VALLEYVIEW CONSUMERS CO-OP LTD.

FROM: July 1, 2019
TO: June 30, 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,

Jeff Traeger,
President UFCW Local 832

UFCW
your VOICE at work in Manitoba
LOCAL 832

VALLEYVIEW CO-OP LTD.

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EXPIRY DATE: JUNE 30, 2023

AGREEMENT BETWEEN:

VALLEYVIEW CONSUMERS CO-OP LTD., a body corporate, carrying on business in the towns of Virden, Oaklake and Melita, hereinafter called the "Co-operative"

AND

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

ARTICLE 1 PURPOSE

1.01 The purpose of this **Collective** Agreement shall be:

(a) to establish wage rates, hours of work and other working conditions, as outlined in **this Collective Agreement**.

(b) to provide a method for settlement of disputes and grievances of all employees covered by this **Collective** Agreement.

(c) to promote an efficient operation and harmonious relations.

ARTICLE 2 CLARIFICATION OF TERMS

2.01 **Full-time Employee**

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

2.02 **Part-time Employee**

A part-time employee shall be an employee who is normally scheduled to work less than forty (40) hours per week, except during a specific period of time or duration of a specific project or group of assignments during which periods the employee may be required to work up to four (4) consecutive weeks at forty (40) hours per week.

2.03 **Masculine or Feminine Gender**

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

2.04 **Plural and Singular**

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

ARTICLE 3 RECOGNITION

3.01 The Co-operative recognizes the Union as the sole collective bargaining agency for the employees covered by this Agreement.

3.02 The employees shall be loyal to the Co-operative and do everything reasonably possible to promote the welfare of the Co-operative, to assist in maintaining efficient operation of the Co-operative's business, and to keep the operating expenses of the Co-operative at a minimum.

3.03 The Union shall encourage all employees to become members of the Co-operative and to utilize the goods and services provided by the Co-operative.

ARTICLE 4 SCOPE

4.01 This Agreement shall cover all eligible employees of Valleyview Consumers Co-op Ltd. in the towns of Virden, Oak Lake and Melita, save and except one (1) General Manager, one (1) Controller, one (1) Office/Accounting Manager, one (1) **Farm and Ranch Manager**, one (1) Crop Protection Manager, one (1) Petroleum Division Manager *(provided the Petroleum Supervisor remains an in-scope position),* two (2) Gas Bar/C-store managers – one (1) in the town of Virden and one (1) in the town of Melita, one (1) Oak Lake Branch Manager, Agronomist(s), one (1) Food Division

Manager, one (1) Meat Manager, one (1) Bakery Manager, one (1) Grocery Manager, one (1) Produce Manager (*provided a full time premium clerk remains in the produce department),* one (1) Deli Manager (*provided a full time premium clerk remains in the deli department),* one (1) Hardware Manager (*provided a full time premium clerk remains in the hardware department),* **one (1) Bakery/Deli Manager (Melita), one (1) Meat Manager (Melita), one (1) Food Store Manager (Melita), one (1) Food Store Manager (Virden),** Human Resource Manager, **one (1) Human Resource Advisor**, **one (1) Petroleum Manager, one (1) Bulk Oil Products Manager, one (1) Health and Safety/Asset Manager**, Credit Manager and those excluded by the Act.

4.02 The Co-operative agrees to actively employ not less than one (1) full-time person who shall be classified and paid as a "Petroleum Supervisor" and shall continue to do so whenever and for as long as the "Petroleum Division Manager" position referred to in **sub-a**rticle 4.01 above is filled.

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

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

ARTICLE 5 MANAGEMENT RIGHTS

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

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

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

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

5.05 The forgoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The Co-operative, therefore, retains all rights not otherwise specifically covered by this Agreement.

ARTICLE 6 UNION SECURITY

6.01 The Co-operative 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 Co-operative shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days. The Union agrees that it will not request the discharge or discipline of employees except for non-payment of **U**nion dues and/or initiation fee.

6.02 The Co-operative agrees to provide each new employee and rehired employee, at the time of employment, with a form letter outlining to the employee **their** responsibility in regard to payment of **U**nion dues and initiation fee.

6.03 The Co-operative agrees to forward a membership application duly completed, to the Union, within ten (10) calendar days from date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the Membership Application. The Membership Application in Exhibit **O**ne will be used for the duration of the Collective Agreement.

6.04 The Co-operative agrees to provide the Union, once a month, with a**n electronic** list containing the names and Social Insurance Numbers of all employees who have terminated, **retired, laid off**, **or on leave from** their employment during the previous month, and those hired or rehired during this same period.

ARTICLE 7 DUES CHECK-OFF

7.01 The Co-operative agrees to deduct from the wages of each employee, such **U**nion dues**, assessments** and initiation fees as are authorized by the Union. **The Co-operative further agrees to deduct the Union dues and initiation fees automatically from the wages of new or rehired employees' first pay.** Monies deducted during any period shall be forwarded **electronically** by the Co-operative to the Secretary-Treasurer of the Union not later than three (3) weeks following the end of the complete pay period and accompanied by a**n electronic list containing** the names

and Social Insurance Numbers of the employees for whom the deductions were made and the amount of each deduction. **The Co-operative shall also provide the Union with the name change of employees.**

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

ARTICLE 8 PROBATIONARY PERIOD

8.01 Employees shall be considered probationary until placed on a seniority list. Employees shall be entitled to be placed on a seniority list when they have been in the employ of the Co-operative ninety (90) calendar days for full-time employees and five hundred and twenty (520) hours for part-time employees, from the date of hiring. The Co-operative, at their discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration Articles of the Agreement in respect to this discharge. Time lost by a probationary employee for personal or health reasons shall be added to the prescribed probationary period.

ARTICLE 9 SENIORITY

9.01 Seniority for all employees shall be defined as the length of continuous service with the Co-operative within the bargaining unit.

9.02 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence except Union Leave as per **sub-a**rticle 18.02.

9.03 Seniority shall be broken and all rights forfeited when:

(a) an employee is dismissed by the Co-operative for just cause and is not reinstated through the grievance **and/or Arbitration** procedure **contained in this Collective Agreement**;

(b) an employee voluntarily leaves the service of the Co-operative;

(c) more than twelve (12) months have elapsed since last so employed, in the event of a layoff;

(d) an employee fails to report for work within ten (10) calendar days of being recalled after a layoff. When the Co-operative recalls an employee who has been laid off, it shall notify such employee by registered letter, addressed to the employee's last known address;

(e) an employee is absent from work without a leave of absence for more than three (3) consecutive working **shifts** unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the Co-operative shall be considered a satisfactory reason.

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

9.05 Any employee promoted to a position outside of the bargaining unit shall be on a trial period for a period of three (3) calendar months. If the employee is not successful in **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.

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

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

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

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

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

9.11 When a part-time employee works the basic work week for thirteen (13) consecutive weeks, a full-time position shall be deemed to have been created and shall be filled in accordance with Article 11 of this Agreement. This clause does not apply where the employee is filling in for vacation relief**, absence due to illness or leaves of absence**.

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

(a) create more full-time jobs where possible; and

(b) increase the hours of work for senior part-time employees who wish to work the additional hours.

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

9.13 The Co-operative shall prepare and publish a seniority list in January and July of each calendar year. One (1) copy shall be posted on the bulletin board and a copy shall be **faxed or e**mailed to the Union office**. In addition, upon written request no more frequently than quarterly, the Co-operative shall provide the Union with a list containing the current name, employee number, classification, department status (part-time or full-time) and rate of pay of all bargaining unit employees. Upon request from the full time Union Representative, the Co-operative agrees to provide an employee's address, telephone number.**

9.14 The word "department" referred to in this **A**rticle shall be defined as follows:

(a) Groceries
(b) Meat
(c) Produce
(d) Bakery
(e) C-Store
(f) Oak Lake Branch
(g) **Administration**
(h) Agro/Hardware
(i) Petroleum
(j) Crop Protection
(k) Deli

ARTICLE 10 LAYOFFS AND RECALLS

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

10.02 The Co-operative shall notify employees who are to be laid off, fourteen (14) calendar days prior to the effective date of the layoff or award pay in lieu thereof.

10.03 When the Co-operative recalls an employee who has been laid off, it shall notify such employee by registered letter, addressed to the employee's last known address. The employee concerned must notify the Co-operative within seven (7) calendar days of **receiving** such letter, stating **their** acceptance or refusal of the employment offered.

10.04 It shall be the responsibility of the employee to leave **their** current address and phone number with the Co-operative.

ARTICLE 11 PROMOTIONS AND VACANCIES

11.01 Vacancies within the scope of this Agreement shall be visibly posted on the bulletin board that is located in each outlet covered by this Agreement within seven (7) calendar days from which the vacancy occurred and employees shall be allowed a further seven (7) calendar days in which to make a written application for such vacancy. **Such posting shall be posted in a common area where all bargaining unit employees have access.** The Co-operative will notify the Shop Steward**s** of all such vacancies, when the vacancy is posted. **The Shop Stewards will be allowed to fax or email to the Union such postings.**

11.02 New positions within the scope of this Agreement shall be visibly posted on the bulletin board that is located in each outlet covered by this Agreement and employees shall be allowed seven (7) calendar days in which to make a written application for this new position. **Such posting shall be posted in a common area where all bargaining unit employees have access.** The Co-operative will notify the Shop Stewards of all such new positions when the new position is posted. **The Shop Stewards will be allowed to fax or email to the Union such postings.**

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

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

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

ARTICLE 12 BULLETIN BOARDS/DECALS

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

12.02 The Co-operative agrees that during the term of this Agreement, it will permit the Union to supply and install its decals in each location covered by this Agreement, provided, however, that such decal shall first be approved by management and be located as directed by the General Manager. Such decal shall be displayed in a prominent position.

ARTICLE 13 STRIKES AND LOCKOUTS

13.01 During the life of this Agreement, there shall be no strike, slow-down or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Co-operative.

ARTICLE 14 GRIEVANCE PROCEDURE

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

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

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

(a) A discussion between the Shop Steward and/or Union Representative (with the aggrieved employee present or absent at **their** option) and the immediate supervisor, or in the absence of the immediate supervisor, the General Manager.

(b) Failing agreement of subsection (a), the grievance shall be submitted in writing within fifteen (15) working days and shall clearly set forth the issues and contentions of the aggrieved party, and the grievance shall be dealt with by the Shop Steward and/or Union Representative and the General Manager or **their** duly appointed representative in the event of **their** absence. The General Manager or **their** duly appointed representative shall render a written decision on any grievance initiated by an employee or the Union, within fifteen (15) working days. A full-time Union Representative shall render a written decision on any grievance initiated by the Co-operative, within fifteen (15) working days.

(c) Failing agreement of subsection (b), then upon request of either party, but not later than ten (10) calendar days thereafter, the matter shall be referred to an Arbitrator, selected as per Article 15.

(d) If the Union refers the matter to an Arbitrator as per **sub-a**rticle 14.03 (c) above, a copy of the letter shall also be sent to the FCL Home Office Labour Relations Department in Saskatoon.

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

ARTICLE 15 SELECTION OF AN ARBITRATOR

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

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

15.03 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as **they** deem essential to a full understanding and determination of the issues involved.

15.04 The decision of the Arbitrator shall be final and binding upon all parties concerned. In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. It is distinctly understood that the Arbitrator is not vested with the power to change, modify or alter this Agreement in any of its parts. The Arbitrator may, however, interpret the provisions of this Agreement. The Arbitrator shall endeavour to hand down **their** decision within thirty (30) calendar days of the hearing.

15.05 It is agreed that the expenses of the Arbitrator shall be borne equally by the Co-operative and the Union.

ARTICLE 16 SHOP STEWARDS

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

16.02 All time spent by Shop Stewards with respect to disputes and grievances shall be dealt with during regular working hours, and no **Shop** Steward shall suffer any loss of pay for time spent in such matters. The number of **Shop** Stewards who are entitled to remuneration under this **Article** at any one **(1)** time shall not exceed two (2), with not more than one (1) **Shop** Steward from any one (1) department.

16.03 Shop Stewards shall be allowed to wear their Shop Stewards' badge while on duty, providing the size of the badge is acceptable to the Co-operative.

16.04 The Union agrees to provide the Co-operative with the names of the Shop Stewards, in writing, and of any changes that may occur from time to time.

16.05 Orientation Meeting

The Co-operative shall allow new employees ten (10) minutes time off with pay during regular working hours in order to meet with a Shop Steward. Said Shop Steward shall also receive such time off with pay. A full-time Union Representative shall be entitled to attend any such meeting. This meeting shall take place during the first calendar week the new employee commences working for the Co-operative.

ARTICLE 17 DISCIPLINE/DISCHARGE

17.01 A Shop Steward or, in the absence of a Shop Steward, another employee from the bargaining unit **chosen by the employee being disciplined**, shall be present when **an employee** of the bargaining unit is being given a written **discipline** or **is being** discharged. **Such chosen bargaining unit employee shall be from the same town as the employee being disciplined.**

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

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

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

Notwithstanding the foregoing, written disciplinary notices involving harassment**, bullying, serious incident as defined in the Regulations to *The Workplace Safety and Health Act (Manitoba)*** and/or violence **shall** remain on the employee's file indefinitely.

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

ARTICLE 18 LEAVES OF ABSENCE

18.01 **Negotiation Leave**

The Co-operative agrees to allow a maximum of **four (4)** employees time off, without pay, for the purpose of attending negotiations for the renewal of the Collective Agreement. The Co-operative reserves the right to limit the representation from a department to one (1) person.

18.02 **Union Leave**

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

18.03 **Union Convention/Conference/Education Leave**

Employees selected to attend **L**abour **C**onventions, **Union conferences and/or Union education seminars**, upon giving ten (10) working days' written notice, shall be granted leave of absence without pay for a period not to exceed two (2) weeks. The Co-operative reserves the right to limit the number of **employees** to three (3), with not more than one (1) **employee** from any one (1) physical location.

18.04 When an employee requests time off as per sub-articles 18.01 and 18.03, the Co-operative shall pay an employee on such leaves as if they had been at work and the Union agrees to reimburse the Co-operative for any payments in regard to wages and benefits paid to the employee during such leaves.

18.0**5** **Bereavement Leave**

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

A one (1) day leave of absence with pay shall be granted to employees **in the event of a death** of a**n** aunt, uncle**,** niece or nephew.

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

Two (2) additional days' leave with pay may be granted an employee in order to attend a funeral outside a radius of two hundred (200) kilometres **from where the employee works**.

The Co-operative shall grant one (1) day off with pay to any employee who acts as a pallbearer**, eulogist, or officiant** at a funeral**/memorial** of a person who is not a member of the employee's immediate family.

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

18.0**6** **Jury Duty Pay/Witness Fees**

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

18.0**7** **Personal Leave**

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

18.0**8** **Maternity Leave**

A female employee who has completed her probationary period **or seven consecutive months of employment, whichever comes first,** shall be granted a maternity leave of absence without pay. Said employee shall be re-employed by the Co-operative 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 Co-operative a minimum of four (4) weeks' written notice in advance of the day she intends to return to work.

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

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

18.0**9** **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

(iii) adopts a child under the law of a province; and

(b) who has completed **their** probationary period **or seven consecutive months of employment, whichever comes first**; and

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

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to **sixty-three (63)** weeks.

(B) **Commencement of Leave**

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

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

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

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

(D) **Reinstatement of Employee**

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

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

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

18.**10** **Parenting Leave**

The Co-operative agrees to grant employees**,** who do not take maternity leave, two (2) days off with pay **parenting** leave, to be taken on or after the birth of their child, at the employee's discretion. The Co-operative also agrees to grant additional time off without pay, up to seven (7) calendar days, to said employee if **they** so desire. **Parenting** leave shall be in addition to any parental leave the employee may be entitled to.

18.1**1** **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 (**2**8) weeks to provide care or support to a seriously ill family member. The employee must also provide a medical certificate stating that the eligible family member has a serious medical condition with a "significant risk of death within twenty-six (26) weeks", and that the family member requires care or support from one or more family members, as defined by Employment Standards Code.

18.12 **Protected Leaves**

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

(a) Interpersonal Violence Leave

(b) Family Leave

(c) Long Term Leave for Serious Injury or Illness

(d) Leave Related to Critical Illness of a Child

(e) Leave Related to Critical Illness of an Adult

(f) Leave Related to Death or Disappearance of a Child

(g) Leave for Organ Donation

(h) Leave for Citizenship Ceremony

(i) Leave for Reservists

18.1**3** 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.

18.1**4** **Leave Authorization**

The employee's request and the Co-operative's decision concerning all leaves of absence referred to in this **A**rticle shall be made in writing.

ARTICLE 19 GENERAL HOLIDAYS

19.01 The following days shall be considered holidays for which there shall be no **reduction** of pay:

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

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

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

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

19.04 Part-time employees shall receive general holiday pay based on **five (5%) percent** of their **total gross** earnings **(excluding overtime)**, in the four (4) **calendar** weeks immediately prior to said holiday.

19.05 **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.**

ARTICLE 20 VACATIONS

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

(a) full-time employees with one (1) or more years' service shall receive three (3) weeks' vacation with pay;

(b) full-time employees with eight (8) or more years' service shall receive four (4) weeks' vacation with pay;

(c) full-time employees with sixteen (16) or more years' service shall receive five (5) weeks' vacation with pay;

(d) full-time employees with twenty-four (24) or more years' service shall receive six (6) weeks' vacation with pay.

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

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

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

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

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

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

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

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

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

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

20.12 Vacations shall be granted between May 1st and September 30th, unless otherwise agreed to between the employee and the Co-operative. The Co-operative will not unreasonably deny any employee's request to take **their** vacations outside of this vacation period.

20.13 **The Co-operative reserves the right to determine the vacation period for each employee, but agrees first to follow the principle of seniority in giving first choice of vacation periods to senior employees. The Co-operative agrees that employees shall indicate their choice of vacation during the month of March of each year. The Co-operative shall post a vacation planner containing each employee's number of weeks of vacation entitlements by March 1st of each year so as to enable employees to write in their preferred vacation time. Employees shall have until April 1st of each year to write in their preferred vacation time. In the event this provision comes into conflict with the Co-operative's operation, the Co-operative will make the final decision. The finalized vacation schedules will be posted no later than April 15th of each year.**

20.14 Vacation pay for part-time employees shall be paid during the month of May of each year, **unless the employee requests in writing, to Human Resources by April 1st, that their vacation pay be held and paid when they take their scheduled vacation as per sub-article 20.13** and shall be issued to each employee on paycheques that are separate and apart from the employee's normal earnings.

20.15 The Co-operative agrees to grant vacations with pay to full-time employees consecutively, unless the employee requests to have **their** vacation broken up. The Union will co-operate with the Co-operative and the employees in the bargaining unit in the event of problems in the application of this provision.

20.16 Full-time employees who are ill, or disabled because of injury, during their scheduled vacations and, as a result, are hospitalized or confined to their homes for three (3) consecutive days or more, may elect to go on sick leave and in such cases will have the number of days that the employee was confined to home or in hospital while on vacation, rescheduled without disruption to current vacation schedules. The Co-operative reserves the right to request a medical certificate in these situations.

20.17 An employee's approved scheduled vacation dates will not be changed by the Co-operative or the employee without two (2) weeks' prior notice, and in no event will they be changed by the Co-operative if the employee produces evidence of more than **one hundred ($100.00) dollars** obligation committed prior to the two (2) weeks' notice.

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

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

ARTICLE 21 MEAL PERIOD - REST PERIODS

21.01 **Meal Period**

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

(b) A meal period without pay for employees working a daily shift of seven (7) hours or more shall be of not more than sixty (60) minutes' and not less than thirty (30) minutes' uninterrupted duration and shall start not earlier than three (3) hours nor later than five (5) hours after commencement of the employee's shift.

(c) Times at which such meal periods are taken shall be scheduled by the Co-operative.

21.02 **Rest Periods**

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

(b) A person working a daily shift of five (5) hours but less than seven (7) hours shall be entitled to take either one (1) uninterrupted rest period with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in **sub-a**rticle 21.01 above or, if approved by management, shall be entitled to take two (2) uninterrupted rest periods with pay. Employees choosing the second option shall not under such circumstances be entitled to the uninterrupted meal period without pay that is provided for in **sub-a**rticle 21.01 above.

(c) A person working a daily shift of seven (7) hours or more shall have two (2) uninterrupted rest periods with pay, which shall be in addition to the uninterrupted meal period without pay that is provided for in **sub-a**rticle 21.01 above. One (1) rest period shall be granted before and one (1) after the meal period.

(d) Rest periods for all employees shall not begin until one (1) hour after commencement of work or less than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period. If approved by management, truck drivers will not be restricted to this one (1) hour provision.

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

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

ARTICLE 22 HOURS OF WORK

22.01 Work Week/Full-time Employees

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

22.02 Posting Work Schedule

The Co-operative shall post a weekly work schedule including starting and quitting times for all employees, **for a period of two (2) consecutive weeks** not later than 4:00 p.m. Tuesday, of each week for the following week. **There will always be two (2) consecutive one (1) week schedules posted.** If a new schedule is not posted by 4:00 p.m. Tuesday, then the schedule already posted shall apply for the following week. A copy of said schedule shall be posted in all appropriate break rooms and lunch rooms.

22.03 **Notice of Shift Change**

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

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

22.04 **Minimum Call-in**

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

22.05 **Notice of Shift Extension**

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

22.06 **Leeway Time**

There shall be five (5) minutes' leeway each day, without compensation, for each employee to complete serving a customer, and for cleaning up after store closing, and the said leeway period will not be part of the regular working hours for the purpose of computing actual hours worked per week and/or overtime.

22.07 **No Split Shifts**

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

22.08 **Time Sheets/Time Clock**

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

22.09 **Emergency Pay**

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

Employees who are sent home by the Co-operative during their shift will be paid for the entire scheduled shift. Employees who request to leave early may be allowed to do so, but will be paid only for their time at work.

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

ARTICLE 23 OVERTIME

23.01 All hours worked:

(a) in excess of eight (8) hours in any one (1) day; or

(b) in excess of forty (40) hours in any one (1) week; or

(c) on their scheduled day off or days off when forty-eight (48) hours' notice has not been given and no emergency exists;

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

23.02 Employees shall receive double the rate of pay for all hours worked on Sunday, or the day given in lieu of Sunday.

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

23.04 When possible, the Co-operative will notify employees at least four (4) hours in advance before any overtime is worked.

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

23.06 An employee may choose to take compensating time off in lieu of overtime pay. The maximum amount of such accumulated time off shall not exceed forty (40) hours at any one time unless otherwise mutually agreed to between the employee concerned and the Co-operative. Employees who choose to take compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) or two (2) hours of paid time off, as the case may be, for each hour of overtime worked. Such compensating time off shall be taken at a time mutually agreed upon between the Co-operative and the employee.

23.07 Authorization of overtime worked remains the Co-operative's prerogative.

ARTICLE 24 SAFETY AND HEALTH

24.01 The Co-operative agrees to a joint Safety **and Health** Committee which shall meet quarterly and shall conduct safety tours of the Co-operative. The committee shall be comprised of four (4) **bargaining unit employees** chosen by the Union and four (4) management persons. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board for all employees to see. **The bargaining unit employees shall be allowed to fax or email a copy of such minutes to the Union Office within fourteen (14) calendar days of completion of the meeting.** The Chairperson of this Committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

24.02 All employees of the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with **sub-a**rticle 24.01 above.

24.03 The Co-operative agrees to install and maintain a First Aid kit, with adequate First Aid supplies, **and eye wash stations** in each of the Co-operative's locations.

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

ARTICLE 25 WAGE RATES/CLASSIFICATIONS/PAY DAYS

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

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

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

ARTICLE 26 RELIEVING RATES/TEMPORARY ASSIGNMENTS

26.01 **In-Scope Relieving Rate**

An employee required to fill a position temporarily within the scope of this Agreement for more than two (2) consecutive working days, paying a higher rate of pay, shall receive not less than the minimum of the range of the temporary position, or, sixty-five (65¢) cents per hour in addition to their regular hourly rate of pay, whichever is greater, for all time so employed. Where an employee's hourly rate of pay is greater than the minimum allowed in the classification in which the employee is relieving, said employee shall receive the next highest rate to that which is the employee's normal hourly rate of pay in the classification in which the employee is relieving, or sixty-five (65¢) cents per hour, whichever is greater. In no event, however, shall the employee's relieving rate exceed the top rate of pay in the classification in which the employee is relieving.

26.02 **Out of Scope Relieving Rate**

An employee required to temporarily relieve in a position out of the scope of this Agreement for more than five (5) working days, shall receive a minimum of seventy-five (75¢) cents per hour in addition to the employee's regular hourly rate of pay, for all time so employed.

ARTICLE 27 PREMIUM RATES OF PAY

27.01 **Evening Shopping Premium**

Any employee who works twenty-eight (28) hours per week or more and is required to work after 6:00 p.m., when **their** work location is open for business, shall be paid a premium of **seventy (70¢) cents per hour** for all such hours worked after 6:00 p.m. Premium pay for **evening** shopping shall not be added to an employee's hourly rate for the purpose of computing overtime.

27.02 **Night Shift Premium**

Any employee who is required to work on any shift when the majority of **their** working hours fall between 7:00 p.m. and 9:00 a.m. the following day, shall be paid a premium in addition **their** regular hourly rate of sixty-five (65¢) per hour, **(effective July 1, 2020, seventy (70¢) cents per hour**) for all hours worked. Night shift premium pay shall not be added to an employee's hourly rate for the purpose of computing overtime.

27.03 **Sunday Premium**

Any employee who is required to work at any time on a Sunday shall be paid a Sunday premium in addition to **their** regular hourly rate of pay in the amount of seventy (70¢) cents per hour **(effective July 1, 2020, seventy-five (75¢) cents per hour)** for each such hour and portion of an hour worked. Sunday premium pay shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.

ARTICLE 28 MEETING ATTENDANCE

28.01 When the Co-operative requires an employee to be present at a meeting called by the Co-operative, time spent at such meeting shall be considered as time worked. This provision shall not apply where attendance by an employee is voluntary.

28.0**2** Any employee who attends a meeting, which is compulsory, outside of **their** assigned working hours, shall be paid a minimum of two (2) hours' pay at the appropriate hourly rates of pay.

ARTICLE 29 CASH SHORTAGES

29.01 **The Co-operative** must not deduct any amount to cover a cash shortage resulting from a failure to collect all or any part of the purchase price from the purchaser.

ARTICLE 30 UNION REPRESENTATIVE'S VISITS

30.01 Duly authorized full-time representatives of the Union shall be entitled to visit the Co-operative 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.

30.02 The interview of an employee by a Union Representative shall be permitted, after notifying the General Manager or **their** designated representative, and shall be:

(a) carried on in a **private** place within the Co-operative's premises designated by management;

(b) held whenever possible during the lunch period; however, if this is not practical;

(c) held during regular working hours; time taken for such interview in excess of five (5) minutes shall not be on Co-operative time unless with the approval of management;

(d) held at such times as will not interfere with service to the public.

ARTICLE 31 PREVIOUS EXPERIENCE

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

31.02 It shall be the responsibility of the employee to supply proof of **their** previous experience prior to the completion of their probationary period. Otherwise, all claims for credit for previous experience shall be forfeited by the employee.

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

ARTICLE 32 MERGER OF BUSINESS

32.01 In the event ownership of the Co-operative passes to another employer, the relevant sections of the Manitoba Labour Relations Act shall apply. The Co-operative will notify the Union as far in advance as is possible in connection with any change in the ownership or management of their operations.

ARTICLE 33 COURT'S DECISION

33.01 In the event of any articles or portions of this Agreement being held improper or invalid by any Court of Law 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 34 HEALTH AND WELFARE BENEFITS

34.01 The Co-operative agrees to carry on its present practice of providing health and welfare benefits which shall be as contained in Appendix "A" of this Agreement. Appendix "A" shall form part of this Agreement.

ARTICLE 35 NOTICE OF LAYOFF/SEVERANCE PAY

35.01 The Co-operative will give all affected employees, with six (6) months' service or more, four (4) weeks' notice or four (4) weeks' pay in lieu of notice, of the permanent closing of the Co-operative or a portion of the Co-operative.

35.02 Any employee who is terminated due to the permanent closing of the Co-operative, or a department within the Co-operative, or any employee who is terminated because **their** job has become redundant, or any employee who is terminated due to technological change, shall receive severance pay in the amount of one (1) week's pay for each year of completed service, up to a maximum of twenty-six (26) weeks.

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

ARTICLE 36 TECHNOLOGICAL CHANGE

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

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

ARTICLE 37 SUPPLIERS' REPRESENTATIVES

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

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

ARTICLE 38 LABOUR/MANAGEMENT RELATIONS

38.01 A Labour/Management Relations Committee shall be appointed, consisting of Shop Stewards from the Union and Representatives from the Co-operative. **A full-time Union Representative may also attend these meetings from time to time, after providing fourteen (14) calendar days notice to the Human Resources Manager.** The Committee shall meet **quarterly or** at the request of either party, for the purpose of discussing matters of mutual concern. Time spent by bargaining unit employees in carrying out the functions of this Committee shall be considered as time worked and shall be paid for by the Co-operative. The Committee shall not have jurisdiction to interpret and/or amend the Collective Agreement.

38.02 Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board for all employees to see. **The Shop Stewards shall fax or email a copy of such minutes to the Union Office within fourteen (14) calendar days of completion of the meeting.** The Chairperson of this Committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

ARTICLE 39 UNIFORMS AND PROTECTIVE CLOTHING

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

39.02 The Co-operative shall provide all the appropriate winter wearing apparel for each employee who is working in areas of the Co-operative's operations that requires same, at no cost to the employee.

39.03 Where the Co-operative requires employees to wear a uniform, the cost of said uniform will be paid for in total by the Co-operative. The employees shall be responsible for laundering and maintaining their own uniforms.

39.04 The Co-operative will continue to launder the whites supplied to employees in the bakery, deli and meat departments, as well as the outer wear worn by bulk fuel employees.

39.05 Where required, the Co-operative will **reimburse** seventy-five (75%) percent of the price **up to** one hundred and **fifty** ($1**5**0.00) dollars **for safety shoes. Safety shoes are considered steel toed and/or non-slip sole shoes.** This **reimbursement** shall be limited to **one pair** per year. The safety shoe **reimbursement** is only applicable to employees who have completed their probationary period. **A receipt must be submitted for reimbursement.**

ARTICLE 40 EMPLOYEE PURCHASE DISCOUNT

40.01 All employees who are members of the Co-operative shall receive an employee purchase discount in an amount equal to two and one-half (2½%) percent of the total amount of goods and services they have purchased from the Co-operative in each fiscal year **(**February 1 to January 31)**.** to a maximum of **sixteen thousand ($16,000.00)** dollars of such total purchases per fiscal year. Payments shall be made to each employee who is on staff as of March 1**st** of each year and shall be calculated using the previous fiscal year's purchases. Payments shall be issued during the month of March of each year and shall be paid in the form of a Co-operative Gift Card.

40.02 Employees will be required to maintain a membership in the Co-operative to be eligible for the discount. The employee purchase discount shall only apply to the employee's personal purchases made at the Co-operative. A membership held jointly with a spouse will be acceptable.

40.03 Employees who retire from the Co-operative shall, in the year that they retire, receive the employee purchase discount provided for in Article 40.01 for purchases made from the start of the fiscal year to the date of retirement.

ARTICLE 41 CO-OPERATIVE TRANSPORTATION

41.01 The Co-operative agrees to pay for transportation for those employees who are required by the Co-operative to do Co-operative business away from the Co-operative's premises.

ARTICLE 42 STAFF POLICY MANUALS

42.01 The Co-operative agrees to supply the Union and the Shop Stewards, who request same, with a copy of the Co-operative's Staff Policy Manual.

ARTICLE 43 WORKERS COMPENSATION BENEFITS

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

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

43.03 In the event of a compensable accident, the affected employee shall be paid by the Co-operative for the remainder of **their** work day.

ARTICLE 44 FINAL OFFER SELECTION

44.01 The Co-operative 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 Co-operative and the Union further agree to negotiate in good faith with a view to reaching agreement on a renewal of said existing Collective Agreement.

44.02 The Co-operative and the Union agree to enter into and proceed through negotiations and further agree that each will make every reasonable effort to reach agreement on the provisions for the renewal of the existing Collective Agreement.

44.03 Should the Co-operative 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 will then be submitted to final offer selection as hereinafter provided:

(a) The Co-operative 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 Co-operative and the Union if at all possible. If no agreement is reached on the person who will 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 Co-operative 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 Co-operative or the Union position as outlined by them as the basis for settlement.

(d) The Co-operative 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 Co-operative and the Union will 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 **their** 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 Co-operative and the Union shall pay the cost of their witnesses if required. The Co-operative and the Union shall equally share the cost of the Selector.

44.04 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 Co-operative and the Union.

ARTICLE 45 DURATION

45.01 This Agreement shall be effective from **July 1, 2019**, and shall remain in force until **June 30, 2023**, and thereafter from year to year, but either party may, not less than thirty (30) days nor more than ninety (90) days before the expiry date of this Agreement, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:	**FOR THE CO-OPERATIVE:**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Preamble

A-1.01 The Co-operative will put into effect the following benefits for all full-time and qualifying part-time staff. Abbreviated versions of these benefits are presented here for information purposes only. Official and detailed descriptions of these benefits appear in the Co-operative's Employee Manual.

A-2 Sick Leave

A-2.01 **F**ull-time employees shall accumulate sick leave credits on the basis of one (1) day per month, after three (3) months of service, to a maximum accumulation of fifty (50) days. After three (3) months of service, a new employee shall be credited with three (3) days of sick leave.

A-2.02 **P**art-time employees, who have first averaged twenty-four (24) hours or more per week in a three (3) month period, shall thereafter accumulate sick leave credits on the basis of eight (8) hours for each one hundred and seventy-three (173) hours worked. Sick pay benefits shall apply only for absences from normally scheduled work. Sick leave credits shall accumulate to a maximum of two hundred (200) hours. Part-time employees who have qualified to accumulate sick leave credits as indicated above, shall not be required to maintain any amount of average weekly hours thereafter in order to continue to accumulate sick leave credits.

A-2.03 Accumulated sick leave credits may be utilized for Doctors' appointments and dental appointments. In such cases said appointments must be substantiated with a doctor's certificate.

A-2.04 In the event of an illness or injury occurring to an employee's spouse**, parent** or child that requires the attention of a physician, the employee may utilize up to five (5) days or forty (40) hours of accumulated paid sick leave entitlements per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of **their** ailing spouse**, parent** or child. The Co-operative may request, and if so, shall be provided with a medical certificate verifying the illness or injury and the time involved, in order to establish eligibility under this **Appendix**.

A-2.05 Sick leave entitlements shall cease to be paid when the Long Term Disability Plan becomes effective. The Co-operative reserves the right to request a medical certificate from an employee in order to establish eligibility for sick leave benefits. The Co-operative shall not unreasonably request any such medical certificate.

A-2.06 In January and July of each year, the Co-operative shall notify the Union and each employee in the bargaining unit of the total amount of sick leave credits said employee has accumulated at that time.

A-3 Long Term Disability Insurance

A-3.01 The Co-operative will provide for eligible employees a Long Term Disability Plan carried with Co-operators Life Insurance Company and premiums will be shared equally by the Co-operative and the employees. Benefits will take effect after a fourteen (14) calendar day waiting period. Coverage up to sixty-five (65) years of age will be sixty-seven (67%) percent of an employee's weekly wage plus a contribution to pension equivalent to the contribution rate at the time of disability and provided for under A-5.01.

A-3.02 Long Term Disability benefits provided by the 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-4 Dental Plan

A-4.01 The Co-operative will provide the Co-operative Dental Care Plan for eligible employees. The Co-operative will pay one hundred (100%) percent of the premium cost.

A-5 Superannuation

A-5.01 The Co-operative will continue its present policy of providing the Co-operative Superannuation Society Plan, in which employees' contributions are matched by the Co-operative. The contribution rate by the Co-operative and the employee shall each be five (5%) percent of earnings up to the yearly maximum pension earnings and six (6%) percent on earnings above the yearly maximum pension earnings.

A-5.02 The Co-operative shall make all employees aware of their eligibility to participate in the plan and shall provide each such person with an application form**.**

A-6 Group Life Insurance

A-6.01 The Co-op Group Life Insurance Plan covers all eligible employees and their dependants. The premium cost will be shared equally between the employee and the Co-operative.

A-7 Extended Health Care Insurance

A-7.01 The Co-operative shall provide eligible employees with an Extended Health Care Plan. Premiums for this plan shall be paid for in total by the Co-operative for employees who voluntarily agree to be covered by the Plan. The plan shall take effect after a ninety (90) calendar day waiting period. This plan shall also include vision care coverage.

A-8 Part-time Eligibility

A-8.01 Part-time 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 group life insurance, long term disability, dental and extended health care insurance plans provided by the Co-operative. If an employee's weekly hours should drop below an average of twenty-four (24) hours over a three (3) month period including paid sick leave and general holiday pay, then the employee may be dropped from said plans at the discretion of the Co-operative. Eligibility will not be affected by any approved leave of absence pursuant to this **Collective Agreement**.

APPENDIX "B"

WAGES

B-1 Wage Rates and Classifications

	Current	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	Oct 1, 2022	April 1, 2023
Clerk							
start	$11.94	**$12.12**	**$12.30**	**$12.48**	**$12.67**	**$13.75**	**$14.40**
after 500 hours	$12.28	**$12.46**	**$12.65**	**$12.84**	**$13.03**	**$13.75**	**$14.40**
after 1000 hours	$12.65	**$12.84**	**$13.03**	**$13.23**	**$13.43**	**$13.75**	**$14.40**
after 1500 hours	$13.03	**$13.23**	**$13.43**	**$13.63**	**$13.83**	**$13.83**	**$14.40**
after 2000 hours	$13.39	**$13.59**	**$13.79**	**$14.00**	**$14.21**	**$14.21**	**$14.40**
after 2500 hours	$13.76	**$13.97**	**$14.18**	**$14.39**	**$14.61**	**$14.61**	**$14.61**
after 3000 hours	$14.14	**$14.35**	**$14.57**	**$14.79**	**$15.01**	**$15.01**	**$15.01**
after 3500 hours	$14.50	**$14.72**	**$14.94**	**$15.16**	**$15.39**	**$15.39**	**$15.39**
after 4000 hours	$14.87	**$15.09**	**$15.32**	**$15.55**	**$15.78**	**$15.78**	**$15.78**
after 4500 hours	$15.25	**$15.48**	**$15.71**	**$15.95**	**$16.19**	**$16.19**	**$16.19**
after 5000 hours	$15.94	**$16.18**	**$16.42**	**$16.67**	**$16.92**	**$16.92**	**$16.92**
Premium Rate Clerk/ Administrative Clerk/ Head Cashier/ Junior Agronomist							
start	$13.01	**$13.21**	**$13.41**	**$13.61**	**$13.81**	**$13.81**	**$14.40**
after 500 hours	$13.47	**$13.67**	**$13.88**	**$14.09**	**$14.30**	**$14.30**	**$14.40**
after 1000 hours	$13.95	**$14.16**	**$14.37**	**$14.59**	**$14.81**	**$14.81**	**$14.81**
after 1500 hours	$14.43	**$14.65**	**$14.87**	**$15.09**	**$15.32**	**$15.32**	**$15.32**
after 2000 hours	$14.91	**$15.13**	**$15.36**	**$15.59**	**$15.82**	**$15.82**	**$15.82**
after 2500 hours	$15.39	**$15.62**	**$15.85**	**$16.09**	**$16.33**	**$16.33**	**$16.33**
after 3000 hours	$15.87	**$16.11**	**$16.35**	**$16.60**	**$16.85**	**$16.85**	**$16.85**
after 3500 hours	$16.34	**$16.59**	**$16.84**	**$17.09**	**$17.35**	**$17.35**	**$17.35**
after 4000 hours	$16.82	**$17.07**	**$17.33**	**$17.59**	**$17.85**	**$17.85**	**$17.85**
after 4500 hours	$17.30	**$17.56**	**$17.82**	**$18.09**	**$18.36**	**$18.36**	**$18.36**
after 5000 hours	$18.23	**$18.50**	**$18.78**	**$19.06**	**$19.35**	**$19.35**	**$19.35**

	Current	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	Oct 1, 2022	April 1, 2023
Meat Cutter							
start	$13.27	**$13.47**	**$13.67**	**$13.88**	**$14.09**	**$14.09**	**$14.40**
after 500 hours	$14.00	**$14.21**	**$14.42**	**$14.64**	**$14.86**	**$14.86**	**$14.86**
after 1000 hours	$14.75	**$14.97**	**$15.19**	**$15.42**	**$15.65**	**$15.65**	**$15.65**
after 1500 hours	$15.49	**$15.72**	**$15.96**	**$16.20**	**$16.44**	**$16.44**	**$16.44**
after 2000 hours	$16.24	**$16.48**	**$16.73**	**$16.98**	**$17.23**	**$17.23**	**$17.23**
after 2500 hours	$16.98	**$17.23**	**$17.49**	**$17.75**	**$18.02**	**$18.02**	**$18.02**
after 3000 hours	$17.73	**$18.00**	**$18.27**	**$18.54**	**$18.82**	**$18.82**	**$18.82**
after 3500 hours	$18.48	**$18.76**	**$19.04**	**$19.33**	**$19.62**	**$19.62**	**$19.62**
after 4000 hours	$19.22	**$19.51**	**$19.80**	**$20.10**	**$20.40**	**$20.40**	**$20.40**
after 4500 hours	$19.96	**$20.26**	**$20.56**	**$20.87**	**$21.18**	**$21.18**	**$21.18**
after 5000 hours	$21.42	**$21.74**	**$22.07**	**$22.40**	**$22.74**	**$22.74**	**$22.74**
Assistant Grocery Manager/ Assistant Gas Bar/ C-Store Manager							
start	$13.01	**$13.21**	**$13.41**	**$13.61**	**$13.81**	**$13.81**	**$14.40**
after 500 hours	$13.66	**$13.86**	**$14.07**	**$14.28**	**$14.49**	**$14.49**	**$14.49**
after 1000 hours	$14.35	**$14.57**	**$14.79**	**$15.01**	**$15.24**	**$15.24**	**$15.24**
after 1500 hours	$15.01	**$15.24**	**$15.47**	**$15.70**	**$15.94**	**$15.94**	**$15.94**
after 2000 hours	$15.69	**$15.93**	**$16.17**	**$16.41**	**$16.66**	**$16.66**	**$16.66**
after 2500 hours	$16.36	**$16.61**	**$16.86**	**$17.11**	**$17.37**	**$17.37**	**$17.37**
after 3000 hours	$17.03	**$17.29**	**$17.55**	**$17.81**	**$18.08**	**$18.08**	**$18.08**
after 3500 hours	$17.71	**$17.98**	**$18.25**	**$18.52**	**$18.80**	**$18.80**	**$18.80**
after 4000 hours	$18.38	**$18.66**	**$18.94**	**$19.22**	**$19.51**	**$19.51**	**$19.51**
after 4500 hours	$19.06	**$19.35**	**$19.64**	**$19.93**	**$20.23**	**$20.23**	**$20.23**
after 5000 hours	$20.38	**$20.69**	**$21.00**	**$21.32**	**$21.64**	**$21.64**	**$21.64**
Gas Bar Attendant							
Start	$11.94	**$12.12**	**$12.30**	**$12.48**	**$12.67**	**$13.75**	**$14.40**
after 500 hours	$12.28	**$12.46**	**$12.65**	**$12.84**	**$13.03**	**$13.75**	**$14.40**
after 1000 hours	$12.65	**$12.84**	**$13.03**	**$13.23**	**$13.43**	**$13.75**	**$14.40**
after 1500 hours	$13.03	**$13.23**	**$13.43**	**$13.63**	**$13.83**	**$13.83**	**$14.40**
after 2000 hours	$13.39	**$13.59**	**$13.79**	**$14.00**	**$14.21**	**$14.21**	**$14.40**
after 2500 hours	$13.76	**$13.97**	**$14.18**	**$14.39**	**$14.61**	**$14.61**	**$14.61**
after 3000 hours	$14.14	**$14.35**	**$14.57**	**$14.79**	**$15.01**	**$15.01**	**$15.01**
after 3500 hours	$14.50	**$14.72**	**$14.94**	**$15.16**	**$15.39**	**$15.39**	**$15.39**
after 4000 hours	$14.87	**$15.09**	**$15.32**	**$15.55**	**$15.78**	**$15.78**	**$15.78**
after 4500 hours	$15.25	**$15.48**	**$15.71**	**$15.95**	**$16.19**	**$16.19**	**$16.19**
after 5000 hours	$15.94	**$16.18**	**$16.42**	**$16.67**	**$16.92**	**$16.92**	**$16.92**

	Current	**July 1, 2019**	**July 1, 2020**	**July 1, 2021**	**July 1, 2022**
Petroleum Supervisor					
Start	$20.70	**$21.01**	**$21.33**	**$21.65**	**$21.97**
after 500 hours	$21.18	**$21.50**	**$21.82**	**$22.15**	**$22.48**
after 1000 hours	$21.65	**$21.97**	**$22.30**	**$22.63**	**$22.97**
after 1500 hours	$22.13	**$22.46**	**$22.80**	**$23.14**	**$23.49**
after 2000 hours	$22.60	**$22.94**	**$23.28**	**$23.63**	**$23.98**
after 2500 hours	$23.08	**$23.43**	**$23.78**	**$24.14**	**$24.50**
after 3000 hours	$23.55	**$23.90**	**$24.26**	**$24.62**	**$24.99**
after 3500 hours	$24.03	**$24.39**	**$24.76**	**$25.13**	**$25.51**
after 4000 hours	$24.51	**$24.88**	**$25.25**	**$25.63**	**$26.01**
after 4500 hours	$24.99	**$25.36**	**$25.74**	**$26.13**	**$26.52**
after 5000 hours	$25.59	**$25.97**	**$26.36**	**$26.76**	**$27.16**
Drivers					
Start	$20.17	**$20.47**	**$20.78**	**$21.09**	**$21.41**
after 500 hours	$20.64	**$20.95**	**$21.26**	**$21.58**	**$21.90**
after 1000 hours	$21.12	**$21.44**	**$21.76**	**$22.09**	**$22.42**
after 1500 hours	$21.60	**$21.92**	**$22.25**	**$22.58**	**$22.92**
after 2000 hours	$22.07	**$22.40**	**$22.74**	**$23.08**	**$23.43**
after 2500 hours	$22.55	**$22.89**	**$23.23**	**$23.58**	**$23.93**
after 3000 hours	$23.02	**$23.37**	**$23.72**	**$24.08**	**$24.44**
after 3500 hours	$23.50	**$23.85**	**$24.21**	**$24.57**	**$24.94**
after 4000 hours	$23.98	**$24.34**	**$24.71**	**$25.08**	**$25.46**
after 4500 hours	$24.46	**$24.83**	**$25.20**	**$25.58**	**$25.96**
after 5000 hours	$25.06	**$25.44**	**$25.82**	**$26.21**	**$26.60**
Feed/Animal Health Sales Rep / Bins/Farm Equipment Sales Rep					
Start	$16.51	**$16.76**	**$17.01**	**$17.27**	**$17.53**
after 500 hours	$17.37	**$17.63**	**$17.89**	**$18.16**	**$18.43**
after 1000 hours	$18.24	**$18.51**	**$18.79**	**$19.07**	**$19.36**
after 1500 hours	$19.10	**$19.39**	**$19.68**	**$19.98**	**$20.28**
after 2000 hours	$19.97	**$20.27**	**$20.57**	**$20.88**	**$21.19**
after 2500 hours	$20.84	**$21.15**	**$21.47**	**$21.79**	**$22.12**
after 3000 hours	$21.71	**$22.04**	**$22.37**	**$22.71**	**$23.05**
after 3500 hours	$22.57	**$22.91**	**$23.25**	**$23.60**	**$23.95**
after 4000 hours	$23.43	**$23.78**	**$24.14**	**$24.50**	**$24.87**
after 4500 hours	$24.51	**$24.88**	**$25.25**	**$25.63**	**$26.01**
after 5000 hours	$25.52	**$25.90**	**$26.29**	**$26.68**	**$27.08**

B-2 Driver Premium

Driver**s** who **operate** vehicle**/equipment** that requires a Class 1 License will receive a premium of **two dollars ($2.00)** per hour for all time spent operating that vehicle**/equipment. All vehicle/equipment that requires Class 1 License shall be in accordance with the Manitoba Government definition for Class 1, on or before July 1, 2019.**

B-3 Increment Increases

Increment increases for all employees that are provided for in Appendix "B-1" will be applied every five hundred (500) hours worked and/or paid until the top rate of pay is achieved.

B-4 Designated Classifications

The classifications of "Assistant Grocery Manager", "Premium Rate Clerk" and "Petroleum Supervisor" shall be staffed as designated by management.

B-5 Overscaled Employees/Hourly Rates of Pay

Employees whose rate of pay is higher than listed in B-1 will continue to receive the same hourly rate of pay, without any reduction. All employees who are overscale as defined above shall receive the same increases on the same dates that are given to other top rated employees.

B-6 Retroactive Pay

All employees shall receive retroactive pay to **July 1, 2019** for all hours worked and/or paid. Retroactive pay shall be paid to all employees within **forty-five (45)** calendar days following the date of Union ratification of this Agreement. Retroactive pay will be issued to each employee in the bargaining unit on pay that are separate and apart from the employee's normal earnings.

B-7 Employees Transferred into a Lower Paying Classification

If an employee is transferred at the Co-operative's request, to a classification that provides for a lower rate of pay, said employee shall nevertheless continue to receive the rate of pay **their** position paid before the transfer, for all time so employed. If the transfer is on a permanent basis, the employee's current hourly rate of pay will be red-circled until the new classification rate equals or surpasses same.

B-8 Employees Bidding into a Lower Paying Classification

Employees who bid into a lower paying classification on a permanent basis shall receive the rate of pay closest to but not more than the rate of pay they were receiving immediately prior to the change of classification. Thereafter, the employee will receive increment increases as provided for in Appendix B-**1** above, until the top rate of pay is achieved.

B-9 Employees Promoted to a Higher Paying Classification

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

LETTER OF UNDERSTANDING #1

BETWEEN:

VALLEYVIEW CONSUMERS CO-OP LTD., a body corporate, carrying on business in the towns of Virden, Oaklake and Melita, hereinafter called the "Co-operative"

AND

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

RE: MINIMUM WAGE GAP

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

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:	**FOR THE CO-OPERATIVE:**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

LETTER OF UNDERSTANDING #2

BETWEEN:

VALLEYVIEW CONSUMERS CO-OP LTD., a body corporate, carrying on business in the towns of Virden, Oaklake and Melita, hereinafter called the "Co-operative"

AND

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

RE: Changes to Scope Clause

The Valleyview Consumers Co-op Ltd. **g**uarantees those employees that are currently in positions affected by the changes to the scope clause will not suffer a reduction in their hourly rate of pay, hours of work, benefits or seniority as a result of these changes should they choose to remain in the bargaining unit or not successfully bid into the new positions.

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:	**FOR THE CO-OPERATIVE:**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 832**, and **Valleyview Consumers Co-op Ltd**. contain the following statements:

"The **Co-operative** 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 **Co-operative** shall be free to hire or rehire 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 (10) calendar days from the 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 **U**nion dues and/or the initiation fee."

"The Co-operative agrees to deduct from the wages of each employee, such Union dues**, assessments** and initiation fees as are authorized by the Union. **The Co-operative further agrees to deduct the Union dues and initiation fees automatically from the wages of new or rehired employees' first pay.** Monies deducted during any period shall be forwarded **electronically** by the Co-operative to the Secretary-Treasurer of the Union not later than three (3) weeks following the end of the complete pay period and accompanied by a**n electronic list containing** names and Social Insurance Numbers of the employees for whom the deductions were made and the amount of each deduction. **The Co-operative shall also provide the Union with the name change of employees.**"

Below is a sample Membership Application that must be completed immediately and returned to the Co-operative so it can be forwarded to UFCW Local No. 832 Union Office (1412 Portage Avenue, Winnipeg, MB R3G 0V5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION — UFCW your VOICE at work in Manitoba LOCAL 832

United Food & Commercial Workers Union, Local No. 832
Manitoba, Canada

CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION

LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	S.I.N. INSURANCE NO.

MAILING ADDRESS	CITY	PROVINCE	POSTAL CODE	HOME PHONE

I hereby authorize ____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross this out if you do not agree.)

PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)

COMPANY NAME	STORE NO./LOCATION	DEPARTMENT/NO.

CLASSIFICATION	PLOYEE NO.	FULL-TIME ☐	CASUAL ☐
		PART-TIME ☐	OTHER _____

I hereby make application for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and I am not entitled to any refund. I declare that I am not a member of any other union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances and all other matters relating to my employment either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to safeguard my privacy and protect my personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.

APPLICANT'S SIGNATURE — DATE SIGNED — LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE:

X _____ _____

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

SAMPLE