

**MOUND MILK TRANSPORT  
CO-OP LTD.**

FROM: November 1, 2021

TO: October 31, 2023

# President's Message



Dear Member,

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Traeger', with a stylized flourish at the end.

Jeff Traeger,  
President UFCW Local 832



# MOUND MILK TRANSPORT CO-OP LTD.

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EXPIRY DATE: OCT. 31, 2023

AGREEMENT BETWEEN:

**MOUND MILK TRANSPORT  
CO-OP LTD.**, 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 COOPERATE IN  
ESTABLISHING AND MAINTAINING CONDITIONS WHICH SHALL PROMOTE A  
HARMONIOUS RELATIONSHIP BETWEEN THE CO-OPERATIVE AND THE  
EMPLOYEES COVERED BY THIS AGREEMENT, TO PROVIDE METHODS FOR A  
FAIR AND AMICABLE ADJUSTMENT OF DISPUTES WHICH MAY ARISE BETWEEN  
THEM AND TO PROMOTE EFFICIENT OPERATION,**

**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 employed by Mound Milk Transport Co-op Ltd., in the province of Manitoba, excluding one (1) office and clerical staff, one (1) General Manager and those excluded by the Labour Relations Act.

1.02            The **Co-operative** shall provide the Union, **in January and July or whenever a written request to do so is received from the Union**, with a list, in Excel format, containing the current names, date of birth, gender, Social Insurance Numbers, addresses, telephone numbers, **email**, classifications, **departments, status (full-time/part-time, spare)** and rates of pay of all bargaining unit employees. The onus is on the employee to keep the **Co-operative** advised of **their** current address, telephone number, **and email**.

1.03 Persons excluded from the bargaining unit shall not perform work normally performed by members of the bargaining unit unless no bargaining unit member is available, willing and capable of performing the normal functions of the job requirements.

## **ARTICLE 2**      **DEFINITIONS**

2.01 The following words or terms shall mean the following:

- (a) **Full-time Employee:** an employee who works on a regular and reoccurring schedule as per Article 7.01 of the Collective Bargaining Agreement. Any full-time employee who requests to drop to be a spare employee may not return to be a full-time employee in the future.
- (b) **Part-time Employee:** an employee who works on a regular and reoccurring schedule normally less than the full-time employee's schedule.
- (c) **Spare Employee:** an individual employed on an irregular and non-reoccurring or non-scheduled basis or to relieve for vacations, sick leave or leave of absence. Spare employees will not be utilized to the extent that they restrict the regular hours of or prevent the hiring of either full-time or part-time employees. They will accrue seniority only amongst themselves and will be called in by seniority in the locations in which they usually work or for which they were hired. Spare employees are not eligible for Health and Welfare Benefits. A Spare Driver who does not work at least one (1) shift in every six (6) month period will lose their seniority and will be dropped from the Spare Driver list.
- (d) **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.
- (e) **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.
- (f) **Layoff:** Layoff of an employee shall be deemed to occur when an employee is removed from the work schedule for two (2) weeks or more due to lack of work.

### **ARTICLE 3**            **NO CONTRACTING OUT**

3.01                    The **Co-operative** shall not contract out work for the purpose of laying off employees, reducing hours of employees or maintaining reduced hours of work for employees.

### **ARTICLE 4**            **UNION SHOP**

4.01                    The **Co-operative** shall retain in its employ within the bargaining unit as agreed in Article 1 of this Agreement, only members of the Union in good standing. The **Co-operative** shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

4.02                    The **Co-operative** shall forward Exhibit One, as attached to this Agreement, duly completed to the Union within fifteen (15) calendar days following the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the **Co-operative**.

4.03                    The **Co-operative** shall provide the Union once a month with a list in Excel format containing the names and Social Insurance Numbers of all employees who have **retired, on sick leave, on leave of absence, on lay-off or** terminated their employment during the previous month

### **ARTICLE 5**            **DEDUCTION OF UNION DUES**

5.01                    The **Co-operative** agrees to deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The **Co-operative** further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the **Co-operative** to the Secretary-Treasurer of the Union **via direct deposit** within thirty (30) calendar days following the end of the **Co-operative's** four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly **electronic Excel** statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. **The Co-operative shall also provide the Union, when remitting the statement, with the name change of employees.**

5.02                    Each year the **Co-operative** shall calculate the amount of Union dues, initiation fees and assessments deducted from the employees' pay and shall indicate same on the T-4 and TP-4 slip for each employee no later than February 28th.

5.03 The Union shall advise the **Co-operative** in writing of the amount of regular union dues to be deducted from the wages of employees and shall notify the **Co-operative** in writing of any change in the amount of such dues to be deducted at least thirty (30) calendar days in advance of the end of the pay period in which the deductions are to be made.

5.04 The Union shall indemnify and save harmless the **Co-operative** from any and all claims, demands and proceedings arising out of or in respect of deductions made by the **Co-operative** from the wages of any employee pursuant to the provisions of this Article 5.

## **ARTICLE 6 PROBATIONARY PERIOD**

6.01 Any employee who is hired or rehired by the **Co-operative** shall be on probation for **their** first sixty (60) days of actual work, excluding training days, since **their** most recent date of hire. The **Co-operative** at its discretion, may discharge any probationary employee within their probationary period without notice and said employee shall be deemed to have been discharged for just cause and neither said employee nor the Union on **their** behalf shall have recourse to the Grievance and Arbitration articles of this Agreement.

## **ARTICLE 7 HOURS OF WORK**

7.01 In Brandon and Pilot Mound the hours for full-time employees shall run in eight (8) day cycles which shall include four (4) consecutive shifts of ten (10) hours per day followed by four (4) consecutive days off.

Any changes to the above schedule will only be made with mutual agreement between the **Co-operative** and the Union.

7.02 Daily shifts of work for all part-time employees shall be the same in length as the full-time daily shifts of work referred to in Article 7.01.

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

### **7.04 Work Schedules/Log Books**

Each employee shall keep and provide a bi-weekly time sheet and a log book (if required by law) which shall be used to record all starting and quitting times for the shifts worked by each employee. A copy of the bi-weekly time sheet will be emailed to the Head Office at the conclusion of each two (2) week pay period. Each employee shall also be entitled to retain a copy of all such documents. **Copies of all such documents will be made available to the Union upon request.**



7.05                      **Starting Time/Quitting Time**

Each employee's shift for the day shall begin at the time the employee logs in with the DFM provided hand held device. Each employee's shift for the day shall end when the employee returns to the depot and logs off on the hand held device.

In circumstances in which employees are working without the DFM hand held device all hours worked will be recorded on the employee's time sheet.

7.06                      **Emergency Pay**

Employees who, during the course of their shift, believe that a road they would be travelling on is unsafe due to inclement weather and who also believe that the inclement weather would prohibit them from performing their job functions in a safe manner, shall at that point in time contact management to obtain approval to cease working until such time as the road becomes safe to travel on. Such approval shall not be unreasonably denied by the **Co-operative**. Under such circumstances, the employees shall be entitled to stay in a hotel or motel. The **Co-operative** shall pay the full cost of any such hotel or motel expenses reasonably incurred, including an accountable meal allowance as provided for in Article 30.01, provided valid receipts are given to the **Co-operative**.

**ARTICLE 8                      MEAL AND REST PERIODS**

8.01                      Each employee will be entitled meal and rest periods of up to sixty (60) minutes combined time. This time, if taken, will not be included in the daily shift or hours worked for the purpose of calculating overtime.

8.02                      Employees who are required to work in excess of one (1) hour of overtime on the completion of their daily 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 thereafter.

**ARTICLE 9                      OVERTIME**

9.01                      All employees shall receive fifteen (15%) percent of their regular daily rate of pay for each hour or portion of an hour worked in excess of ten (10) hours in a day or in excess of forty (40) hours in a calendar week.

9.02                      In no event shall overtime or premium compensation be duplicated, compounded or pyramided.

9.03                    **All extra hours available due to coverage for vacations, sick calls, requested days off, and leaves of absences shall be offered to part-time and spare employees first in order of seniority. If no part-time or spare employees agree to work the extra hours, then** to the extent reasonably possible, all overtime hours of work over the 40 hour weekly hours within each area shall be offered to the regular drivers on that truck/routes first and thereafter shall be offered to the most senior full-time employee first in that area and thereafter in decreasing order of seniority, providing the employee is available and willing to work the hours. Should no full-time accept the overtime it would then be offered to part-time employees on the same basis.

## **ARTICLE 10            GENERAL HOLIDAYS**

10.01                    The following days shall be recognized and considered as paid general holidays:

New Year's Day	<b>Terry Fox Day</b>
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

and any other day or portion of a day designated as a paid holiday by the Provincial or Federal Government.

10.02                    Each full-time employee who qualifies for a general holiday with pay shall receive one (1) day's pay at **their** regular daily rate of pay for each such general holiday.

10.03                    Part-time employees shall receive their general holiday pay with each paycheque. General holiday pay shall be in an amount that is equal to three (3%) percent of the total wages paid to part-time employees on their paycheques.

10.04                    In addition to the compensation provided for in Article 10.02 and Article 10.03 above, each employee who works on a general holiday shall receive one and one-half (1½) times **their** regular daily rate of pay for each such shift worked.

10.05                    General holiday pay under this article shall not be paid to full-time employees in the following circumstances:

- (a)            the employee failed to report for work on the holiday when scheduled, without reasonable excuse; or
- (b)            the employee was absent from work either on the regular working day immediately preceding or following the general holiday, as scheduled, without the **Co-operative's** consent, or without reasonable excuse.

## **ARTICLE 11**      **MINIMUM CALL-IN**

11.01                      Each employee shall receive one (1) day's pay at **their** regular daily rate of pay for each shift in which route work is performed.

11.02                      Any employee who is called in outside of **their** assigned working hours shall be paid the greater of time actually spent at work or one-half day's pay.

## **ARTICLE 12**      **VACATIONS**

12.01                      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 twenty (20) 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 **they were** unfit to work during that time, by reason of **their** illness or injury.

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

12.02                      Full-time employees who, on January 1st of each year, have less than one (1) year of continuous service with the **Co-operative** since their most recent date of hire, shall receive vacation pay in an amount equal to four (4%) percent of their total gross earnings paid during the period of employment for which no vacation allowance has been paid up to January 1st. Said employees shall be allowed up to two (2) weeks of vacation time off without pay, all of which shall be taken during the time period of April 1st to September 30th inclusive, unless otherwise mutually agreed to between the Employee and the **Co-operative**.

12.03 Full-time employees who, on January 1st of each year, have one (1) year of continuous service but less than five (5) years of continuous service with the **Co-operative** since their most recent date of hire, shall receive two (2) weeks' vacation which shall be paid at the greater of eight (8) days' pay or four (4%) percent of their total annual gross earnings paid during the previous calendar year ending December 31st as shown on their T-4 tax form.

12.04 Full-time employees who, on January 1st of each year, have five (5) years of continuous service but less than ten (10) years of continuous service with the **Co-operative** since their most recent date of hire, shall receive three (3) weeks' vacation which shall be paid at the greater of twelve (12) days' pay or six (6%) percent of their total annual gross earnings paid during the previous calendar year ending December 31st as shown on their T-4 tax form.

12.05 Full-time employees who, on January 1st of each year, have ten (10) years of continuous service but less than twenty (20) years of continuous service with the **Co-operative** since their most recent date of hire, shall receive four (4) weeks' vacation which shall be paid at the greater of sixteen (16) days' pay or eight (8%) percent of their total annual gross earnings paid during the previous calendar year ending December 31st as shown on their T-4 tax form.

12.06 Full-Time employees who on January 1st of each year, have twenty (20) years of continuous service but less than twenty-five years with the **Co-operative** since their most recent date of hire, shall receive five (5) weeks' vacation which shall be paid at the greater of twenty (20) days' pay or ten (10%) percent of their total annual gross earnings paid during the previous calendar year ending December 31st as shown on their T-4 tax form.

12.07 Full-Time employees who on January 1st of each year, have twenty-five years of continuous service or more with the **Co-operative** since their most recent date of hire, shall receive six (6) weeks' vacation which shall be paid at the greater of twenty-four (24) days' pay or twelve (12%) percent of their total annual gross earnings paid during the previous calendar year ending December 31st as shown on their T-4 tax form.

12.08 Employees entitled to two (2), three (3), four (4), or five (5) weeks' vacation and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent, or ten (10%) percent as the case may be, of their total wages earned during the period of employment for which no vacation allowance has been paid.

12.09 Seniority shall be the governing factor in the choice of vacation.

12.10 The vacation period for all employees in the bargaining unit shall be from April 1st to September 30th of each year, unless the employee requests to take **their** vacation outside of this time period. Any such request shall not be unreasonably denied by the **Co-operative**.

12.11 The **Co-operative** shall allow employees to take their vacation consecutively unless employees wish to have **their** vacation broken up. Where applicable, vacation will be broken up into a minimum of one (1) two (2) week block.

12.12 The **Co-operative** shall post a list of the employees' number of weeks of vacation entitlements by February 1st of each year so as to enable employees to write in their preferred vacation time. Employees shall have until March 1st of each year to write in their preferred vacation time. On March 15th of each year the **Co-operative** shall post a finalized vacation schedule which cannot be changed by the **Co-operative** except at the request of the employee. Employees who wish to take their vacations prior to March 15th shall be entitled to do so and in such case must notify the **Co-operative** in advance of all such time off required.

12.13 Vacation shall be paid to full-time employees upon written request no later than the pay period immediately preceding the beginning of the employee's vacation for an amount up to the total due. Any vacation pay not taken by December 1st will be paid out on December 31st of the same year.

12.14 Part-time employees shall receive their vacation pay upon written request no later than the pay period immediately preceding the beginning of the employee's vacation for an amount up to the total due. Any vacation pay not taken by December 1st will be paid out on December 31st of the same year.

12.15 Upon written request by the employee, the **Co-operative** shall grant time off for vacation purposes to part-time employees based on the full-time employees' schedule of vacation entitlements.

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

12.17 If an employee becomes confined to hospital while on vacation, the employee may utilize any sick leave credits they may have accumulated and their vacation shall cease on the date they became ill and/or injured. The balance of the employee's unused vacation will be rescheduled following the employee's return to work.

## **ARTICLE 13**      **MANAGEMENT RIGHTS**

13.01                    The Union recognizes and acknowledges that the management of the operations and direction of the working force are fixed exclusively in the **Co-operative** and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the **Co-operative** to:

- (a)            maintain order and efficiency;
- (b)            hire, promote, demote, classify, transfer, assign to shifts, decide leaves of absence, lay off, recall, suspend, dismiss, or discipline any employee for just and sufficient cause;
- (c)            make, enforce and alter, from time to time, reasonable rules and regulations and reasonable policies and practices, to be observed by the employees;
- (d)            determine the nature and kind of service to be provided, the equipment and materials to be used, the control of materials and product, the methods and techniques of work, quantity and quality standards, the assignment of work, the schedules of operations, service and hours of work, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives, all of which shall remain solely with the **Co-operative** except as specifically limited by the express provisions of the Agreement.

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

## **ARTICLE 14**      **NOTICE OF LAYOFF**

### **14.01**                    **Notice of Layoff**

                         All employees in the bargaining unit who have completed their probationary period and who are subsequently laid off from work for any reason whatsoever, shall be entitled to four (4) weeks' notice of such layoff or four (4) weeks' pay in lieu of such notice.

14.02

### **Severance Pay**

Any full-time employee who is terminated due to the permanent closing of the **Co-operative's** operation or any portion of their operation, or any full-time employee who is terminated because **their** job has become redundant, or any full-time employee who is terminated because of the **Co-operative's** decision to downsize their operation, shall receive severance pay in the amount of :

- (a) Employees with one but less than ten years of seniority shall receive three (3) days' pay at their regular daily rate for each twelve (12) completed months of employment with the **Co-operative**;
- (b) Employees with more than ten (10) years of seniority shall receive five (5) days' pay at their regular daily rate of pay for each twelve (12) completed months of employment with the **Co-operative**.

14.03

Where an employee who is entitled to severance pay under this section has a right to be recalled for employment under the terms of the Collective Agreement, the employee may elect to be paid severance pay or may elect to retain the right to be recalled. Where the employee elects to be paid severance pay, the employee shall be deemed to have abandoned the right to be recalled.

## **ARTICLE 15      PAYMENT FOR MEETING ATTENDANCE**

15.01

When the **Co-operative** requires an employee to be present at a meeting called by the **Co-operative**, during the employee's scheduled working hours, time spent at such meeting shall be considered as time worked.

15.02

Any employee who attends a meeting outside of **their** assigned working hours shall be paid the greater of time actually spent at the meeting or one-half (½) day's pay. All such compensation shall include travel time to and from the employee's home and shall be paid for at the employee's appropriate rate of pay.

## **ARTICLE 16      STRIKES AND LOCKOUTS**

16.01

During the term of this Agreement, there shall be no strikes, slowdowns, stoppages of work or other interferences whatsoever with the performance of the work of the **Co-operative** by its employees, nor shall there be any lockouts by the **Co-operative**.

## **ARTICLE 17            UNION REPRESENTATIVE'S VISITS**

17.01            Duly authorized full-time representatives of the Union shall be entitled to meet with employees when the employees are at a depot or when they are in transit on their route and shall be entitled to visit the **Co-operative's** depots for the purpose of observing working conditions, interviewing such employees and to ensure that the terms of the Collective Agreement are being implemented. In no event shall a Union Representative unduly interrupt, disrupt or stop any employee who is engaged in the performance of **their** duties.

## **ARTICLE 18            SHOP STEWARDS**

18.01            The **Co-operative** agrees to recognize all Union Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The **Co-operative** further recognizes the right of the Shop Stewards to oversee the terms of the Collective Bargaining Agreement being implemented and for the purpose of presenting complaints and/or grievances to management.

18.02            The **Co-operative** shall not discriminate against any member of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement.

## **ARTICLE 19            LEAVES OF ABSENCE**

### **19.01                    Personal Leave**

A leave of absence without pay for personal reasons shall be granted to employees by the **Co-operative**, provided that the leave does not unduly inconvenience the operation. It is understood that such leave shall not unreasonably be denied. It is further understood that such a leave shall not be used to perform work for another company.

### **19.02                    Union Leave**

A leave of absence without pay to attend to union business shall be granted to an employee provided that the leave does not unduly inconvenience the operation. It is understood that such leave shall not unreasonably be denied. As much notice as is possible, but in any event not less than three (3) weeks' advance notice shall be given to the **Co-operative** indicating that such leave is required and no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time.



19.03                    **Negotiation Leave**

The **Co-operative** agrees to allow one (1) employee time off, without pay, for the purpose of attending negotiations for the renewal of the Collective Agreement.

19.04                    **Jury Duty/Selection Leave**

On presentation of court documentation, any employee who must serve as a juror, shall be paid the difference between **their** regular wage and the amount of compensation received from the court. This procedure shall apply for each day that the employee is required to act as a juror, inclusive of the jury selection process, provided that the employee will report to work during regular hours that **they are** not required to attend court.

19.05                    **Witness Leave**

On presentation of court documentation, any employee who must serve as a witness on behalf of the Crown or **Co-operative**, shall be paid the difference between **their** regular wage and the amount of compensation received from the Court. This procedure shall apply for each day that the employee is required to act as a witness, provided that the employee will report to work during regular hours that **they are** not required to attend court.

19.06                    **Bereavement Leave**

- (a) An employee shall be granted bereavement leave of up to five (5) **non-consecutive** working days when necessary, without loss of regular wages, in the event of the death of the employee's father, mother, brother, sister, spouse (including common law spouse, **and same sex** partner), child, stepparent, stepchild, grandchild, **son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, or fiancé.**
- (b) An employee shall be granted bereavement leave up to two (2) working days when necessary, without loss of wages, in the event of a death of the employee's grandparent, aunt, uncle, guardian or former guardian.
- (c) An employee shall be granted up to one (1) day's leave of absence without loss of regular wages to attend a funeral as a pallbearer or to be a participant in a funeral service, i.e. eulogy.
- (d) Additional travel time without pay may be granted at the discretion of the **Co-operative.**
- (e) The **Co-operative** may grant additional bereavement leave, without pay, if a bereaved employee requests same in writing.

19.07

### **Maternity Leave**

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

Where an employee intends to return to work immediately following her maternity leave she must give the Co-operative a minimum of two (2) weeks' notice in advance of the day she intends to return 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.

Accumulated paid sick leave benefit provided by the Co-operative, and required because of a medical condition directly attributable to pregnancy, shall be granted to an employee under the same conditions as this benefit is granted to other employees.

19.08

### **Parental Leave**

#### **(A) Entitlements**

Every employee

- (a) who becomes the parent of a child; and
- (b) who has completed twelve (12) consecutive months of employment; and
- (c) who submits to the **Co-operative** an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave without pay from the **Co-operative**, consisting of a continuous period of up sixty-three (63) weeks.

(B) **Commencement of Leave**

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

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

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

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

(D) **Reinstatement of Employee**

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

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

19.09 **Family Responsibility Leave**

In the event of illness or injury occurring to an employee's spouse (including common-law spouse), parent (including step-parent) or child (including step-children), or a family member residing with and in the care of an employee, the employee may request, and if so, shall be granted a paid leave of absence or absences which shall not exceed three (3) working days in total per calendar year.

An additional two (2) days per calendar year without pay shall be granted to employees if necessary. Employees may use their accumulated paid sick leave benefits in order to be paid for this time off.

The purpose of this leave shall be to enable the employee to attend to the needs of their ill, injured or ailing spouse, parent or child.

#### 19.10 **Child Bearing Support Leave**

Each employee shall be granted one (1) day child bearing support leave of absence with pay at the time of the birth of a child. That employee will be entitled to an additional one (1) day off without pay within seven (7) days of the birth of that child.

#### 19.11 **Leave Authorization**

The employee's request and the **Co-operative's** decision concerning any requested leave of absence referred to in this article shall be made in writing.

19.12 In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in *The Employment Standards Code*. These include but are not limited to **Interpersonal** Violence Leave, Critical Illness of a Child Leave, Disappearance or Death of a Child Leave and Organ Donation Leave. Eligibility for such leave will be determined in accordance with *The Employment Standards Code* and regulations thereunder.

Information regarding these leaves can be found at the Employment Standards website at [www.gov.mb.ca/labour/standards](http://www.gov.mb.ca/labour/standards)

### **ARTICLE 20 SENIORITY**

20.01 Seniority shall be defined as the length of continuous service with the **Co-operative** within the bargaining unit since the employee's most recent date of hire.

20.02 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence and layoffs.

20.03 An employee shall cease to have seniority rights and **their** employment status with the **Co-operative** shall be terminated for all purposes and for just cause if the employee:

- (a) is duly discharged by the **Co-operative** and is not reinstated through the Grievance and Arbitration procedure contained in the Agreement;
- (b) voluntarily quits or resigns;

- (c) has been laid off continuously for the lesser of fifty-two (52) weeks or a period of time equal to the employee's length of continuous service with the **Co-operative** since **their** most recent date of hire, or is called back to work after a layoff and does not return to work within fourteen (14) calendar days of receiving a registered letter sent to **their** last known address;
- (d) is absent from work without an approved leave of absence for more than three (3) consecutive working days unless a satisfactory reason is given by the employee;
- (e) fails to return to work on the completion of an authorized leave of absence, vacation or suspension unless a satisfactory reason is given by the employee.

20.04 Seniority shall be the governing factor in all matters of promotion, demotion, awarding of a new position or vacancy, layoff, recall after layoff, and reduction to part-time providing, in the judgment of the **Co-operative**, which shall not be exercised in an arbitrary or discriminatory manner, the affected employee has the fitness and ability to perform the required normal functions of the job as may be determined by the **Co-operative**.

Seniority in an employee's area would govern when relieving another employee in a higher paying classification.

20.05 The **Co-operative** shall provide the Union, **in January and July or whenever a written request to do so is received from the Union**, with an up-to-date seniority list in Excel format of all full-time and all part-time employees covered under the terms of the Collective Agreement.

20.06 Employees within the bargaining unit who accept a position with the **Co-operative** which places them outside of the bargaining unit shall continue to accumulate seniority for the purpose of this Agreement for a period of six (6) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the six (6) month period if they so choose. Employees who remain outside of the bargaining unit beyond the six (6) month time limit shall keep the seniority they had immediately prior to leaving the bargaining unit in the event they eventually return to the bargaining unit but shall not, in such cases, accumulate any seniority for the time period that they were outside of the bargaining unit beyond the six (6) month limitation.

20.07 For the purposes of allocating part-time hours of work there shall be two (2) areas for part-time employees which shall be the Pilot Mound and the Brandon area. Each part-time employee shall be assigned to the area closest to where **they** reside from time to time. Part-time employees shall be entitled to exercise their seniority to receive hours of work in their area, but shall not be entitled to exercise their seniority to

receive hours of work in the other area. To the extent reasonably possible, all available part-time hours of work within each area shall be offered to the most senior part-time employee first and thereafter in decreasing order of seniority, providing the employee is available and willing to work the hours.

20.08 No full-time employee shall be laid off and/or reduced to part-time status by the **Co-operative** unless all present part-time employees have been laid off first.

20.09 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 and spare employees. Part-time employees shall have seniority only over other part-time employees and spare employees.

20.10 The **Co-operative** shall give two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof to any employee whose status is changed by the **Co-operative** from full-time to part-time.

## **ARTICLE 21 SAFETY AND HEALTH**

21.01 The **Co-operative** and each employee shall comply with the provisions of The Workplace Safety and Health Act (Manitoba) as those provisions are in force from time to time.

21.02 Each **Co-operative** vehicle shall be equipped with a first aid kit, fire extinguisher and cellular telephone.

## **ARTICLE 22 WAGES**

22.01 The minimum daily rate of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement. The rates of pay provided for in Appendix "B" apply to job classifications and not to individuals and shall form part of this Agreement.

22.02 Rates of pay for any new classification that may be established by the **Co-operative**, and which come within the scope of this Agreement, shall be the subject of negotiations, and the **Co-operative** shall have the right to temporarily establish a rate to be paid until the regular rate of pay for this new position has been agreed upon. If the **Co-operative** and the Union cannot reach an Agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The **Co-operative** and the Union mutually agree that an arbitrator appointed in accordance with the terms of this Agreement, shall have the right to determine the rate of pay to be paid for this new classification and the **Co-operative** and the Union further agree that the arbitrator's decision shall be final and binding upon all parties concerned.

22.03 All employees in the bargaining unit shall be paid on a bi-weekly basis with pay periods ending every second Saturday.

## **ARTICLE 23 COURT'S DECISION**

23.01 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 24 DISCIPLINE/DISCHARGE**

24.01 The **Co-operative** will not discipline or discharge an employee except for just cause.

24.02 Where practicable, a Shop Steward or, in the absence of a Shop Steward, another employee of the disciplined employee's choice in the bargaining unit, shall be present when a member of the bargaining unit:

- (a) is given a reprimand which is to be entered on the employee's personnel file;
- (b) is suspended or discharged.

24.03 The affected employee, the Shop Stewards and the Union shall, within forty-eight (48) hours of the event, shall be informed by fax/email/in person whether there will be an investigation for an event in which there may be discipline. The affected employee, the Shop Steward and the Union shall, within ninety-six (96) hours of the event, be given a copy of any disciplinary/discharge notice which is to be entered on the employee's personnel file. In all cases of discipline or discharge the **Co-operative** shall notify the affected employee, the Shop Stewards and the Union in writing of the exact reasons for taking such action.

24.04 **The signing of discipline and/or discharge notices by shop stewards or employees does not mean that they are in agreement, or that they support the content of the discipline and/or discharge notice, but is acknowledgement that they have received said discipline and/or discharge notice.**

24.05 Employees covered by this Agreement shall have access to their own personnel file during non-working hours, and upon providing reasonable notice of such intent to the **Co-operative**, who shall be entitled to be present during such review. Employees shall be able to obtain copies of their personnel file when requested and a copy of an employee's reply to any document contained in **their** personnel file shall be placed in the employee's personnel file. The **Co-operative** shall keep only one (1) personnel file per employee.

24.06 The **Co-operative** shall remove all written disciplinary notices, except traffic accidents with the **Co-operatives'** vehicle where the employee has been found 100% responsible, from an employee's personnel file after twenty-four (24) calendar months. The written disciplinary notice for a traffic accident with the **Co-operatives'** vehicle where the employee is found 100% responsible, shall be removed from an employee's personnel file after five (5) years. The **Co-operative** shall not use any such disciplinary notice against the employee at a later date. This time frame of twenty-four (24) calendar months or five (5) years shall not include periods of layoff.

## **ARTICLE 25        ADJUSTMENT OF GRIEVANCES**

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

25.02 Any employee, the Union or the **Co-operative** may present a grievance. Any grievance which is not presented within twenty-one (21) calendar days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party. If the matter is subject to an investigation by the police, Manitoba Public Insurance or the Dairy Farmers of Manitoba an extension may be requested and will not be unreasonably denied.

25.03 All grievances must be submitted in writing specifying clearly the nature of the grievance, the article or articles of the Agreement alleged to have been violated and the remedy sought.

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

**Step 1:** By a discussion between the employee and, Shop Steward and/or the Union Representative, with the General Manager or **their** designated appointee. The General Manager or **their** designated appointee shall reply to the grievance in writing, to the Union, within ten (10) calendar days. If a satisfactory settlement has not been reached, the Union Representative or employee may proceed to Step 2.

**Step 2:** The Union Representative or Representatives may take the matter up with the **Co-operative** official designated by the **Co-operative** to handle labour relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited.



25.05 If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision, from either party, but not thereafter, the matter may then be referred to an arbitrator, selected in accordance with Article 26, failing which it shall be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited. Nothing in this Article prevents the parties from agreeing to the use of a mediator prior to proceeding to arbitration.

25.06 It is understood and agreed by the Union and the **Co-operative** that the time limits specified in the various steps of the above grievance procedure, may only be extended by express written agreement between the Union and the **Co-operative**.

## **ARTICLE 26**      **ARBITRATION**

26.01 If the Union and the **Co-operative** cannot reach a settlement, then upon request of either party, the grievance shall be submitted to an arbitrator. The Arbitrators are herein set forth on a rotating basis:

Gavin Wood  
Blair Graham  
Colin Robinson

26.02 If any individual of the above panel, who has been requested in their turn to act as an arbitrator, shall be unable or unwilling to act, they shall not again be requested to act as the arbitrator until their name comes up again on the regular rotation of the panel.

26.03 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.

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 **they** deem essential to a full understanding and determination of the issues involved. In reaching **their** decision, the arbitrator shall be governed by the provisions of this Agreement and shall render **their** decision as soon as reasonably possible.

26.05 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.

26.06 The findings and decisions of the arbitrator, on all arbitrable questions, shall be binding and enforceable on all parties involved.

26.07 It is the intention of the parties that this article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations, as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this article.

26.08 The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

#### **ARTICLE 27 HEALTH AND WELFARE BENEFITS/WAGE RATES/LETTERS OF AGREEMENT REFERRAL**

27.01 All appendices and Letters of Agreement attached shall form part of this Agreement.

#### **ARTICLE 28 WORKERS COMPENSATION BENEFITS**

28.01 When an employee is unable to work as a result of an injury or illness incurred in the course of the employee's duties, the employee shall inform the **Co-operative** so that a claim for Workers Compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the **Co-operative** shall be provided as quickly as practicable.

28.02 Any employee suffering injury which qualifies for Workers Compensation benefits will suffer no loss of earnings for the hours **they** normally would have worked on the day of the injury, but was unable to work because of the injury.

#### **ARTICLE 29 UNIFORMS/PROTECTIVE CLOTHING/FOOTWEAR**

29.01 The **Co-operative** shall reimburse each employee up to five hundred **and fifty (\$550.00)** dollars annually (from August 1<sup>st</sup> to July 31<sup>st</sup> of each year) for their costs for purchasing or replacing uniforms and protective clothing which shall include blue work pants, light blue shirts with crests, summer jacket, winter jacket, steel toed winter boots, steel toed rubber boots, goggles and safety vests. In order to receive the reimbursement the employee must invoice the **Co-operative** showing proof of purchase by supplying receipts. Each employee shall be responsible for laundering and maintaining **their** own uniforms and protective clothing.

## **ARTICLE 30 TRAVEL EXPENSES/CREDIT CARDS/LICENSES**

### **30.01 Meal Allowances**

Each employee shall receive an accountable meal allowance of up to **fifteen (\$15.00)** dollars for breakfast, **twenty (\$20.00)** dollars for lunch, and **thirty (\$30.00)** dollars for supper when **they are** required to work and remain away from **their** home overnight on the **Co-operative's** business, provided valid receipts are turned in to the **Co-operative**.

### **30.02 Hotel Expenses**

The **Co-operative** shall pay the full cost of all hotel expenses reasonably incurred for each employee who is required to work and remain away from **their** home overnight on the **Co-operative's** business, provided valid receipts are provided to the **Co-operative**.

### **30.03 Cell Phones**

Each employee shall be entitled to a cell phone allowance from the **Co-operative** in the amount of thirty (\$30.00) dollars per bi-weekly period.

### **30.04 Gas Allowance**

Each employee who uses **their** own vehicle to perform work for the **Co-operative** or each employee who uses **their** own vehicle to travel to and from a work location other than their normal work location shall receive a gas allowance from the **Co-operative** in the amount of **sixty (60¢)** cents per kilometre after presentation of a record of travel.

### **30.05 Bulk Milk Grader Certificates**

Employees who require a Bulk Milk Grader's certificate to perform work for the **Co-operative** shall have the cost of such certificate paid for in total by the **Co-operative**.

### **30.06 Reimbursement to Employee**

The **Co-operative** shall reimburse each employee who incurs an expense under this article within two (2) calendar weeks from when the required proof of the expense is submitted to the **Co-operative**. All such monies owing shall be paid by Accounts Payable direct deposit to the employee's bank account.

**ARTICLE 31            MILK TRUCK LOCATIONS/FULL-TIME EMPLOYMENT**

**31.01                    Pilot Mound**

Unless otherwise mutually agreed to between the Union and the **Co-operative**, the number of full time bargaining unit employees, employed at the time of the renewal of the Collective Agreement, shall continue to be employed. In addition, the required number of bulk milk trucks to be used by these employees will be based in Pilot Mound.

**31.02                    Brandon**

Unless otherwise mutually agreed to between the Union and the **Co-operative**, the number of full time bargaining unit employees, employed at the time of the renewal of the Collective Agreement, shall continue to be employed. In addition, the required number of bulk milk trucks to be used by these employees will be based in Brandon.

**ARTICLE 32            EXPIRATION AND RENEWAL**

32.01                    This Agreement shall be in effect from **November 1, 2021**, and shall remain in effect until **October 31, 2023**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

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

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

**SIGNED THIS                    DAY OF                    , 2021.**

**FOR THE UNION:**

**FOR THE CO-OPERATIVE:**

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## APPENDIX "A"

### HEALTH AND WELFARE BENEFITS

#### A-1 Group Insurance Benefits

A-1.01 The **Co-operative** and the Union agree that all eligible employees covered by this Collective Agreement and their eligible dependants shall continue to receive in no less beneficial form the benefits and coverage contained in the reference to Manulife Financial, Group Policy #GOO52425 which the **Co-operative** has with the Manulife Financial. The **Co-operative** and the Union further agree that the **Co-operative** shall have the right to make arrangements for the replacement of the insurance carrier referred to above providing that all of the benefits which are presently available to employees are maintained or improved. Under such circumstances, the **Co-operative** shall first provide the Union with advance notification in writing, detailing the specific changes that are to take place as well as the reasons for said changes.

A-1.02 It is understood that the **Co-operative** fulfills its obligation hereunder by obtaining a plan or plans through its group policy with the Manulife Financial which provide the benefits set forth in this Appendix "A" and by paying fifty (50%) percent of the requisite premiums and the employees being deducted fifty (50%) percent of the premiums from their gross pay therefore, but in all respects these benefits shall be administered in accordance with the rules and regulations of the plan or plans obtained by the **Co-operative**, said plan or plans not forming part of this Agreement.

A-1.03 The **Co-operative** shall provide the Union with a current copy of the plan text and summary pamphlets for all of the health and welfare benefits that are provided by the **Co-operative** through its Group Policy with the Manulife Financial. The **Co-operative** shall provide all employees with current copies of the summary pamphlets.

A-1.04 The benefits referred to in this Appendix "A" that are provided by the **Co-operative** through its group policy with the Manulife Financial shall apply to all eligible employees in the bargaining unit who have completed their probationary period and shall include long term salary continuance benefits, dental benefits, supplementary health benefits, life insurance benefits and accidental death and dismemberment benefits. The **Co-operative** shall pay fifty (50%) percent of the premium cost of all such health and welfare benefits and the employees shall be deducted fifty (50%) percent of the premium cost from their gross pay.

A-1.05 A general description of the health and welfare benefits, terms and conditions, that the **Co-operative** shall ensure are available to eligible employees and their eligible dependants is in the following clauses.

## **A-2**                      **Paid Sick Leave Benefits**

A-2.01                      Paid sick benefits shall accrue to each employee at the rate of one (1) day per full month of continuous service until a maximum of fifteen (15) days has been accrued. Employees shall not be entitled to cash in unused sick leave credits when terminating their employment with the **Co-operative**.

A-2.02                      Employees shall be entitled to utilize accumulated paid sick leave benefits for medical appointments that require the attention of a medical specialist, family related leave as outlined in 19.08 and in cases of actual sickness and/or injury. Employees are required to enter the general nature of such medical appointments, sickness and/or injury on their time sheet. The **Co-operative** reserves the right to require a medical certificate confirming the medical appointment, illness and/or injury. The **Co-operative** shall pay the costs of obtaining any such medical certificate.

A-2.03                      In January and July of each year, the **Co-operative** shall notify the Union and each employee in the bargaining unit of the total amount of sick leave credits each employee has accumulated at that time.

## **A-3**                      **Long Term Salary Continuance Benefits**

A-3.01                      All eligible employees shall be entitled to long term salary continuance benefits. Said benefits shall commence after a one hundred and twenty (120) day waiting period and shall be payable if necessary to age sixty-five (65). Employees shall receive sixty-six and two-thirds (66 2/3%) percent of their weekly salary to a maximum of fifteen hundred (\$1,500) dollars per month. Said benefits shall at all times be calculated using the regular rate of pay that would have been paid to the employee had **they** continued to work.

                                    The fifty (50%) percent of the health and welfare benefit premiums paid by the employee referred to in A-1.02 shall be deemed to cover **one hundred (100%) percent** of the long term salary continuance premiums.

## **A-4**                      **Dental Benefits**

A-4.01                      All eligible employees and their eligible dependants shall be entitled to dental benefits. Dental coverage shall at all times be based on the most current fee guide set by the Manitoba Dental Association. Employees shall not be required to pay any deductible. Dental benefits shall cover eighty (80%) percent of all eligible expenses to a maximum coverage of fifteen hundred (\$1,500) dollars per person per calendar year. Dental services shall be the same as those that are provided for in the plan.

## **A-5**                      **Supplementary Health Benefits**

A-5.01                      All eligible employees and their eligible dependants shall be entitled to supplementary health benefits. Employees shall not be required to pay any deductible. Supplementary health benefits provide reimbursement for reasonable expenses incurred for necessary medical care, services or supplies as a result of sickness or bodily injuries, and are subject to any deductible or co-insurance outlined in the benefits schedule. Effective December 1, 2013 the supplementary health benefits shall include a prescription drug card. Details of the types of coverage together with the maximum amount that is payable for each such type of coverage shall be as contained in the policy booklet issued by the insurance carrier.

## **A-6**                      **Life Insurance Benefits**

A-6.01                      All eligible employees shall be entitled to life insurance benefits. Said benefits shall be in an amount that is equal to one (1x) times the employee's annual earnings rounded to the next higher one thousand (\$1,000) dollars to an overall maximum of twenty-five thousand (\$25,000) dollars. Life insurance benefits shall be paid to the employee's named beneficiary in the event of death due to any cause and if no beneficiary is named then benefits shall be paid to the employee's estate. Life insurance benefits are reduced by fifty (50%) percent at age sixty-five (65) and terminate at age seventy (70), retirement, or termination of employment.

## **A-7**                      **Accidental Death and Dismemberment Benefits**

A-7.01                      All eligible employees shall be entitled to accidental death and dismemberment benefits. The principle sum payable for injuries resulting from any one (1) accident shall be in an amount that is equal to one (1x) times the employee's annual earnings rounded to the next higher one thousand (\$1,000) dollars to an overall maximum of twenty-five thousand (\$25,000) dollars. Accidental death and dismemberment benefits shall be paid to the employee's named beneficiary in the event of death due to any cause and if no beneficiary is named then benefits shall be paid to the employee's estate. Accidental death and dismemberment benefits are reduced by fifty (50%) percent at age sixty-five (65) and terminate at age seventy (70), retirement, or termination of employment.

## **A-8**                      **Group Retirement Savings Plan**

A-8.01                      The **Co-operative** shall provide for and administer payroll deductions for any employee who wishes to participate in a Retirement Savings Plan.

## APPENDIX "B"

### WAGES

#### B-1 Daily Rates of Pay

	Current	Effective November 1/21	Effective November 1/22
<b>Class I Driver</b>			
start	\$226.08	\$231.73	<b>\$245.63**</b>
after 15 years	\$230.46	\$236.22	<b>\$250.39**</b>
after 20 years	\$234.51	\$240.37	<b>\$254.79**</b>
after 30 years	\$239.20	\$245.18	<b>\$259.89**</b>

\*\*The wage increase for November 1, 2022 will be equal to the amount negotiated between The Manitoba Truckers Association and the Dairy Farmers of Manitoba for the 2022 year, but in no circumstances will be less than two (2%) percent.

#### B-2 Retroactive Pay

All employees shall receive full retroactive pay to **November 1, 2021** 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 shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

#### B-3 Training Allowance

"Newly Hired Employees" while learning the procedures and routes will travel with an experienced driver for up to **seven (7)** days and will receive one hundred (\$100.00) dollars per day.



#### **B-4 Lead Hand Premium**

- 4.01 The **Co-operative** and the Union agree that the **Co-operative** may appoint a Lead Hand in Brandon and Pilot Mound who shall be paid as follows:

<b><u>No. of Employees</u></b> (including the lead hand)	<b><u>Pay Rate Per Pay Period</u></b>
2	1.75 days' pay
3	2.25 days' pay
4	2.75 days' pay
5+	3.25 days' pay

The duties of the Lead Hand shall be designated by the **Co-operative** but shall not include the discipline of other bargaining unit employees. This premium shall not apply for the purpose of calculating overtime.

- 4.02 The employees currently appointed Lead Hand in Pilot Mound and Brandon will maintain that position for the life of the Collective Agreement, unless there is mutual agreement between the **Co-operative** and the Union not to do so.

Any time worked in a lead hand capacity outside of normal hours shall be compensated at the overtime rates as outlined in the Collective Agreement.

**TO: THE NEW OR REHIRED EMPLOYEE:**

“The **Co-operative** shall retain in its employ within the bargaining unit as **outlined** in Article 1 of this Agreement, only members of the Union in good standing. The **Co-operative** shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official **Membership Application** form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.”

**Below is a sample Membership Application that must be completed and returned to the Co-operative so it can forward it to UFCW, Local 832 Union office (1412 Portage Avenue, Winnipeg, MB R3G 0V5) within 10 calendar days of your hire or rehire date.**

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

## LETTER OF UNDERSTANDING

BETWEEN:

**MOUND MILK TRANSPORT  
CO-OP LTD.** 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".

### RE: INTERIM WORKING MANAGER AGREEMENT

**This Letter of Understanding was created due to the General Manager position being suddenly vacated, and the Co-operative's request to have the position filled in the interim with bargaining unit employee, Trevor Morrow, with the following conditions.**

- 1) This Letter of Understanding will expire upon date of ratification of a new Collective Agreement. The Union, on a without precedent or prejudice basis, **will** allow for an exemption to Article 1.03. While employed in the position of General Manager, Trevor Morrow **will** continue in his position operating the Pilot Mound truck.
- 2) Mr. Morrow's seniority **will** freeze while in the out of scope position of General Manager, and operating the Pilot Mound truck. Mr. Morrow's seniority **will** not accrue while he **is** out of the bargaining unit. Should Mr. Morrow decide to leave the General Manager position, or the Co-operative determine they no longer require him in that position, Mr. Morrow **will** be allowed to return to the bargaining unit **in the same position he held prior to leaving the bargaining unit** with an adjusted seniority date to reflect the time Mr. Morrow was out of scope, and revert back to the appropriate rate of pay and any/all benefits outlined in the CBA. *Example of adjusted seniority date would be Mr. Morrow has an existing seniority date of August 1, 1983, should he return to the bargaining unit after being out of scope for six (6) months, his adjusted seniority date would be February 1, 1984.*
- 3) No bargaining unit employee will have their hours reduced or be laid off as a result of Mr. Morrow vacating the General Manager position and returning to the bargaining unit.

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

**SIGNED THIS                      DAY OF                      , 2021.**

**FOR THE UNION:**

**FOR THE CO-OPERATIVE:**

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