1st to December 31st.

Entitlement will be based on years of continuous service with the **Co-operative** to December 31st of each year as outlined below:

less than three (3) years - four (4%) percent
three (3) years and more - six (6%) percent
eight (8) years and more - eight (8%) percent
thirteen (13) years and more - ten (10%) percent

eighteen (18) years and more - twelve (12%) percent

Effective August 21, 2018, only employees with twenty-three (23) years or more of continuous service with the Co-operative as of August 21, 2018 will receive fourteen (14%) percent.

Employees will earn paid vacation hours based on hours worked in the previous year, at the appropriate vacation pay accrual rate, as outlined above. The hours will be scheduled as paid time off in the current year.

Part-time employees will determine what amount of their paid vacation time is to be paid out during the week(s) that they are taking their vacation time. The maximum amount of hours that will be paid out in each vacation week, is based on the average amount of hours per week that the employee has worked in the last twelve (12) weeks in the previous calendar year. Weeks in which an employee received zero (0) hours or was working on a return to work program will not be counted.

The Co-operative will provide the employee with a calculation of the maximum amount of hours in the month of January of each year.

In no event will the employee be required to take vacation time off when the employee has insufficient accrued paid vacation hours to cover the time off.

Part-time paid vacation entitlement must be taken in the calendar year and shall not be carried over to the next calendar year. In the event that an employee does not schedule their full vacation entitlement, the balance of the entitlement shall be scheduled by the Co-operative.

11.14 Employees with five (5) or more years of employment in the last ten (10) years shall receive six (6%) percent of their total wages earned for the vacation period for which they have not received any vacation pay.

In the administration of this sub-**article**, the employee must work fifty (50%) percent of the regular

full-time hours worked in a year to establish one (1) year of service (in accordance with the Employment Standards Code of the Province of Manitoba).

11.15 Upon written request of the employee, **where the employee has used their available paid vacation hours, the Co-operative** agrees to grant time off for vacation purposes without pay, based on the full-time employees' schedule for the vacation entitlement for the number of weeks entitlement only. Two (2) weeks shall be granted during the months of June, July, August, September or December, the balance to be granted by the **Co-operative** in any other month, unless otherwise mutually agreed to between the **Co-operative** and the employee.

General

11.16 The words "total wages earned", wherever stated in this **Article**, shall mean all wages earned, with the exception of vacation payments, overtime and payment relating to termination of employment.

11.17 The vacation schedule for all employees shall be in circulation by December 15th. Employees may request weeks of vacation and such requests made up to February 1st will be scheduled in accordance with sub-**article** 11.18. The finalized vacation schedule will be posted by March 1st setting out each employee's vacation entitlement or time off for vacation purposes for the year.

Requests for vacation during the months of January through to April shall be made to the

Co-operative and if approved and taken shall also be set out in this schedule.

11.18 The **Co-operative** reserves the right to determine the vacation period for each employee, subject to the provisions above and the provisions of **Article 17** of this Agreement. This discretion will be applied reasonably in consideration of business requirements and all other relevant considerations. In all vacation related matters full-time employees will be deemed senior to part-time employees.

11.19 A part-time employee proceeding to full-time employment, after a minimum of one (1) year of full-time service since his/her most recent full-time employment date, will be credited with the number of hours accumulated during the employee's continuous service with the **Co-operative** as a part-time employee and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a full-time employee to establish the appropriate yearly credit for future vacation entitlements as provided in sub-**article 11.03**.

11.20 **Vacation Pay During a Leave of Absence**

A part-time employee on an approved leave of absence for Maternity or Parental leave or Employment Insurance (EI) Sickness Benefits may make a written request to the Human Resources **Manager**, no later than January 15th for the year vacation pay is payable (and no later than three (3) weeks before a full-time employee ceases working for

the **Co-operative** to go on an approved leave of absence for Maternity or Parental leave), for the **Co-operative** to defer payment of part-time **paid** vacation **hours** (or full-time vacation entitlement under sub-article 11.03) until after completion of the leave.

ARTICLE 12 MANAGEMENT'S RIGHTS AND FUNCTIONS

12

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

12.02 The **Co-operative** shall be the sole judge as to the merchandise to be handled in its stores.

12.03 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.

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

ARTICLE 13 HEALTH AND SAFETY

13.01 The **Co-operative**, the Union and the employees mutually agree to co-operate in maintaining and improving safe working conditions in all of the **Co-operative**'s stores.

13.02 The **Co-operative** agrees to maintain adequate heating and lighting in all of its stores.

13.03 The **Co-operative** agrees to ensure, as far as is reasonably practical to do so, the health and safety of the employees in all of the stores and address health and safety hazards that arise in the workplace. Employees agree to work in a safe manner respecting all safety rules and using equipment provided.

13.04 A Health and Safety Committee shall be established for each store and both the **Co-operative** and the Union shall appoint two (2) Committee members from each store. In addition, one (1) alternate may be appointed by the Union and one (1) by the **Co-operative**. The meetings will be held quarterly at a store or otherwise mutually agreed location. When urgent health and safety issues arise between the quarterly meetings and are presented to the **Co-operative** or the Union, the **Co-operative** will respond to the issue, or will convene a Health and Safety Committee meeting.

The Union or any employee may bring to the attention of the **Co-operative** any health and safety

concerns and such issues will be addressed by the Committee. The **Co-operative** will act as promptly **and** as reasonably possible in responding to any health and safety concerns raised.

The **Co-operative** will endeavour to schedule Health & Safety Committee meetings during the scheduled work shift of the Committee members. Where this is not possible, employees on the Committee will be compensated at their regular rate of pay for time spent in the meeting. In such cases, the minimum call-in would not apply, but employees will be paid not less than one (1) hour's pay.

The **Co-operative** or Union Co-chair of the Health and Safety Committee will forward copies to the Union of all Health and Safety meeting minutes within fourteen (14) calendar days of completion of the meeting.

13.05 The **Co-operative** and the Union agree to share the cost of the fee for a Standard First Aid & CPR training course for any members of the bargaining unit who are on the Health & Safety Committee who wish to take same.

13.06 **Water Bottles**

Employees shall be allowed to have a **Co-operative** approved water bottle at their work locations provided the bottle is stored out of public sight and the employee exercises common courtesy with customers when consuming water.

13.07 Ergonomic Hazards

The **Co-operative** recognizes the importance of eliminating or reducing ergonomic hazards in the workplace to improve workers' wellbeing and to prevent injuries.

13.08 Notice of Injury

In the event an employee is injured due to an event arising out of, and in the course of employment, if medically possible, the injured employee will be promptly assisted by **Co-operative** Management and fill out a notice of injury form. A copy of said form shall be provided to the injured employee immediately following the report of the incident. The notice of injury form will be in compliance with the Manitoba Workers Compensation Act.

13.09 Payment of Shift When an Employee is Injured During the Shift

The **Co-operative** agrees to pay any employee injured during a shift for the balance of the employee's scheduled shift.

14

ARTICLE 14 PAYMENT FOR MEETING ATTENDANCE

14.01 When the **Co-operative** requires an employee to be present at a meeting called by the **Co-operative**, time spent at such meeting will be

considered as time worked. This provision shall not apply to meetings, where attendance by an employee is voluntary.

ARTICLE 15 UNION REPRESENTATIVE'S VISITS TO STORES

15

15.01 Duly authorized full-time Representatives of the Union shall be entitled to visit the store for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Agreement are being implemented.

15.02 The interview of an employee by a Union Representative shall be permitted after notifying the Store Manager, and shall be:

- (1) carried on in a place in the store designated by Management;
- (2) held whenever possible during the lunch period. However, if this is not practical,
- (3) during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on **Co-operative** time unless with the approval of Management;
- (4) held at such times as will not interfere with service to the public. No interview shall be held on Friday, Saturday, or any day after 4:00 p.m. or on the day preceding a General Holiday, except in cases of employees who work only Fridays, Saturdays, or after 3:30 p.m.

15.03 The Union Representatives shall not discuss grievances with the Store Manager. Such matters shall be presented to the **Co-operative** in accordance with the provisions of **Article 25** of this Agreement.

15.04 Union Representatives shall be permitted to review the hours of work schedule and in the event of any discrepancies, they shall be presented under **Article 25** of this Agreement.

16

ARTICLE 16 LEAVES OF ABSENCE

16.01 The **Co-operative** agrees to allow time off work without pay for up to **eight (8)** employees in the bargaining unit, **with no more than one (1) per department**, elected to attend Union conventions **or courses. One (1) employee per store may be** designated to attend negotiations, or to attend Union business, for a period of not more than fourteen (14) calendar days.

The Union will give the **Co-operative** a minimum of two (2) weeks' notice in regard to such requests.

16.02 Any employee with one (1) year or more of service with the **Co-operative** may request a leave of absence, without pay, of up to four (4) weeks. The request shall be made in writing, giving full details, and same shall be considered by the Management on an individual basis. The granting of such requests shall not be unreasonably withheld by the **Co-operative**.

16.03 Upon two (2) weeks' prior notice in writing from the Union, the **Co-operative** agrees to grant a leave of absence of up to one (1) year to a maximum of one (1) employee who is elected or appointed to a full-time position in the Union. Such leave of absence shall be without pay or other benefits. The Union agrees to notify the **Co-operative** at least two (2) weeks in advance of the employee's return to work for the **Co-operative**.

16.04 **Maternity Leave/Parental Leave/
including Adoption Leave**

A. **Maternity Leave**

A female employee 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 is entitled and so chooses to take parental leave immediately following her maternity leave.

In cases of a disabling medical condition, 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 condition.

Accumulated paid sick leave and/or Plan 1 Weekly Indemnity Benefits required because of a disabling medical condition directly attributable to pregnancy, shall be granted to qualified employees under

the same conditions as these benefits are granted to other disabled employees who qualify under the terms of the Plan(s).

B. Parental Leave / Adoption Leave

(1) Entitlements

Every employee who has been in the employ of the **Co-operative** for seven (7) months and

(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 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.

(2) Commencement of Leave

Except as indicated below, 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. Parental leave for natural mothers must commence immediately on the expiry of maternity leave, unless the **Co-operative** and the employee agree otherwise.

(3) Late Application for Parental Leave

When an application for parental leave under sub-**article** (1) above is not made in accordance with sub-**article** (b), 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.

C. Reinstatement of Employee

- (1) An employee who wishes to resume employment on the expiration of any of the leaves granted in accordance with this **Article** shall notify the **Co-operative** in advance of not less than three (3) calendar weeks of the day he/she intends to return to work. The employee shall be reinstated in the position occupied by him/her at the time such leave commenced, or in a comparable position with not less than the same wages and benefits. In the event that an employee takes only maternity leave, said employee must provide the **Co-operative** with a Doctor's Certificate certifying her to be medically fit to work.
- (2) Seniority will continue during the leave and benefits accumulated prior to the

leave will be maintained and not paid during the leave, except that employees who qualify under Plan 1 may elect to continue to pay the premium themselves during their leave.

16.05 The requesting and granting of leaves of absence shall be in writing.

16.06 **Family Responsibility Leave**

In the event of an illness or injury occurring to an employee's spouse, parent or child, an employee may request, and if so, shall be granted a leave of absence or absences which shall not exceed five (5) days of unpaid leave in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse (including common law spouse), parent or child (including stepchild). The **Co-operative** will be given as much notice as possible in such events.

16.07 **Compassionate Leave**

The **Co-operative** agrees to grant time off consistent with the Compassionate Leave provisions of the Manitoba Employment Standards Code.

16.08 **Bereavement Pay**

- (1) After six (6) months of employment, employees shall be granted time off from work, with pay, to a maximum of **five (5) scheduled work days, in the event**

of death of an employee's spouse, common-law spouse, child or stepchild or three (3) scheduled work days in the event of death of any other immediate family member.

The term "immediate family" shall mean parent, brother or sister, mother- or father-in-law, sister-in-law, brother-in-law, grandparents, stepparents and grandchild. One (1) day off, with pay, will be granted to an employee in the event of the death of his/her aunt, uncle, niece, nephew or grandparent-in-law.

Employees shall not be required to attend the funeral in order to receive bereavement leave however, such leave must be taken in conjunction with the death, funeral or related memorial service unless otherwise mutually agreed.

16.09

- (1) The Co-operative shall provide one (1) day off without pay, to a person who attends a funeral of a person who is not a member of the employee's immediate family.**
- (2) When the employee is required to travel more than five hundred (500 km) kilometers to attend the funeral of an immediate family member, the employee shall be granted an additional day off work without pay.**

ARTICLE 17 SENIORITY

Full-time

17.01 Seniority for full-time employees shall be defined as “the length of continuous service with the **Co-operative** as a full-time employee”.

17.02 Seniority shall be considered broken and services terminated if an employee:

- (1) is duly discharged by the **Co-operative** and not reinstated through the Grievance and/or Arbitration procedure of this Agreement;
- (2) voluntarily quits or resigns;
- (3) has been laid off continuously for a period of more than six (6) months or is called back to work after a lay off and does not return to employment within the time as set out in sub-**article** 17.04 (2);
- (4) is absent from work without a written leave of absence, unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the **Co-operative** shall be considered a satisfactory reason;
- (5) fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the **Co-operative** shall be considered a satisfactory reason.

17.03 Unless merit, fitness and ability of an employee is greater than other employees regularly working full-time involved, length of continuous service with the **Co-operative** shall govern in cases of promotions.

Seniority with the **Co-operative** shall govern in case of layoff, reduction to part-time employment and rehire, providing the employee involved has the ability to perform the normal functions of the job required.

17.04 Employees regularly working full-time laid off or reduced to part-time in accordance with the above provision by the **Co-operative** shall be recalled to work in order of length of service with the **Co-operative**, provided:

- (1) no more than six (6) months has elapsed since the last day worked by the employee, and
- (2) the employee reports for duty within twenty-four (24) hours from time of recall, and
- (3) the employee is capable of performing the work.

17.05 Employees regularly working full-time, rehired within six (6) months of their lay off, shall retain their previous length of service for the purpose of this **Article**.

17.06 The six (6) month and twenty-four (24) hour deadlines contained in sub-**articles** 17.04 (1) and 17.04 (2) above, respectively, shall be extended if upon recall an employee is unable to report due to illness or accident. Any extension granted shall only be for the duration of the illness or incapacity from accident and the **Co-operative** may require the employee to provide written confirmation from a Doctor of such illness or accident.

17.07 In the event an employee's status changes from full-time to part-time either at the direction of or with permission of the **Co-operative**, his/her seniority date would be his/her part-time seniority date effective at the time of the appointment to full-time.

When an employee's full-time status is changed to part-time status due to circumstances of maintaining an efficient operation, subject to sub-**article** 17.03, it is understood that such employee shall first be given an opportunity to return to his/her previous full-time job in his/her classification.

17.08 The **Co-operative** agrees to give one (1) week's notice prior to changing an employee's status from full-time to a part-time basis.

17.09 The **Co-operative**, when reducing hours of work in a store, agrees they will not reduce the regular scheduled hours of a full-time employee for the purpose of replacing such hours with part-time help.

17.10 **Part-time Seniority**

- (a) Seniority for part-time employees shall be defined as the length of service with the **Co-operative** from the employee's date of promotion to part-time from Courtesy Clerk or if hired directly as a part-time employee since the employee's most recent date of continuous employment as a part-time employee. Part-time employees will have seniority within the part-time seniority list in the store, subject to sub-**articles 17.21 and 17.23**.
- (b) Seniority for Courtesy Clerks shall be defined as the length of service with the **Co-operative** since their most recent date of continuous employment as a Courtesy Clerk. Courtesy Clerks will have seniority within the Courtesy Clerk seniority list in the store, subject to sub-**articles 17.21 and 17.23**.
- (c) The exercise of seniority by part-time employees and Courtesy Clerks shall be subject to the other applicable **Articles** in the Agreement.

17.11 Part-time employees shall not be employed or scheduled to the extent that it results in the displacement or prevents the hiring of full-time employees.

17.12 a) When a part-time employee works or is paid the basic work week for thirteen (13) consecutive weeks a full-time position shall be deemed to have been

created, and shall be filled according to sub-**article 17.20**. This shall not apply to part time employees who are relieving due to maternity, paternity, adoption, sick leave, WCB, Union leave, any other authorized leave of absence or other employees assigned for a specific project or group of assignments. In such cases, it is the intent of the **Co-operative** to notify the Union in advance of the start date of the assignment or project along with a list of the employees and the anticipated duration.

b) Notwithstanding this **Article** the **Co-operative** will be under no obligation to fill jobs in excess of the minimum ratio referred to under **Article 7**.

17.13 a) In scheduling or calling in part-time employees hired or promoted on or after April 1, 2002, preference in the amount of available hours of work in a week shall be given to senior part-time employees within the department insofar as this is consistent with their availability and willingness to perform the work, providing they have the ability to perform the normal functions of the job. If a senior part-time employee refuses to work a shift scheduled by the **Co-operative**, the **Co-operative** may, at its discretion, give the next employee in line of seniority the available hours for that week. This shall be intended to mean that the senior part-time employee is to be offered and/or receive more hours than junior employees, unless an employee is unavailable to work said hours. It is not intended to permit the **Co-operative** to schedule most employees the same number of hours of work.

b) In scheduling or calling in part-time employees (except Courtesy Clerks) hired or promoted before April 1, 2002, preference in the amount of available hours of work in a day shall be given to senior part-time employees within the department insofar as this is consistent with their availability and willingness to perform the work, providing they have the ability to perform the normal functions of the job.

17.14 **Call-in time** Call-in time is defined as any time four (4) hours or more are required to be worked, which do not appear on the regular schedule either due to business conditions or the non-scheduled absence of employees.

A call-in on any day will be allocated to the senior employee in the job in the department who is capable of performing the normal functions of the job:

- a) who is not working on the same shift and has not worked eight (8) hours on that day;
- b) who is willing to perform the work and can be contacted with regard to the work;
- c) such allocation will in no event result in overtime.
- d) Employees who are part-time will be offered a call-in, when available, on the sixth (6th) day in a week.

17.15 The **Co-operative** agrees to schedule, to the extent that it is practicable, fifty (50%) percent of part-time employees who are required by the **Co-operative** and who are available to be scheduled

in a week in the store, exclusive of Courtesy Clerks, a minimum of twelve (12) hours per week.

17.16 **Declaration of Availability** All part-time employees are required to complete an availability form (including Courtesy Clerks). This form would indicate the following information:

- the days the employee is available to work;
- whether the employee does not wish to take call-in shifts.

The Declaration of Availability for each employee shall be made by noon of the second Tuesday of each four (4) week accounting period for the following four (4) week accounting period. If an employee fails to change his/her Declaration of Availability by Tuesday noon, the existing Declaration of Availability previously on record for this employee shall be automatically renewed for the four (4) week accounting period.

Copies of employees' Declarations of Availability will be made available to the Union upon request.

17.17 **Minimum Acceptable Availability for all Part-time Employees**

- (a) Totally available on Saturdays;
- (b) Available two (2) or more shifts in a week. A shift is defined as a shift regularly scheduled by the **Co-operative** until the

close of the department at the time the employee fills out his/her Declaration of Availability. The **Co-operative** agrees that if a change occurs on the regularly scheduled shifts that affect an employee's availability, he/she will be given an opportunity to amend the Declaration solely to adjust for that change.

- (c) As an alternative to (a) and (b) noted above, the minimum availability for part-time employees will be either totally available on Saturdays and Sundays OR totally available for shifts on Monday through Friday. A shift is defined as a shift regularly scheduled by the **Co-operative** until the close of the department at the time the employee fills out their Declaration of Availability. An employee who wishes to elect an alternate restriction under this sub-article must provide the **Co-operative** a minimum of four (4) weeks' notice and must commit to no change in their Declaration of Availability for a period of twelve (12) consecutive weeks. The Saturday and Sunday unavailability alternative is not available during the months of June, July and August.
- (d) An employee's Declaration of Availability will not prevent an employee from obtaining an occasional Saturday off or requesting a day(s) off during the period that they have declared themselves previously available. The employee's request shall be for bona fide personal

reasons (e.g. Students writing exams, child care arrangements, family responsibilities, illness, injury or leave of absence).

17.18 The **Co-operative** agrees that it will not schedule an employee outside of the period that the employee indicated they were available to work (as in sub-**article** 17.16) unless the employee has agreed to same or except as follows below:

In the event that the Declaration of Availability of the employees in the store results in insufficient qualified employees to staff the store on a given day, the **Co-operative** agrees to notify the Union of the deficiency. The Union agrees to cooperate to seek a remedy and solicit the cooperation of the employees. If the parties are not able to resolve the shortage, the **Co-operative** will have the right to schedule sufficient qualified employees outside of their availability in reverse order of seniority provided that at least seven (7) days' notice is given to the affected employee(s).

17.19 Hours worked or paid will be considered as hours worked for the purpose of satisfying the minimum guarantees in sub-**article** 17.15.

17.20 (a) Job posting:

When a full-time position within the scope of the bargaining unit (**as specified in Articles 1.01 and 1.02**) becomes permanently vacant and the **Co-operative** determines that the position is to be

filled, the **Co-operative** agrees to fill said vacancy from part-time employees who have made an application in writing to the **Co-operative** as indicated below. The vacancy shall be filled with part-time employees in the same classification providing the senior applicant can perform the normal functions of the job in a competent manner. Vacancies for Produce shall be filled with part-time employees in the same classification and department, providing the senior applicant can perform the normal functions of the job in a competent manner.

(b) Ability to perform the normal functions of the job in a competent manner shall mean that the employee involved is competently performing the normal functions of the job following a training and trial period of thirty (30) days worked. Should the employee choose to step down before the completion of the thirty (30) days worked, he/she may do so, or should the employee not be able to perform the normal functions of the job in a competent manner, the **Co-operative** may return the employee to his/her previous job before the completion of the thirty (30) days worked. In either event, he/she would return to his/her previous position and wage rate without loss of seniority.

The **Co-operative** shall then make a second selection for the training and trial period from the next senior applicant that remains on the list from the original posting.

- (c) The job posting shall contain:
- (i) classification;
 - (ii) the store **location and** department;
 - (iii) the closing date of the posting.

(iv) the target effective date of the position.

(d) The full-time positions which are posted shall be posted according to the following procedure:

(i) Vacant position(s) shall be posted in all stores in the bargaining unit for a period of ten (10) calendar days. A copy of the posting shall be forwarded to the Union at the time of the posting. The posting shall be signed and dated by the Store Manager **or Management designate** and the Shop Steward (or another member of the bargaining unit in their absence) on the date of posting to confirm that the posting is publicly displayed for the required period. The posting shall be returned to the Human Resources Department at the end of the posting.

(ii) Employees wishing to apply for the full-time position posted shall do so on a form provided by the **Co-operative**, and shall give said application form to the Store Manager, or Management designate, no later than 4:00 p.m. on the tenth (10th) day, who shall sign it to verify that the employee has made said application for the job posting.

(iii) A copy shall immediately be sent to the Human Resources Department, a copy shall be sent to the Union office

and a copy shall be retained by the employee making the application.

- (iv) Employees on an approved absence such as WCB, WI, LTD, Maternity or Parental leave, LOA or vacation will be eligible to apply for a full-time job posting while on leave provided the employee can return to work within thirty (30) calendar days and can perform the job in a competent manner, as indicated above. The employee may also provide the **Co-operative** with written notification prior to going on leave to advise that they are applying for any job postings occurring during the duration of their LOA/vacation. The **Co-operative** shall have the right to temporarily fill the full-time vacancy until said successful applicant returns to work.
- (v) The name of the successful applicant, along with their seniority date, will be posted in all the stores in the bargaining unit within fifteen (15) days of the original posting. The **Co-operative** will forward a copy to the Union and will notify the successful applicant.
- (vi) The **Co-operative** will assign starting dates of group postings as close together as possible recognizing that operational and availability variables may exist,

but in any case within fifteen (15) days of the closing of the posting. The seniority dates of the successful applicants in multiple postings will be ranked based on their original continuous date of hire. This process in itself will reduce the likelihood of common promotion dates.

(vii) The rate of pay for successful applicants shall be as outlined in Appendix “B” of the Collective Bargaining Agreement. This will also apply to over-scale employees as per Appendix B-14.

(viii) If no one from the classification applies for the posted position, the **Co-operative** may fill the job at its discretion, subject to the normal fair and reasonable requirements under the contract and under normal labour legislation. If no one from the Produce department applies for a Produce Clerk posted position, the **Co-operative** will consider Sales/Service Clerks on the basis of seniority – provided the senior employee can perform the normal functions of the job in a competent manner as per sub-article 17.20(b)- before filling the job at its discretion.

(g) The **Co-operative** will discuss with the Union new departments that may arise.

17.21 In the event a part-time employee is transferred to another store, the employee will retain his/her most recent date of continuous employment as his/her seniority date within the store to which he/she is transferred. It is understood that the **Co-operative** has **the** sole right to grant or deny transfers based on their assessment of the efficient operation of the business, except as indicated in sub-articles 17.23 and 17.24.

When a part-time employee is transferred by the **Co-operative** to another store, such transfer will not result in a loss of hours in the six (6) weeks immediately following the transfer.

In order to determine if hours were lost, a period of thirteen (13) full calendar weeks immediately prior to the transfer will be used. Full calendar weeks where an employee was absent due to illness or injury will not be counted to a maximum of four (4) weeks.

17.22 **Zero (0) Hours for Four (4) Months**

Any part-time employee who has no working hours for a consecutive four (4) months period shall be dropped from the **Co-operative's** payroll records and the employee's services terminated, unless such absence is due to illness or injury.

17.23 **Zero (0) Hours for Four (4) Weeks**

A part-time employee with more than two (2) years' service who receives no hours of work for four (4) consecutive weeks or more may exercise his/her seniority and displace the most junior employee

in the same classification and department in another store. Said employee will carry his/her **Co-operative** seniority to the other store for the purpose of scheduling.

Seniority - General

17.24 Any full-time or part-time employee who is laid off or fails to receive hours of work to which he/she is entitled, according to the foregoing, shall be compensated for the hours involved in any violation at his/her regular rate of pay.

17.25 The **Co-operative** agrees to provide the Union every six (6) months, and upon written request from the Union which will not exceed once every three (3) months, with:

- (1) a seniority list of full-time employees
- (2) a seniority list of part-time employees on a store-by-store basis;
- (3) a seniority list of Courtesy Clerks on a store-by-store basis.

17.26 Full-time employees will be given two (2) weeks' notice of transfer to another store unless an earlier date is mutually agreed to between the parties, or in the event of emergency as defined in sub-**article 5.08** (2).

17.27 **Greater Flexibility in Hiring**

To provide greater flexibility in the development and hiring of employees for supervisory

positions, one (1) part-time employee or one (1) full-time employee per department may be selected for back-up relief, or filling of a supervisory vacancy.

The **Co-operative** agrees to notify the Union, in writing, of the persons selected by the **Co-operative** for this program indicating the store **location** and the Department.

Individuals will be selected on the basis of their qualifications, skills and abilities solely as determined by Management.

The use of back-up, relief employees, full-time or part-time, will not result in the reduction of the normal hours of any employees in said department.

Back-up, relief or filling of a vacancy shall only apply to the **Grocery, Front End, Deli, Meat, Produce, Bakery and Floral** Departments and new departments, as mutually agreed between the **Co-operative** and the Union.

17.28 Transfer to Another Department

- (a) A part-time employee who has worked in his/her current department in excess of one (1) year will be considered for a transfer to another department in the store providing the employee has made such request in writing with a copy to the Union.
- (b) The transfer referred to above shall apply only for a part-time employee going to another part-time position in another department. In order for a request for a transfer to another department to be

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- considered a vacancy in the receiving department must exist created by the transfer, resignation, retirement or termination of another employee.
- (c) The employee's request will be considered on the basis of seniority and ability. The **Co-operative** will be fair and reasonable in considering requests for a transfer.
 - (d) Employees granted a transfer will be on a trial period of up to thirty (30) calendar days to demonstrate their ability to perform the normal functions of the job in a competent manner. In the event they are unable to perform the normal functions of the job in a competent manner the employee will be returned to their former position and rate of pay. The employee will lose his/her "assurance of hours", if the employee was entitled to any, unless the employee is returned to their original position as indicated above.
 - (e) An employee will be limited to one (1) transfer during the life of the Agreement.
 - (f) An employee who is accepted for a transfer will, if he/she is at or below the twenty five hundred (2500) hour level in his/her home department, move to the same hours level in the new department. Any employee who is above the twenty five hundred (2500) hour level in his/her home department will move across at the twenty five hundred (2500) hour level or a level that is one (\$1.00) dollar per hour

less than his/her current position in the wage scale whichever is higher for the first five hundred (500) hours of the transfer. The employee will then progress up the scale in accordance with experience and service gained in the new department. Overscaled employees who transfer to a classification having the same wage scale will maintain their overscaled differential in the department.

- (g) The above shall in no way affect or be in conflict with the part-time employee's rights under sub-**article 17.20**. The above will not prevent the **Co-operative** from filling the needs of a Department by making transfers.
- (h) Notwithstanding the above, in regard to Coffee Bar Servers, they will require two (2) years of service to be eligible for a transfer. Coffee Bar Servers who receive a transfer will go to the next higher rate that gives them an increase and then they will have to work five hundred (500) hours before they receive their next increase.

17.29 Full-time employees may request and may receive two (2) days off per month from Monday to Friday as part of their regular days off in order to attend to family and personal responsibilities. To be considered, the request must be made before the schedule for the affected week is posted. These requests will not be unreasonably denied after considering the operational requirements of the business as determined by the **Co-operative**.

17.30 JLM Committee

The **Co-operative** and the Union agree to participate in JLM Committee meetings on a regular basis to discuss issues of interest to either side. The Committee will meet no less frequently than annually and at such other times as may be agreed.

18

ARTICLE 18 MERGER OF BUSINESS

18.01 In the event ownership of the **Co-operative** passes to another Company, the relevant **Articles** of the Manitoba Labour Relations Act shall apply.

18.02 The **Co-operative** will notify the Union, in writing, as far in advance as is possible in connection with any change of ownership or management, or the closing of any of their stores.

19

ARTICLE 19 SUPPLIERS' REPRESENTATIVES

19.01 Except prior to store opening and one (1) week thereafter, or during store remodelling to a maximum of one (1) week, suppliers' representatives, other than representatives of Chip Companies, **Bread/Bakery Companies and Soft Drink Companies**, will not price products in stores, or stock or replenish merchandise other than to rotate or check code dating

on shelf stock. The following suppliers' representatives will be able to continue the work currently being provided: Greeting Card Companies, Books and Magazine suppliers.

19.02 It is understood that the above will not apply to suppliers' representatives who are engaged in the erecting of special displays which require the assembling of a special stand, composed of cardboard, wood, metal, etc. The initial stocking shall be performed by an employee of the store, directed by the supplier's representative.

ARTICLE 20
**STORE CLOSING/CENTRALIZATION/
DEPARTMENT CLOSING and/or
ALTERATION OF DEPARTMENTS/
TECHNOLOGICAL CHANGE**

20

20.01 The **Co-operative** will give the Union and affected employees notice in the following events:

- a) store closing - four (4) weeks
- b) department closing or a full-time job becoming redundant - two (2) weeks
- c) substantial alteration to a department - two (2) weeks
- d) technological change - three (3) months
- e) centralization of production - two (2) weeks.

Definitions:

- a) "Centralization" means the movement of

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- production and/or processing from one (1) or more stores into another store or to a location outside the scope of the Agreement operated by the **Co-operative**.
- b) “Technological change” means introduction of new machinery or equipment which may result in the displacement of employees.
 - c) “Affected” for a full-time employee means his/her full-time job is no longer required in his/her department because of one (1) or more events as described in sub-**article 20.01** above, and not due to a drop in business.
 - d) “Affected” for a part-time employee means he/she suffers a reduction in hours (based on the average hours worked in the previous twenty-six (26) weeks before the event) of forty (40%) percent or more (in any week within eight (8) weeks of implementation of an event or events listed above), or due to the events described in sub-**article 20.01**, and not due to a drop in business.
 - e) “Job becoming redundant” means the elimination of a full-time job in a classification in a department. This definition does not apply to changes as a result of **Article 7**.
 - f) “Substantial alteration” is defined as a change in the department structure as follows:
 - i) a new group of products or commodities are to be sold; or
 - ii) the pre-existing mix of products or

commodities is substantially altered to the extent that merchandising, production or staff requirements are substantially altered.

20.02 In the event a circumstance described in sub-**article 20.01** above occurs, affected full-time employees shall be able to exercise bumping rights, by seniority and classification in their department first in their own store, and if not possible, in another store.

20.03 In the event a circumstance described in sub-**article 20.01** above occurs, affected part-time employees shall be entitled to exercise bumping rights as outlined in sub-**article 20.06** without having to wait for four (4) weeks with no hours.

20.04 In the event that a full-time employee who is affected due to technological change, closing of a department, or a job becoming redundant, or centralization outside the scope of the Collective Bargaining Agreement, bumps according to sub-**article 20.05**, he/she shall be offered a training period of up to thirty (30) working days. Should the employee refuse the training or if the employee cannot be retrained, the employee shall be paid severance equal to one (1) week's pay for each year of continuous full-time service to a maximum of fifteen (15) weeks' pay, and shall be considered terminated.

This **Article** does not apply to employees who accept other employment with the **Co-operative**, outside the jurisdiction of this Agreement.

The **Co-operative** will attempt, to the best of its ability, to find a job within the bargaining unit for part-time employees. If it is not possible, said employees will be terminated.

The reference to technological change in this **Article** is intended to assist employees affected by same and accordingly **Articles** 83, 84 and 85 of the Manitoba Labour Relations Act, which refer to technological changes, do not apply during the term of the Collective Agreement between the **Co-operative** and the Union.

20.05 Full-time employees displaced due to events of sub-**article** 20.01 shall exercise seniority rights as follows:

- i) displace the most junior full-time employee in their classification, in the same department, in another store;
- ii) displace a junior full-time employee in any classification, in any store;
- iii) in the event an employee cannot maintain full-time employment in any store, he/she shall remain part-time in his/her own classification and department, subject to his/her rights as per sub-**article** 20.06 below.
- iv) when a full-time employee accepts a full-time job in another classification, he/she shall be given the first opportunity to return to his/her previous full-time position, within twenty-four (24) calendar months of his/her transfer to another classification.

It is understood that the words “displace the most junior employee” or “displace a junior employee” as indicated in sub-**articles 20.05 and 20.06** shall mean that an employee who displaced the most junior employee or a junior employee in a department carries with them their **Co-operative** seniority and is then scheduled according to said seniority, within their own department.

20.06 In the event a part-time employee is reduced to zero (0) hours for four (4) consecutive weeks, they shall be allowed to:

- i) displace the most junior employee in the same classification and department in another store. If not possible, then
- ii) displace the most junior employee in another classification in the same department in the same store, or if not possible,
- iii) displace the most junior employee in another department in the same classification as defined in Appendix B: Bakery Production /Meat Production (B-2) Sales /Service Clerk (B-3 & B-10), Courtesy Clerks (B 5 & B-10), except employees in Journeyman Baker (B-1), and Pharmacy Assistant (B-4), may bump in the Sales/Service Clerk (B-3 & B-10) classification in the same store, or if not possible,
- iv) displace the most junior employee in another department in the same

classification as defined in iii) above but in another store.

20.07 An employee exercising his/her rights under **Article 20** shall be given a “reasonable opportunity” to do the job in a competent manner. For the purpose of this **sub-article**, “reasonable opportunity” shall mean a maximum of thirty (30) working days for a full-time employee and twenty-four (24) hours for a part-time employee.

It is understood that an employee will be given only one (1) training opportunity for an event referred to in **sub-article 20.01**.

20.08 **Rates of Pay**

- (a) In the event any full-time employee exercises his/her right under **sub-article 20.04** and remains in the same classification and department in another store, he/she shall retain his/her current rate of pay.

In the event any full-time employee exercises his/her right under **sub-article 20.04** and moves to another classification or moves to another department, said employee shall be given the two thousand five hundred and one (2,501) hour level for the first eight (8) weeks (three hundred (300) hours), the three thousand and one (3,001) hour level for the next eight (8) weeks (three hundred (300) hours) and the top rate thereafter in that classification.

- (b) In the event any part-time employee exercised his/her right under sub-**article 20.06** and remains in the same classification and department in another store, he/she shall retain his/her current rate of pay. If any part-time employee moves to another classification or moves to another department, said employee shall be given the two thousand five hundred and one (2,501) hour level for the first eight (8) weeks (three hundred (300) hours), the three thousand and one (3,001) hour level for the next eight (8) weeks (three hundred (300) hours), and the top rate thereafter in that classification.
- (c) Any employees displaced due to events of sub-**article 20.01** who were on an over-scale rate of pay, shall keep their overscale when transferring to the new classification.
- (d) In the exercise of **Article 20**, no employee displaced due to the events of sub-**article 20.01** will be allowed to move to a higher rated classification.

ARTICLE 21 COURT'S DECISION

21

21.01 In the event of any **Articles** or portions of this Agreement being held improper or invalid by any Court of Law or Equity 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.

22

ARTICLE 22 HEALTH AND WELFARE

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

23

ARTICLE 23 CASH SHORTAGES

23.01 No employee may be required to make up cash register shortages.

24

ARTICLE 24 REPRIMANDS

24.01 When an employee in the bargaining unit is subjected to a disciplinary interview (where the **Co-operative** intends to discipline the employee, such as to be given a written reprimand, suspension or discharge), said employee shall have a Shop Steward present, or, in the absence of a Shop Steward, an employee from his/her store in the bargaining unit, of the employee's own choice, from the commencement of the interview.

24.02 A copy of such disciplinary notice shall be faxed or emailed to the Union office. If a Shop Steward or member is not present as required the resulting discipline shall not be valid and may not be utilized by the **Co-operative**. If a Shop Steward is present they must be provided with a copy of the disciplinary notice, or the resulting discipline shall not be valid and may not be utilized by the **Co-operative**.

24.03 Sub-**Articles** 24.01 and 24.02 above are not intended to prevent Management from investigating the circumstances, or inquiring, on a matter that may lead to discipline.

24.04 The employee will be given a copy of such disciplinary notice which is to be entered on the employee's personnel file. A copy of the disciplinary notice will be faxed or emailed to the Union office within forty-eight (48) hours of it being issued. In unusual circumstances, where it is necessary for the **Co-operative** to advise an employee by mail of discharge, the Union office will be faxed or emailed a copy of the discharge. Failure to fax or email the discipline within forty-eight (48) hours does not invalidate the discipline under sub-**article** 24.02.

24.05 The signing of disciplinary notices and/or reprimands by Shop Stewards or employees does not mean that they are in agreement, or that they support the content of the reprimand or the disciplinary notice, but is an acknowledgment that they have received said disciplinary notice and/or reprimand.

ARTICLE 25 ADJUSTMENT OF GRIEVANCES

25.01 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, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

25.02 Information

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the **Co-operative** agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish his/her proper rate of pay.

25.03 In any grievance regarding hours worked by an employee and the amount paid to an employee, the **Co-operative** shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the Grievance Procedure shall apply.

25.04 The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

25.05 Any employee, the Union or the **Co-operative** may present a grievance. Any grievance which is not presented within twenty (20) calendar days following the event giving rise to such grievance, or within fourteen (14) calendar days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party.

25.06 All grievances shall be submitted in writing.

25.07 **Employees are encouraged by the Co-operative and the Union to first discuss their complaint with their immediate management supervisor.**

The procedure for adjustment of grievances and disputes by an employee shall be as follows:

Step 1

The Union shall file a written grievance in the **time frame outlined in sub-article 25.05** with the **Human Resources Department**.

The **Human Resources Department** shall reply to the grievance in writing within five (5) calendar days to the Union.

Step 2

Upon receipt of the Co-operative's written response to the grievance, the Union Representative may request a formal meeting to discuss the grievance. If the matter is not taken up with the

Co-operative within ten (10) calendar days of the date the Union received the written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

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

26

ARTICLE 26 SELECTION OF AN ARBITRATOR

26.01 After one (1) of the parties indicates they are taking the matter to arbitration, the matter shall be referred to a single Arbitrator as indicated in sub-article 26.02.

In the interest of settling a grievance prior to an arbitration hearing, and by mutual agreement between the **Co-operative** and the Union, either party may request the assistance of a Grievance Mediator from the Province of Manitoba Conciliation Services. During the life of this Collective Bargaining Agreement, the parties may mutually agree to a list of Mediators other than the Mediators provided from the Province of Manitoba Conciliation Services. Any cost of a Mediator will be shared equally by both parties.

26.02 A grievance shall be referred to a single Arbitrator as indicated below according to the date of the grievance to the following panel of individuals:

- (1) Mr. William Hamilton
- (2) Mr. Michael Werier
- (3) Mr. Arne Peltz

commencing with the name following the name of the last Arbitrator, and commencing again at the beginning of the panel after coming to the end of the panel. For the purpose of such allocation a case which has been withdrawn from arbitration shall be deemed not to have been withdrawn from arbitration. If in any case the Arbitrator allotted is unwilling or unable to act, the individual whose name follows his/her in the panel shall be submitted as the Arbitrator.

The parties may, by mutual agreement during the life of the Collective Agreement, add to and remove Arbitrators from the list above.

26.03 Whenever one (1) of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond the thirty (30) calendar day or ninety (90) calendar day requirements, or in the event that none of the three (3) Arbitrators listed above are available to meet within the thirty (30) calendar day requirement or ninety (90) calendar day requirement, whichever is applicable. If the parties cannot mutually agree to a date beyond the thirty (30) calendar day requirement, or ninety (90)

calendar day requirements, whichever is applicable, the matter shall be referred to the selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty (30) calendar days to render a decision in regard to any matters dealing with suspension or termination, and ninety (90) calendar days from the last date of the hearing on any arbitration cases referred to him/her other than suspensions or terminations.

26.04 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he/she deems essential to a full understanding and determination of the issues involved. In reaching his/her decision, the Arbitrator shall be governed by the provisions of this Agreement.

26.05 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the **Co-operative's** action, or reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way he/she deems advisable.

26.06 The decision of the Arbitrator shall be final and binding upon all parties concerned.

26.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except as indicated in sub-**article**

26.05 above. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

26.08 It is the intention of the parties that this **Article** shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of **Article 25** of this Agreement.

26.09 The expense and fee of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.

ARTICLE 27 BULLETIN BOARDS

27

27.01 The **Co-operative** agrees that during the term of this Agreement, it will allow the Union to install its own bulletin boards in accordance with the conditions set out in Appendix E-10.

ARTICLE 28 CO-OPERATIVE AND UNION CO-OPERATION

28.01 The **Co-operative** agrees that it will not discriminate against any employee for reporting to the Union the violation of any provisions of this Agreement, or for performing services on a Union Committee outside working hours.

28.02 The Union agrees to co-operate when requested by the **Co-operative** in correcting inefficiencies of the employees which might necessitate discharge.

28.03(a) The **Co-operative** recognizes the right of the Union to appoint one (1) Shop Steward per store and one (1) Alternate Shop Steward per store in stores where the **Co-operative** has less than seventy-five (75) bargaining unit employees.

(b) For stores employing seventy-five (75) or more but less than one hundred and twenty-five (125) bargaining unit employees, the **Co-operative** will recognize the right of the Union to appoint one (1) Shop Steward per store and two (2) Alternate Shop Stewards per store.

(c) In stores employing one hundred and twenty-five (125) or more but less than two

hundred (200) bargaining unit employees, the **Co-operative** will recognize the right of the Union to appoint one (1) Shop Steward per store and three (3) Alternate Shop Stewards per store.

- (d) Provided the Union notifies the **Co-operative** Official responsible for Labour Relations in writing of the names of the Shop Stewards in each store, the **Co-operative** agrees to notify the Union prior to or at the time of a transfer of the designated Shop Steward.

28.04 The **Co-operative** agrees to make space available on the bulletin board to the Union for a card indicating the name of the Shop Steward and the name of the Union Representative of this store. The size of said card is to be by mutual agreement between the **Co-operative** and the Union. Said card shall be forwarded to the Store Manager for posting.

28.05 The **Co-operative** agrees to allow Shop Stewards, designated by the Union, to wear their Shop Steward badge while on duty, providing the size of the badge is acceptable to the **Co-operative**.

28.06 Store Management and Shop Stewards shall co-operate with one another in the administration of the Agreement.

29

ARTICLE 29 DECALS

29.01 The **Co-operative** agrees that during the term of this Agreement, it will continue its present policy of permitting the Union to supply and install its decals, two (2) for each of the stores covered by this Agreement, provided however that such decal shall first be approved by Management and be located as directed by the Store Manager. Such decal shall be displayed in a prominent position.

30

ARTICLE 30 UNIFORMS

30.01 The **Co-operative** agrees that during the term of this Agreement, it will maintain its present policy of lending and laundering aprons to employees who are required to wear same, unless the employee opts to wear and maintain other apparel provided by the **Co-operative**.

30.02 (a) New employees will be provided with one (1) shirt at the time of hire.

(b) Every September all employees with a minimum of one (1) year of service may request and receive one (1) additional shirt as long as the employee remains actively employed.

(c) Employees are required to maintain their shirts in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the **Co-operative** at cost. Shirts will be available in appropriate sizes.

(d) This **Article 30** will not apply to employees who do not or are not required to wear a uniform shirt.

30.03 Special clothing such as raincoats, parkas and freezer vests will continue to be supplied by the **Co-operative**, where required, in appropriate sizes and in accordance with past practice.

ARTICLE 31 JURY DUTY

31

31.01 Employees summoned to jury duty, which shall include jury selection, shall be paid wages amounting to the difference between the amount paid to them for jury duty and the amount they would have earned had they worked on such days to the maximum of eight (8) hours per day or thirty-seven (37) hours per week. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, or if jury duty occurs on the employee's scheduled day off. To establish the part-time employee's lost wages, the average wages they have earned in the previous twenty-six (26) weeks will be used to determine their average weekly earnings.

31.02 Witness Fees

Employees required to appear in Court as a witness on behalf of the **Co-operative** will be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned had they worked on such days to a maximum of eight (8) hours per day and thirty-seven (37) hours per week.

31.03 Employees appearing as a witness on behalf of the **Co-operative** on their day off will be paid a minimum of four (4) hours or the amount they would have earned had they worked on such day, as above. This compensation shall be paid at the employee's straight time hourly rate and shall not be considered as payment for time worked.

32

ARTICLE 32 PHYSICAL EXAMINATIONS / DOCTOR'S NOTE

32.01 Where the **Co-operative** requires an employee to take a physical examination, Doctor's fees for the examination shall be paid by the **Co-operative**. The time taken off the job shall also be paid at the employee's regular hourly rate.

Where the **Co-operative** requires an employee to provide a Doctor's note or to have a Doctor fill out a form, they will pay the cost for same unless the note is required as a result of the following:

-
1. The employee has been formally advised that their attendance record is unacceptable and that Doctor's certificates will be required in the future; or
 2. The duration of the absence or the circumstances surrounding the absence requires verification.

The **Co-operative** will be under no obligation to pay for the completion of forms that are required to be completed for the receipt of benefits under Weekly Indemnity, WCB or LTD plans.

In regard to employees returning from a leave of absence the employee will be responsible for the cost of the initial note indicating they are fit to return to work. If the **Co-operative** requires any further medical information the **Co-operative** will pay the cost for same.

For all accommodations where the employee is returning to work from an absence, the employee will be responsible for the cost of the initial Doctor's note which will clearly explain the nature and reason for the accommodation. If further medical information is required the **Co-operative** will pay the cost for same.

The **Co-operative** will be under no obligation to pay for a Doctor's note confirming an accommodation for an employee who has not missed any work due to the medical condition requiring the accommodation.

33

ARTICLE 33 MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832, EDUCATION AND TRAINING TRUST FUND

33.01 The Manitoba Food & Commercial Workers, Local 832, Education and Training Trust Fund shall be as indicated in Appendix “D” of this Agreement.

34

ARTICLE 34 NO HARASSMENT

34.01 The **Co-operative** and the Union agree that no form of harassment shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise.

35

ARTICLE 35 LETTERS OF UNDERSTANDING

35.01 All Letters of Understanding attached to this Agreement in Appendix C, Appendix D, **and** Appendix E shall be an integral part of this Agreement.

ARTICLE 36 DUTY TO ACCOMMODATE

36

36.01 The parties recognize their joint responsibility to accommodate injured workers. The employee's job duties will be modified and/or they will be reassigned to a different work assignment where reasonably practicable. Employees have a responsibility to keep the **Co-operative** informed of their condition, provide proper medical documentation (related to their ability to perform their job and any restrictions) in a timely fashion, and accept reasonable assignments that make a productive contribution to the **Co-operative's** operations.

36.02 If an employee can only be accommodated in a lower paid classification, the **Co-operative** will attempt to find a position that minimizes the effect on their rate of pay.

ARTICLE 37 EXTENDED HOURS / TWENTY FOUR (24) HOUR STORES

37

37.01 In the event that the **Co-operative** decides to expand the hours of the store for public shopping to more than twenty (20) hours in a twenty-four (24) hour period, the **Co-operative** will provide the Union with two (2) weeks' notice. The parties agree to meet and discuss all related concerns including scheduling and safety issues.

38

ARTICLE 38 STRIKES AND LOCKOUTS

38.01 It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slow-downs during the life of this Agreement.

39

ARTICLE 39 EXPIRATION AND RENEWAL

39.01 This Agreement shall be effective from **March 18, 2018** and shall remain in effect until **August 21, 2020**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof. Nothing in this Agreement is retroactive unless specifically provided.

On the expiry date of this Agreement, as indicated above, if negotiations have not been completed, the **Co-operative** and the Union agree that this Agreement will be extended automatically until:

- (1) an Agreement is reached between the parties hereto;
- (2) a strike is declared by the Union by giving the **Co-operative** seven (7) calendar days' notice in writing of its intention to declare

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- a strike, or
- (3) a lock-out is declared by the **Co-operative** by giving the Union seven (7) calendar days' notice in writing of its intention to declare a lock-out.

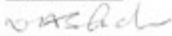
39.02 All revisions desired by either party to this Agreement shall be submitted in writing within ten (10) days of the giving of such notice.

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

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

SIGNED THIS 24th DAY OF August, 2018.

FOR THE UNION:



Vin Ablack


Robb Macpherson


Malcolm Welch


Sharon Grehan


Beatrice Bruske


Jeff Traeger

FOR THE CO-OPERATIVE:


David Negus


Matt Becker


Paul Bustard


Erin Bean


Murray Dehn

APPENDIX A
HEALTH AND WELFARE, SICK LEAVE,
WEEKLY INDEMNITY BENEFIT,
LONG-TERM DISABILITY, DENTAL PLAN,
AND PENSION PLAN

A

A-1 **Manitoba Safeway / UFCW Local 832
Health and Welfare Plan (Plan 1)**

- (a) The **Co-operative** and the Union agree to **participate in the** Manitoba Safeway / UFCW Local 832 Health and Welfare Plan (Plan 1) to provide Health and Welfare benefits as decided by the Board of Trustees from time to time.
- (b) The **Co-operative** agrees to pay **forty-seven (47¢)** cents per hour contribution for all regular hours paid, sick pay (not including Weekly Indemnity), full-time employees' vacation as entitled under sub-**article** 11.03, and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the **Co-operative's** four (4) or five (5) week accounting period.
- (c) Subject to (d) and (e) below, the eligibility and benefits for eligible employees shall be in accordance with the Plan and as determined by the Trustees.
- (d) Full-time employees shall be covered by the Trusteed Health and Welfare Plan after

three (3) months of full-time employment. Part-time employees shall be covered by the Trusteed Health and Welfare Plan after averaging thirty-two (32) hours or more per week during any three (3) consecutive month period. (This shall be interpreted to mean regular hours paid and in the case of a part-time employee three (3) months is intended to mean thirteen (13) consecutive weeks). Employees shall remain covered as long as they remain actively employed by the **Co-operative**, whether or not their average weekly hours drop below thirty-two (32) hours per week.

- (e) Employees who have not yet qualified to be covered by the Trusteed Health and Welfare Benefits or who were not entitled to be qualified for Health and Welfare Benefits prior to October 1st, 1989 and who subsequently qualified as indicated above, and who restrict their availability, and as consequence average less than thirty-two (32) regular hours during any thirteen (13) week period, shall be disqualified from coverage under the Plan.

A-2 **Sick Leave**

- (a) Full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, up to a maximum of one hundred and sixty (160) hours credit. Credits shall accumulate only on full-time employment, following the

completion of a three (3) month full-time employment eligibility period.

- (b) The **Co-operative** shall apply (for full-time employees only) any accumulated sick leave to absences due to sickness not covered by insured Weekly Indemnity benefits (or similar benefits) and may supplement Weekly Indemnity benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.
- (c) All part-time employees who have qualified for Plan 1 benefits shall commence to accumulate sick leave credits on the basis of four (4) hours for each four (4) week reporting period that they work in excess of one hundred and twenty-eight (128) hours.
- (d) The four (4) week reporting period shall be the same four (4) week reporting periods that are used in determining their eligibility for Dental benefits under the Manitoba Food & Commercial Workers Dental Plan.
- (e) After averaging thirty-two (32) hours per week for thirteen (13) consecutive weeks, a part-time employee shall be eligible to commence accumulation at the commencement of the next reporting period.
- (f) All paid time off, such as General Holidays, sick pay from accumulated sick leave credits and time off taken as vacations shall be counted for the purposes of determining

-
- hours worked in that reporting period.
- (g) Part-time employees shall accumulate credits at the rate of four (4) hours for each reporting period that they work in excess of one hundred and twenty-eight (128) hours, up to a maximum of forty-eight (48) hours per year and a total maximum of one hundred and twenty (120) hours, following the completion of the thirteen (13) week eligibility period.
 - (h) Sick leave pay shall be applied only to absences on the employee's regularly scheduled workdays and shall not be applied to any days for which the employee is receiving Weekly Indemnity benefits.
 - (i) The **Co-operative** may require the employee to provide a Doctor's certificate, verifying any absence due to disability.
An employee will not be prevented from returning to work from an absence of three (3) days or less because he/she has not yet obtained a required Doctor's certificate.
 - (j) In order to qualify for sick pay, employees must notify **their department manager** or, in his/her absence, **another member of the management team,** or the next highest ranking employee available prior to the starting time or as soon as possible on the first day of absence. Said employee shall also inform the **Co-operative**, as indicated above, of the estimated length of illness and must notify the **Co-operative** when ready to return to work. The **Co-operative**

-
- agrees to give employees the telephone number and to inform them of any changes.
- (k) Providing an employee is entitled to Weekly Indemnity benefits and a claim has been properly completed and filed with the **Co-operative**, in cases where the employee does not receive Weekly Indemnity payment within three (3) weeks of receipt of the claim, upon request by the employee, an advance payment in the amount equal to the Weekly Indemnity payment will be paid to the employee. In such cases, the employee agrees to reimburse the **Co-operative** when the Weekly Indemnity payment is received.
 - (l) Eligibility for part time employees who do not qualify for sick pay and may become eligible to claim sick pay from the Safeway/UFCW Health and Welfare Plan 2, will be as determined by the Trustees.

A-3 **Manitoba Safeway / UFCW Local 832 Health and Welfare Plan (Plan 2)**

- (a) The **Co-operative** and the Union agree to **participate in** a jointly trusted Health and Welfare fund for part-time employees for the purpose of providing Health and Welfare Benefits to eligible employees who are not covered by the existing Plan 1 as determined by the Trustees from time to time.
- (b) The **Co-operative** agrees to pay (effective

March 16, 2014) zero (0¢) cents per hour contribution for all regular hours paid, sick pay (not including Weekly Indemnity), employees' vacation as entitled under sub-**article** 11.03, and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the **Co-operative's** four (4) or five (5) week accounting period.

- (c) The eligibility and benefits for eligible employees shall be in accordance with the Plan and as determined by the Trustees.

A-4

**Manitoba Food & Commercial Workers
Dental Plan**

- (a) The **Co-operative** agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of thirty-five (35¢) cents per hour (**thirty-six (36¢) cents per hour effective August 26, 2018**) for regular hours paid, sick pay (not including Weekly Indemnity), full-time employees' vacation, as entitled under sub-**article** 11.03, and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit.

A future increase of up to one (1¢) cent per hour per year to a maximum of two (2¢) cents over the term of the collective agreement will be made if determined

necessary by an actuary to fund the existing levels of benefits.

- (b) Such contributions will be forwarded to the Trust within twenty-one (21) days following the **Co-operative's** four (4) or five (5) week accounting period.
- (c) It is agreed that in the event the Government of Canada or the Province of Manitoba provides a non-contributory Dental Care Plan with similar benefits, the **Co-operative's** obligations to continue contributions to the Manitoba Food & Commercial Workers Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Manitoba Food & Commercial Workers Dental Plan and the **Co-operative's** contribution in respect to the cost of these benefits shall cease.
- (d) A maximum coverage payment of claims of the Manitoba Food & Commercial Workers Dental Plan shall be as determined from time to time by the Board of Trustees.

A-5 **Pension Plan**

- (a) The **Co-operative** agrees to contribute to the Canadian Commercial Workers Industry Pension Plan the sum of **one dollar and forty five (\$1.45)** cents per hour for all hours worked or paid by the **Co-operative** to its employees in the bargaining unit including any overtime

hours worked in a week (to a maximum of the basic work week), vacation, General Holidays, sick days (not including Weekly Indemnity, LTD or other similar indemnifications), jury duty, and any paid leave of absence required under the terms of the Collective Agreement.

Contributions are required for each hour overtime is worked and paid to the extent the cumulative hours worked and paid do not exceed the basic work week.

The maximum number of hours for which contributions are to be made in a week is the maximum number of hours of the basic work week for a full-time employee.

In addition, employees will make contributions based on the number of years of continuous service in the Plan as set forth below, which contributions will be made by way of deductions from employees' paycheques:

<u>Period of Continuous Service</u>	<u>Employee Contribution Rate</u>
Less than two (2) years	Zero (0¢) per hour
Two (2) years but less than eight (8) years	Twenty two (22¢) per hour
Eight (8) or more years	Forty (40¢) per hour

- (b) Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked or paid according to the above Appendix A-5 (a) shall be forwarded by the

Co-operative within the twenty-one (21) days after the close of the **Co-operative's** four (4) or five (5) week accounting period. The **Co-operative** agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

- (c) Any member of the Union who also is a member of the Employee Retirement Plan of Canada Safeway Limited (hereinafter referred to as the Canada Safeway Plan) on January 5th, 1975 (June 29, 1987 for Neepawa employees), shall thereafter cease making contributions to the Canada Safeway Plan. He/she will then be considered as having withdrawn from the Canada Safeway Plan as of January 5th, 1975 (June 29, 1987 for Neepawa employees) and his/her benefits thereunder shall be as set forth in Article II, Section 3, of the Plan, entitled "Withdrawal from Plan".
- (d) In the event a new Master Agreement concerning the Canadian Commercial Workers Industry Pension Plan is concluded with **Red River Cooperative Ltd.** as a signatory, the **Co-operative** agrees to abide by the terms of such Agreement.

A-6 General

Employees found abusing any Health and Welfare Benefit shall be disciplined by the **Co-operative**.

B**APPENDIX B
WAGES SCALES****B-1 Journeyman Baker**

	Current	August 26/2018
	21.69	21.69

B-2 Bakery Production/Meat Production

	Current	August 26/2018
0 - 500 hours	11.40	12.60
501 - 1000 hours	11.45	12.98
1001 - 1500 hours	11.50	13.37
1501 - 2000 hours	11.55	13.77
2001 - 2500 hours	11.80	14.18
2501 - 3000 hours	12.05	14.61
3001 - 3500 hours	12.30	15.05
3501 - 4000 hours	12.62	15.50
4001 - 4500 hours	13.13	15.96
4501 - 5000 hours	13.65	16.44
5001 - 5500 hours	14.17	16.93
5501 - 6000 hours	14.68	17.53
6001 - 6500 hours	15.20	18.14
6501 - 7000 hours	15.72	18.77
7001 - 7500 hours	16.23	19.43
over 7500 hours	20.20	20.20

**B-3 Sales / Service Clerk - Hired prior
to March 23, 2014**

	Current	August 26/2018	October 1/2018
0 – 500 hours	11.40	11.40	11.45
501 - 1000 hours	11.45	11.45	11.50
1001 – 1500 hours	11.50	11.50	11.55
1501 – 2000 hours	11.55	11.55	11.60
2001 – 2500 hours	11.60	11.60	11.65
2501 – 3000 hours	11.65	11.65	11.70
3001 – 3500 hours	11.70	11.70	11.75
3501 – 4000 hours	11.75	11.75	11.80
4001 – 4500 hours	11.80	11.80	11.85
4501 – 5000 hours	12.15	12.15	12.15
5001 – 5500 hours	12.60	12.60	12.60
5501 – 6000 hours	13.05	13.05	13.05
6001 – 6500 hours	13.50	13.50	13.50
6501 – 7000 hours	13.95	13.95	13.95
7001 – 7500 hours	14.40	14.40	14.40
over 7500 hours	18.20	18.20	18.20

B-4 Pharmacy Assistant

	Current
0 – 520 hours	14.45
521 – 1040 hours	14.70
1041 - 1560 hours	14.95
1561- 2080 hours	15.45
2081 - 2600 hours	15.95
2601- 3120 hours	16.45
3121- 3640 hours	16.95
3641 - 4160 hours	17.45
4161- 4680 hours	17.95
Over 4680 hours	19.70

	August 26/2018
0 – 500 hours	14.45
501 – 1000 hours	14.88
1001 - 1500 hours	15.33
1501- 2000 hours	15.79
2001 - 2500 hours	16.26
2501- 3000 hours	16.75
3001- 3500 hours	17.25
3501 – 4000 hours	17.77
4001- 4500 hours	18.30
4501 – 5000 hours	18.85
5001 – 5500 hours	19.51
5501 – 6000 hours	20.20
6001 – 6500 hours	20.90
over 6500 hours	21.80

**B-5 Courtesy Clerk – Hired prior to
March 23, 2014**

	Current	August 26/2018	October 1/2018
0 - 500 hours	11.40	11.40	11.45
501 - 1000 hours	11.45	11.45	11.50
1001 – 1500 hours	11.50	11.50	11.55
1501 – 2000 hours	11.55	11.55	11.60
over 2000 hours	11.75	11.75	11.75

B-6 CoffeeBarServer/ProductDemonstrator

	Current	August 26/2018	October 1/2018
0 - 500 hours	11.40	11.40	11.45
501 - 1000 hours	11.45	11.45	11.50
1001 - 1500 hours	11.50	11.50	11.55
1501 – 2000 hours	11.55	11.55	11.60
2001 – 2500 hours	11.60	11.60	11.65
over 2500 hours	12.55	12.55	12.55

B-7 Coffee Bar Operator

	Current	August 26/2018
0 - 500 hours	13.15	13.15
501 - 1000 hours	13.65	13.65
over 1000 hours	15.50	15.50

B-8 Floral Supervisor

	Current	August 26/2018
	20.05	22.09

B-9 Meat Cutter

	Current
0 – 640 hours	11.40
641 – 1280 hours	11.45
1281 – 1920 hours	11.74
1921 – 2560 hours	12.99
2561 – 3200 hours	14.24
3201 – 3840 hours	15.49
3841 – 4320 hours	16.74
Over 4320 hours	21.69

	August 26/2018
0 – 500 hours	16.16
501 – 1000 hours	16.73
1001 - 1500 hours	17.31
1501- 2000 hours	17.92
2001 - 2500 hours	18.54
2501- 3000 hours	19.19
3001- 3500 hours	19.96
3500 - 4000 hours	20.76
over 4000 hours	21.69

B-10 (NEW) for all Sales/Service Clerk and Courtesy Clerk employees hired on or after March 23, 2014

	Current	August 26/2018	October 1/2018
0 - 500 hours	11.40	11.40	11.45
501 - 1000 hours	11.45	11.45	11.50
1001 – 1500 hours	11.50	11.50	11.55
1501 – 2000 hours	11.55	11.55	11.60
2001 – 2500 hours	11.60	11.60	11.65
2501 – 3000 hours	11.65	11.65	11.70
3001 – 3500 hours	11.70	11.70	11.75
3501 – 4000 hours	11.75	11.75	11.80
4001 – 4500 hours	11.80	11.80	11.85
4501 – 5000 hours	12.15	12.15	12.15
5001 – 5500 hours	12.60	12.60	12.60
5501 – 6000 hours	13.05	13.05	13.05
over 6000 hours	13.50	13.50	13.50
Senior Clerk			
0 - 500 hours	14.25	14.25	14.25
501 - 1000 hours	15.00	15.00	15.00
1001 – 1500 hours	15.75	15.75	15.75
1501 – 2000 hours	16.50	16.50	16.50
over 2000 hours	17.35	17.35	17.35

All new Sales/Service Clerks will progress to the top of the Sales/Service Clerk scale as described in Appendix B-10 above. They will then progress to

the Senior Sales/Service Clerk scale when the Senior Sales/Service Clerk hours as a percentage of the total Sales/Service Clerk hours hired after March 23, 2014 is less than twenty-five (25%) percent. This calculation will be done, by store two (2x) times per year (April 15th and October 15th).

All new Courtesy Clerks hired after March 23, 2014 will progress up the wage scale based on hours worked or paid to the two thousand and one (2001) level in the new wage scale above and be capped at that level.

B-11 OFF-SCALE LANGUAGE

Any employee who is **currently** at an off-scale rate as a result of any **previous** wage increase will remain at that off-scale rate until his/her service and experience qualify him/her for the next higher rate in the wage scale.

B-12 NEW SCALE MINIMUM WAGE ADJUSTMENTS

For wage scales **that are** affected by future minimum wage increases the parties agree that the start rate in the affected scale will be increased by an amount required to place that rate **ten (10¢)** cents above the minimum wage. The wage scales above the affected start rate will also be increased so as to create a five (5¢) cents spread with the rate immediately below that rate. These adjustments will continue up the scale until such time as the contract scale is higher than the adjusted scale.

B-13 Employees shall receive incremental increases to their rate of pay based on the increments as set out in their classification in Appendix B-1 to Appendix B-10.

The administration of hourly increases for job classifications is based on an employee's accumulated hours of actual work and hours paid (for example, General Holiday, bereavement, jury duty, sick days).

B-14 All overscale employees as of **August 21, 2018** shall continue to receive their same overscale employees' rate of pay for the duration of this Agreement. All overscale employees who are required to transfer at the request of the **Co-operative** to another classification shall keep their overscale premium which shall be added in addition to the hourly rate of pay that the employee is entitled to receive in their classification.

B-15 **COURTESY CLERK CLASSIFICATION AND RESTRICTIONS**

- (1) (a) Before scheduling hours of work in a store to a Courtesy Clerk, part-time employees (i.e. Sales /Service Clerks and former Students on the payroll December 1, 1985, who were previously assigned to bagging, handling of baskarts, clean-up, bottle returns and bottle sorting) shall be offered the average weekly hours they worked during the period

September 9th to November 30th, 1985. Fulfilling this is subject to the part-time employees' willingness to work assigned hours.

- (b) Employees who have an “assurance of hours” shall continue to be entitled to same as indicated above, but the **Co-operative** may, to maintain this “assurance of hours”, transfer the employee to another store, within a reasonable distance from their previous store or present residence.
- (2) No part-time employees other than Courtesy Clerks can apply for hours to be worked in the classification of Courtesy Clerk, except as indicated in Appendix B-16.
- (3) An employee classified as Courtesy Clerk will not be scheduled by the **Co-operative** or called in to work for more than twenty (20) hours per week. The twenty (20) hours maximum indicated above can be extended to twenty-four (24) hours, providing said Courtesy Clerks work one (1) of their shifts on a Sunday and providing the **Co-operative** assigns Courtesy Clerks to work on Sunday from volunteers and by seniority among Courtesy Clerks.
For Courtesy Clerks with more than three (3) years of service, the above restriction will be deemed to be twenty-five (25) hours per week maximum and thirty (30) hours per week if scheduled on Sunday.

(4) Courtesy Clerk can be on duty a maximum of one (1) hour before store opening and one (1) hour after store closing.

(5) The primary duties of Courtesy Clerks shall be bagging, carrying out of groceries, handling of baskarts, work associated with the baler, collecting and putting out garbage, sweeping and mopping of the floors in any area of the store premises which shall include the entire store (within the external walls) and the parking lot.

Courtesy Clerks' secondary functions may include price checks, product returns, bottle returns and bottle sorting, getting change, parcel pick-up and replenishing the supply of bags.

Courtesy Clerks may also clean up (dust, wash, dampmop, sweep, clean up product spills and breakages) in the lunch rooms, wash rooms and the sales area. The sales area shall be defined as any area within the store where the customers normally shop. Courtesy Clerks can clean shelves as long as they do not have to remove product or face product.

(6) All the **Articles** of the Agreement shall apply in their entirety to employees classified as Courtesy Clerk, with the following exceptions:

(a) The scheduling of Courtesy Clerks within each store will be governed by the provisions of sub-**article** 17.13 of the Collective Agreement.

(b) **Courtesy Clerks Promoted to Sales/Service Clerk or Bakery Production/Meat Production**

1. Unless merit, fitness and ability of an employee is greater than other employees working as Courtesy Clerks in their own store only, seniority shall govern for the purpose of promoting to Sales/Service Clerk or Bakery **Production/Meat Production**, after an assessment period of thirty (30) days worked.
2. If said employee successfully completes the assessment and is promoted to Sales/Service Clerk or Bakery **Production/Meat Production**, he/she shall be entitled to retroactive pay to the commencement of the assessment period in the amount of the difference between his/her rate of pay and the rate of Sales/Service Clerk or Bakery **Production/Meat Production** that he/she will be classified in, as per Appendix B-2, B-3 and B-10. If a Courtesy Clerk is unsuccessful, there shall be no additional compensation paid to him/her above his/her regular rate as a Courtesy Clerk.
3. A Courtesy Clerk will be given, when reclassified, the next higher rate of pay in the classification he/she has been reclassified into and will be credited with hours required to maintain that

rate of pay in the new Sales/Service Clerk or Bakery **Production**/Meat Production classification. He/she will then progress to the next higher rate by working or being paid hours amounting to the difference between the credited hours and the hours required to progress to the next level.

4. The employee will have a new starting seniority date in the Sales/Service Clerk or Bakery **Production**/Meat Production classification.

B-16 **COURTESY CLERKS PROMOTED TO PART-TIME GAINING HOURS BY WORKING COURTESY CLERK HOURS**

1. Courtesy Clerks who have been promoted to part-time shall be given an opportunity to supplement their weekly hours of work in addition to their regular weekly hours worked in a store by working additional hours as a Courtesy Clerk. For the purposes of Courtesy Clerk scheduling, they shall maintain their original Courtesy Clerk seniority date.
2. These additional hours are to be worked at their Courtesy Clerk rate of pay contained in Appendix B-5 and B-10.
3. A declaration that an employee wishes to acquire Courtesy Clerk hours must be made within six (6) months of the date of promotion.

APPENDIX C
BAKERY PRODUCTION
DEPARTMENT
ONLY

This Agreement shall also apply in its entirety to the In-Store Bakery Production Department employees, except as follows:

C-1 **Production Work Definition**

Production work shall be defined as any work performed in the processing of raw products.

C-2 **Night Shift**

Employees working in the In-Store Bakery Production Department shall not be asked to work longer than nine (9) consecutive months in a twelve (12) month period on night shift, providing it is feasible and practical to do so.

C-3 **Wages**

The **Co-operative** agrees to pay employees working alone on night shift for more than one (1) shift an additional one dollar (\$1.00) per hour. This does not apply to employees classified under Appendix B-1.

C-4 **Payment for Work in a Higher Classification**

The **Co-operative** agrees to pay the hourly rate for the classification to an employee who works over fifty (50%) per cent of the basic work week in the higher classification for all hours worked during that week.

C-5 The **Co-operative** agrees that each full Bakery will have one (1) employee designated by the **Co-operative** classified as Journeyman Baker.

D

APPENDIX D
MANITOBA FOOD & COMMERCIAL
WORKERS, LOCAL 832,
EDUCATION AND TRAINING
TRUST FUND

D-1 The **Co-operative** shall continue to contribute **five (5¢) cents** per hour, **effective August 21, 2018**, into the Manitoba Food and Commercial Workers, Local 832 Education and Training Trust Fund. **The Parties agree that contributions will cease on the first full pay period following ratification of the agreement and will be reinstated on the last day before the expiry of the Agreement (with expiry to include any extension of the Agreement while the parties continue to negotiate).**

The hours for which the **Co-operative** will contribute said amount will be the same as contributed for the Dental Plan under Appendix A-4(a), and shall be remitted to the Union in the same manner.

APPENDIX E

LETTERS OF UNDERSTANDING

E

BETWEEN:

RED RIVER COOPERATIVE LTD.,
a body corporate carrying on business
in the Province of Manitoba, 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**”.

E-1 Five (5) Minute Leeway

The Union agrees to a five (5) minute leeway each day, which is not intended to be part of the work schedule. Rather, this is to take care of the extra few minutes required to complete a job in progress at quitting time.

All time worked in excess of the five (5) minutes' leeway shall be paid at overtime rates.

E-2 Locker Search

To the extent that lockers are currently provided to employees, it is understood between the parties that such lockers may only be entered in one (1) of the two (2) following circumstances:

-
- (1) (a) in the presence of the employee, or
(b) if requested by the employee, in the presence of a Shop Steward;
 - (2) in the presence of a Police Officer.

E-3 Clarification of the Nature of the Bargaining Unit

Employees assigned, for example, to store relining, inventory crew, electronic store systems co-ordinator, and other such personnel that assist the operation of stores owned and/or operated by the **Co-operative** are understood to be excluded from **Article 1** of this Agreement.

E-4 Legislation Changes – Right of Employee Not to Work on Sunday

In the event that the circumstances related to Sunday scheduling are determined to have changed by regulation, legislation or application at the **Co-operative's** major competitor in the City of Winnipeg, with respect to an employee's right not to work on Sunday, the Union agrees to meet with the **Co-operative** to resolve the issue so as to ensure that the **Co-operative** is not placed at an operational disadvantage to that competitor as a result of the change.

E-5 Transfer to Another Store

The **Co-operative** agrees to consider requests for part-time employees to transfer

to another store for the purpose of receiving additional hours of work.

E-6 Working Late Evening Shopping Shift

- 1) When an employee works the late evening shopping shift, the **Co-operative** will arrange to escort the employee to his/her car, if requested, to ensure his/her safe departure.
- 2) The cost of transportation for employees to or from work between twelve (12:00) o'clock midnight and six (6:00) o'clock in the forenoon shall be at the expense of the **Co-operative** included in the employee's classified hourly rate of pay.
- 3) For employees engaged in the service to customers in stores operating more than twenty (20) hours per day the cost of transportation will be over and above that referred to above.
- 4) Other matters relating to employees' security shall be brought to the attention of Management.

E-7 Successors and Assigns

- (1) In the event the **Co-operative** agrees to a sale, lease or transfer of more than fifty (50%) percent of the retail facilities in the Winnipeg Division represented by the United Food & Commercial Workers Union, Local No. 832, it is acknowledged that, pursuant to the provisions of the

Manitoba Labour Relations Act, this Agreement shall be binding upon the successor or assignee of the **Co-operative**. It is clearly understood that this Letter of Understanding will only place these specified obligations upon a successor or assignee who intends to operate these facilities as retail grocery stores.

- (2) Given the circumstances specified in paragraph #1, the **Co-operative** shall give written notice to the prospective successor or assignee of its obligation to assume this Agreement. Written confirmation of that Notice shall be provided to the Union fourteen (14) days prior to the transfer of business.
- (3) In consideration of the **Co-operative's** execution of this Agreement, the Union agrees that the **Co-operative** shall not be a guarantor or be held liable for any breach by the purchaser of its obligation under the Collective Agreement, and the Union shall look exclusively to the Purchaser for compliance with the terms of the Collective Agreement.

E-8 **Seniority Ranking of Part-time Employees With the Same Hiring Date in a Store**

When two (2) or more part-time employees or Courtesy Clerks are hired or promoted on the same date, the **Co-operative** shall rank

employees, as determined by Management, prior to completion of the probationary period or assessment period, if applicable.

The names of employees who are given a seniority ranking shall be forwarded to the Union on a monthly basis as required.

The ranking of employees with the same seniority date in the store shall be shown by a numerical designation beside the employee's applicable seniority date.

This ranking will also occur as stated above when a part-time employee is transferred to another store where two (2) or more employees have the same continuous date of hire.

E-9 Specifics of Store Management and Shop Stewards Co-operation

- (1) The Store Management should welcome Shop Stewards and employees in their stores bringing complaints or alleged grievances to the attention of the Store Manager.
- (2) The Shop Stewards must appreciate and understand the fact that the Store Manager's duty and responsibility is to run the store according to the **Co-operative's** policies and specifications.
- (3) Store Managers and Shop Stewards must jointly encourage employees in the stores to have their concerns resolved by the Store Manager and/or Shop Steward on matters dealing with the Agreement.

- (4) The Shop Stewards must, in all cases, perform their duties as employees of the **Co-operative** to the best of their ability, which is the main reason and purpose of their job.
- (5) A meeting should take place regularly, or as regularly as necessary, between the Store Manager and the Shop Stewards to discuss any concerns which the employees may have brought to the attention of the Shop Stewards.
- (6) The full-time Union Representatives will encourage the Shop Stewards to approach Store Managers and attempt to resolve concerns at the local store level.
- (7) The Store Managers should, therefore, make every speedy effort to do same.
- (8) If the above Store Manager/Shop Steward co-operation policy breaks down, each side, Management or the Union, will work to restore it to the intent of **Article 28** of the Agreement.
- (9) It should be understood by Shop Stewards that, although they have an important function to perform as Shop Stewards, they should nevertheless, to the best of their ability, work to achieve the missions and objectives of the **Co-operative**.

E-10 **Union Bulletin Boards** are allowed in **Red River Cooperative Ltd.** stores on the following conditions:

1. The Store Manager, the Union Representative and the store Shop Steward will each

-
- have a key to the Board.
 2. The boards will be placed in the lunch room, where suitable, or a location in the back room of the store.
 3. The Union would assist in the installation of the boards.
 4. The boards will remain the property of the Union and returned to the Union in the event of store closure.
 5. The **Co-operative** can only ensure the same degree of care for the board as any other general fixture in the store.
 6. The posting of Union notices by Union Representatives will continue in accordance with **Article 28** of the Agreement, i.e. provided such notice shall first receive the approval of Management.
 7. Notices of political nature will not be posted.
 8. It is understood the Union bulletin boards will not be used as a weapon against Red River Cooperative Ltd. during the term of contract or during negotiations for a new Agreement. If the boards are used as a weapon against Red River Cooperative Ltd., the privilege of the Union Boards in stores will be rescinded.

E-11 Right to Grieve Termination Due to Illness or Injury

Pursuant to **Co-operative** policy on terminating employees who are absent from

work for twenty-four (24) months or more due to illness or injury, the parties agree to the following:

- a. Prior to an employee who is absent from work due to illness or injury being terminated, the **Co-operative** and the Union will meet to discuss the particular circumstances of the employee in question.
- b. The termination of an employee in these circumstances will not affect his/her eligibility for benefits under L.T.D. or Pension Plans.
- c. If the parties are unable to agree on the status of the employee, the **Co-operative** maintains the right to terminate the employee subject to the Union maintaining the right to grieve the validity of such termination.

E-12 Cashier Duties

The **Co-operative** intends to review and resolve with the Union any issues where non-cashiers are believed to be performing Cashiers' duties to the extent that it may regularly take away a shift that could be available to Cashiers. Where this amount is deemed to be excessive, the parties shall meet to review with a goal of minimizing the amount of cashing done by non-cashiers.

E-13

Consideration of Employees Interested in Position of Variety or File Maintenance as Back-up or Vacation Relief

Employees who are interested in being considered for a position in Variety or File Maintenance as backup or vacation relief in the store may apply to the **Co-operative** in writing. The **Co-operative** agrees to consider such employees for future store needs on the basis of their relative skill and ability. In the event the employees are viewed as relatively equal by the **Co-operative**, the senior employee will be selected provided the employee is prepared to work different shifts as designated by the **Co-operative**.

E-14

Full-time Ratio

The **Co-operative** and the Union agree that the following terms will comprise the understanding of the parties in respect to the administration of **Article 7** of the above Collective Bargaining Agreement.

1. Full-time employees who are counted will be those who have full time status on the date of the count and will include for example, employees on vacation, leave of absence (to a maximum of one (1) year unless exceeded by law), Weekly Indemnity, WCB, LTD and any other approved absence. Employees noted in this **Article** will be included in the count

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- of full-time employees but will not be included in the total number of employees used to calculate the percentage.
2. Full-time employees assigned to tasks such as reline crew, training school, etc., who work outside the store will be counted provided they are covered by the Collective Bargaining Agreement and work and/or are paid thirty-seven (37) hours as listed.
 3. If the **Co-operative** is found to be in violation of the full time ratio, then:
 - a) A full-time position shall be deemed to have been created and the full-time job shall be posted as per sub-**article 17.20** of the Collective Bargaining Agreement; or
 - b) A full-time employee who has been reduced to part-time by the **Co-operative**, subject to sub-**article 17.04 (1)** and, subject to the **Co-operative's** determination of the job that is required to be filled, such employee shall be given the opportunity for a full-time job before a job is posted.

It is understood that if the **Co-operative** is short two (2) employees, then two (2) positions will be deemed to have been created. It is also understood in calculating the number of required positions that point one (.1) shall equal one (1) job.

4. The **Co-operative** will, in good faith, provide data that is as accurate as

practicable. Both parties recognize that errors and corrections can occur in a data base as large and complex as the one under scrutiny. Accordingly, the **Co-operative** accepts the fact that grievance time limits relating to full-time ratio grievances will not be rigidly applied but will be directory. Correspondingly, the Union recognizes that the initial information provided that indicates a violation may upon further review and explanation by the **Co-operative** indicate a violation does not exist.

5. In the calculation of the full-time ratio, it is also agreed that the number of Courtesy Clerks will not be included when calculating the total number of employees to determine the full-time ratio as per the Agreement.

E-15 **Anti-Fatigue Mats**

The **Co-operative** will continue its past practice of having effective anti-fatigue mats to be placed at the checkstands, customer service and in appropriate areas provided it is safe and reasonable to do so.

- E-16** The interpretation of sub-**article** 7.04 is such that the inclusion of the employees referred to in sub-**article** 7.04 above in the count effective November 14, 2004, will not be used to reduce any current full-time

employee to part-time. This will not prevent the **Co-operative** from reacting to business conditions. This Agreement will expire on **August 21, 2020**.

E-17 The **Co-operative** will comply with the Employment Standards Code as it relates to the calculation of part-time General Holiday pay.

E-18 **Premium on Vacation**

Vacation pay for full-time employees entitled to paid vacation shall include night shift premium if the employee is on nights for the four (4) weeks prior to the vacation. It shall also include relieving premium provided the employee relieved for the full four (4) week period immediately prior to the vacation. Vacation pay shall also include Lead Hand premium.

E-19 **Creating New Classifications**

Employees may be hired or selected on the basis of their qualifications, skills and abilities solely as determined by Management for positions that require a particular skill or knowledge base not currently in place in our store offering.

The **Co-operative** and the Union will meet to negotiate wage rates, classification titles and qualifications for these positions.

The **Co-operative** agrees to notify the Union, in writing, of the persons selected

by the **Co-operative** indicating the store number and the Department.

E-20

Cross Department Training

The Co-operative and the Union agree that for the purpose of efficiently operating the business for short term relief, Sales/ Service Clerks that are not maximized in their home department may, by mutual agreement, be scheduled available hours in other departments as required by the Co-operative. It is understood that the employee's seniority date will apply only to their home department, and will not apply to the secondary department where the available shifts may be. This will not be seen as a guarantee of full time or any number of hours per week.

Staff in the receiving department must be scheduled for any additional available shifts before hours are scheduled to an employee from outside of the department.

E-21

Lorette and Selkirk Red River Cooperative Ltd. Locations

The parties agree that employees working at the Lorette and Selkirk Red River Cooperative Ltd. locations shall be deemed to be covered under Article 1 of the agreement between the parties.

The parties have agreed that the existing Red River Cooperative Ltd. locations in Lorette and Selkirk, formerly known

as The Marketplace at Lorette and The Marketplace at Selkirk, will continue to be governed by the terms of their existing collective agreements. For greater clarity, the Lorette collective agreement between FCL Enterprises Co-operative, trading as The Marketplace at Lorette and United Food and Commercial Workers Local 832, which was last ratified on May 6, 2018; and the Selkirk collective agreement between the Marketplace at Selkirk and United Food and Commercial Workers Local 832, which was last ratified on August 14, 2016.

E-22

Management Trainees

To enhance The Co-operative's ability to promote employees to management positions from within the existing employee group, the parties acknowledge that the Co-operative has an existing management training program. Employees who apply for and are accepted to the management training program will be bargaining unit employees as per article 1.02 of this agreement. The wage rate for employees in this program will be \$22.09 per hour.

E-23

Product Demonstrations

The parties acknowledge that in-store Product Demonstrations have historically been performed by a third party service and/or local vendors, outside of the scope

of this agreement. The Co-operative would like to try doing some, but not all, Product Demonstrations with bargaining unit employees on the B-6 wage scale. This will in no way restrict the Co-operative's ability to utilize third party demonstrators in the future.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS 24th DAY OF August, 2018.

FOR THE UNION:


Beatrice Brüske

FOR THE CO-OPERATIVE:


Murray Dehn

TO: THE NEW EMPLOYEE:

You are hereby informed that Union membership is a condition of employment.

1. **Articles** of Agreement between the United Food and Commercial Workers Union, Local No. 832, UFCW, AFL & CIO - CLC and this **Co-operative**, Red River Cooperative Ltd., contain the following statement.

UNION SHOP

The **Co-operative** agrees to retain in its employ within the bargaining unit as outlined in **Article 1** of this Agreement only members of the Union in good standing. The **Co-operative** shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees, 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) days.

2. New employees will be considered for previous experience credit to a maximum of five thousand and one (5001) hours except for Bakery **Production**/Meat Production classifications which will be to a maximum of six thousand and one (6001) hours, in their designated classification, provided:

-
- i) it is comparable experience in a unionized chain retail food store; and
 - ii) twelve (12) months have not elapsed since their last day worked.

It shall be the responsibility of the employee to supply reasonable proof of his/her previous experience within sixty (60) calendar days of employment. Otherwise, all claim for credit for previous experience shall be forfeited by the employee. Reasonable proof will mean that if past employment records are not obtainable, the Union records, Income Tax records, or other similar documents will be acceptable. The hourly rate for recognized credit will be effective from the first day of employment.

It is most important that you inform the **Co-operative** of your previous experience and if you do not agree with your rate of pay and same is not adjusted by mutual agreement with the **Co-operative**, then this must be discussed with your Union Representative as soon as possible.

No consideration will be given to any disagreements pertaining to credit for previous experience if presented later than sixty (60) calendar days from the date of employment.

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 cyldiners 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 2018

Calendar for each year of
agreement 2019

Calendar for each year of
agreement 2020

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