

**LEAF RAPIDS CONSUMER
CO-OPERATIVE LIMITED**

FROM: March 1, 2016
TO: February 28, 2022

President's Message



Dear Member,

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



LEAF RAPIDS CONSUMERS CO-OPERATIVE LIMITED

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EXPIRY DATE: FEB 28, 2022

AGREEMENT BETWEEN:

LEAF RAPIDS CONSUMERS CO-OPERATIVE LIMITED, a body corporate, carrying on business in the Town of Leaf Rapids, in the Province of Manitoba, 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 the **Collective Agreement**;
 - (b) to provide a method for settlement of disputes and grievances of all employees covered by this Agreement; and
 - (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 employed by the Leaf Rapids Consumers Co-operative Limited in any of its places of business, located in the Town of Leaf Rapids, Manitoba, except the General Manager, one (1) Assistant General Manager, one (1) Confidential Secretary, one (1) Meat Manager, one (1) Accountant/Office Manager, and those excluded by the Act.

4.02 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.

4.03 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 foregoing 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 in 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 (Exhibit One) within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days. The Union agrees that it will not request the discharge or discipline of employees except for non-payment of **Union dues and/or initiation fee.**

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 **Union dues and initiation fee.**

6.03 The Co-operative agrees to forward the form letter referred to in **sub-article 6.02** above, 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 letter, the contents to be such that it is acceptable to the Co-operative.

6.04 The Co-operative agrees to provide the Union, once a month, with a list containing the names and Social Insurance Numbers of all employees who have terminated 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 **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 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 written statement of 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 **Union dues** deducted from the employees' pay and shall indicate same on the T-4 slip for each employee no later than February 28th.

ARTICLE 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 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-article** 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 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 Seniority shall be the governing factor in the choice of vacation. The provisions contained in **sub-article** 9.10 do not apply in the application of this article.

9.06 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.

9.07 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.

9.08 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.

9.09 The Co-operative agrees to give two (2) weeks' notice prior to changing an employee's status from full-time to a part-time basis.

9.10 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.

9.11 Preference in daily 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.

9.12 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.

9.13 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.

9.14 The Co-operative shall prepare and publish a seniority list semi-annually. One (1) copy shall be posted on the bulletin board and a copy shall be **faxed or emailed** to the Union office.

In January **and July** of each **calendar** year, the Co-operative shall provide the Union with a list containing the current name, address, telephone number, classification, **department**, status and rate of pay of all bargaining unit employees.

9.15 The word "department" referred to in this **Article** shall be defined as follows:

- (a) grocery
- (b) meat
- (c) produce
- (d) administration

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 the mailing of 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. The Co-operative will notify the Shop Stewards of all such vacancies when the vacancy is posted. **The Shop Stewards shall be allowed to fax or email a copy of the job posting to the full-time Union Representative at the same time that it is posted.**

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. The Co-operative will notify the Shop Stewards of all such new positions when the new position is posted. **The Shop Stewards shall be allowed to fax or email a copy of the job posting to the full-time Union Representative at the same time that it is posted.**

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 application 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. 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 LOCK-OUTS

13.01 During the life of this Agreement, there shall be no strike, slowdown 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 in sub-section (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 in sub-section (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-article** 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 endeavor to hand down **their** decision within thirty (30) calendar days of the arbitration.

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) Steward from any one (1) department.

16.03 Shop Stewards shall be allowed to wear their Shop Steward's 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.

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.

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** 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 two (2) 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

Convention Leave/Business Meeting Leave

Employees selected as delegates to attend labour conventions or business meetings in connection with the affairs of the Union, upon giving 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 delegates to one (1).

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

18.05

Bereavement Leave

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

A one (1) day leave of absence with pay shall be granted to employees so they may attend the funeral of an 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 **or same sex partner** 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) kilometers of the town of Leaf Rapids.

The Co-operative shall grant one (1) day off without pay to any employee who acts as a pallbearer, **eulogist, officiant or active participant** at a funeral of a person who is not a member of the employee's immediate family.

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

18.06 **Jury Duty Pay/Witness Fees**

All employees summoned to jury duty, jury selection 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.

18.07 **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.

18.08 **Maternity Leave**

A female employee who has completed her probationary period **or employed for seven consecutive months, 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. As well, she must provide the Co-operative with a doctor's certificate, certifying her to be medically fit to work.

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

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

Parental Leave**(A) Entitlements**

Every employee

- (a) who,
 - (i) becomes the natural parent of a child, or
 - (ii) adopts a child under the law of a province; and
- (b) who has completed **their** probationary period **or employed for seven consecutive months, 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 **sub**-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 **sub**-article shall be reinstated in the position occupied at the time such leave commenced.

(E) Benefits provided for in this **sub**-article 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 have not taken 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.

18.11 **Compassionate Care Leave**

An employee who has been employed for at least thirty (30) days is entitled to an unpaid compassionate care leave of up to **twenty-eight (28)** weeks to provide care or support to a seriously ill family member. 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 **(1)** or more family members, as defined by the Employment Standards Code.

18.12

Domestic Violence Leave

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

Employees may use Domestic Violence Leave to:

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

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

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

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

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

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

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

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

18.14 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.

18.15 **Leave Authorization**

The employee's request and the Co-operative's decision concerning all leaves of absence referred to in this article 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 **Municipal** authorities, provided such holidays are observed by the majority of the retail businesses in the Town of Leaf Rapids.

19.02 General holidays shall be observed on days other than the calendar date when so proclaimed by Federal, Provincial or **Municipal** 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 Municipal** 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) 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 may be carried over from year to year at the option of the employee, but any such unused vacation must be taken by the end of the vacation year it was carried over into.

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 the total wages earned, 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 wages earned 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 wages earned 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 wages earned in the previous year as vacation pay.

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

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

20.09 Part-time employees with twenty-four (24) years' service or more with the Co-operative by April 30th shall be entitled to twelve (12%) percent of their total 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 employee's 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 April of each year. The finalized vacation schedule for all employees shall be posted by no later than May 15th of each year. In the event this provision comes into conflict with the Co-operative's operation, the Co-operative will make the final decision.

20.14 Vacation pay for part-time employees shall be paid during the month of May of each year 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 **Article**.

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 two (2) consecutive days or more, may elect to go on sick leave and in such cases will have the number of days that the employee was confined to home or in hospital while on vacation, rescheduled without disruption to current vacation schedules. The 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 fifty dollars (\$50.00) 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 vacation credits. This is conditional upon 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.
- (c) Meal periods shall start not earlier than three (3) hours after commencement of the employee's shift and must be completed by no later than five (5) hours after commencement of the employee's shift.
- (d) 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) 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-article 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-article 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-article 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.
- (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, except casuals, not later than 4:00 p.m. Tuesday of each week for the following week. If a new schedule is not posted by 4:00 p.m. Tuesday, then the schedule already posted shall apply for the following week.

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 of force majeure 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 (2X) 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 **Article** (i.e. the Co-operative will not pay a penalty for this type of a shift change).

The Co-operative agrees that whenever 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 two (2) 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.

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 (1 ½).

23.02 Employees shall receive double (2X) the rate of pay for all hours worked on Sunday, or the day given in lieu of Sunday.

23.03 Employees shall receive double (2X) 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 monthly and shall conduct safety tours of the Co-operative. The Committee shall be comprised of two (2) **bargaining unit employees** chosen by the Union and two (2) management persons. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board for all employees to see. **The Shop Steward shall be allowed to fax or email a copy of the meeting minutes to the Union Office at the same time that the minutes are posted.** 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-article** 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 time off with pay as required by provincial legislation for the purpose of allowing **employees** of the bargaining unit to attend safety and health 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.

24.05 The Co-operative shall pay the tuition costs of any employee who completes a first aid course that has been approved by the Co-operative.

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 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 OF PAY/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 fifty (50¢) cents per hour in addition to their regular hourly rate of pay, whichever is greater, for all time so employed. When an employee's hourly rate of pay is greater than the minimum allowed in the classification in which the employee is relieving, said employee shall receive the next highest rate to that which is the employee's normal hourly rate of pay in the classification in which the employee is relieving, or fifty (50¢) cents per hour, whichever is greater. In no event, however, shall the employee's relieving rate exceed the top rate of pay in the classification in which the employee is relieving.

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 sixty (60¢) 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 is scheduled to work twenty-four (24) hours per week or more and is required to work after 6:00 p.m., when the store is open for **evening** shopping, shall be paid a premium of sixty-five (65¢) cents per hour for all 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 to **their** regular hourly rate of fifty (50¢) 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 **fifty (50¢) cents** per hour effective date of ratification 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.

28.02 It is understood that any dinner meetings called by the Co-operative will be in addition to the above, and no payment shall be considered as due for time spent by employees at such meeting, provided that dinner meetings are not on a compulsory basis.

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

29.02 **Employees assigned responsibility for and who have control and access to cash, shall not be disciplined or discharged, unless:**

- (a) **the employee is given the opportunity of checking the money and daily receipts upon starting and completing the work shift and**
- (b) **the employee has exclusive access to the cash register during the work shifts and**
- (c) **when management exercises the right to open the cash register during the employee's work shift, the register is opened in the presence of the employee and**
- (d) **the employee is given the opportunity to verify all withdrawals and/or deposits.**

Any disciplinary action shall be subject to the normal grievance and arbitration procedures.

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 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 claim 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%) percent of their total gross earnings in the immediate previous twelve (12) calendar month period for each completed year of service, up to a maximum of thirteen (13) weeks (twenty-six (26%) percent) providing the part-time employee has completed at least one (1) year of service.

ARTICLE 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:

- (a) prior to store opening and one (1) week thereafter;
- (b) during store remodeling (maximum one (1) week);
- (c) demonstrators;
- (d) checking code dating and rotating stock;
- (e) 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. The Committee shall meet at the request of either party, for the purpose of discussing matters of mutual concern. Time spent by bargaining unit employees in carrying out the functions of this Committee shall be considered as time worked and shall be paid for by the 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 Union Office shall be provided with a copy of these minutes upon request. The Chairperson of this Committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

ARTICLE 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 employee.

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 by the Co-operative. The employee will launder and repair said uniform.

39.04 Where required, the Co-operative **shall** contribute seventy-five (75%) percent of the price or one hundred and twenty (\$120.00) dollars **(one hundred and thirty (\$130.00) dollars effective January 1, 2019)**, per pair, whichever is the lesser, toward the cost of safety shoes. This **reimbursement** shall be limited to once per year. The safety shoe **reimbursement** is only applicable to employees who have completed their probationary period.

ARTICLE 40 EMPLOYEE PURCHASE DISCOUNT BONUS

40.01 All employees who are members of the Co-operative shall receive an employee purchase discount bonus in an amount equal to two and one-half (2 ½%) percent of the total amount of goods and services they have purchased from the Co-operative in each fiscal year (November 1st to October 31st) to a maximum of **fifteen thousand (\$15,000.00)** dollars of such total purchases per fiscal year. Bonus payments shall be made to each employee who is on staff as of December 1st of each year and shall be calculated using the previous fiscal year's purchases. Bonus payments shall be issued during the month of December of each year and shall be paid in the form of a Co-operative Gift Certificate.

40.02 Employees who retire from the Co-operative shall, in the year that they retire, receive the employee purchase discount provided for in sub-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 WORKERS COMPENSATION BENEFITS

42.01 When an employee is unable to work as a result of an injury or illness incurred during the course of the employees' duties, the employee shall inform the 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.

42.02 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 43 DURATION

43.01 This Agreement shall be effective from **March 1, 2016** and shall remain in force until **February 28, 2022**, 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 , 2018.

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 Regular full-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 Regular part-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 doctor's 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, child, or parent 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, child, or parent. 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. Under such circumstances, the Co-operative agrees to pay the fee for said medical certificate to a maximum of twenty (\$20.00) dollars.

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 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 **Appendix 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 Insurance Company.

A-4 Dental Plan

A-4.01 The Co-operative will provide a 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 be six (6%) percent of earnings. The contribution rate for the Co-operative and employees hired after November 22, 2004 shall be five (5%) percent of 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 dependents. 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. The plan shall take effect after a ninety (90) calendar day waiting period. This plan shall also include vision care coverage.

A-8 Employee and Family Assistance Program (EFAP)

A-8.01 The Co-operative shall provide all employees, subject to the rules of the plan, with an Employee and Family Assistance Program. Premiums for this plan shall be paid for in total by the Co-operative.

A-9 Part-time Eligibility

A-9.01 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

<u>Clerk</u>	Current	March 1/18	March 1/19	March 1/20	October 1/20	March 1/21
Start	\$10.85	\$11.15	\$11.35	\$11.40	\$11.90	\$11.90
500 Hours	\$11.00	\$11.15	\$11.35	\$11.45	\$11.90	\$11.90
1,000 Hours	\$11.25	\$11.40	\$11.55	\$11.70	\$11.90	\$11.90
1,500 Hours	\$11.50	\$11.65	\$11.80	\$11.95	\$11.95	\$12.10
2,000 Hours	\$11.76	\$11.91	\$12.06	\$12.21	\$12.21	\$12.36
2,500 Hours	\$12.01	\$12.16	\$12.31	\$12.46	\$12.46	\$12.61
3,000 Hours	\$12.26	\$12.41	\$12.56	\$12.71	\$12.71	\$12.86
3,500 Hours	\$12.51	\$12.66	\$12.81	\$12.96	\$12.96	\$13.11
4,000 Hours	\$12.76	\$12.91	\$13.06	\$13.21	\$13.21	\$13.36
4,500 Hours	\$13.01	\$13.16	\$13.31	\$13.46	\$13.46	\$13.61
5,000 Hours	\$13.26	\$13.41	\$13.56	\$13.71	\$13.71	\$13.86
5,500 Hours	\$13.51	\$13.66	\$13.81	\$13.96	\$13.96	\$14.11
6,000 Hours	\$13.77	\$13.92	\$14.07	\$14.22	\$14.22	\$14.37
6,500 Hours	\$14.02	\$14.17	\$14.32	\$14.47	\$14.47	\$14.62
7,000 Hours	\$14.27	\$14.42	\$14.57	\$14.72	\$14.72	\$14.87
7,500 Hours	\$14.52	\$14.67	\$14.82	\$14.97	\$14.97	\$15.12

<u>Premium Rate</u>	Current	March 1/18	March 1/19	March 1/20	October 1/20	March 1/21
<u>Clerk</u>						
Start	\$10.85	\$11.15	\$11.35	\$11.40	\$11.90	\$11.90
500 Hours	\$11.04	\$11.19	\$11.35	\$11.50	\$11.90	\$11.90
1,000 Hours	\$11.33	\$11.48	\$11.63	\$11.78	\$11.90	\$11.93
1,500 Hours	\$11.62	\$11.77	\$11.92	\$12.07	\$12.07	\$12.22
2,000 Hours	\$11.90	\$12.05	\$12.20	\$12.35	\$12.35	\$12.50
2,500 Hours	\$12.19	\$12.34	\$12.49	\$12.64	\$12.64	\$12.79
3,000 Hours	\$12.48	\$12.63	\$12.78	\$12.93	\$12.93	\$13.08
3,500 Hours	\$12.77	\$12.92	\$13.07	\$13.22	\$13.22	\$13.37
4,000 Hours	\$13.06	\$13.21	\$13.36	\$13.51	\$13.51	\$13.66
4,500 Hours	\$13.35	\$13.50	\$13.65	\$13.80	\$13.80	\$13.95
5,000 Hours	\$13.64	\$13.79	\$13.94	\$14.09	\$14.09	\$14.24
5,500 Hours	\$13.93	\$14.08	\$14.23	\$14.38	\$14.38	\$14.53
6,000 Hours	\$14.21	\$14.36	\$14.51	\$14.66	\$14.66	\$14.81
6,500 Hours	\$14.50	\$14.65	\$14.80	\$14.95	\$14.95	\$15.10
7,000 Hours	\$14.79	\$14.94	\$15.09	\$15.24	\$15.24	\$15.39
7,500 Hours	\$15.08	\$15.23	\$15.38	\$15.53	\$15.53	\$15.68

<u>Produce Operator</u>	Current	March 1/18	March 1/19	March 1/20	March 1/21
Start	\$11.50	\$11.65	\$11.80	\$11.95	\$12.10
500 Hours	\$11.84	\$11.99	\$12.14	\$12.29	\$12.44
1,000 Hours	\$12.18	\$12.33	\$12.48	\$12.63	\$12.78
1,500 Hours	\$12.52	\$12.67	\$12.82	\$12.97	\$13.12
2,000 Hours	\$12.85	\$13.00	\$13.15	\$13.30	\$13.45
2,500 Hours	\$13.19	\$13.34	\$13.49	\$13.64	\$13.79
3,000 Hours	\$13.53	\$13.68	\$13.83	\$13.98	\$14.13
3,500 Hours	\$13.87	\$14.02	\$14.17	\$14.32	\$14.47
4,000 Hours	\$14.21	\$14.36	\$14.51	\$14.66	\$14.81
4,500 Hours	\$14.55	\$14.70	\$14.85	\$15.00	\$15.15
5,000 Hours	\$14.89	\$15.04	\$15.19	\$15.34	\$15.49
5,500 Hours	\$15.23	\$15.38	\$15.53	\$15.68	\$15.83
6,000 Hours	\$15.56	\$15.71	\$15.86	\$16.01	\$16.16
6,500 Hours	\$15.90	\$16.05	\$16.20	\$16.35	\$16.50
7,000 Hours	\$16.24	\$16.39	\$16.54	\$16.69	\$16.84
7,500 Hours	\$16.58	\$16.73	\$16.88	\$17.03	\$17.18

B-2 The following employees shall be overscaled and shall be paid hourly rates of pay no less than those listed below until such time as they are no longer employed by the **Co-operative** or until such time as they have been permanently assigned to a classification that provides for an hourly rate of pay that exceeds the overscaled hourly rate of pay that was being paid to them. The overscaled employees referred to above and the hourly rates of pay that are to be paid to them are as follows:

Diane Seymour	Clerk	\$19.01
Bertha Anderson	Premium Rate Clerk	\$21.76

Effective March 1, 2018, the above noted overscaled employees shall receive fifteen (15¢) cent per hour wage increase.

Effective March 1, 2019, the above noted overscaled employees shall receive fifteen (15¢) cent per hour wage increase.

Effective March 1, 2020, the above noted overscaled employees shall receive fifteen (15¢) cent per hour wage increase.

Effective March 1, 2021, the above noted overscaled employees shall receive fifteen (15¢) cent per hour wage increase.

B-3 Designated Classifications

The classifications of "Premium Rate Clerk" and "Produce Operator" shall be staffed as designated by management.

B-4 Retroactive Pay

All employees, **except those who receive the minimum wage increase effective October 1, 2018**, shall receive full retroactive pay to **March 1, 2018**, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay will be issued to each employee in the bargaining unit on paycheques that are separate and apart from the employee's normal earnings.

B-5 Northern Allowance

All full-time employees who have completed six (6) months of employment with the Co-operative and all part-time employees who have completed five (5) years of employment with the Co-operative, shall receive a Northern Allowance which shall be in addition to the employee's regular hourly rate of pay. Said Northern Allowance shall be in an amount equal to forty (40¢) cents per hour and shall be paid for all hours worked and/or paid including overtime.

B-6 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-7 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-4 until the top rate of pay is achieved.

B-8 Employees Promoted to a Higher Paying Classification

Any employee who is promoted on a permanent basis to a classification that provides for a higher rate of pay to that which was paid to the employee at the time of his or her promotion, shall be paid at the first increment step in the classification that the employee was promoted to that provides for an increase in pay for the employee. Thereafter, the employee will receive increment increases as provided for in Appendix B-4 until the top rate of pay is achieved.

LETTER OF UNDERSTANDING

BETWEEN:

LEAF RAPIDS CONSUMERS CO-OPERATIVE LIMITED, a body corporate carrying on business in the Town of Leaf Rapids, in the Province of Manitoba, 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"

RE: MEAT DEPARTMENT

On an interim basis until such time as the Co-operative employs a non-union meat manager, the two **(2)** employees who are assigned to run the meat department, and are responsible for planning, inventory, and meat cutting will be paid the following amounts:

	Current	Mar 1/18	Mar 1/19	Mar 1/20	Oct 1/20	Mar 1/21
Start	\$10.85	\$11.15	\$11.35	\$11.40	\$11.90	\$11.90
3 months	\$15.00	\$15.15	\$15.30	\$15.45	\$15.45	\$15.60
6 months	\$16.00	\$16.15	\$16.30	\$16.45	\$16.45	\$16.60
9 months	\$17.00	\$17.15	\$17.30	\$17.45	\$17.45	\$17.60

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

SIGNED THIS DAY OF , 2018.

FOR THE UNION:

FOR THE CO-OPERATIVE:

EXHIBIT ONE


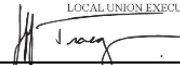
TO: THE NEW OR REHIRED EMPLOYEE:

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 No. 832**, and **Leaf Rapids Consumers Co-operative Limited** 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 new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days. The Union agrees that it will not request the discharge or discipline of employees except for non-payment of Union dues and/or initiation fee.

The 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 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 written spreadsheet statement of 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.**

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 832 Union office (1412 Portage Avenue, Winnipeg MB R3G 0V5) within 10 calendar days of your hire or rehire date.

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