

**THE MARKETPLACE
AT SELKIRK**

FROM: April 1, 2016
TO: March 31, 2020

President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,
President UFCW Local 832



THE MARKETPLACE AT SELKIRK

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EXPIRY DATE: MARCH 31, 2020

AGREEMENT BETWEEN:

THE MARKETPLACE AT SELKIRK, in the City of Selkirk, Province of Manitoba, hereinafter referred to as the "Employer",

AND

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

ARTICLE 1 PURPOSE

- 1.01 The purpose of this Agreement shall be:
- (a) to establish wage rates, hours of work and other working conditions, as outlined in the contract.
 - (b) to provide a method for settlement of disputes and grievances of all employees covered by this Agreement.
 - (c) to promote an efficient operation and harmonious relations.

ARTICLE 2 DEFINITIONS

2.01 **Full-Time Employee**

A full-time employee shall be an employee who is normally scheduled to work not less than forty (40) hours per week, consisting of five (5) eight (8) hour working days.

2.02 **Part-time Employee**

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

2.03 **Masculine or Feminine Gender**

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

2.04 **Plural and Singular**

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

ARTICLE 3 SCOPE

3.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of The Marketplace at Selkirk, in the city of Selkirk, province of Manitoba, save and except one (1) head cashier, department managers, those above the rank of department manager, and those excluded by the Act.

3.02 FCL trainees shall be excluded from the bargaining unit. The Employer agrees that not more than one (1) FCL Trainee shall be on staff at any one time unless otherwise mutually agreed between the Employer and the Union. Work schedules will not be affected by the presence of FCL Trainees. The Employer shall provide the Union with advance written notification of any FCL Trainee who is to be so employed.

3.03 The Employer agrees, upon request from the Union, to provide the names and positions of all employees excluded from the bargaining unit, and to provide the name and position of each employee appointed to a position excluded from the bargaining unit.

3.04 The Employer shall provide the Union in January of each calendar year with a list containing the current names, addresses, telephone numbers, classifications and rates of pay of all bargaining unit employees.

ARTICLE 4 MANAGEMENT RIGHTS

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

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

4.03 The Employer shall be the sole judge as to the merchandise to be handled in its store.

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

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

ARTICLE 5 UNION SECURITY

5.01 The Employer agrees to retain in its employ within the bargaining unit as outlined in Article 3 of this Agreement, only members of the Union in good standing. The Employer 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. The Union agrees that it will not request the discharge or discipline of employees except for non-payment of union dues and/or initiation fee.

5.02 The Employer agrees to provide each new employee and rehired employee, at the time of employment, with a form letter (Exhibit One) outlining to the employee his or her responsibility in regard to payment of union dues and initiation fee.

5.03 The Employer 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 Membership Application in Exhibit One will be used for the duration of the Collective Agreement.

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

ARTICLE 6 DUES CHECK-OFF

6.01 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such union dues and initiation fees as are authorized by the Union. Monies deducted during any period shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than three (3) weeks following the end of the complete pay period and accompanied by a written statement of the names and Social Insurance Numbers of the employees for whom the deductions were made and the amount of each deduction.

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

ARTICLE 7 PROBATIONARY PERIOD

7.01 Employees shall be considered probationary until placed on a seniority list. Employees shall be entitled to be placed on a seniority list when they have been in the employ of the Employer ninety (90) calendar days for full-time employees and five hundred and twenty (520) hours for part-time employees, from the date of hiring. The Employer, 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 the Agreement in respect to this discharge. Time lost by a probationary employee for personal or health reasons shall be added to the prescribed probationary period.

ARTICLE 8 SENIORITY

8.01 Seniority for all employees shall be defined as the length of continuous service with the Employer within the bargaining unit.

8.02 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence except Union Leave as per Article 17.02.

8.03 Seniority shall be broken and all rights forfeited when:

- (a) an employee is dismissed by the Employer for just cause and the employee is not reinstated through the grievance procedure contained in the Agreement;
- (b) an employee voluntarily leaves the service of the Employer;
- (c) more than twelve (12) months have elapsed since last so employed, in the event of a layoff;
- (d) an employee fails to report for work within ten (10) calendar days of being recalled after a layoff. When the Employer recalls an employee who has been laid off, it shall notify such employee by registered letter, addressed to the employee's last known address;
- (e) an employee is absent from work without a leave of absence for more than three (3) consecutive working days unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the Employer shall be considered a satisfactory reason.

8.04 In matters of demotion and reduction to part-time, and when assigning an employee to relieve another employee in a higher paid classification, merit, ability and fitness, as determined by the Employer, to perform the work satisfactorily shall be the governing factor. Where merit, ability and fitness are comparable and sufficient, the senior person shall be selected except for demotions and reduction to part-time, where reverse order of seniority shall apply.

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

8.06 A full-time employee with one (1) or more years of full-time seniority, who is reduced to part-time by the Employer, shall be placed at the top of the part-time seniority list for the purpose of receiving part-time hours of work within the department they were working in at the time of their reduction to part-time and for the purpose of determining their seniority ranking should a full-time job within said department become available at a later date. In all other matters said full-time employee's length of continuous service with the Employer within the bargaining unit shall be used. Accumulated full-time seniority shall be the governing factor in determining a full-time employee's seniority ranking in situations where more than one

full-time employee within the same department is being employed on a part-time basis at the same time.

8.07 A full-time employee who has less than one (1) year of full-time seniority, who is reduced to part-time by the Employer, shall use the length of their continuous service with the Employer within the bargaining unit when determining where they are to be placed on the part-time seniority list.

8.08 The Employer agrees to give two (2) weeks' notice in writing prior to changing an employee's status from full-time to a part-time basis.

8.09 Part-time employees will have seniority only over other part-time employees. Seniority for full-time employees shall apply amongst full-time employees and it is agreed that all full-time employees shall have seniority over part-time employees. Part-time employees who become full-time shall begin accumulating their full-time seniority at that time.

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

8.11 When a part-time employee works the basic work week for thirteen (13) consecutive weeks, a full-time position shall be deemed to have been created and shall be filled in accordance with Article 10 of this Agreement. This clause does not apply where the employee is filling in for vacation relief.

8.12 Prior to the hiring of new staff to work additional hours of work that have become available, the Employer will first make every reasonable effort to distribute these additional hours of work amongst the present bargaining unit staff so as to:

- (a) create more full-time jobs where possible; and
- (b) increase the hours of work for senior part-time employees who wish to work the additional hours.

It is understood that the above shall not apply to replacement hours.

8.13 The Employer shall prepare and publish a seniority list in January each calendar year. One (1) copy shall be posted on the bulletin board and a copy shall be mailed to the Union office.

8.14 The word "department" referred to in this article shall be defined as follows:

- (a) Groceries
- (b) Meat
- (c) Produce
- (d) Bakery
- (e) Deli

ARTICLE 9 TEMPORARY LAYOFFS AND RECALL

9.01 When reducing staff or recalling laid off employees, seniority shall prevail provided the senior employee has the ability and fitness, as determined by the Employer, to handle the work to be performed.

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

9.03 When the Employer recalls an employee who has been laid off, it shall notify such employee by registered letter, addressed to the employee's last known address. The employee concerned must notify the Employer within seven (7) calendar days of the mailing of such letter, stating his or her acceptance or refusal of the employment offered.

9.04 It shall be the responsibility of the employee to leave his or her current address and phone number with the Employer.

ARTICLE 10 PROMOTIONS/VACANCIES/NEW POSITIONS

10.01 Vacancies within the scope of this Agreement shall be visibly posted on the bulletin board within seven (7) calendar days from which the vacancy occurred and employees shall be allowed a further seven (7) calendar days in which to make a written application for such vacancy. The Employer will notify the Shop Stewards of all such vacancies, when the vacancy is posted.

10.02 New positions within the scope of this Agreement shall be visibly posted on the bulletin board and employees shall be allowed seven (7) calendar days in which to make a written application for this new position. The Employer will notify the Shop Stewards of all such new positions when the new position is posted.

10.03 Vacancies and new positions within the scope of this Agreement shall be filled within a further seven (7) calendar days following completion of the seven (7) calendar days the vacancy and/or new position was posted for bids.

10.04 An employee transferred or promoted to a vacancy or new position shall be on a trial period of three (3) months. If the employee is required to revert to his or her former position or if the employee voluntarily decides to revert to his or her former position during this three (3) month trial period, said employee shall be entitled to do so without any loss of benefits and seniority and shall receive his or her former rate of pay.

10.05 Vacancies and new positions within the scope of this Agreement shall be filled on the basis of merit, ability and fitness, as determined by the Employer to perform the work satisfactorily. Where merit, ability and fitness are comparable and sufficient, the senior applicant will be selected.

ARTICLE 11 NOTICE BOARDS/DECALS/SHOP CARDS

11.01 The Employer shall allow the Union to install its own bulletin board on the Employer's premises covered by this Agreement, and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement, providing that such notices shall first receive the approval of the Employer, which approval shall not be unreasonably withheld. The location of the bulletin board shall be mutually agreed to between the Employer and the Union and shall be situated in a prominent place.

11.02 The Employer agrees that during the term of this Agreement, it will permit the Union to supply and install its store cards or decals in the location covered by this Agreement, provided, however, that such decal or card shall first be approved by management and be located as directed by the Store Manager. Such decal or card shall be displayed in a prominent position.

ARTICLE 12 STRIKES AND LOCKOUTS

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

ARTICLE 13 GRIEVANCE PROCEDURE

13.01 Any dispute between the Employer, the Union or the employees covered by this Agreement which concerns the interpretation, application or alleged violation of this Agreement may be presented as a grievance.

13.02 Any employee, the Union, or the Employer may present a grievance. Any grievance which is not presented within twenty-one (21) calendar days following the event giving rise to such grievance, or within twenty-one (21) calendar days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party.

13.03 The procedure for adjustment of grievances and disputes shall be as follows:

- (a) A discussion between the Shop Steward and/or Union Representative (with the aggrieved employee present or absent at his or her option) and the immediate supervisor, or in the absence of the immediate supervisor, the Store Manager.
- (b) Failing agreement of subsection (a), the grievance shall be submitted in writing within twenty-one (21) calendar days and shall clearly set forth the issues and contentions of the aggrieved party, and the grievance shall be dealt with by the Shop Steward and/or Union Representative and the Store Manager or his or her duly appointed representative in the event of his or her absence. The Store Manager or his or her duly appointed representative shall render a written decision on any grievance initiated by an employee or the Union, within twenty-one (21) calendar days. A full-time Union Representative shall render a written decision on any grievance initiated by the Employer, within twenty-one (21) calendar days.
- (c) Failing agreement of subsection (b), then upon request of either party, but not later than ten (10) calendar days thereafter, the matter shall be referred to an Arbitrator, selected as per Article 14.
- (d) If the Union refers the matter to an Arbitrator as per Article 13.03 (c) above, a copy of the letter shall also be sent to the FCL Home Office Labour Relations Department in Saskatoon.

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

13.05 The Employer and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept his or her suggested settlement to the matter in dispute. All expenses and fees that may be

incurred by such mediator shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

ARTICLE 14 SELECTION OF AN ARBITRATOR

14.01 The parties shall attempt to agree upon the appointment of an Arbitrator to hear and determine the matters in dispute. If agreement cannot be reached within ten (10) calendar days in respect of the selection of an Arbitrator by the parties involved in the dispute, the matter shall be referred to the Manitoba Labour Board, who shall appoint an Arbitrator.

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

14.03 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he or she deems essential to a full understanding and determination of the issues involved.

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

14.05 It is agreed that the expenses of the Arbitrator shall be borne equally by the Employer and the Union.

ARTICLE 15 SHOP STEWARDS

15.01 The Employer agrees to recognize all Union Shop Stewards appointed and/or elected by the Union for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and/or grievances to management.

15.02 All time spent by Shop Stewards with respect to disputes and grievances shall be dealt with during regular working hours, and no Steward shall suffer any loss of pay for time spent in such matters. The number of Shop Stewards who are

entitled to remuneration under this clause at any one time shall not exceed two (2), with not more than one (1) Steward from any one (1) department.

15.03 Shop Stewards shall be allowed to wear their Shop Stewards' badge while on duty, providing the size of the badge is acceptable to the Employer.

15.04 The Union agrees to provide the Employer with the names of the Shop Stewards, in writing, and of any changes that may occur from time to time.

ARTICLE 16 DISCIPLINE/DISCHARGE

16.01 A Shop Steward or, in the absence of a Shop Steward, another employee from the bargaining unit, shall be present when a member of the bargaining unit is being given a written reprimand, or is being suspended or discharged.

16.02 The affected employee, the Shop Steward who is involved, and the Union, shall be given a copy of any written reprimand, suspension or discharge notice that is to be entered on the employee's personnel file. Said notice shall be given to the affected employee and the Shop Steward immediately, and a copy of said notice shall be forwarded to the Union office within forty-eight (48) hours.

16.03 The Employer agrees that any written reprimands and/or disciplinary notices shall be removed from the employee's personnel file after twenty-four (24) months. Said written reprimand and/or disciplinary notice cannot be used against the employee at a later date. This time period of twenty-four (24) months shall not include periods of layoffs, periods of leaves of absence without pay, or periods of disciplinary suspensions.

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

Notwithstanding the foregoing, written reprimands and/or disciplinary notices involving harassment and/or violence will remain on the employee's file indefinitely.

16.04 Employees covered by this Agreement will have access to their own personnel file, upon request by the employee involved. It is understood that employees shall be able to obtain copies of their personnel file when requested and an employee's reply to any document contained in his or her personnel file will also be placed in said employee's personnel file. The Employer agrees to keep only one (1) personnel file per employee.

ARTICLE 17 LEAVES OF ABSENCE

17.01 Negotiation Leave

The Employer agrees to allow a maximum of two (2) employee's time off, without pay, for the purpose of attending negotiations for the renewal of the Collective Agreement. The Employer reserves the right to limit the representation from a department to one (1) person.

17.02 Union Leave

If fifteen (15) calendar days' written notice is given to the Employer, one (1) employee selected by the Union to do Union work may be granted a leave of absence without pay for a period of six (6) months, during which time said employee shall not accumulate seniority, but shall retain seniority accumulated prior to such leave.

17.03 Convention Leave/Business Meeting Leave

Employees selected as delegates to attend labour conventions or business meetings in connection with the affairs of the Union, upon giving twenty-one (21) calendar days' written notice, shall be granted leave of absence without pay for a period not to exceed two (2) weeks. The Employer reserves the right to limit the number of delegates to two (2), with not more than one (1) delegate from any one (1) department.

17.04 Bereavement Leave

All employees shall be granted time off from work, with pay, to a maximum of three (3) consecutive scheduled work days, in the event of a death in the immediate family. Employees shall not be required to attend the funeral in order to receive bereavement leave with pay. The term "immediate family" shall mean spouse, common law spouse, parent, stepparent, child, stepchild, brother or sister, mother- or father-in-law, brother- or sister-in-law, grandparent, grandparent-in-law, **fiancé** and grandchild.

A one (1) day leave of absence with pay shall be granted to employees so they may attend the funeral of a daughter-in-law, son-in-law, aunt, uncle, niece or nephew.

It is understood that part-time employees will receive bereavement pay for the number of hours they would normally have worked on those days. A common law spouse shall be a person with whom the employee has cohabited for one (1) year or more.

Two (2) additional days' leave with pay may be granted an employee in order to attend a funeral that takes place outside a radius of two hundred (200) kilometres of the City of Selkirk.

The Employer shall grant one (1) day off without pay to any employee who acts as a pallbearer at a funeral of a person who is not a member of the employee's immediate family.

Additional bereavement leave with pay may be granted by prior mutual agreement between the Employer and the employee.

17.05 **Jury Duty Pay/Witness Fees**

All employees summoned to Jury Duty, Jury Selection, or as a Court witness on behalf of the Crown or Employer shall be paid wages amounting to the difference between the amount paid for Jury or witness services and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from Jury or witness duty for the rest of the day or days and fails to report back to work or if the Jury or witness duty occurs on the employee's scheduled day off.

17.06 **Personal Leaves**

A personal leave of absence without pay for periods of up to four (4) calendar weeks may be granted to employees who request same and who have two (2) years or more of service with the Employer. Application for said leave shall be made in writing to the Store Manager, or his or her designate. The granting of such leave shall not be unreasonably withheld.

17.07 **Maternity Leave**

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

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

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

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

17.08 **Parental Leave**

(A) **Entitlements**

Every employee

- (a) who,
 - (i) becomes the natural parent of a child or assumes actual care and custody of a newborn child, or
 - (ii) adopts a child under the law of a province; and
- (b) who has completed his/her probationary period; and
- (c) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

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

(B) **Commencement of Leave**

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

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

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

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

(D) **Reinstatement of Employee**

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

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

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

17.09 **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 three (3) 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 Employer will be given as much notice as possible in such events. **An employee may utilize three (3) days of accumulated sick days per calendar year if they desire and have accumulated sick days in their sick leave bank for this Family Responsibility Leave.**

17.10 **Compassionate Care Leave**

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

17.11 The maintenance of employee benefit plans during a leave of absence for which there is no pay shall be conditional upon the by-laws of the plans concerned and upon payment of the full cost by the employee.

17.12 **Leave Authorization**

The employee's request and the Employer's decision concerning all leaves of absence referred to in this article shall be made in writing.

ARTICLE 18 GENERAL HOLIDAYS

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

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

and any other days proclaimed as holidays by Federal, Provincial or Civic authorities, provided such holidays are observed by the major competitors in the City of Selkirk.

18.02 General Holidays shall be observed on days other than the calendar date when so proclaimed by Federal, Provincial or Civic authorities.

18.03 When a General Holiday or Holidays occur, the work week for full-time employees shall be reduced by eight (8) hours (or sixteen (16) hours when a second holiday falls in that week) and no full-time employee shall suffer a reduction in take-home pay. When a Federal or Provincial holiday is proclaimed, the work week for full-time employees shall be reduced by the number of hours the work schedule is affected. Full-time employees working in excess of the reduced hours of work for that week shall be paid overtime rates for all such hours worked.

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

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

18.06 It is understood that an employee on leave of absence granted by the Employer, at the request of the employee, shall not qualify for General Holidays with pay.

18.07 All employees working on General Holidays shall be paid for the holiday as indicated above if they qualify, plus an additional one and one-half (1½) times said hourly rate of pay for all such time worked.

ARTICLE 19 VACATIONS

19.01 Vacations with pay for full-time employees shall be as follows:

- (a) full-time employees with one (1) years' service or more shall receive three (3) weeks' vacation with pay;
- (b) full-time employees with eight (8) or more years' service shall receive four (4) weeks' vacation with pay;**
- (c) full-time employees with **sixteen (16)** or more years' service shall receive **five (5)** weeks' vacation with pay;
- (d) full-time employees with **twenty-four (24)** or more years' service shall receive **six (6)** weeks' vacation with pay;

19.02 April 30th of each year shall be the cut-off date for the purpose of granting vacations with pay above. Employees must complete the required number of year or years prior to April 30th of each year. Unused vacations, in whole or in part, may not be carried over from year to year, unless by mutual consent.

19.03 If a full-time employee is absent without pay for a period in excess of four (4) weeks in any qualified period, said employee's vacation pay shall be computed on the basis of six (6%) percent, eight (8%) percent, ten (10%) percent, **or twelve (12%) percent** of total wages earned, whichever is applicable.

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

19.05 Any employee working less than one (1) year and whose employment is terminated, shall be paid vacation benefits in an amount equal to six (6%) percent of their total wages earned during the period of employment.

19.06 Part-time employees with one (1) years' service or more with the Employer by April 30th shall be entitled to six (6%) percent of their total wages earned in the previous year as vacation pay.

19.07 Part-time employees with **eight (8) years' service or more with the Employer by April 30th** shall be entitled to **eight (8%) percent of their total wages earned in the previous year as vacation pay.**

19.08 Part-time employees with **sixteen (16)** or more years of service with the Employer by April 30th shall be entitled to **ten (10%) percent of their total wages earned in the previous year as vacation pay.**

19.09 Part-time employees with **twenty-four (24)** or more years of service with the Employer by April 30th shall be entitled to **twelve (12%) percent of their total wages earned in the previous year as vacation pay.**

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

19.11 When a holiday occurs during an 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 or she been working. If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra day's pay shall be given in lieu of an extra day's vacation.

19.12 Vacations shall be granted between May 1st and September 30th, unless otherwise agreed to between the employee and the Employer. The Employer will not unreasonably deny any employee's request to take his or her vacations outside of this vacation period.

19.13 The Employer reserves the right to determine the vacation period for each employee, but agrees first to follow the principle of seniority in giving first choice of vacation periods to senior employees. The Employer agrees that employees shall indicate their choice of vacation during the month of April of each year. In the event this provision comes into conflict with the Employer's operation, the Employer will make the final decision. The finalized vacation schedules will be posted no later than May 15th of each year.

19.14 Vacation pay for part-time employees shall be paid by **no later than May 31st** of each year by direct bank deposit. Such vacation pay shall be deposited separately and apart from the employee's normal earnings and shall be accompanied by a statement detailing the employee's gross vacation pay and deductions used in determining the employee's net vacation pay.

19.15 The Employer agrees to grant vacations with pay to full-time employees consecutively, unless the employee requests to have his or her vacation broken up. The Union will co-operate with the Employer and the employees in the bargaining unit in the event of problems in the application of this provision.

19.16 Full-time employees who are ill, or disabled because of injury, during their scheduled vacations and, as a result, are hospitalized or confined to their homes for two (2) consecutive days or more, may elect to go on sick leave and in such cases will have the number of days that the employee was confined to home or in hospital while on vacation, rescheduled without disruption to current vacation schedules. The Employer reserves the right to request a medical certificate in these situations.

19.17 An employee's approved scheduled vacation dates will not be changed by the Employer or the employee without two (2) weeks' prior notice, and in no event will they be changed by the Employer if the employee produces evidence of more than fifty (\$50.00) dollars obligation committed prior to the two (2) weeks' notice.

19.18 For the purpose of determining vacation benefits for new employees, continuous service earned in the employment of other Employers within the Co-operative Retailing System as served by FCL shall be counted.

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

ARTICLE 20 MEAL AND REST PERIODS

20.01 Meal Periods

- (a) A person working a daily shift of more than five (5), but less than seven (7) hours shall have one (1) uninterrupted meal period of thirty (30) minutes without pay.
- (b) A meal period without pay for employees working a daily shift of seven (7) hours or more shall be of not more than sixty (60) minutes' and not less than thirty (30) minutes' uninterrupted duration and shall start not earlier than three (3) hours nor later than five (5) hours after commencement of the employee's shift.
- (c) Meal periods for all employees shall be scheduled by the Employer at approximately the midpoint of their daily shift.

20.02

Rest Periods

- (a) A person working a daily shift of more than three (3) and up to and including five (5) hours shall receive one (1) uninterrupted rest period with pay.
- (b) A person working a daily shift of more than five (5) hours but less than seven (7) hours shall be entitled to take either one (1) uninterrupted rest period with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 20.01 above or, if approved by management, shall be entitled to take two (2) uninterrupted rest periods with pay. Employees choosing the second option shall not under such circumstances be entitled to the uninterrupted meal period without pay that is provided for in Article 20.01 above.
- (c) A person working a daily shift of seven (7) hours or more shall receive two (2) uninterrupted rest periods with pay, which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 20.01 above. One (1) rest period shall be granted before and one (1) after the meal period.
- (d) Rest periods for all employees shall not begin until one (1) hour after 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.
- (e) A rest period scheduled by the Employer shall be fifteen (15) minutes' uninterrupted duration.

20.03

Employees who are required to work in excess of one (1) hour of overtime on the completion of their eight (8) hour shift shall be scheduled an uninterrupted fifteen (15) minute rest period with pay at the conclusion of the first hour of overtime worked, and shall receive an additional uninterrupted fifteen (15) minute rest period with pay for each additional two (2) hours of overtime worked.

ARTICLE 21 HOURS OF WORK

21.01

Work Week/Full-time Employees

The basic work week of a full-time employee shall be forty (40) hours to be worked in five (5) eight (8) hour days, as scheduled by the Employer. Where possible, employees who so wish will have their work weeks scheduled in consecutive days. This shall not be construed as a guarantee of hours.

21.02 **Posting Work Schedule**

The Employer shall post a weekly work schedule including starting and quitting times, for all employees, except casuals, not later than 4:00 p.m. Tuesday of each week for the following week. If a new schedule is not posted by 4:00 p.m. Tuesday, then the schedule already posted shall apply for the following week.

21.03 **Notice of Shift Change**

The Employer agrees to give forty-eight (48) hours' notice when changing a full-time employee's shift, except in the event of an emergency (an emergency is defined as snowstorm, or flood, or breakdown of machinery, or other instances of force majeure or an unscheduled absence of an employee). Should the Employer fail to give forty-eight (48) hours' notice of a shift change as indicated above, each affected employee shall receive double (2) time their regular hourly rate of pay for all time worked on the new shift. Mutual agreement of employees to shift changes between each other shall not be deemed covered by this clause, (i.e. the Employer will not pay a penalty for this type of a shift change). Such shift changes require the prior approval of management.

The Employer agrees that wherever possible it shall verbally advise part-time employees twenty-four (24) hours in advance when the Employer changes an employee's posted work schedule.

21.04 **Minimum Call-in**

Employees, when called in and who report for work and no work or insufficient work is available, shall be paid for four (4) hours at their regular hourly rate of pay. No part-time employees attending school (the word "school" shall not include night school) shall be called in or paid for less than two (2) hours per day during a school day, and four (4) hours per day during a non-school day, or during the summer school recess.

21.05 **Notice of Shift Extension**

Except in cases of emergency, no employee who is working on a shift scheduled by the Employer shall be required to work for a period of time which exceeds the length of the scheduled shift, unless the employee is given a minimum of two (2) hours' prior notice from management of a change in the length of the work shift.

21.06 **Leeway Time**

There shall be five (5) minutes' leeway each day, without compensation, for each employee to complete serving a customer, and for cleaning up

after store closing, and the said leeway period will not be part of the regular working hours for the purpose of computing actual hours worked per week and/or overtime.

21.07 **No Split Shifts**

With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work unless otherwise mutually agreed to between the employee and the Employer.

21.08 **Time Sheets/Time Clock**

The Employer shall provide time sheets and/or a time clock to enable employees to record their own time for payroll purposes. Employees shall record the time they start and finish work and such other recordings as may be required by the Employer. Time sheets and/or time clock cards shall be made available to the Union for examination upon request.

21.09 **Emergency Pay**

In the event of a major snowstorm, any employee who reports late for work, but in any event within the first four (4) hours of his or her scheduled shift, shall receive pay for the full shift. It is understood that overtime rates of pay will not apply until the employee has completed eight (8) working hours.

21.10 **Minimum Time Off Between Shifts**

Employees shall have a minimum of eight (8) hours off between scheduled shifts, unless otherwise mutually agreed between the Employer and the employee.

ARTICLE 22 OVERTIME

22.01 All hours worked:

- (a) in excess of eight (8) hours in any one (1) day; or
- (b) in excess of forty (40) hours in any one (1) week; or
- (c) on their scheduled day off or days off when forty-eight (48) hours' notice has not been given and no emergency exists;

shall be considered as overtime hours and shall be paid for at the rate of time and one-half (1½).

22.02 Employees shall receive double the rate of pay for all hours worked in excess of twelve (12) hours in any one (1) day.

22.03 When possible, the Employer will notify employees at least four (4) hours in advance before any overtime is worked.

22.04 Overtime shall, where practical, be offered to employees on the shift, in the department, on the basis of seniority, provided the employee has the ability and qualifications to perform the work of the required overtime. If no employee wishes to work the overtime, the Employer shall assign the overtime to the most junior employee on that shift, in that department, who is qualified to perform the work.

22.05 An employee may choose to take compensating time off in lieu of overtime pay. The maximum amount of such accumulated time off shall not exceed forty (40) hours at any one time unless otherwise mutually agreed to between the employee concerned and the Employer. Employees who choose to take compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) or two (2) hours of paid time off, as the case may be, for each hour of overtime worked. Such compensating time off shall be taken at a time mutually agreed upon between the Employer and the employee. **Employees must use their banked time off with pay within three (3) months of the end of the pay period in which it was earned or it will be paid out to the employee.**

22.06 Authorization of overtime worked remains the Employer's prerogative.

ARTICLE 23 SAFETY AND HEALTH

23.01 The Employer agrees to a joint Labour/Management Safety Committee which shall meet quarterly and shall conduct safety tours of the Employer's operation. The committee shall be comprised of two (2) members chosen by the Union and two (2) management persons. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union Office shall be provided with a copy of these minutes, upon request. The Chairperson of this Committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

23.02 All employees of the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 23.01 above.

23.03 The Employer agrees to install and maintain a First Aid kit, with adequate First Aid supplies, and an eye wash station.

23.04 The Employer agrees to provide time off with pay as required by provincial legislation for the purpose of allowing members of the bargaining unit to attend health and safety seminars, and courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. Additional time off without pay shall be granted to members of the bargaining unit if so requested by the Union.

ARTICLE 24 WAGE RATES/ CLASSIFICATIONS/ PAY DAYS

24.01 Job classifications and wage rates covered by this Agreement shall be set out in Appendix "B".

24.02 Rates of pay for any new classifications that may be established by the Employer within the scope of this Agreement shall be subject to negotiations, provided that the Employer shall have the right to establish a rate to be paid until the regular position rate is agreed upon. If the parties cannot reach agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement.

24.03 Employees shall be paid every second Friday. Each employee's pay shall be accompanied by an itemized statement of wages covering the two (2) weeks ending the previous Saturday.

ARTICLE 25 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS

25.01 In-Scope Relieving Rate

An employee required to fill a position temporarily within the scope of this Agreement for more than two (2) consecutive working days, paying a higher rate of pay, shall receive not less than the minimum of the range of the temporary position, or, fifty (50¢) cents per hour in addition to their regular hourly rate of pay, whichever is greater, for all time so employed. Where an employee's hourly rate of pay is greater than the minimum allowed in the classification in which the employee is relieving, said employee shall receive the next highest rate to that which is the employee's normal hourly rate of pay in the classification in which the employee is relieving, or fifty (50¢) cents per hour, whichever is greater. In no event, however, shall the employee's relieving rate exceed the top rate of pay in the classification in which the employee is relieving.

25.02 Out-of-Scope Relieving Rate

An employee required to temporarily relieve in a position out of the scope of this Agreement for more than five (5) working days shall receive a minimum

of fifty (50¢) cents per hour (**sixty (60¢) cents per hour effective the start of the first complete pay period following August 14, 2016**) in addition to the employee's regular hourly rate of pay, time so employed.

ARTICLE 26 **PREMIUM PAY**

26.01 **Sunday Premium**

An employee who is required to work at any time on a Sunday shall be paid a Sunday premium in addition to his or her regular hourly rate of pay in the amount of fifty (50¢) cents per hour for each such hour and portion of an hour worked. Sunday premium shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.

26.02 **Night Shopping Premium**

Effective the start of the first complete pay period following August 14, 2016, any employee who works twenty-eight (28) hours per week or more and is required to work after 6:30 pm, when his or her location is open for business, shall be paid a premium of fifty (50¢) cents per hour for all such hours worked after 6:30 pm. Premium pay for night shopping shall not be added to an employee's hourly rate for the purpose of computing overtime.

ARTICLE 27 **PAYMENT FOR MEETING ATTENDANCE**

27.01 When the Employer requires an employee to be present at a meeting called by the Employer, time spent at such meeting shall be considered as time worked.

ARTICLE 28 **MONETARY SHORTAGES**

28.01 No employee shall be required to pay for any monetary shortages that may occur from time to time.

ARTICLE 29 **UNION REPRESENTATIVE'S VISITS**

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

29.02 The interview of an employee by a Union Representative shall be permitted, after notifying the Store Manager or his or her designated representative, and shall be:

- (a) carried on in a place within the Employer's premises designated by management;
- (b) held whenever possible during the lunch period; however, if this is not practical;
- (c) held during regular working hours; time taken for such interview in excess of five (5) minutes shall not be on Employer time unless with the approval of management;
- (d) held at such times as will not interfere with service to the public.

ARTICLE 30 PREVIOUS EXPERIENCE

30.01 New employees will be classified according to previous comparable experience for the purpose of establishing wage rates. The Employer shall not be required to recognize previous experience of new employees who have not worked in the same or similar business in the past two (2) years. Recognized credit for previous experience shall be applicable to qualifying employees commencing with the first working day following completion of said employee's probationary period.

30.02 It shall be the responsibility of the employee to supply proof of his or her previous experience prior to the completion of their probationary period. Otherwise, all claim for credit for previous experience shall be forfeited by the employee.

30.03 In the event of any disagreement as to credit granted for previous experience, such disagreement shall be considered a grievance, and the Grievance Procedure provided in the Agreement shall apply.

ARTICLE 31 COURT'S DECISION

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

ARTICLE 32 HEALTH AND WELFARE BENEFITS REFERRAL

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

ARTICLE 33 NOTICE OF PERMANENT LAYOFF/SEVERANCE PAY

33.01 The Employer will give all affected employees, with six (6) months' service or more, four (4) weeks' notice or four (4) weeks' pay in lieu of notice, of the permanent closing of all or any portion of the Employer's operation.

33.02 Any employee who is terminated due to the permanent closing of all or any portion of the Employer's operation, or any employee who is terminated because his or her job has become redundant, or any employee who is terminated due to technological change, shall receive severance pay in the amount of one (1) week's pay for each year of completed service, up to a maximum of twenty-six (26) weeks.

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

ARTICLE 34 TECHNOLOGICAL CHANGE

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

34.02 In the event of a technological change the Employer shall notify the Union not later than one hundred and eighty (180) calendar days before the introduction of any technological change which shall adversely affect the security of employment and/or working conditions of employees. Negotiations to deal with the effects of the technological change will take place not later than one hundred and twenty (120) calendar days prior to the intended date of implementation of the technological change. If the Union and the Employer fail to agree upon such measures, the matter may be referred by either party to arbitration for the purpose of determining such matters and the technological change shall not be introduced by the Employer until such determination is made and only in accordance therewith.

ARTICLE 35 SUPPLIERS' REPRESENTATIVES

35.01 Suppliers' representatives will not be allowed to price products, replenish or stock shelves, other than the following:

1. rack jobbers;
2. prior to store opening and one (1) week thereafter;
3. during store remodelling (maximum one (1) week);
4. building of special promotional displays;
5. demonstrators;
6. checking code dating and rotating stock;
7. driver/salesmen;
8. Federated Co-operatives Limited Merchandise Representatives.

ARTICLE 36 LABOUR/MANAGEMENT RELATIONS

36.01 A Labour/Management Relations Committee shall be appointed, consisting of Shop Stewards from the Union and Representatives from the Employer. The full-time Union Representative may attend these meetings from time to time. The Committee shall meet at the request of either party, for the purpose of discussing matters of mutual concern. Time spent by bargaining unit employees in carrying out the functions of this Committee shall be considered as time worked and shall be paid for by the Employer. The Committee shall not have jurisdiction to interpret and/or amend the Collective Agreement.

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

ARTICLE 37 UNIFORMS/PROTECTIVE CLOTHING

37.01 Where the type of work done by an employee requires the use of a smock, apron or protective clothing, the Employer agrees to supply, launder and repair same at no cost to the employees.

37.02 The Employer shall provide all the appropriate winter wearing apparel and raincoats for each employee who is working in areas of the Employer's operations that requires same, at no cost to the employee.

37.03 Where the Employer requires employees to wear a uniform, the cost of said uniform will be paid for in total by the Employer. The Employer agrees to provide a sufficient number of uniforms for each employee. The employees shall be responsible for laundering and maintaining their own uniforms.

ARTICLE 38 EMPLOYER TRANSPORTATION

38.01 The Employer agrees to pay for transportation for those employees who are required by the Employer to do Employer business away from the Employer's premises.

ARTICLE 39 WORKERS COMPENSATION BENEFITS

39.01 When an employee is unable to work as a result of an injury or illness incurred during the course of the employees' duties, the employee shall inform the Employer so that a claim for compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided as soon as possible.

39.02 In the event of a compensable accident, the affected employee shall be paid by the Employer for the remainder of his or her work day.

ARTICLE 40 HARASSMENT/DISCRIMINATION

40.01 The parties agree that there should be no discrimination or harassment in the workplace contrary to law, and that they and all employees shall cooperate in efforts to ensure that there is no inappropriate behaviour. In that regard, the parties state as follows:

- (a) any employee who believes that he or she has been harassed or discriminated against is encouraged to report such misconduct to the Employer and the Union; and
- (b) such reports shall be dealt with in confidence and as expeditiously as possible, respecting the dignity of the complainant and the rights of the alleged harasser to due process.

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Preamble

A-1.01 The following benefits will be arranged for by the Employer for all qualifying employees and shall be subject to the terms and conditions of their master policies and contracts. Abbreviated versions of these benefits are presented here for information purposes only.

A-1.02 Full-time employees who have completed three (3) months of employment with the Employer and, where applicable, the eligible dependents of these employees, will be eligible to participate in the Long Term Disability Insurance, Dental, Group Life Insurance, and Extended Health Care Plans arranged for by the Employer.

A-2 Paid Sick Leave Benefits

A-2.01 A paid sick leave benefit shall accrue to each full-time employee and to each eligible part-time employee at the rate of four (4) hours for each one hundred and seventy-three (173) hours worked and/or paid until a maximum of four hundred (400) hours has been accrued. Said employees shall be entitled to use such accrued sick leave for any non-occupational sickness and/or accident that is not covered by the long term disability insurance benefits provided by the Employer, and such sick leave shall be paid for at the rate of one hundred (100%) percent of the employee's regular hourly rate of pay for each hour of such absence. Sick Leave terminates when the Long Term Disability Plan becomes effective. Part-time employees shall begin accruing paid sick leave entitlements as soon as they have completed one (1) year of employment from their date of last hire.

A-2.02 The paid sick leave benefits referred to in Appendix A-2.01 above are only intended to be used in cases of legitimate illness and/or accident. Employees who abuse these paid sick leave privileges may be subject to disciplinary action. Accumulated sick leave credits may be utilized for Doctors' appointments and dental appointments.

A-2.03 The Employer reserves the right to request a medical certificate from an employee in order to establish eligibility for sick leave benefits. The Employer shall not unreasonably request any such medical certificate **and agrees to reimburse the employee for the cost of any medical certificate the Employer requests.**

A-2.04 In January of each year, the Employer shall notify the Union and each employee in the bargaining unit of the total amount of sick leave credits said employee has accumulated at that time.

A-3 Long Term Disability Benefits

A-3.01 Subject to the rules and regulations of the Plan, the Employer will provide eligible employees with a Long Term Disability Plan (G-321) carried with the Co-operators Life Insurance Company. The employee will pay one hundred (100%) percent of the premium cost. Benefits will take effect after a ninety (90) calendar day waiting period. Coverage shall be up to sixty (60) years of age and will be sixty (60%) percent of the employee's weekly wage plus a contribution to pension equivalent to the contribution rate at the time of disability and provided for under A-5.01.

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

A-4 Dental Benefits

A-4.01 Subject to the rules and regulations of the Plan, the Employer will provide eligible employees with a Dental Plan (G-377) carried with Co-operators Life Insurance Company. The Employer will pay one hundred (100%) percent of the premium cost.

A-5 Superannuation Benefits

A-5.01 Subject to the rules and regulations of the Plan, the Employer will provide eligible employees with the Co-operative Superannuation Society Pension Plan. Employee contributions will be matched by the Employer. The contribution rate by the Employer and the employee to be applied to an employee's earnings will be seven and one-half (7.5%) percent less the Canada Pension Plan contribution rate.

A-5.02 The Employer shall make employees aware of their eligibility to participate in the plan and shall provide each such employee with an application form.

A-6 Group Life Insurance

A-6.01 Subject to the rules and regulations of the Plan, the Employer will provide eligible employees with a Group Life Insurance Plan (G-369). The premiums

will be shared equally by the Employer and the employees, except the premiums for dependents insurance which will be paid in full by the employees.

A-7 Extended Health Care Benefits

A-7.01 Subject to the rules and regulations of the Plan, the Employer will provide eligible employees with an Extended Health Care Plan. Premiums will be shared equally by the Employer and the employees. This Plan shall also include vision care and prescription drug coverage.

A-8 Part-time Employee Eligibility

A-8.01 Part-time employees who have completed six (6) months of employment with the Employer and who average twenty-four (24) hours or more per week for thirteen (13) consecutive weeks, including paid sick leave and general holiday pay, will be eligible to participate in the Long Term Disability Insurance, Dental, Group Life Insurance and Extended Health Care Plans arranged for by the Employer. If an employee's weekly hours should drop below an average of twenty-four (24) hours over a thirteen (13) consecutive week period, including paid sick leave and general holiday pay, then the employee may be dropped from said plans at the discretion of the Employer. Eligibility will not be affected by any approved leave of absence pursuant to this contract.

APPENDIX "B"

WAGES

B-1 Wage Rates and Classifications

<u>Classification</u>	Current	<u>Effective April 10/16</u>	<u>Effective April 9/17</u>	<u>Effective April 8/18</u>	<u>Effective April 7/19</u>
<u>Clerk 1</u>					
start	11.00	11.25	11.48	11.71	11.94
after 520 hours	11.32	11.58	11.81	12.05	12.29
after 1040 hours	11.64	11.90	12.14	12.39	12.63
after 1560 hours	11.96	12.23	12.47	12.72	12.98
after 2080 hours	12.28	12.55	12.80	13.06	13.32
after 2600 hours	12.60	12.88	13.13	13.40	13.67
after 3120 hours	12.92	13.20	13.47	13.74	14.01
after 3640 hours	13.25	13.53	13.80	14.07	14.36
after 4160 hours	13.57	13.85	14.13	14.41	14.70
after 5200 hours	14.21	14.50	14.79	15.09	15.39
after 6240 hours	14.85	15.15	15.45	15.76	16.08
after 7280 hours	15.88	16.20	16.52	16.85	17.19
<u>Senior Clerk</u>	Current	<u>Effective April 10/16</u>	<u>Effective April 9/17</u>	<u>Effective April 8/18</u>	<u>Effective April 7/19</u>
start	15.70	16.01	16.33	16.66	16.99
after 520 hours	16.32	16.64	16.98	17.32	17.66
after 1040 hours	16.94	17.28	17.62	17.98	18.34
after 1560 hours	17.56	17.91	18.27	18.64	19.01
after 2080 hours	18.19	18.55	18.92	19.30	19.69
after 2600 hours	18.81	19.18	19.57	19.96	20.36
after 3120 hours	19.43	19.82	20.21	20.62	21.04
after 3640 hours	20.05	20.45	20.86	21.28	21.71
after 4160 hours	21.45	21.88	22.32	22.77	23.23

<u>Classification</u>	Current	<u>Effective April 10/16</u>	<u>Effective April 9/17</u>	<u>Effective April 8/18</u>	<u>Effective April 7/19</u>
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Meat Cutter

start	16.21	16.53	16.86	17.20	17.54
after 520 hours	16.77	17.10	17.44	17.79	18.14
after 1040 hours	17.33	17.67	18.02	18.38	18.75
after 1560 hours	17.88	18.24	18.60	18.97	19.35
after 2080 hours	18.44	18.80	19.18	19.57	19.96
after 2600 hours	19.00	19.37	19.76	20.16	20.56
after 3120 hours	19.56	19.94	20.34	20.75	21.17
after 3640 hours	20.11	20.51	20.92	21.34	21.77
after 4160 hours	21.45	21.88	22.32	22.77	23.23

<u>Cake Decorator</u>	Current	<u>Effective April 10/16</u>	<u>Effective April 9/17</u>	<u>Effective April 8/18</u>	<u>Effective April 7/19</u>
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start	11.52	11.75	11.99	12.23	12.47
after 520 hours	12.13	12.37	12.62	12.87	13.13
after 1040 hours	12.73	12.99	13.25	13.52	13.78
after 1560 hours	13.34	13.61	13.88	14.16	14.44
after 2080 hours	13.95	14.22	14.51	14.80	15.09
after 2600 hours	14.55	14.84	15.14	15.44	15.75
after 3120 hours	15.16	15.46	15.77	16.09	16.40
after 3640 hours	15.76	16.08	16.40	16.73	17.06
after 4160 hours	16.82	17.16	17.50	17.85	18.21

B-2 **Retroactive Pay**

All employees shall receive full retroactive pay to April **10**, 2016 for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay will be issued to each employee in the bargaining unit on paycheques that are separate and apart from the employee's normal earnings. **Only employees employed at the time of ratification shall be eligible for retroactive pay.**

B-3 **Employees Promoted to a Higher Paying Classification**

Any employee who is promoted on a permanent basis to a classification that provides for a higher rate of pay to that which was paid to the employee at the time of his or her promotion, shall be paid at the first increment step in the classification that the employee was promoted to that provides for an increase in pay for the employee. Thereafter, the employee shall receive increment increases as provided for in Appendix B-1 above, until the top rate of pay has been reached.

B-4 **Overscaled Employee/Hourly Rate Of Pay**

The following employee shall be overscaled and shall be paid hourly rates of pay as listed below until such time as they are no longer employed by the Employer or until such time as they have voluntarily entered another classification. If the overscaled employee voluntarily enters another classification he will be paid the applicable rate for that classification.

<u>Meat Cutter</u>	Current	<u>Effective April 10/16</u>	<u>Effective April 9/17</u>	<u>Effective April 8/18</u>	<u>Effective April 7/19</u>
Les Kaluzny	22.24	22.68	23.13	23.59	24.06

LETTER OF UNDERSTANDING

BETWEEN:

THE MARKETPLACE AT SELKIRK, in the City of Selkirk, Province of Manitoba, hereinafter called the "Employer"

AND

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

RE: MINIMUM WAGE GAP

The parties agree that should the minimum wage in the Province of Manitoba increase during the term of this agreement, the rates contained in Appendix B-1 will be adjusted so as to ensure that there is a minimum twenty-five (25¢) cent differential between any increment and the minimum wage.

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

SIGNED THIS DAY OF , 2016

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF AGREEMENT

AGREEMENT BETWEEN:

THE MARKETPLACE AT SELKIRK, in the City of Selkirk, Province of Manitoba, hereinafter referred to as the "Employer",

AND

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

RE: EFFECTIVE DATE OF AMENDMENTS TO ARTICLE 19 (VACATION)

The parties agree that all amendments made to Article 19 (Vacation) during the 2016 round of bargaining shall be effective as of May 1, 2017.

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

SIGNED THIS DAY OF , 2016

FOR THE UNION:

FOR THE EMPLOYER:

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:


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

“The Employer agrees to retain in its employ within the bargaining unit as outlined in Article 3 of this Agreement, only members of the Union in good standing. The Employer 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. The Union agrees that it will not request the discharge or discipline of employees except for non-payment of union dues and/or initiation fee.”

“The Employer agrees to provide each new employee and rehired employee, at the time of employment, with a form letter (Exhibit One) outlining to the employee his or her responsibility in regard to payment of union dues and initiation fee.”

“The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such union dues and initiation fees as are authorized by the Union. Monies deducted during any period shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than three (3) weeks following the end of the complete pay period and accompanied by a written statement of the names and Social Insurance Numbers of the employees for whom the deductions were made and the amount of each deduction.”

Please complete the Membership Application (sample below) immediately and return it to your Employer so they can forward it to the UFCW, Local No. 832 Union Office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION				United Food & Commercial Workers Union, Local No. 832		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
Manitoba, Canada		Manitoba, Canada					
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.		
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE		I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)				
COMPANY NAME	TOWN/NO./LOCATION		DEPARTMENT/NO.				
CLASSIFICATION	EMPLOYER NO.		FULL-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>		
				PART-TIME <input type="checkbox"/>	OTHER <input type="checkbox"/>		
<p>I hereby apply for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and I have declared that I am not employed by the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances and all other matters relating to my employment either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to safeguard privacy and protect personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.</p>							
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE:			
X				