

SOURIS VALLEY FOODS

FROM: September 1, 2018

TO: August 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



SOURIS VALLEY FOODS

A Division of 2900360 Manitoba Ltd.

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EXPIRY: AUGUST 31, 2023

AGREEMENT BETWEEN:

**SOURIS VALLEY FOODS, A
DIVISION OF 2900360
MANITOBA LTD., in the Town of
Souris, in the Province of
Manitoba, hereinafter referred to
as the "Employer"**

AND

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

**WHEREAS: The Employer and the Union desire to cooperate in
establishing and maintaining conditions which will promote a harmonious
relationship between the Employer 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 EMPLOYER MUTUALLY AGREE AS
FOLLOWS:**

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of Souris Valley Foods, a division of 2900360 Manitoba Ltd., in the Town of Souris, in the Province of Manitoba, except Owner Managers, Store Manager, and those excluded by the Act.

1.02 The Employer 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.

1.03 The Employer shall provide the Union with an **electronic Excel** list containing the current names, addresses, telephone numbers, **Social Insurance Numbers**, classifications, **department**, **full-time/part-time status**, **birthdates**, **gender** and rates of pay of all bargaining unit employees, whenever a written request to do so is received from the Union.

ARTICLE 2 **DEFINITIONS**

2.01 The following words or terms shall mean the following:

- (a) **Full-time**: 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 Friday to Thursday**. It is agreed that no less than **thirty-five (35%)** percent of the bargaining unit shall be full-time. **It is understood that employees working thirty-two (32) hours or more per week shall be considered as a full-time employee.**
- (b) **Part-time**: A part-time employee shall be an employee who is scheduled to work and paid up to forty (40) hours per week.
- (c) **Promotion**: Promotion shall mean the transfer of an employee to a higher level position of more responsibility as well as salary.
- (d) **Demotion**: Demotion shall mean the transfer of an employee to a lower level position of less responsibility as well as salary.
- (e) **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.**
- (f) **Masculine or Feminine Gender**: When the masculine is used it shall also mean the feminine gender wherever applicable.
- (g) **Plural and Singular**: When the plural is used, it shall also mean the singular, wherever applicable.
- (h) **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 Employer 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 Employer 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 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 Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee **their** responsibility in regard to the payment of Union dues and initiation fees.

3.03 The Employer 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 Employer agrees to provide the Union, once a month, with a list containing the names and Social Insurance Numbers of all employees who have terminated, **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 Employer 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 Employer 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 Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer'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 Employer shall also provide the Union, when remitting the monthly cheque, with the names of employee's and name change of employees.

4.02 Each year the Employer 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** two hundred and fifty (250) hours **worked and/or paid**. The Employer, 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 Friday to Thursday**.

6.03 No part-time employee shall be required to work more than six (6) consecutive days in any **Friday to Thursday** 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.

6.05 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**.

6.06 **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.**

6.07 **Posting Work Schedule**

 The Employer shall post a monthly schedule that is to be updated on a bi-weekly basis for the next two (2) weeks, **Friday to Thursday**. Every other Thursday a four (4) week schedule is to be posted at all times. In the event of unforeseen staffing changes that would affect an already posted schedule, amendments can be made to the said schedule by the Employer as per **sub-article 12.01**.

6.08 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 Employer to the employee.

6.09 **Time Sheets**

The Employer 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 Employer.

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

6.11 **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 his 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.

6.12 **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.

6.13 **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 **sub-article 6.12** 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 **sub-article 6.12** 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 Employer 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 Employer, 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 or by permitting the employee to bank one and one-half (1½) times the number of hours worked.

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 Employer will then have the right to assign the overtime to the most junior employee on that shift who is qualified to perform the work.

7.05 Any full-time employee scheduled to work on a Sunday as a part of **their** basic work week shall be paid fifty (50¢) cents per hour in addition to **their** regular hourly rate for all hours worked.

Sunday work is considered voluntary for all employees. If the Employer is unable to find sufficient volunteers the Employer 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 Employer may then schedule full-time qualified employees to work Sunday in reverse order of their seniority.

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

In respect to "non-overtime" hours of work, an employee may, with the consent of "Employer", work substitute hours to make up for hours which they have requested off from their posted work schedule.

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 | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Terry Fox Day | |
| Floating holiday (to be taken as determined by the employee) | |

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

The floating holiday referred to above shall be without pay with notice given to the Employer prior to posting the bi-weekly work schedule.

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 Employer 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 Employees shall have the option under this **Article** of accumulating a maximum of three (3) days to be taken consecutively, or in lesser amounts, but not less than one (1) day at mutually agreed times.

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 Employer and shall be the subject of negotiations. The Employer 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 Employer 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 Employer 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 Employer 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 Employer 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**

 All 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.

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 **Night Stocking**

- (a) In stores where night stocking is in effect one (1) or more days per week, there will be one (1) premium rate clerk appointed on night stocking crew to act as Lead Hand. A premium rate of seventy-five (75¢) cents per hour will be paid to the Lead Hand for all time so appointed as premium rate clerk.
- (b) Normal night stocking shall not exceed three (3) months over a six (6) month period. Under unusual circumstances, and by mutual agreement between management, the employee and the Union, the time limit set forth in this paragraph may be altered.

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 Employer prior to September 1st, shall be granted four (4%) percent of their total gross earnings earned prior to September 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 Full-time employees having completed one (1) or more years of continuous service with the Employer prior to September 1st, shall be granted two (2) weeks' vacation with pay.

11.03 Full-time employees having completed five (5) years or more of continuous service with the Employer prior to September 1st shall be granted three (3) weeks' vacation with pay.

11.04 Full-time employees having completed eight (8) years or more of continuous service with the Employer prior to September 1st, shall be granted four (4) weeks' vacation with pay.

11.05 Full-time employees having completed thirteen (13) years or more of continuous service with the Employer prior to September 1st, shall be granted five (5) weeks' vacation with pay.

11.06 The vacation period for all employees in the bargaining unit shall be from September 1st to August 31st of each year, unless otherwise mutually agreed to between the Employer and the employee.

11.07 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 Employer, verifying the illness or injury and confinement to the home or hospital.

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

11.09 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.

11.10 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.

11.11 Part-time employees with one (1) or more years of service prior to their anniversary date, shall receive vacation pay in an amount equal to four (4%) percent of total gross earnings calculated each year, up to said employee's anniversary date.

11.12 Part-time employees who have five (5) or more years of service in the last ten (10) years, shall receive vacation pay in an amount equal to six (6%) percent of total gross earnings, calculated each year, up to said employee's anniversary date.

11.13 Part-time employees with eight (8) or more years of service prior to their anniversary date, shall receive vacation pay in an amount equal to eight (8%) percent of total gross earnings calculated each year, up to said employee's anniversary date.

11.14 Part-time employees with thirteen (13) or more years of service prior to their anniversary date, shall receive vacation pay in an amount equal to ten (10%) percent of total gross earnings, calculated each year, up to said employee's anniversary date.

11.15 Vacation pay shall be paid to all part-time employees each pay period. If requested by employees vacation pay can be paid once a year at a mutually agreed upon time but no later than September 30th of each calendar year for vacation earned in the previous year.

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

ARTICLE 12 MANAGEMENT'S RIGHTS AND FUNCTIONS

12.01 The management of the Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer or any person acting on behalf of the Employer 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 Employer 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 Employer requires an employee to be present at a meeting called by the Employer, 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 Employer 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 Employer and the Union. Unless otherwise mutually agreed to between the Employer 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 Employer 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 27** of this Agreement.

ARTICLE 18 **LEAVES OF ABSENCE**

18.01 **Convention/Conference Leave**

The Employer 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 Employer and the Union. The Union will give the Employer **four (4)** weeks' notice in regard to such requests to attend **Conventions/Conferences**.

A leave of absence without pay for the purpose of attending educational seminars shall be granted to bargaining unit employees by the Employer upon receiving a written request from the Union. The duration of any such leave shall not exceed three (3) calendar days per occasion. The Union shall give the Employer written notice not less than fourteen (14) days before the requested leave is to commence.

18.02 **Negotiation Leave**

The Employer agrees to allow one (1) employee time off without pay for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement.

18.03 **Union Leave**

Upon at least one (1) week's prior notice by the Union, the Employer 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 Employer and the Union.

18.04 **Maternity Leave**

A female employee shall be granted a maternity leave of absence by the Employer. Said employee shall be re-employed by the Employer after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work. She must provide the Employer with a doctor's certificate, certifying her to be medically fit to work.

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

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 Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to **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 **Employer** reasonable notice.

(C) Late Application for Parental Leave

When an application for parental leave under sub-**article** (A) above is not made in accordance with sub-**article** (b), the employee is nonetheless entitled to, and upon application to the Employer 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 Employer 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 Employer.

18.08 **Sports Activity Leave**

The Employer 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 Employer 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 Thursday prior to the scheduled event. Students shall notify the Manager as far in advance as possible.

18.09 **Birthdays Off**

The Employer agrees to grant time off without pay on an employee's birthday or within ten (10) working days following the employee's birthday, taking into consideration the needs of the store.

18.10 **Compassionate Care Leave**

An employee who has been employed for at least thirty (30) days is entitled to an unpaid compassionate care leave of up to **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 leave as per Article 33, Bereavement Leave, of this Collective Agreement.

18.11 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.

18.12 Long Term Leave For Serious Injury Or Illness

Employees who have been employed for at least ninety (90) days' and are suffering from a serious injury or illness which will prevent them from being at work for at least two (2) weeks shall be entitled to this unpaid leave.

Employees are entitled to take Long-Term Leave for serious injury or illness for up to seventeen (17) weeks in a fifty-two (52) week period. The leave must be taken in one (1) continuous period unless mutually agreed between the Employer and employee.

For an employee to be eligible for the leave, a Medical Professional must issue a certificate to verify that the employee is expected to be incapable of being at work for at least two (2) weeks due to a serious illness or injury. The medical certificate shall be provided to the Employer as soon as possible.

Employees may end their leave earlier than seventeen (17) weeks if they give the Employer at least two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

The Employer may require a medical certificate to confirm that the employee is fit to return to work.

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

Domestic Violence and Stalking Leave

Employees who are victims of domestic violence shall be entitled to Domestic Violence Leave with pay as provided in *The Employment Standards Code* (Manitoba) and Regulations.

Employees may use Domestic Violence Leave to:

- (a) seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the domestic violence;
- (b) obtain services from a victim services' organization;
- (c) obtain psychological or other professional counselling;
- (d) temporarily or permanently relocate to a safe place;
- (e) seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the domestic violence.

There are two parts to Domestic Violence Leave. One (1) part of the leave allows employees to take up to ten (10) days in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. The other part allows employees to take up to seventeen (17) weeks in a fifty-two (52) week period in one continuous period. Employees can take the leave in any order that meets their individual circumstances.

Employees are entitled to be paid to a maximum of five (5) days of Domestic Violence Leave in a fifty-two (52) week period. It is the employee's responsibility to notify the Employer of the days to be paid. The amount paid to the employee shall be no less than the wages they would normally earn for their regular hours of work.

An employee wishing to take Domestic Violence Leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.

An employee taking Domestic Violence Leave, who has accrued sick leave credits, shall use such sick leave credits to fund all or part of the Domestic Violence Leave.

Employees may end the leave earlier than seventeen (17) weeks by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

18.14 Critical Illness Leave of a Child

An employee who is a family member of a critically ill child and who has been employed for at least thirty (30) days, is entitled to Critical Illness leave of a Child, without pay.

A critically ill child is defined as a child under eighteen (18) years of age with a life-threatening illness or injury. This is the same as the definition used in the regulations made under the Federal Government's *Employment Insurance Act*.

Employees shall provide the Employer with a doctor's certificate indicating that the child is critically ill and requires the care or support of the employee for a specified amount of time.

Where possible, the employee shall provide two (2) weeks' notice before the leave.

Employees may take up to thirty-seven (37) weeks of leave within a fifty-two (52) week period. Employees may take the leave in one (1) or more periods, however, each period must be at least one (1) week long. This leave may be extended.

Employees shall return to work by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this sub-article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

18.15 Critical Illness Leave of an Adult

An employee who is a family member of a critically ill adult and who has been employed for at least ninety (90) days, is entitled to Critical Illness leave of an Adult, without pay.

A critically ill adult is defined as a person eighteen (18) years of age or more with a life-threatening illness or injury. This is the same as the definition used in the regulations made under the Federal Government's *Employment Insurance Act*.

Employees shall provide the Employer with a doctor's certificate indicating that the child is critically ill and requires the care or support of the employee for a specified amount of time.

Where possible, the employee shall provide two (2) weeks' notice before the leave.

Employees may take up to seventeen (17) weeks of leave within a fifty-two (52) week period. Employees may take the leave in one (1) or more periods, however, each period must be at least one (1) week long. This leave may be extended.

Employees shall return to work by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this sub-article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

18.16 Disappearance or Death of a Child Leave

An employee shall receive Disappearance or Death of a Child Leave without pay for up to fifty-two (52) weeks if they are a parent of a child, under the age of eighteen (18), who has disappeared as a result of a crime. If the child has died as a result of a crime, the employee is entitled to take a leave of up to one hundred and four (104) weeks, subject to the following:

Employees must have completed at least thirty (30) days' employment, and are:

- (a) a parent of a child;
- (b) the spouse, common-law partner or same sex partner of a parent of a child;
- (c) a person with whom the child was placed for the purposes of adoption;
- (d) the guardian or foster parent of a child; or,
- (e) a person who has the care, custody or control of a child, and is considered to be like a close relative, whether or not they are related.

Reasonable verification of the need for the leave must be provided to the Employer as soon as possible.

Where possible, the employee shall provide two (2) weeks' notice before the leave.

Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

18.17 Organ Donation Leave

Employees who have been employed for at least thirty (30) days shall receive Organ Donation Leave without pay for up to thirteen (13) weeks to donate an organ or tissue to another individual.

Employees must provide a certificate from a Doctor stating the start and end dates for the period of time necessary to donate the organ and recover from the procedure.

Where possible, the employee shall provide two (2) weeks' notice before the leave.

Employees are entitled to extend their leave by up to an additional thirteen (13) weeks, without pay, if a Doctor provides another certificate stating the time period needed to finish recovering.

Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

18.18 Leave for Citizenship Ceremony

Employees who have been employed for at least thirty (30) days may take up to four (4) hours of unpaid leave to attend their citizenship ceremony and receive their certificate of citizenship, as provided under the *Citizenship Act*.

The employee shall provide at least two (2) weeks' notice, or as much notice as possible before the ceremony.

18.19 Leave for Reservists

Employees, who are members of the Canadian Forces Reserves and have been employed for at least seven (7) consecutive months may be absent from work for the purpose of service (active and/or training), qualify for Leave for Reservists. Employees may take unpaid leave for as long as they continue to serve. There is no restriction on the length or how often a Reservist can go on the unpaid leave.

At the end of an employee's leave under this sub-article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with no less wage and any other benefits earned by the employee immediately before the leave began. Employees who take leave from their employment for the purpose of service must be reinstated to the position, or a similar position with no loss of seniority, no less wages, or benefits they had before the leave. Employees cannot be terminated or laid off for taking this leave.

Employees must provide as much notice as reasonable and practicable in the circumstances for this leave. The Employer may request a certificate from an official in the Reserves confirming the employee is a member

of the Reserves, is required for service, and where possible, the start and end dates for the period of service. The employee shall provide at least two (2) weeks' notice of their return to work date.

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

ARTICLE 19 SENIORITY

19.01 Seniority shall be defined as the length of continuous service with the Employer 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 Employer 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 Employer, in accordance with the above provision, shall be recalled to work in order of **seniority** with the Employer, 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 Employer 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 **sub-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 Employer 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 Employer, 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 Employer agrees to give **four (4)** weeks' notice prior to changing an employee's status from full-time to a part-time basis.

19.10 Part-time employees will have seniority only within the part-time seniority list. 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.

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 Employer, the Employer **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 Employer shall provide the Union in January and July of each calendar year with an up-to-date seniority list 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 Employer's premises.

ARTICLE 20 **DISPLACED EMPLOYEES**

20.01 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 Employer, new or additional employees are required in such type of work and provided the employee is, in the opinion of the Employer, capable of satisfactorily performing such other type of work.

ARTICLE 21 **MERGER OF BUSINESS**

21.01 In the event ownership of the Employer passes to another Employer, the relevant sections of the Manitoba Labour Relations Act shall apply.

21.02 The Employer will notify the Union as far in advance as is possible, in connection with any change of ownership of its store.

21.03 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 22 **COURT'S DECISION**

22.01 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 23 **HEALTH AND WELFARE**

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

ARTICLE 24 **CASH SHORTAGES**

24.01 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 25 SHOP STEWARDS

25.01 The Employer 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.

25.02 The Employer 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.

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

ARTICLE 26 DISCIPLINE

26.01 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 Employer to advise the employee by mail of discharge, the Union office **shall be faxed or emailed** a copy of such notice.

26.02 The employee **shall** be given a copy of any **discipline** which is to be entered **in their** personnel file.

26.03 In order for a disciplinary action or discharge to be valid, a copy must be given **within 24 hours** to the Shop Steward in the store or, in **their** absence, a copy of such notice must be **faxed or emailed** to the Union office.

26.04 The Employer 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.

26.05 **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 Employer 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 Employer and the Union Representative may be present when the employee reviews the file.

ARTICLE 27 ADJUSTMENT OF GRIEVANCES

27.01 Any complaint, disagreement or difference of opinion between the Employer, 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.

27.02 **Information**

Where the Union requires information respecting accumulated hours of work for the purpose of establishing the rates of pay of an employee, the Employer agrees to cooperate to supply such information back to a period of two (2) years to establish **their** proper rate of pay.

27.03 If any grievance regarding hours worked by an employee and the amount paid to an employee, the Employer 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.

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

27.05 Any employee, the Union or the Employer, 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.

27.06 All grievances shall be submitted in writing.

27.07 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 Employer's official designated by the Employer 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 28**.

27.08 The Employer and the Union agree that at any time prior to the hearing date for an Arbitration they may voluntarily agree to use a mutually acceptable Mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such Mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept 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 Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

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

ARTICLE 28 **SELECTION OF AN ARBITRATOR**

28.01 If the Union and the Employer cannot reach a settlement, then at the request of either party, 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.

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

28.03 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.

28.04 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.

28.05 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.

28.06 In the event of termination, discharge or suspension of an employee, the **Arbitrator** shall have the right to sustain the Employer'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.

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

28.08 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.

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

ARTICLE 29 **BULLETIN BOARDS/DECALS**

29.01 The Employer shall allow the Union to install its own bulletin board on the Employer'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 Employer and the Union and shall be situated in a prominent place.

29.02 The Employer shall permit the Union to supply and install the Union's decal on the front door and/or front window of the Employer's premises or such other location as may be mutually agreed to between the Employer and the Union.

ARTICLE 30 **SMOCKS AND APRONS**

30.01 The Employer 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 Employer, the laundering of same will be the responsibility of the employee, but will remain the property of the Employer.

ARTICLE 31 **JURY DUTY**

31.01 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.

ARTICLE 32 **WITNESS FEES**

32.01 Employees required to appear in Court as a witness on behalf of the Employer 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.

ARTICLE 33 **BEREAVEMENT PAY**

33.01 All employees shall be granted time off work with pay, **five (5)** scheduled work **shifts**, 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 one hundred and fifty (150) kilometres or more outside the town of Souris, employees shall receive an additional one (1) day off with pay.

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

33.03 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 34 PHYSICAL EXAMINATIONS

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

34.02 The actual results of any physical examination required by the Employer will not be made available to the Employer. 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 35 STAFF DISCOUNTS

35.01 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 another staff member and not the member who has made the purchase;
- (f) this discount shall apply on all purchases over a minimum of five (\$5.00) dollars;
- (g) discounts shall not apply to the purchase of liquor and tobacco products.

ARTICLE 36 WORKERS COMPENSATION BENEFITS

36.01 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 Employer so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided immediately.

36.02 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 Employer 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.

36.03 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 Employer. The employee shall comply with all regulations so that the Employer 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.

36.04 Any employee who suffers any injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer 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 37 HARASSMENT/ABUSE

37.01 The Employer, in exercising its responsibility, endeavours at all times to provide a work environment that is supportive of both productivity and the personal goals, dignity and self-esteem of every employee. Harassment, including sexual harassment and abuse of authority, constitutes unacceptable conduct and shall not be tolerated.

37.02 Harassment means any improper behaviour by a person that is directed at and is offensive to another individual and which the person knew or ought reasonably to have known would be unwelcome. It comprises objectionable conduct, remarks, gestures and displays made on either a one (1) time or continuous basis that demean, belittle or cause personal humiliation or embarrassment to an individual. Without limiting the foregoing, harassment includes discrimination based on race, national or ethnic origin, colour, religion, age, sex (including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy), gender determined characteristics, marital status, sexual orientation, political belief, physical or mental disability, family status and conviction for an offense for which a pardon has been granted.

37.03 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one (1) time basis or in a continuous series of incidents that might reasonably be expected to cause offense or humiliation to an individual, or that might reasonably be perceived by an individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

37.04 Harassment includes abuse of authority which means a person's improper use of power and authority inherent in the position held to endanger another individual's job, undermine the performance of that job, threaten the economic livelihood of that individual, or in any way interfere with or influence the career of such an individual. It includes such acts or misuses of power as intimidation, threats, blackmail or coercion. Abuse of authority also includes the favouring of one individual to the disadvantage of another.

37.05 It is both the right and responsibility of any employee who believes that **they** has been subjected to harassment and/or abuse to immediately report such concerns to both the Employer and the Union. The Employer and the Union shall undertake to investigate all occurrences expeditiously. The complainant shall be advised of the results of the investigation and the action, if any, to be taken. This procedure does not preclude the right of any employee to initiate a grievance or to pursue the matter through the Human Rights Commission.

37.06 All information, documented or otherwise, pertaining to complaints of harassment and/or abuse and their investigation, shall be dealt with in strict confidence and shall be conducted as expeditiously as possible.

37.07 Any employee who believes that **they** is being harassed and/or abused shall have the right to refuse to work with the alleged harasser and/or abuser pending determination of the investigation provided for under this article. Under such circumstances, the alleged harasser and/or abuser shall be transferred.

37.08 Any customer who harasses and/or abuses an employee shall be (at the Employer's discretion) permanently barred from the Employer's premises.

37.09 Any employee who, as a result of a full investigation is determined to be in violation of this article, may be subject to disciplinary action. Such discipline may include a written reprimand, suspension or dismissal, and any such incident shall be documented in the harasser and/or abuser's file. No documentation whatsoever shall be placed in the complainant's file irrespective of whether or not the complaint has been upheld.

37.10 Any employee lodging a complaint and any person providing information pursuant to the complaint shall be protected from any form of retaliation by either co-workers or management representatives. This includes a demotion, unwanted transfer, denial of opportunities for advancement, and harassment and/or abuse of the individual as a result of **their** having made a complaint or having provided evidence regarding a complaint.

ARTICLE 38 EDUCATION AND TRAINING TRUST FUND

38.01 **The Employer shall make a lump sum contribution of two hundred (\$200.00) 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.**

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

ARTICLE 39 FINAL OFFER SELECTION

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

39.02 The Employer and the Union agree to enter into and proceed through negotiations and further agree that each shall make every reasonable effort to reach agreement on the provisions for the renewal of the existing Collective Agreement.

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

- (a)** The Employer and the Union shall meet and agree on which proposals remain outstanding between them within seven (7) days of the date of reaching such impasse.
- (b)** The Selector shall be selected by mutual agreement between the Employer and the Union if at all possible. If no agreement is reached on the person who shall act as Selector, either party may then request The Manitoba Labour Board to make the appointment.
- (c)** The Selector shall receive a written statement or brief from the Employer and the Union outlining each of their respective positions on the outstanding proposals within fourteen (14) days of their appointment, and shall select either the Employer or the Union position as outlined by them as the basis for settlement.
- (d)** The Employer and the Union may mutually agree that their best interests would be served by having the Selector convene a meeting rather than receiving the positions of parties in writing. Failing such mutual agreement, the Employer and the Union shall submit their final positions on all outstanding proposals by registered mail, to the Selector, within the fourteen (14) days specified above, or they shall waive all rights under this provision, and the Selector is instructed to

proceed with the written statements or briefs which are properly filed within the time limits specified above.

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

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

ARTICLE 40 EXPIRATION AND RENEWAL

40.01 This Agreement shall be in effect from **September 1, 2018**, and shall remain in effect until **August 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 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.

40.02 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 , 2019.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"

HEALTH AND WELFARE

A-1 Preamble

A-1.01 The following health and welfare benefits shall be arranged for by the Employer for all employees and shall be subject to the terms and conditions of their master policies and contracts in force, all of which shall form part of this Agreement. The benefits shall be provided by Co-operative Life Insurance Company to *The Grocery People* Group 7729. With the exception of Dental and Retirement Savings Plan benefits, the Employer shall have the right to make arrangements for the replacement of such benefits provided that benefit levels are maintained or improved. Under such circumstances, the Employer 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 The Employer shall supply the Union with a current copy of the plan text and summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Employer. The Employer shall supply each employee with a current copy of the summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Employer. New employees shall be provided with a copy of the summary pamphlets (or similar documents) at the same time as they become eligible to receive said benefits. The Employer shall ensure that the Union and the employees covered by this Agreement are provided with the most recent copy of such plan text and summary pamphlets (or similar documents) at all times.

A-1.03 Dental contributions shall be made on behalf of all employees commencing with the employee's date of hire, and access to these benefits shall be consistent with the terms and conditions of the plan.

A-1.04 The employees eligible for the health and welfare benefits shall pay a maximum of twenty (\$20.00) dollars per month for single coverage or a maximum of thirty (\$30.00) dollars per month for family coverage. The Employer shall pay the remaining premium costs of all.

A-1.05 A general description of the health and welfare benefits, terms and conditions that the Employer shall ensure are available to employees is as listed below.

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/or accident that is not covered by the Short Term Disability benefits provided by the Employer, 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 Employer, 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 Employer 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 Employer. In such cases, the Employer may discontinue or reduce the benefit of the employee, or terminate the employee.

A-2.08 Once each calendar year, the Employer 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 Employer 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 Employer shall provide for eligible employees a Short Term Disability Benefit carried with Co-operators Life Insurance Company to *The Grocery People* Group 7729. Benefits shall take effect after a fourteen (14) consecutive day waiting period. Said benefits shall be payable in an amount that is equal to sixty (60%) percent of the employee's basic weekly earnings and shall at all times be calculated using the regular hourly rate of pay that would have been paid to the employee had they continued to work. Said benefits shall be payable for seventeen (17) weeks from date of disability but shall not extend beyond age seventy (70).

A-3.02 The Employer shall apply any accumulated paid sick leave entitlements to absences due to sickness and/or injury that are not covered by short term disability benefits and shall supplement short term disability benefits with unused sick leave credits in an amount that is equal to but does not exceed the employee's normal earnings.

A-4 Long Term Disability Insurance

A-4.01 The Employer shall provide for eligible employees a Long Term Disability Insurance carried with Co-operators Life Insurance Company to *The Grocery People* Group 7729. Benefits shall take effect after one hundred and nineteen (119) consecutive day waiting period. Coverage up to sixty-five (65) years of age will be sixty (60%) percent of an employee's monthly wage.

A-4.02 Long Term Disability benefits provided by the Co-operative, and required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as other Long Term Disability benefits are granted, as determined by the Co-operators Life Insurance Company.

A-5 Life Insurance Benefits

A-5.01 All eligible employees shall be entitled to life insurance benefits for themselves and their eligible dependants. Life Insurance Benefits shall be provided by Co-operative Life Insurance Company to *The Grocery People Group 7729*.

A-6 Accidental Death, Disease and Dismemberment Benefits

A-6.01 All eligible employees shall be entitled to accidental death, disease and dismemberment benefits for themselves. Accidental Death, Disease and Dismemberment Benefits shall be provided by Co-operative Life Insurance Company to *The Grocery People Group 7729*.

A-7 Vision Care Benefits

A-7.01 All eligible employees shall be entitled to vision care benefits for themselves and their eligible dependants. Vision Care Benefits shall be provided by Co-operative Life Insurance Company to *The Grocery People Group 7729*.

A-8 Prescription Drug Benefits

A-8.01 All eligible employees shall be entitled to prescription drug benefits for themselves and the eligible dependants. Prescription Drug Benefits shall be provided by Co-operative Life Insurance Company to *The Grocery People Group 7729*.

A-9 Extended Health Care

A-9.01 All eligible employees shall be entitled to Extended Health Care for themselves and the eligible dependants. Extended Health Care shall be provided by Co-operative Life Insurance Company to *The Grocery People Group 7729*.

A-10 Manitoba Food & Commercial Workers Dental Plan

A-10.01 The Employer agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of **thirty-six (36¢) cents effective May 26, 2019** per hour for each hour of actual work in respect to all employees in the bargaining unit.

The Employer agrees to pay an additional one (1¢) cent per hour in addition to the above mentioned cents per hour, should during the life of this Agreement, the administrators of the Plan deem it necessary, in order to maintain the level of benefits, and the current Dental fee schedule.

Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the end of the Employer's four (4) or five (5) week accounting period. The Employer agrees to comply with all requests of the Board of Trustees with regards to their entry into the Plan and to abide by all the rules and decisions of the Board of Trustees, as decided from time to time.

A-11 UFCW Retirement Savings Plan

A-11.01 The Employer will administer through payroll deductions, a voluntary Retirement Savings Plan, entitled the UFCW Retirement Savings Plan. On a calendar year basis, the employee will determine the amount to be deducted weekly from regular earnings and this shall remain unchanged during the year except where no paycheck is issued and in such case, no deduction will be made. Such deductions will be remitted to the Retirement Savings Plan by the Employer on a monthly basis.

A-12 Health and Welfare Eligibility

A-12.01 Employees who average twenty-four (24) hours or more per week in a three (3) month period including paid sick leave and General Holiday pay, will be eligible to participate in the benefits provided by Co-operative Life Insurance Company to *The Grocery People Group 7729*. 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 Employer. 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, before scheduled lunch, and the Employer agrees that all payroll deductions will be clearly itemized on each employee's pay stub. For payroll purposes the cut-off date shall be the Thursday immediately preceding the Friday payday.

B-2 Classifications/ Wage Rates

| | Current | January 11, 2019 | October 1, 2019 | October 1, 2020 | October 1, 2021 | October 1, 2022 | April 1, 2023 | October 1, 2023 |
|-------------------------------|----------------|-----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|--------------------------|----------------------------|
| <u>Meat Supervisor</u> | | | | | | | | |
| Start | \$13.79 | \$14.20 | \$14.49 | \$14.85 | \$15.15 | \$15.53 | \$15.53 | \$15.60 |
| 6-16 months | \$15.18 | \$15.64 | \$15.95 | \$16.35 | \$16.67 | \$17.09 | \$17.09 | \$17.09 |
| 16-28 months | \$16.57 | \$17.07 | \$17.41 | \$17.84 | \$18.20 | \$18.66 | \$18.66 | \$18.66 |
| 28-40 months | \$17.98 | \$18.52 | \$18.89 | \$19.36 | \$19.75 | \$20.24 | \$20.24 | \$20.24 |
| 40-52 months | \$19.35 | \$19.93 | \$20.33 | \$20.84 | \$21.25 | \$21.79 | \$21.79 | \$21.79 |
| 52-64 months | \$20.69 | \$21.31 | \$21.74 | \$22.28 | \$22.73 | \$23.29 | \$23.29 | \$23.29 |
| 64-72 months | \$22.09 | \$22.75 | \$23.21 | \$23.79 | \$24.26 | \$24.87 | \$24.87 | \$24.87 |
| 72+ months | \$23.48 | \$24.18 | \$24.67 | \$25.28 | \$25.79 | \$26.44 | \$26.44 | \$26.44 |
| <u>Meat Cutter</u> | | | | | | | | |
| Start | \$11.75 | \$12.10 | \$12.34 | \$12.65 | \$12.91 | \$13.80 | \$14.45 | \$15.60 |
| 12-24 months | \$+13.15 | \$13.54 | \$13.82 | \$14.16 | \$14.44 | \$14.81 | \$14.81 | \$15.60 |
| 24-36 months | \$14.69 | \$15.13 | \$15.43 | \$15.82 | \$16.14 | \$16.54 | \$16.54 | \$16.54 |
| 36-48 months | \$16.23 | \$16.72 | \$17.05 | \$17.48 | \$17.83 | \$18.27 | \$18.27 | \$18.27 |
| 48-60 months | \$17.77 | \$18.30 | \$18.67 | \$19.14 | \$19.52 | \$20.01 | \$20.01 | \$20.01 |
| 60+ months | \$19.34 | \$19.92 | \$20.32 | \$20.83 | \$21.24 | \$21.77 | \$21.77 | \$21.77 |
| <u>Clerk II</u> | | | | | | | | |
| Start | \$11.94 | \$12.30 | \$12.54 | \$12.86 | \$13.11 | \$13.80 | \$14.45 | \$15.60 |
| 6-12 months | \$12.45 | \$12.82 | \$13.08 | \$13.41 | \$13.68 | \$14.02 | \$14.45 | \$15.60 |
| 12-24 months | \$13.09 | \$13.48 | \$13.75 | \$14.10 | \$14.38 | \$14.74 | \$14.74 | \$15.60 |
| 24-36 months | \$13.69 | \$14.10 | \$14.38 | \$14.74 | \$15.04 | \$15.41 | \$15.41 | \$15.60 |
| 36-48 months | \$14.30 | \$14.73 | \$15.02 | \$15.40 | \$15.71 | \$16.10 | \$16.10 | \$16.10 |
| 48-60 months | \$15.54 | \$16.01 | \$16.33 | \$16.73 | \$17.07 | \$17.50 | \$17.50 | \$17.50 |
| 60-72 months | \$16.14 | \$16.62 | \$16.96 | \$17.38 | \$17.73 | \$18.17 | \$18.17 | \$18.17 |
| 72+ months | \$16.82 | \$17.32 | \$17.67 | \$18.11 | \$18.48 | \$18.94 | \$18.94 | \$18.94 |

Clerk I

| | | | | | | | | |
|--------------|---------|---------|---------|---------|---------|---------|---------|----------------|
| Start | \$11.65 | \$12.00 | \$12.25 | \$12.80 | \$13.12 | \$13.80 | \$14.45 | \$15.60 |
| 12-24 months | \$11.88 | \$12.24 | \$12.79 | \$13.05 | \$13.38 | \$13.80 | \$14.45 | \$15.60 |
| 24-36 months | \$12.12 | \$12.48 | \$13.05 | \$13.31 | \$13.65 | \$13.99 | \$14.45 | \$15.60 |

Clerk I – Hired On or After May 26, 2019

| | |
|--------------|--|
| Start | Minimum Wage plus thirty (30¢) cent |
| 12-24 months | Minimum Wage plus thirty (30¢) cent plus two (2%) percent |
| 24-36 months | Minimum Wage plus thirty (30¢) cent plus four (4%) percent |

B-3 Any employee who is has completed thirty-six (36) months in Clerk I shall be promoted to the Clerk II classification that provides for a higher rate of pay to that which was paid to the employee at the time of their promotion, shall be paid at the first increment step in the Clerk II classification that the employee was promoted to that provides for an increase in pay for the employee. Thereafter, the employee will receive increment increases as provided for in Appendix B-2 above, until the top rate of pay is achieved.

B-4 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.

B-5 Retroactive Pay

All employees shall receive full retroactive pay to January 11, 2019 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 (May 26, 2019) 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.

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 Souris Valley Foods a Division of 2900360 Manitoba LTD. contain the following statements:

The Employer agrees to retain in its employ within the bargaining unit, as outlined in Article 4 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days. The Union agrees that it will not request the discharge or discipline of employees except for non-payment of union dues and/or initiation fee.

The Employer agrees to deduct from the wages of each employee such Union dues, assessments and initiation fees as authorized by the Union. Monies deducted during any period shall be forwarded electronically by the Employer to the Secretary-Treasurer of the Union not later than three (3) weeks following the end of the complete pay period and accompanied by an Excel spreadsheet containing the names and Social Insurance Numbers 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 Employer 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 | |  LOCAL 832 | | United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada | | | CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION |
| LAST NAME | FIRST NAME | INITIAL | GENDER | DATE OF BIRTH (D/M/Y) | INSURANCE NO. | | |
| MAILING ADDRESS | CITY | PROVINCE | POSTAL CODE | HOME PHONE | I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required by (Cross out if you do not agree.) | | |
| PREFERRED LANGUAGE | E-MAIL ADDRESS | DATE OF HIRE (D/M/Y) | | | | | |
| COMPANY NAME | TITLE NO./LOCATION | DEPARTMENT/NO. | | | | | |
| CLASSIFICATION | EMPLOYMENT NO. | FULL-TIME <input type="checkbox"/> | CASUAL <input type="checkbox"/> | | | | |
| | | PART-TIME <input type="checkbox"/> | OTHER <input type="checkbox"/> | | | | |
| <p>I hereby certify that all information provided in this application for membership in the United Food & Commercial Workers International Union and herein the above statements are true. I agree that all monies paid by me shall be forfeited and returned to me if I am not employed by the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances or other matters relating to my employment either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to ensure privacy and protect personal information. United Food & Commercial Workers Local No. 832 has 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.</p> | | | | | | | |
| APPLICANT'S SIGNATURE | | DATE SIGNED | | LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE: | | | |