

**PEMBINA CONSUMERS
CO-OP (2000) LTD.**

FROM: September 1, 2023

TO: August 31, 2027

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



PEMBINA CONSUMERS CO-OP (2000) LTD

TABLE OF CONTENTS

	<u>ARTICLE</u>	<u>PAGE</u>
Access to Personnel File	27.04	23
Adjustment of Grievances	28	23
Bereavement Pay	32	26
Bulletin Boards/Decals	30	25
Call-in Time	9.04	8
Cash Shortages	25	21
Classifications and Wage Rates	Appendix B	33
Compassionate Care Leave	18.09	16
Conciliation	16.02	13
Convention/Conference Leave	18.01	14
Court's Decision	23	21
Deduction of Union Dues	4	3
Definitions	2	2
Demotion, Definition of	2.04	2
Dental Plan	Appendix A-5	32
Discipline	27	22
Displaced Employees	21	20
Education and Training Trust Fund	37	28
Emergency Pay and Change in Work Schedule	6.09	5
Exhibit One	Form	35
Expiration and Renewal	38	28
Extended Health Care Insurance	Appendix A-8	32
Family Responsibility Leave	18.10	17
Full-time Employee, Definition of	2.01	2
Gender Neutrality, Definition of	2.06	2
General Holidays	8	6
Group Life Insurance	Appendix A-7	32
Harassment/Abuse	36	28
Health and Welfare Benefits	Appendix A	30
Health and Welfare, Referral	24	21
Health Hazards	13	12
Hours of Work	6	4
Interpersonal Violence Leave	18.13	17
Job Postings	20	20
Jury Duty	18.11	17
Layoff, Definition of	2.05	2
Layoff/Closure/Severance Pay	14	12
Leaves of Absence	18	14
Long Term Disability Insurance	Appendix A-4	31
Management's Rights and Functions	12	11

Maternity Leave	18.04	14
Meal Periods	6.10	5
Merger of Business	22	21
Minimum Wage Adjustment	Appendix B-3	34
Nature of the Bargaining Unit	1	1
Negotiation Leave	18.02	14
Night Shift Premium	10.03	8
Notice of Layoff	14.02	12
Overtime	7	6
Paid Sick Leave Benefits	Appendix A-2	30
Parental Leave	18.05	15
Parenting Leave	18.06	16
Part-time Eligibility	Appendix A-9	32
Part-time Employee, Definition of	2.02	2
Payment for Meeting Attendance	15	12
Personal Leave	18.07	16
Physical Examinations	33	26
Plural and Singular, Definition of	2.07	2
Posting Work Schedule	6.05	4
Previous Experience	9.03	8
Probationary Period	5	4
Promotion, Definition of	2.03	2
Protected Leaves of Absence	18.14	18
Relieving Rates of Pay/Premium Pays	10	8
Rest Periods	6.11	5
Right to Refuse	13.02	12
Selection of an Arbitrator	29	24
Seniority	19	18
Seniority List	19.13	20
Shop Stewards	26	22
Short Term Disability Benefits	Appendix A-3	31
Smocks and Aprons	31	25
Sports Activity Leave	18.08	16
Spouse, Definition of	2.08	2
Staff Discounts	34	27
Strikes and Lockouts	16	13
Sunday Work	10.02	8
Superannuation	Appendix A-6	32
Time Sheets	6.07	5
Union Leave	18.03	14
Union Representative's Visits to Store	17	13
Union Shop	3	3
Vacation Scheduling	11.13	10
Vacations with Pay	11	9
Wages/Call in Time	9	7
Witness Fees	18.12	17
Workers Compensation Benefits	35	27

EXPIRY: AUGUST 31, 2027

AGREEMENT BETWEEN:

PEMBINA CONSUMERS CO-OP (2000) LTD., in the Town of Souris, 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 will promote a harmonious relationship between the Co-operative and employees covered by this Agreement, to provide methods for 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 of **Pembina Consumers Co-op (2000) Ltd. employed at the Pembina Co-op Souris Food Store** in the Town of Souris, in the Province of Manitoba, except **one (1) Food Store Manager, one (1) Grocery Manager** and those excluded by the Act.

1.02 The **Co-operative** shall provide the Union in January and July of each calendar year and whenever changes are made, with a list containing the names and classifications of all employees excluded from the Collective Agreement.

ARTICLE 2 **DEFINITIONS**

2.01 **Full-time Employee**

A full-time employee shall be an employee scheduled to work forty (40) hours per week, consisting of five (5) eight (8) hour work days, from **Sunday to Saturday**. It is agreed that no less than thirty-five (35%) percent of the bargaining unit shall be **scheduled for thirty-two (32) hours or more per week**.

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, **except during a specific period of time or duration of a specific project or group of assignments**.

2.03 **Promotion**

Promotion shall mean the transfer of an employee to a higher-level position of more responsibility as well as salary.

2.04 **Demotion**

Demotion shall mean the transfer of an employee to a lower-level position of less responsibility as well as salary.

2.05 **Layoff**

A layoff of an employee shall be deemed to occur when an employee is removed from the work schedule for one (1) week or more due to lack of work.

2.06 **Gender Neutrality**

The provision of this Agreement are to be gender neutral and gender inclusive.

2.07 **Plural and Singular**

When the plural is used, it shall also mean the singular, wherever applicable.

2.08 **Spouse**

A "spouse" is a person of the same or opposite sex who is married to the employee or who has cohabited with the employee in a conjugal relationship for at least twelve (12) consecutive months, unless specifically outlined in other Articles in this Collective Agreement.

ARTICLE 3 **UNION SHOP**

3.01 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 **new** employees who are not members of the Union, provided said non-members shall make application on the official **Membership Application form (Exhibit One)** within ten (10) calendar days from their 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.

3.02 The **Co-operative** shall provide each new employee and rehired employee, at the time of employment, with a form letter **(Exhibit One)** supplied by the Union, outlining to the employee their responsibility in regard to the payment of Union dues and initiation fees.

3.03 The **Co-operative** agrees to forward Exhibit One as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter.

3.04 The **Co-operative** agrees to provide the Union, once a month, with a list containing the names and Social Insurance Numbers of all employees who have terminated, laid off, on leave of absence, sick leave or retired from their employment during the previous month.

ARTICLE 4 **DEDUCTION OF UNION DUES**

4.01 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 as advised by letter from the Secretary-Treasurer of the Union. The **Co-operative** further agrees to deduct the Union dues and initiation fee 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 **Accounting Department/Bookkeeper** of the Union within twenty (20) 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 list of the names, Social Insurance Numbers and addresses 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 monthly cheque, with the name change of employees.

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

ARTICLE 5 **PROBATIONARY PERIOD**

5.01 Newly hired or rehired full-time employees shall be on probation for ninety (90) calendar days. Newly hired or rehired part-time employees shall be on probation for their first **five hundred and twenty (520) hours** worked and/or paid. The **Co-operative**, at its discretion, may discharge any probationary employee within the above time limits with or without cause, and such employee will have no recourse to the grievance and arbitration Articles of the Agreement for such discharge.

ARTICLE 6 **HOURS OF WORK**

6.01 The normal basic work week for full-time employees shall be forty (40) hours per week in five (5) days at eight (8) hours per day from **Sunday to Saturday**.

6.02 No part-time employee shall be required to work more than six (6) consecutive days in any **Sunday to Saturday work** week without a day off. Management shall grant a second day off without pay to part-time employees if the employee so wishes, where the granting of the second day off does not result in overtime to another employee or where the store is not unreasonably reduced in employees on that day.

6.03 In a week in which one (1) General Holiday occurs, the basic work week for full-time employees shall be thirty-two (32) hours to be worked over a four (4) day period during that week.

6.04 In a week in which two (2) General Holidays occur the basic work week for full-time employees shall be twenty-four (24) hours to be worked over a three (3) day period during that week.

6.05 Posting Work Schedule

The Co-operative shall post a weekly work schedule including starting and quitting times for all employees, for a period of two (2) consecutive weeks not later than 4:00 p.m. Tuesday. Each week thereafter the current schedule will be removed and replaced with another schedule for the week following the one already posted. There will always be two (2) consecutive one (1) week schedules posted.

6.06 The schedule of employees working full-time may be changed without notice in the event of an unscheduled absence of employees or in the event of emergencies, such as a snow storm, flood, breakdown of machinery, or other instances of force majeure. In all other cases, at least forty-eight (48) hours of notice of change must be given, or four (4) hours' additional pay at the employee's appropriate hourly rate of pay must be paid in lieu of such notice.

The foregoing shall not apply to employees other than full-time. Notice to such other employees shall be given as far in advance as possible by the **Co-operative** to the employee.

6.07 **Time Sheets**

The **Co-operative** may provide a time clock or time sheets to enable employees to record their time for payroll purposes. Employees shall punch their own time at the time they start and finish work and the time they commence and return from meal periods and such recordings as may be required by the **Co-operative**.

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

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

In the event of severe storm, any employee working full-time who reports late for work, but, in any event, within the first four (4) hours of **their** scheduled shift, shall receive pay for their full shift. All other employees shall be paid only for the hours worked. It is further understood that overtime rates will not apply until an employee has completed eight (8) working hours.

6.10 **Meal Periods**

A person working a daily shift of five (5) but less than seven (7) hours shall have one (1) thirty (30) minute uninterrupted meal period without pay.

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' uninterrupted duration and shall start not earlier than three (3) hours, nor later than five (5) hours after commencement of the employee's shift.

Times at which such meal periods are taken shall be scheduled by management. There shall be no exceptions to the meal period.

6.11 **Rest Periods**

A person working a daily shift of more than three (3) hours but less than five (5) hours will have one (1) rest period with pay.

A person working a daily shift of five (5) but less than seven (7) hours shall have one (1) rest period with pay which shall be in addition to the uninterrupted thirty (30) minute meal period provided for in **Article 6.10** above.

A person working a daily shift of seven (7) hours or more shall have two (2) rest periods with pay. One (1) rest period shall be granted before and one (1) rest period shall be granted after the meal period that is provided for in **Article 6.10** above.

Rest periods for all employees shall not begin until one (1) hour after commencement of work and shall not be within one (1) hour prior to or following the meal

period or the end of the shift, and shall not combined with the meal period, unless the employee agrees otherwise.

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

ARTICLE 7 OVERTIME

7.01 All time worked in excess of the normal basic work week, as defined in Article 6, or the regular working day scheduled by the **Co-operative**, which shall not exceed eight (8) hours per day, shall be compensated by either paying the employee one and one-half (1½) times the employee's regular rate.

7.02 All time worked by full-time employees on their scheduled day off, shall be paid for at the rate of one and one-half (1½) times the employee's hourly rate for all time so employed.

Employees working on the general holidays designated in Article 8 of this Agreement shall be paid the regular, hourly rate they would have received had they not worked, plus an additional one and one-half (1½) times said hourly rate for all the time required to be on duty.

7.03 All overtime must be authorized by management.

7.04 Overtime shall be by mutual agreement between the employees, and shall be offered on the basis of seniority to employees on the shift who are able to do the job. If no senior employee wishes to accept the overtime, the **Co-operative** will then have the right to assign the overtime to the most junior employee on that shift who is qualified to perform the work.

ARTICLE 8 GENERAL HOLIDAYS

8.01 The following days shall be considered General Holidays for which full-time employees shall suffer no reduction in pay:

New Year's Day	Labour Day
Louis Riel Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Terry Fox Day	Boxing Day

and any other day or portion of a day as designated by Federal, Provincial or Municipal authorities.

8.02 In order for an employee to qualify for a General Holiday with pay the employee must not have been voluntarily absent from their scheduled work day immediately prior to or following such holiday. Vacation, illness, injury, or any other authorized leave of absence shall not disqualify an employee.

8.03 Part-time employees who have worked or have been paid an average of at least thirty-two (32) hours or more per week in the four (4) weeks preceding the week in which a general holiday occurs, shall receive eight (8) hours' pay at their regular, hourly rate for each General Holiday.

8.04 Part-time employees who have worked or were paid an average of at least twenty (20) hours a week, but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a general holiday occurs, shall receive six (6) hours' pay at their regular, hourly rate for each General Holiday.

8.05 Part-time employees who have worked or were paid an average of at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a general holiday occurs, shall receive three (3) hours' pay at their regular, hourly rate for each General Holiday.

8.06 Part-time employees who have worked or were paid an average of less than ten (10) hours a week in the four (4) weeks preceding the week in which the General Holiday occurs, shall receive General Holiday pay based on five (5%) percent of their total gross earnings (excluding overtime), in the four (4) weeks immediately prior to said holiday.

8.07 The **Co-operative** agrees to give a minimum of two (2) weeks' notice to any employee who is to be asked to work on a general holiday.

8.08 **When the Co-operative requires employees to work on a general holiday, the Co-operative will first ask for volunteers. If there are not enough volunteers, then the Co-operative may schedule employees in the reverse order of seniority to fill the required shifts.**

ARTICLE 9 WAGES/CALL-IN TIME

9.01 The minimum hourly rate of wages for all employees coming under this Agreement shall be as per Appendix "B" of this Agreement, provided that where an individual employee's weekly or hourly wage is higher, such wage or hourly rate of wages shall not be reduced by reason of this Agreement. The rates of pay provided in Appendix "B" are minimum rates and apply to the job classifications and not to the individual.

9.02 Hourly rates of pay for any new classification may be established by the **Co-operative** and shall be the subject of negotiations. The **Co-operative** shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new classification has been agreed upon. If the **Co-operative** and the Union cannot reach an agreement, then at the request of either party, the matter shall be submitted to the

arbitration procedure contained in this Agreement. The **Co-operative** and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the **Co-operative** and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

9.03 The length of previous comparable experience of new employees in a chain, self-service retail food store shall be credited to all new employees for the purpose of determining their proper wage scale, as set forth in Appendix "B" of this Agreement, unless four (4) years have elapsed since last so employed. The **Co-operative** shall have ten (10) working days to consider a new employee's claim to past experience, before paying the employee the rate for their experience classification.

9.04 **Call-in Time**

Employees scheduled or called in and who report for work shall, if required to work less than four (4) hours, receive four (4) hours' pay at their regular hourly rate. **Part-time employees attending school (the word "school" shall not include night school) shall not be called in or scheduled to work less than two (2) hours per day during a school day, and four (4) hours per day during a non-school day, or the summer school recess.**

ARTICLE 10 RELIEVING RATES OF PAY/PREMIUM PAYS

10.01 In the event of an employee's rendering temporary service in a classification for which the rate of pay is lower than has been received by them, their regular wage rate shall not be reduced.

10.02 **SUNDAY WORK**

Any full-time employee scheduled to work on a Sunday as a part of their basic work week shall be paid **one (\$1.00) dollar** per hour in addition to their regular hourly rate for all hours worked.

Sunday work is considered voluntary for all employees. If the **Co-operative** is unable to find sufficient volunteers the **Co-operative** may schedule qualified part-time employees to work Sunday in reverse order of seniority. In the event of there being insufficient qualified part-time employees the **Co-operative** may then schedule full-time qualified employees to work Sunday in reverse order of their seniority.

10.03 **Night Shift Premium**

Any employee who is required to work on any shift when the majority of their working hours fall between 10:00 p.m. and 8:00 a.m. the following day, shall be paid a premium in addition to their regular hourly rate, of seventy-five (75¢) cents per hour, for all hours worked. Shift premium pay shall not be added to an employee's hourly rate for purposes of computing overtime.

ARTICLE 11 VACATIONS WITH PAY

11.01 Full-time employees who have not completed one (1) year of continuous service with the **Co-operative** prior to **May 1st**, shall be granted four (4%) percent of their total gross earnings earned prior to **May 1st**. Said employees shall be granted time off without pay at the rate of one (1) day per month of service up to a maximum of ten (10) days during the ensuing holiday period.

Employees who did not receive vacation pay in the first year of employment will be entitled to paid owed unused portion of vacation pay when their employment is terminated.

11.02 **Vacations with pay for full-time employees who have completed one (1) or more years of service as of May 1st each year shall be as follows:**

- (a) full-time employees with one (1) year of service or more shall receive three (3) weeks' vacation with pay;
- (b) full-time employees with eleven (11) or more years of service shall receive four (4) weeks' vacation with pay;
- (c) full-time employees with eighteen (18) or more years of service shall receive five (5) weeks' vacation with pay;
- (d) full-time employees with twenty-five (25) or more years of service shall receive six (6) weeks' vacation with pay.

11.03 The vacation period for all employees in the bargaining unit shall be from **May 1st to April 30th** of each year.

11.04 If an employee becomes confined to their home or in the hospital due to serious illness or injury while on paid vacation, the employee may go on paid sick leave and the balance of the employee's vacation will be rescheduled following the employee's return to work. In order to qualify for the above, the employee shall provide sufficient medical evidence acceptable to the **Co-operative**, verifying the illness or injury and confinement to the home or hospital.

11.05 When a **general** holiday occurs during an employee's vacation period, an extra day's vacation shall be granted if the **general** holiday is one which the employee would have received had they 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.

11.06 Full-time employees entitled to two (2), three (3), four (4) or five (5) weeks' vacation and 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 of their regular rate applicable of the total wages earned during the period of employment for which no vacation allowance has been paid.

11.07 Any employee working less than one (1) year and whose employment is terminated shall be paid vacation benefits in an amount equal to four (4%) percent of total gross earnings paid during the period of employment.

11.08 **Vacation pay for part-time employees who have completed one (1) or more years of service as of May 1st each year shall be as follows:**

- (a) part-time employees with one (1) year of service or more shall receive vacation pay in the amount equal to six (6%) percent of total gross earnings in the previous year;
- (b) part-time employees with eleven (11) years of service or more shall receive vacation pay in the amount equal to eight (8%) percent of total gross earnings in the previous year;
- (c) part-time employees with eighteen (18) years of service or more shall receive vacation pay in the amount equal to ten (10%) percent of total gross earnings in the previous year;
- (d) part-time employees with twenty-five (25) years of service or more shall receive vacation pay in the amount equal to twelve (12%) percent of total gross earnings in the previous year.

11.09 Vacation pay shall be paid to all part-time employees each pay period.

11.10 Upon written request of the employee, the **Co-operative** agrees to grant part-time employees time off for vacation purposes, without pay, based on the full-time employees' schedule of vacation entitlement.

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

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

11.13 **Vacation Scheduling**

The Co-operative reserves the right to determine the vacation period for each full-time employee, but agrees first to follow the principle of seniority in giving first choice of vacation periods to senior employees.

The Co-operative shall post a vacation planner containing the blackout dates (the two (2) weeks prior to December 25th of each year) and each full-time employee's name in order of seniority by April 1st of each year so as to enable them to request their preferred vacation time slots. Full-time employees will have until May 1st to identify their preferred vacation time slots.

Management will review all request and will approve based on the principal of seniority. A final vacation schedule will be posted no later than May 25th of each year.

The Co-operative reserves the right to restrict the number of full-time employees on vacation during the same week. Blackout dates will include the two (2) weeks prior to December 25th of each year.

Once the approved vacation schedule has been posted, any unscheduled vacation will be scheduled on a first come - first serve basis, providing it does not come into conflict with the Co-operative's operation.

11.14 An employee's approved scheduled vacation dates will not be changed by the Co-operative or the employee without two (2) weeks' prior notice, and in no event will they be changed by the Co-operative if the employee produces evidence of more than two hundred (\$200) dollars obligation committed prior to the two (2) weeks' notice.

ARTICLE 12 MANAGEMENT'S RIGHTS AND FUNCTIONS

12.01 The management of the **Co-operative** and the direction of the working force, including the right to plan, direct and control store operations, to maintain the discipline and efficiency of the employees and to require employees to observe reasonable **Co-operative** 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 management.

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

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

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

12.05 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 13 HEALTH HAZARDS

13.01 The Union may discuss with the **Co-operative** any working conditions which the Union believes are, in their opinion, detrimental to the health of the employees.

13.02 Right to Refuse

A worker may refuse to perform work which they have reasonable grounds to believe and does believe that the particular job in question is danger to their health and safety or the health and safety of another worker. Where a worker refuses to do such work, no other worker may be required to perform that job until the matter has been investigated by the Health and Safety Committee if any or the Workplace Safety and Health Division and satisfactorily settled. The **Co-operative** or any person acting on behalf of the **Co-operative** shall not take or threaten discriminatory action against an employee(s) for refusing to do such work.

During a work refusal, alternate work may be assigned to that worker until the work refusal has been resolved. No employee shall suffer a loss of pay or benefits during this work refusal.

ARTICLE 14 NOTICE OF LAYOFF/CLOSURE/SEVERANCE PAY

14.01 Notice of severance pay or pay in lieu of notice shall be given to any employee who is permanently laid off or terminated due to the closing of the store, or any department in the store, where in the event an employee's job has become redundant, in the amount of one (1) week's pay for each completed year of service to a maximum of ten (10) weeks' pay.

14.02 Notice of Layoff

The **Co-operative** shall notify all employees who are to be laid off, four (4) weeks in advance as per the four (4) week monthly schedule, prior to the effective date of the layoff or shall award pay in lieu thereof

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**, time spent at such a meeting will be considered as time worked. This provision shall not apply to dinner meetings, where attendance by an employee is voluntary.

ARTICLE 16 STRIKES AND LOCKOUTS

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

16.02 Conciliation

The **Co-operative** and the Union agree that at any time during the negotiation process either party may request the use of a mutually acceptable Conciliation Officer in their attempts to negotiate revision of the Collective Agreement. It is expressly understood and agreed between the parties that any such Conciliation Officer has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matters in dispute. All expenses and fees that may be incurred by such Conciliation Officer shall be borne equally by the **Co-operative** and the Union. Unless otherwise mutually agreed to between the **Co-operative** and the Union, this procedure may only be used in situations where Conciliation services are not available through provincial legislation.

ARTICLE 17 UNION REPRESENTATIVE'S VISITS TO STORE

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

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

- (a) carried on in a place in the store 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 **Co-operative** time, unless with the approval of Management.
- (d) held at such times as will not interfere with service to the public.
- (e) held in a private location that is acceptable to the Union.

17.03 Union Representatives shall be permitted to review the Hours of Work Schedule and in the event of any discrepancies, they shall be presented under Article 28 of this Agreement.

ARTICLE 18 **LEAVES OF ABSENCE**

18.01 **Convention/Conference Leave**

The **Co-operative** agrees to allow time off work without pay for one (1) bargaining unit employee to attend Conventions/Conferences for a period of not more than ten (10) calendar days. Requests for more than one (1) employee shall be decided by mutual agreement between the **Co-operative** and the Union. The Union will give the **Co-operative** four (4) weeks' notice in regard to such requests to attend Conventions/Conferences. **The Co-operative will pay an employee on such leaves as if they had been at work and the Union agrees to reimburse the Co-operative for any payments in regard to wages and benefits paid to the employee during such leaves.**

A leave of absence without pay for the purpose of attending educational seminars shall be granted to bargaining unit employees by the **Co-operative** upon receiving a written request from the Union. The duration of any such leave shall not exceed three (3) calendar days per occasion. **Requests for more than one (1) employee shall be decided by mutual agreement between the Co-operative and the Union.** The Union shall give the **Co-operative** written notice not less than fourteen (14) days before the requested leave is to commence. **The Co-operative will pay an employee on such leaves as if they had been at work and the Union agrees to reimburse the Co-operative for any payments in regard to wages and benefits paid to the employee during such leaves.**

18.02 **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 Bargaining Agreement. **The Co-operative will pay an employee on such leaves as if they had been at work and the Union agrees to reimburse the Co-operative for any payments in regard to wages and benefits paid to the employee during such leaves.**

18.03 **Union Leave**

Upon at least **four (4)** week's prior notice by the Union, the **Co-operative** agrees to grant one (1) employee a one (1) month leave of absence, without pay, to attend to Union business. It is further agreed such leave of absence may be renewable from month to month, by mutual agreement of the **Co-operative** and the Union.

18.04 **Maternity Leave**

An employee shall be granted a maternity leave of absence by the **Co-operative**. Said employee shall be re-employed by the **Co-operative** after the birth, and must do so within seventeen (17) weeks unless **they** wish to take parental leave immediately following **their** maternity leave.

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

In cases of physical complications, the employee may request an extension of **their** 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.

Accumulated paid sick leave and/or group insurance benefits required because of a disabling medical condition directly attributable to pregnancy shall be granted to qualified employees under the same conditions as these benefits are granted to other disabled employees who qualify under the terms of the Plan(s).

18.05 **Parental Leave**

(A) **Entitlements**

Every employee

(a) who,

- i. becomes the natural parent of a child or assumes actual care and custody of their new-born child, or.
- ii. adopts a child under the law of a province; and

(b) who submits to the **Co-operative** an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;
is entitled to, and shall be granted parental leave, consisting of a continuous period of up to sixty-three (63) weeks.

(B) **Commencement of Leave**

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 shall decide when their parental leave is to commence, providing they give the **Co-operative** reasonable notice.

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

When an application for parental leave under **Article (A)** above is not made in accordance with **Article (b)**, the employee is nonetheless entitled to, and upon application to the **Co-operative** shall be granted, parental leave under this Article for the full sixty-three (63) week leave period.

(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 same or similar position occupied at the time such leave commenced.

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

(F) In addition to the above, the **Co-operative** agrees to grant an employee, who has not taken maternity leave, a one (1) day's leave of absence, with pay, on the birth of each child.

18.06 **Parenting Leave**

Each employee, who has not taken maternity leave, shall be granted one (1) day parenting leave of absence with pay and four (4) days without pay, which shall be taken within seven (7) calendar days following the birth of their child. Said employee shall also be entitled to an additional seven (7) calendar days off without pay if they so desire, providing they give seven (7) days prior notice in writing requesting same. Parenting leave shall be in addition to any parental leave the employee may be entitled to.

18.07 **Personal Leave**

Each employee in the bargaining unit with one (1) year or more of service, and who requires same, may be granted a leave of absence for personal reasons, without pay, of up to four (4) calendar weeks. Said leave of absence may be added to the employee's vacation with pay and shall be granted not more often than once every two (2) years. Said leave of absence will not be unreasonably denied by the **Co-operative**.

18.08 **Sports Activity Leave**

The **Co-operative** agrees to allow employees engaged in sports activities, time off from work without pay. Employees who are engaged in scheduled sports shall provide to the **Co-operative** at the time that the schedule becomes available, the dates which they shall require leaves of absence in order to attend, for the full duration of the schedule. The employee shall also be responsible for reminding the Manager of the requested leave of absence no later than one (1) week prior to the **Saturday** prior to the scheduled event. Students shall notify the Manager as far in advance as possible.

18.09 **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 twenty-eight (28) weeks to provide care or support to a seriously ill family member/friend. The employee must also provide a medical certificate stating that the eligible family member/friend has a serious medical

condition with a “significant risk of death within twenty-six (26) weeks”, and that the family member/friend requires care or support from one or more individuals, as defined by Employment Standards Code.”

It is understood that should a death occur during or after the Compassionate Care Leave, the employee shall be eligible for bereavement **pay** as per Article 32, Bereavement **Pay**, of this Collective Agreement.

18.10 Family Responsibility Leave

In the event of personal illness or injury occurring to an employee's spouse (including common law or same sex partner), parent or child the employee may request, and if so, shall be granted an unpaid leave of absence or absences which shall not exceed five (5) working days in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of themselves or their ailing spouse (including common law or same sex partner), parent or child.

18.11 JURY DUTY

All employees summoned to Jury Selection and/or Jury Duty shall be paid wages amounting to the difference between the amount paid them for jury 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 Selection or Jury Duty for the rest of the day or days and fails to report back to work, or if Jury Selection or Jury Duty occurs on the employee's scheduled day off.

18.12 WITNESS FEES

Employees required to appear in Court as a witness on behalf of the **Co-operative** or Crown will be paid wages amounting to the difference between the amount paid them for witness fees and the amount they would have earned had they worked on such days.

18.13 Interpersonal Violence Leave

Interpersonal Violence Leave of absence without pay and without loss of seniority shall be granted and administered in accordance with the provisions of *The Employment Standards Code (Manitoba)* as amended from time to time and [The Domestic Violence and Stalking Act](#).

18.14 Protected Leaves of Absence

In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves of absence as provided in The Employment Standards Code as amended from time to time. Eligibility for such leaves will be determined in accordance with *The Employment Standards Code (Manitoba) and Regulations*. Such leaves include but are not limited to:

- (a) Long Term Leave for Serious Injury or Illness
- (b) Leave Related to Critical Illness of a Child
- (c) Leave Related to Critical Illness of an Adult
- (d) Leave Related to Death or Disappearance of a Child
- (e) Leave for Organ Donation
- (f) Leave for Citizenship Ceremony
- (g) Leave for Reservists

ARTICLE 19 SENIORITY

19.01 Seniority shall be defined as the length of continuous service with the **Co-operative** within the bargaining unit.

19.02 Seniority shall accumulate during all paid and unpaid authorized leaves of absence.

19.03 Seniority shall be the governing factor in matters of promotion, awarding of new positions or vacant position, and relieving another employee in a higher paid classification, providing the more senior employee has the ability to be able to do the normal requirements of the job. The **Co-operative** agrees to provide on the job training to all employees on the basis of seniority within the bargaining unit.

Reverse order of seniority shall be the governing factor in all matters of demotion, layoff, and reduction to part-time, providing the more senior employee has the ability to be able to perform the normal functions of the job.

19.04 Any employee who is laid off or reduced to part-time by the **Co-operative**, in accordance with the above provision, shall be recalled to work in order of seniority with the **Co-operative**, provided:

- (a) no more than six (6) months have elapsed since the last day worked by the employee; and
- (b) the employee returns to work within fourteen (14) working days from receipt of notice of recall by registered letter to the employee's last known mailing address. It shall be the responsibility of the employee to inform the **Co-operative** by letter of their current mailing address at the time of layoff and to update their mailing addresses while on layoff.

19.05 Employees recalled within six (6) months of their layoff shall retain their seniority for the purpose of this Article.

19.06 The times as outlined in **Article 19.04** above shall be extended if, upon recall, an employee is unable to report due to illness, injury or accident. Any extension granted shall be for only the duration of the illness, injury or incapacity from an accident, and the **Co-operative** may require the employee to provide written confirmation from a doctor of such illness, injury or accident.

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

19.08 Full-time employees with one (1) or more years of full-time seniority, who are reduced to part-time by the **Co-operative**, shall be placed at the top of the part-time seniority list. All other full-time employees shall retain their original seniority date in the event they are reduced to part-time employment.

19.09 The **Co-operative** agrees to give four (4) weeks' notice prior to changing an employee's status from full-time to a part-time basis.

19.10 Seniority for full-time employees shall apply among full-time employees and it is agreed that all full-time employees shall have seniority over part-time employees. **Part-time employees will have seniority only over other part-time employees.**

19.11 Preference in daily available hours of work shall be given to senior, part-time employees within the store, insofar as this is consistent with their availability and willingness to perform the work. If the senior, part-time employee refuses to work a shift scheduled by the **Co-operative**, the **Co-operative** shall give the next employee in line of seniority the available hours for that day.

19.12 Any employee who is laid off or fails to receive hours of work to which they are entitled according to the seniority provisions contained within this Agreement, shall be compensated for the hours involved in any such violation, at their regular rate of pay, provided written notice of the alleged violation is delivered to Management not later than fifteen (15) calendar days following improper layoff or failure to receive proper hours of work as reported on the relevant pay cheques.

19.13 The **Co-operative** shall provide the Union in January and July of each calendar year with an up-to-date seniority list **containing the name, full-time/part-time status, department, and seniority** of all full-time and all part-time employees covered under the terms of the Collective Agreement. Copies of the seniority list shall also be given to the Shop Stewards and a copy shall be posted on the bulletin board located on the **Co-operative's** premises.

Additionally, in January and July of each calendar year, the Co-operative shall provide the Union with an electronic Excel format list containing the current name, address, telephone number, social insurance number, employee number, classification, department, full-time/part-time status, rate of pay, start date and seniority date of all bargaining unit employees, including those on leave.

ARTICLE 20 JOB POSTINGS

20.01 Job postings or newly created positions, within the scope of this agreement, shall be posted on the established employee bulletin board for a period of seven calendar days. Employees must make a written application within those seven calendar days to express their interest for consideration.

20.02 Job postings will be filled based on merit, ability and fitness, as determined by the Co-operative, to perform the work satisfactorily. Where merit, ability and fitness are comparable and sufficient, the senior applicant will be selected

20.03 An employee who transfers to a new position shall be on a trial period for three (3) months. If the employee is required to revert to their 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 their former rate of pay.

ARTICLE 21 DISPLACED EMPLOYEES

21.01 Any employee who may be displaced through the introduction of new methods of operation will be afforded an opportunity of employment in another type of work and shall be paid at least the minimum rate for their previous length of service in such other type of work, provided that in the opinion of the **Co-operative**, new or additional employees are required in such type of work and provided the employee is, in the opinion of the **Co-operative**, capable of satisfactorily performing such other type of work.

ARTICLE 22 MERGER OF BUSINESS

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

22.02 The **Co-operative** will notify the Union as far in advance as is possible, in connection with any change of ownership of its store.

22.03 In the event the business is sold it is agreed that the successor employer is bound by the Collective Bargaining Agreement. The successor employer shall continue to employ all employees, without change of status, recognizing their accrued seniority for all purposes.

ARTICLE 23 COURT'S DECISION

23.01 In the event of any **Articles** or portions of this Agreement being held improper or invalid by any Court of Law or Equity or Labour Relations Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 24 HEALTH AND WELFARE

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

ARTICLE 25 CASH SHORTAGES

25.01 No employee may be held responsible for cash register shortages unless they are given the privilege of checking the money and daily receipts upon starting and completing the work shift and unless the employee has exclusive access to the cash register during the work shift, except as specified below. No employee shall be required to make up cash register shortages.

No employee may be held responsible for register shortages when management exercises the right to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits. No employee shall be required to make up cash register shortages.

ARTICLE 26 **SHOP STEWARDS**

26.01 The **Co-operative** agrees to recognize one (1) Shop Steward and one (1) Alternate Shop Steward for the purpose of overseeing the terms of the Collective Bargaining Agreement being implemented and for the purpose of presenting complaints and grievances to the Management.

26.02 The **Co-operative** agrees not to discriminate against any member of the bargaining unit and/or Shop Steward, for exercising their rights under the terms of the Collective Agreement and presenting grievances.

26.03 Shop Stewards and Alternate Shop Stewards will be allowed to wear Shop Steward badges while on duty.

ARTICLE 27 **DISCIPLINE**

27.01 The Shop Steward or, in the absence of the Shop Steward, another employee of the disciplined employee's choice in the bargaining unit, shall be present when an employee 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.

In unusual circumstances where it is necessary for the **Co-operative** to advise the employee by mail of discharge, the Union office shall be faxed or emailed a copy of such notice.

27.02 **The affected employee, the Shop Steward who is involved, and the Union, shall be given a copy of any written disciplinary 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 (if present) immediately, and a copy of said notice shall be faxed or emailed to the Union office within forty-eight (48) hours.**

27.03 The **Co-operative** agrees that any discipline shall be removed from the employee's personnel file after twelve (12) calendar months. Said discipline cannot be used against the employee at a later date. This time period of twelve (12) calendar months shall not include periods of layoff or periods of leaves of absence without pay. **Notwithstanding the foregoing, written disciplinary notices involving harassment, serious incident as defined in the Regulations to *The Workplace Safety and Health Act (Manitoba)* and/or violence in the workplace or related to work shall remain on the employee's file indefinitely.**

Access to Personnel File

Employees covered by this Agreement shall have access to their own personnel file, upon written request by the employee involved at a mutually agreeable time; but in no event later than two (2) working days after the request. Employees shall be able to obtain copies of their personnel file when requested and 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. Except in the event of a grievance this access shall be limited to once a year. The **Co-operative** and the Union Representative may be present when the employee reviews the file.

ARTICLE 28 ADJUSTMENT OF GRIEVANCES

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

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

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

28.04 Any employee, the Union or the **Co-operative**, may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance or within ten (10) working days of the last day worked, when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party.

28.05 All grievances shall be submitted in writing.

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

1. By a discussion between the employee and the Union Representative or the employee's immediate superior.
 - (a) When an employee takes a grievance to the Union Representative, Step One of the Grievance Procedure shall be considered complied with.
 - (b) If an employee takes a grievance to their immediate superior and a satisfactory settlement has not been reached within five (5) calendar days, then:

2. The Union Representative or Representatives may take the matter up with the **Co-operative's** official designated by the **Co-operative** to handle labour relations matters. 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 the Arbitrator selected as per Article 29.

28.07 The **Co-operative** and the Union agree that at any time prior to the hearing date for an Arbitration they may voluntarily agree to use a mutually acceptable Mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such Mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such Mediator shall be borne equally by the **Co-operative** and the Union. Unless otherwise mutually agreed to between the **Co-operative** and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

28.08 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 mutual agreement between the Union and the **Co-operative**.

ARTICLE 29 SELECTION OF AN ARBITRATOR

29.01 If the Union and the **Co-operative** cannot reach a settlement, then at the request of either party **as per Article 28**, the grievance shall be submitted to an Arbitrator. If agreement cannot be reached within seven (7) calendar days in respect to the selection of an Arbitrator by the parties involved, the matter shall be referred to the Manitoba Labour Board who shall appoint an arbitrator.

29.02 Unless otherwise mutually agreed to between the Union and the **Co-operative**, an Arbitrator must hear and determine all matters in dispute within sixty (60) calendar days of their appointment.

29.03 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.

29.04 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as they deems 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.

29.05 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.

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

29.07 The findings and decisions of the Arbitrator shall be binding and enforceable on all parties involved.

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

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

ARTICLE 30 BULLETIN BOARDS/DECALS

30.01 The **Co-operative** shall allow the Union to install its own bulletin board on the **Co-operative's** premises 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 Agreement. The location of the bulletin board shall be mutually agreed to between the **Co-operative** and the Union and shall be situated in a prominent place.

30.02 The **Co-operative** shall permit the Union to supply and install the Union's decal on the front door and/or front window of the **Co-operative's** premises or such other location as may be mutually agreed to between the **Co-operative** and the Union. **Such decal shall be of a form and size acceptable to the Co-operative, the Co-operative shall not be unreasonable in approving such decal.**

ARTICLE 31 SMOCKS AND APRONS

31.01 The **Co-operative** agrees to supply meat department aprons only and will be responsible for laundering of same. The employee will be responsible for the laundering of shirts and sweaters. The grocery department aprons will be supplied by the **Co-operative**, the laundering of same will be the responsibility of the employee, but will remain the property of the **Co-operative**.

ARTICLE 32 **BEREAVEMENT PAY**

32.01 All employees shall be granted time off work with pay, five (5) **non-consecutive** scheduled work shifts **to be taken in no more than two occurrences**, in the event of death in the immediate family. The term "immediate family" shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, brother-in-law, sister, sister-in-law, step-sibling, step-child, spouse, son, daughter, grandparents, common law spouse, same sex partner, grandchild, daughter-in-law, son-in-law, or fiancé.

Employees shall be entitled to one (1) day off with pay in the event of the death of a close personal friend, grandparents-in-law, former legal guardian aunt, uncle, niece, nephew, any relative residing in the employee's household or with whom the employee resides or anyone who is not related, but whom the employee considers to be like a close relative. In addition to the one (1) day off with pay, in the event that the funeral is **two hundred and fifty (250)** kilometres or more outside the town of Souris, employees shall receive an additional one (1) day off with pay.

32.02 The **Co-operative** agrees to grant one (1) day off with pay to any employee who is asked to be a pallbearer, eulogist, or officiant at a funeral.

The Co-operative agrees to grant one (1) day off without pay to any employee who request time off to attend a funeral as a mourner.

32.03 Part-time employees' bereavement pay shall be pro-rated as follows: Bereavement pay shall be calculated on the average number of hours a part-time employee has worked in the four (4) calendar weeks preceding the week of the bereavement. Each day of bereavement pay shall equal the average number of hours so calculated. Bereavement pay shall not exceed an employee's scheduled work hours for the five (5) days or one (1) day of leave as applicable.

ARTICLE 33 **PHYSICAL EXAMINATIONS**

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

33.02 The actual results of any physical examination required by the **Co-operative** will not be made available to the **Co-operative**. However, the doctor will be requested to supply the following information:

- (a) the employee is fit to work at their particular job; or
- (b) the employee is not fit to work at their particular job, and
- (c) if not fit to work, an estimated length of time the employee will be away from work.

ARTICLE 34 STAFF DISCOUNTS

34.01 Management grants a ten (10%) percent discount on store purchases to the employee. The following rules shall apply:

- (a) there will be no discount on items which were then on sale;
- (b) all purchases must be for cash only; no purchase will be allowed on credit;
- (c) no items will be permitted to be put aside;
- (d) where the discount is granted, purchases can only be made by staff members or the staff member's spouse/partner and the discount will not apply to relatives and/or friends;
- (e) the purchase made by staff members must be put through the cash register by the Food Store Manager, Grocery Manager or another staff member designated by management ~~and~~ but not the member who has made the purchase;
- (f) this discount shall apply on all purchases over a minimum of ten (\$10.00) dollars;
- (g) discounts shall not apply to the purchase of liquor, tobacco products, gift cards and fluid milk products;
- (h) employees must hold a Pembina Co-op Membership in their name to be eligible for the discount.

ARTICLE 35 WORKERS COMPENSATION BENEFITS

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

35.02 In situations where the Workers Compensation Board denies and/or disentitles an employee from receiving benefits and where in such instances the employee files an appeal challenging the Workers Compensation Board's decision to deny and/or disentitle the employee from receiving these benefits, the **Co-operative** agrees to immediately provide for the employee to commence receiving the sick leave benefits that are provided for in the Collective Agreement. In such instances the employee agrees that if their appeal is accepted by the Workers Compensation board the insurance carrier shall then be reimbursed for all monies owing to them.

35.03 If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time off work required to receive such treatment shall be granted to the employee and any resulting lost wages that may occur shall be paid for in total by the **Co-operative**. The employee shall comply with all regulations so that the **Co-operative** can make a claim to retain the amount the Workers Compensation Board would normally pay for such lost time. Where possible, the employee shall schedule such time outside of working hours.

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

ARTICLE 36 HARASSMENT/ABUSE

36.01 Harassment, including sexual harassment, as well as abuse, shall not be tolerated and will be dealt as per the **Co-operative's** Harassment Policy (this policy will be provided to all employees and the Union whenever an update is made), the most current legislative requirements and the law, including Human Rights Code and Workplace Safety and Health Act.

ARTICLE 37 EDUCATION AND TRAINING TRUST FUND

37.01 The **Co-operative** shall make a lump sum contribution of **three** hundred **(\$300.00)** dollars per calendar year on the first pay period in January of each calendar year, into the United Food and Commercial Workers, Local No. 832 Education and Training Trust Fund.

37.02 Such contributions shall be forwarded to the Union's Trust Fund within twenty (21) days following the end of the **Co-operative's** four (4) or five (5) week accounting period.

ARTICLE 38 EXPIRATION AND RENEWAL

38.01 This Agreement shall be in effect from September 1, 2023, and shall remain in effect until August 31, 2027, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement, or negotiate a revision thereof.

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

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

SIGNED THIS DAY OF , 2024.

FOR THE UNION:

FOR THE CO-OPERATIVE:

APPENDIX "A"

HEALTH AND WELFARE

A-1 Preamble

A-1.01 The Co-operative will put into effect the following benefits for all full-time and qualifying part-time staff, and shall be continued during the term of this Agreement. Abbreviated descriptions of these benefits are presented here for information purposes only. These benefits are subject to the rules of the policies and subsequent amendments, in accordance with the bylaws of the plans. Official and detailed descriptions of these benefits may be found on-line through the benefits provider.

A-2 Paid Sick Leave Benefits

A-2.01 Full-time employees shall accumulate paid sick leave credits at the rate of one (1) day for each full month of employment, up to a maximum of forty-five (45) days' credit. Part-time employees shall accumulate paid sick leave credits at the rate of eight (8) hours for every two hundred and forty (240) hours worked, up to a maximum of forty-five (45) days' credit. Credits shall accumulate following the completion of a three (3) month employment eligibility period.

A-2.02 Accrual of paid sick leave benefits shall commence with the employee's date of hire but shall not be available to employees until they have completed a three (3) calendar month eligibility period. Thereafter, all such accrued benefits shall be available to employees as the need arises.

A-2.03 A paid sick leave benefit shall accrue to each full-time employee at the rate of eight (8) hours per full month of continuous service until a maximum of forty-five (45) days' credit. Said employees shall be entitled to use such accrued sick leave for any non-occupational sickness and/ **Co-operative** accident that is not covered by the Short Term Disability benefits provided by the **Co-operative**, and such days shall be paid for at the rate of one hundred (100%) percent of the employee's regular hourly rate of pay for each day of such absence. Sick leave pay shall be applied only to absences which occur on the employee's regularly scheduled work days.

A-2.04 A paid sick leave benefit shall accrue to each part-time employee at the rate of eight (8) hours for each two hundred and forty (240) hours worked and/or paid until a maximum of forty-five (45) days' credit. 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 Short Term Disability benefits provided by the **Co-operative**, and such days shall be paid for at the rate of one hundred (100%) percent of the employee's regular hourly rate of pay for each day of such absence. Sick leave pay shall be applied only to absences which occur on the employee's regularly scheduled work days.

A-2.05 The **Co-operative** shall require the employee to provide a doctor's certificate, verifying any absence due to disability.

A-2.06 Any employee required to attend to a doctor's appointment, dental appointment, or any medical appointment shall be allowed a leave of absence without pay in order to attend to same.

A-2.07 Employees, if found abusing the privilege, shall be disciplined by the **Co-operative**. In such cases, the **Co-operative** may discontinue or reduce the benefit of the employee, or terminate the employee.

A-2.08 Once each calendar year, the **Co-operative** will post the total amount of sick leave credits for each employee. Any disputes may be settled through the grievance procedure.

A-2.09 Accumulated sick leave credits may be used by an employee to attend to the needs of their ill or injured parent, child or spouse to a maximum of five (5) days per year. The **Co-operative** reserves the right to require the employee to supply proof of such parent, spouse or child illness or injury.

A-3 Short Term Disability Benefits

A-3.01 The Co-operative will provide for eligible employees a Short-Term Disability and premiums will be shared 70/30 with the Co-operative paying seventy (70%) percent and the employees paying thirty (30%) percent. For descriptive purposes only the STD plan carried with the Co-operators Life Insurance Company that is payable on the eighth (8th) day of accident or illness or on the first (1st) day of twenty-four (24) hour hospitalization. The duration of short-term disability benefits is for fifteen (15) weeks and the employee will receive seventy-five (75%) percent of their normal weekly earnings to a maximum of three thousand (\$3000) dollars per week.

A-3.02 For non-hospitalized accident or illness, days 1 through 7 are covered through paid sick leave as outlined in A-2.

A-4 Long Term Disability Insurance

A-4.01 The Co-operative will provide for eligible employees a Long-Term Disability Plan carried with Co-operators Life Insurance Company that is payable following short-term disability leave of fifteen (15) weeks, and premiums will be shared equally by the Co-operative and the employees. Coverage up to sixty-five (65) years of age will be sixty-seven (67%) percent of an employee's monthly earnings.

A-5 Dental Plan

A-5.01 The Co-operative will provide the Co-operative Dental Care Plan for eligible employees. Premiums will be shared equally by the Co-operative and the employees.

A-6 Superannuation

A-6.01 The Co-operative will continue its present policy of providing the Co-operative Superannuation Society Plan, in which employees' contributions are matched by the Co-operative. The contribution rate by the Co-operative and the employee shall each be six (6%) percent of earnings up to the yearly maximum pension earnings. The employee may contribute additional funds up to a maximum of an additional six (6%) percent, however these funds are not matched by the Co-operative.

A-6.02 The Co-operative shall make all employees aware of their eligibility to participate in the plan and shall provide each such person with an application form.

A-7 Group Life Insurance

A-7.01 The Co-op Group Life Insurance Plan covers all eligible employees and their dependants. The premium cost will be shared equally between the employee and the Co-operative.

A-8 Extended Health Care Insurance

A-8.01 The Co-operative shall provide eligible employees with an Extended Health Care Plan. The premium cost will be shared equally between the employee and the Co-operative. The plan shall take effect after a ninety (90) calendar day waiting period. This plan shall also include vision care coverage.

A-9 Part-time Eligibility

A-9.01 Part-time employees who average twenty-four (24) hours or more per week for a period of twenty consecutive weeks, including paid sick leave and general holiday pay, will be eligible to participate in the group life insurance, short term disability, long term disability, dental and extended health care insurance plans, and the Co-operative Superannuation Society Plan, provided by the Co-operative. If an employee's weekly hours should drop below an average of twenty-four (24) hours over a three (3) month period including paid sick leave and general holiday pay, then the employee may be dropped from said plans at the discretion of the Co-operative. Eligibility will not be affected by any approved leave of absence pursuant to this Collective Agreement.

APPENDIX "B"

B-1 Employees shall be paid every second Friday. The **Co-operative** agrees that all payroll deductions will be clearly itemized on each employee's pay stub.

B-2 Classifications/ Wage Rates

	Current	2023	2024	2025	2026
			2%	2%	2.0%
<u>Meat Supervisor</u>					
Start	15.60	19.00	19.38	19.77	20.16
after 1040 hours	17.09	19.80	20.20	20.60	21.01
after 2080 hours	17.09	20.60	21.01	21.43	21.86
after 4160 hours	20.24	22.20	22.64	23.10	23.56
after 6240 hours	20.24	23.80	24.28	24.76	25.26
after 8320 hours	21.79	25.40	25.91	26.43	26.95
after 10400+ hours	23.29	27.00	27.54	28.09	28.65

	Current	2023	2024	2025	2026
			2%	2%	2%
<u>Meat Cutter</u>					
Start	15.60	18.00	18.36	18.73	19.10
after 1040 hours	15.60	18.42	18.79	19.16	19.55
after 2080 hours	16.54	18.84	19.22	19.60	19.99
after 4160 hours	16.54	19.68	20.07	20.48	20.88
after 6240 hours	18.27	20.52	20.93	21.35	21.78
after 8320 hours	20.01	21.36	21.79	22.22	22.67
after 10400+ hours	21.77	22.21	22.65	23.11	23.57

	Current	2023	2024	2025	2026
			2%	2%	2%
<u>Clerk II</u>					
Start	15.60	16.30	16.63	16.96	17.30
after 1040 hours	15.60	16.60	16.93	17.27	17.62
after 2080 hours	15.60	16.90	17.24	17.58	17.93
after 4160 hours	15.60	17.50	17.85	18.21	18.57
after 6240 hours	16.10	18.10	18.46	18.83	19.21
after 8320 hours	18.17	18.70	19.07	19.46	19.84
after 10400+ hours	18.94	19.32	19.71	20.10	20.50

	Current	2023	2024	2025	2026
			2%	2%	2%
Clerk I					
Start	15.60	15.60	15.91	16.23	16.55
after 1040 hours	15.60	15.90	16.22	16.54	16.87
after 2080 hours	15.91	16.20	16.52	16.85	17.19
after 4160 hours	16.22	16.50	16.83	17.17	17.51
after 6240 hours		16.80	17.14	17.48	17.83
after 8320 hours		17.10	17.44	17.79	18.15
after 10400+ hours		17.40	17.75	18.10	18.47

	Current	2023	2024	2025	2026
			2%	2%	2%
File Maintenance Supervisor					
Start		18.00	18.36	18.73	19.10
after 1040 hours		18.20	18.56	18.94	19.31
after 2080 hours		18.40	18.77	19.14	19.53
after 4160 hours		18.80	19.18	19.56	19.95
after 6240 hours		19.20	19.58	19.98	20.38
after 8320 hours		19.60	19.99	20.39	20.80
after 10400+ hours		20.00	20.40	20.81	21.22

B-3 Minimum Wage Adjustment

The parties agree that should the minimum wage in the province of Manitoba increase during the term of this agreement, the rates will be adjusted so as to ensure there is a minimum thirty (30¢) cent differential between any hourly rate and the minimum wage for the province, effective the same date the minimum wage is adjusted.

EXHIBIT ONE


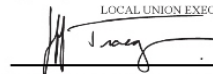
TO: THE NEW OR REHIRED EMPLOYEE:

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 **Pembina Consumers Co-op (2000) Ltd** contain the following statements:

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 new employees who are not members of the Union, provided said non-members shall make application on the official **Membership Application form (Exhibit One)** within ten (10) calendar days from 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.**

The **Co-operative** agrees to deduct from the wages of each employee such Union dues, **initiation fees and assessments** as authorized by the Union **as advised by letter from the Secretary-Treasurer of the Union**. Monies deducted during any period shall be forwarded electronically by the **Co-operative** to the **Accounting Department/Bookkeeper** of the Union not later than **twenty (20) 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 list of the names, Social Insurance Numbers and addresses** of the employees for whom the deductions were made and the amount of each deduction.

Below is a sample Membership Application that must be completed and returned to the **Co-operative** so it can be forwarded to UFCW, Local No.832 Union Office (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 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)		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.)
COMPANY NAME	LOCAL NO./LOCATION		DEPARTMENT/NO.		
CLEARANCE	EMPLOYER NO.		FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/>		
<small>I hereby declare that the information provided in this application is true and correct. I agree that all monies paid by me shall be forfeited and I agree to the handling of grievances and other matters relating to my employment by the United Food & Commercial Workers International Union or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has a commitment from third parties that receive 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.</small>					
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE: 	

X _____

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