

**THE MARKETPLACE  
AT LORETTE**

FROM: May 21, 2017

TO: May 20, 2021

# 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



# LORETTE MARKETPLACE LIMITED

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**EXPIRY DATE: MAY 20, 2021**

**AGREEMENT BETWEEN:**

**FCL ENTERPRISES CO-OPERATIVE (trading as THE MARKETPLACE AT LORETTE)**, in the Town of Lorette, Province of Manitoba, hereinafter referred to as the "Employer",

**AND**

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

**WHEREAS: THE EMPLOYER AND THE UNION DESIRE TO COOPERATE IN ESTABLISHING AND MAINTAINING CONDITIONS WHICH SHALL PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE EMPLOYER AND THE EMPLOYEES COVERED BY THIS AGREEMENT, TO PROVIDE METHODS FOR A FAIR AND AMICABLE ADJUSTMENT OF DISPUTES WHICH MAY ARISE BETWEEN THEM AND TO PROMOTE AN EFFICIENT OPERATION,**

**NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS FOLLOWS:**

**ARTICLE 1 NATURE OF THE BARGAINING UNIT**

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of **FCL Enterprises Co-operative (trading as The Marketplace at Lorette)**, in the town of Lorette, Province of Manitoba, save and except one (1) store manager, department managers, one (1) computer clerk, one (1) senior office clerk, and those excluded by the Act.

1.02 **Federated Co-operative Limited (FCL)** Trainees shall be excluded from the bargaining unit. The Employer agrees that not more than one (1) FCL Trainee shall be on staff at any one time unless otherwise mutually agreed between the Employer and the Union. Work schedules will not be affected by the

presence of FCL Trainees. The Employer shall provide the Union with advance written notification of any FCL Trainee who is to be so employed.

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

1.04 The Employer shall provide the Union in **January and July** of each calendar year with a list containing the current names, Social Insurance Numbers, addresses, telephone numbers, classifications, status, **birthdates**, **gender** and rates of pay of all bargaining unit employees.

## **ARTICLE 2            DEFINITIONS**

2.01 A full-time employee shall be a person who is normally scheduled to work not less than forty (40) hours per calendar week consisting of five (5) eight (8) hour work days. A minimum of ten (10) bargaining unit employees shall be employed on a full-time basis.

### **2.02                    Part-time Employee**

A part-time employee shall be a person who is normally scheduled to work less than forty (40) hours per calendar 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.

### **2.05                    Promotion**

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

2.06                    **Demotion**

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

2.07                    **Layoff**

A layoff of an employee shall be deemed to occur when an employee is removed from the work schedule for two (2) continuous weeks or more due to lack of work.

**ARTICLE 3                    NO CONTRACTING OUT**

3.01                    The Employer agrees that it will not contract out bargaining unit work to the extent that it results in the layoff and/or loss of hours of bargaining unit employees. It is agreed, however, that the Employer may contract out work involving the maintenance of store equipment, the performance of janitorial duties, and the revamping and relocation of store equipment. As well, the provisions contained in this **Article** shall not preclude the right of the Employer to allow suppliers' representatives to perform work relating to their products that are carried by the Employer, nor shall the provisions contained in this **Article** preclude the right of the Employer to purchase and sell pre-packaged or processed product to replace products that are being packaged or processed in the Employer's store.

**ARTICLE 4                    UNION SHOP**

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

4.02                    The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee **their** responsibility in regard to the payment of Union dues and initiation fees.

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



4.04                    **The Employer agrees to provide the Union, each time that it forwards the Union dues, with an electronic list containing the names and Social Insurance Numbers of all employees who have retired, on sick leave, on leave of absence, on lay-off or terminated their employment during the previous month, and those hired or rehired during this same period.**

**ARTICLE 5                    DEDUCTION OF UNION DUES**

5.01                    The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly **electronic statement** of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the **monies**, with the name change of employees.

5.02                    Each year the Employer shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip of each employee by no later than February 28th.

**ARTICLE 6                    PROBATIONARY PERIOD**

6.01                    Any employee who is hired by the Employer shall be on probation for their first ninety (90) calendar days of employment in the case of full-time and five hundred and twenty (520) hours for part-time employees. The Employer, at its 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 this Agreement. The probationary period shall be extended to take into account any period where the employee missed working days on account of illness, injury, or an unpaid leave of absence.

**ARTICLE 7                    HOURS OF WORK**

7.01                    **Work Week/Full-time Employees**

The normal basic work week for full-time employees shall be forty (40) hours per calendar week to be worked in five (5) shifts of eight (8) hours per day.

7.02                    **Consecutive Hours of Work/ Full-time Employees**

With the exception of the meal period, a full-time employee's shift for the day shall be comprised of consecutive hours of work.

7.03                    **Consecutive Hours of Work/ Part-time Employees**

With the exception of the meal period, a part-time employee's shift for the day shall be comprised of consecutive hours of work unless otherwise mutually agreed to between the employee concerned and the Employer. In each situation where a part-time employee agrees to work a split shift, one (1) portion of such shift shall be a minimum of four (4) hours in duration.

7.04                    **Weekends Off**

Full-time employees shall receive a minimum of two (2) weekends off each calendar month. One (1) of these weekends shall include a Saturday and a Sunday and the other weekend shall include a Friday and a Saturday or a Sunday and a Monday.

7.05                    **Evening Shifts**

Full-time employees shall not work more than two (2) shifts per calendar week after 6:00 p.m. when the store is open for **evening** shopping, unless they voluntarily agree to do so.

7.06                    **Work Week/ One General Holiday**

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

7.07                    **Work Week/ Two General Holidays**

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

7.08                    **Work Schedules**

The Employer shall post a bi-weekly work schedule for all employees in the bargaining unit. The schedule shall be posted not later than 4:00 p.m. Tuesday prior to the start of the two (2) week period in which it shall become operative. The schedule shall include the starting and quitting times of each shift that is to be worked by employees in the bargaining unit. The posted schedule

may be changed without notice by mutual agreement between the Employer and the employee concerned or in the event of unforeseen or unexpected circumstances such as a snowstorm, breakdown of machinery, or some other instance of force majeure. In all other cases, at least forty-eight (48) hours' notice of change must be given, or four (4) hours' additional pay at the employee's appropriate hourly rate of pay must be paid in lieu of such notice. The Employer shall provide the Union with a copy of any work schedule referred to above whenever they receive a request to do so from the Union.

7.09                    **Time Clock**

The Employer shall provide a time clock to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal and rest periods. Employees shall be entitled to review their time cards upon request. Time cards shall be made available to the Union for examination upon request.

7.10                    **Minimum Staffing Requirements**

A minimum of two (2) employees shall be on site at all times whenever work is being performed for the Employer by bargaining unit employees.

7.11                    **Hours of Work Not Guaranteed**

Except as otherwise specifically stated, nothing in this Agreement shall be construed as a guarantee of hours of work.

7.12                    **Declaration of Availability**

The Employer requires all **part-time employees to complete a Declaration of Availability** form to be filled out on a **four (4) week** basis for the **following four (4) weeks** and handed in to the Department manager two (2) weeks prior to the schedule being posted. All part-time staff must be **totally available** to work at least two (2) **Saturdays** per month and two (2) **regularly scheduled shifts until the close of their department, per week at the time the employee fills out their Declaration of Availability**. The Employer will grant requested days off except in instances where shifts remain unfilled.

7.13                    **Requested Days Off**

**Full-time and part-time employees may be granted occasional days off by filling out a Requested Days Off form which will be provided to the Department manager two (2) weeks prior to the schedule being posted. Exceptions to this will be managed on a case by case basis.**

**7.14 Employees shall have a minimum of nine (9) hours off between scheduled shifts unless otherwise mutually agreed between the Employer and the employee.**

**ARTICLE 8 MEAL AND REST PERIODS**

**8.01 Meal Periods**

- (a) A person working a daily shift of more than five (5) hours shall receive one (1) uninterrupted meal period without pay of thirty (30) minutes. The uninterrupted meal period may be extended to sixty (60) minutes if mutually agreed to between the Employer and the employee concerned.
- (b) Meal periods for all employees shall be taken at approximately the midpoint of their daily shift.

**8.02 Rest Periods**

- (a) A person working a daily shift of five (5) hours or less shall receive one (1) uninterrupted fifteen (15) minute rest period with pay.
- (b) A person working a daily shift of more than five (5) hours but less than seven (7) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in **sub-article** 8.01 above.
- (c) A person working a daily shift of seven (7) hours or more shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in **sub-article** 8.01 above. One (1) rest period shall be taken during the first half of said daily shift and the other rest period shall be taken during the second half of said daily shift.
- (d) Rest periods for all employees shall not begin until one (1) hour after commencement of work and must be completed no later than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.

8.03 Employees who are required to work overtime on the completion of their eight (8) hour shift shall receive 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 at the conclusion of each additional two (2) hours of overtime worked.

## **ARTICLE 9 OVERTIME**

9.01 All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week shall be defined as overtime and shall be paid for at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

9.02 All employees working on general holidays as designated in Article 10 of this Agreement shall be paid for the holiday as indicated in Article 10 if they qualify, plus an additional one and one-half (1½) times said hourly rate of pay for all such time worked.

9.03 Overtime shall be by mutual agreement between the employees and the Employer, with the most senior employee on the shift who has the ability to do the normal functions of the job being offered the overtime first and thereafter in decreasing order of seniority. If no employee wishes to work the overtime, the Employer shall assign the junior employee on the shift who is capable of performing the work and this person must then work the overtime.

9.04 At the employee's option, overtime shall be compensated by paying the employee for all overtime worked, or by granting the equivalent time off in lieu of payment, or a combination of the two. Where the employee has opted to take time off in lieu of overtime payment, such time off shall be granted at a time mutually agreeable to the employee and the Employer. Employees who choose to take compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) hours of paid time off for each hour of overtime worked.

9.05 No employee shall work any overtime unless it has been pre-authorized by management.

**ARTICLE 10      GENERAL HOLIDAYS**

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

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

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

10.02                    General holiday pay under this **Article** shall not be paid in the following circumstances:

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

10.03                    If a general holiday occurs during an employee's vacation, the employee at **their** discretion, shall take either an extra day's vacation with pay at a time mutually agreeable to the employee and the Employer or an extra day's pay.

**10.04                    Part-time employees shall receive General Holiday pay based on five (5%) percent of their total wages, excluding overtime, in the four (4) weeks immediately prior to said Holiday.**

**ARTICLE 11      MINIMUM SHIFT**

11.01                    Full-time employees shall be scheduled in accordance with Article 7 of this Agreement. A full-time employee shall not have **their** scheduled work day shortened, and shall not suffer any loss of pay on such day by reason of no work or insufficient work being available.

11.02 Part-time employees, when called in and who report for work and no 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 three (3) hours per day during a school day, and four (4) hours per day during a non-school day, or during summer school recess.

## **ARTICLE 12 RELIEVING RATES/TEMPORARY ASSIGNMENTS**

12.01 Any employee who relieves a person outside of the scope of this Agreement by performing specific duties of a non-bargaining unit nature that total in excess of eight (8) hours in any calendar week shall be paid a premium of eighty (80¢) cents per hour for all such time worked in excess of eight (8) hours in that week. No bargaining unit employee shall be entitled to such payment unless **they have** been specifically requested to perform such duties by the Employer.

12.02 Any employee who is temporarily assigned to work in a higher paying classification for a combined total of more than eight (8) hours per calendar week shall receive the greater of the start rate of pay for the higher paying classification or eighty (80¢) cents per hour in addition to **their** regular hourly rate of pay, for all time so employed in the higher paying classification.

12.03 Any employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive **their** higher rate of pay for all time so employed.

## **ARTICLE 13 PREMIUM PAY**

### **13.01 Sunday Premium**

Any employee who is required to work at anytime on a Sunday shall be paid a Sunday premium in addition to **their** regular hourly rate of pay in the amount of **sixty (60¢) cents** per hour for each such hour and portion of an hour worked. Sunday premium shall not be added to an employee's hourly rate of pay for the purpose of computing overtime. **Employees hired after date of ratification (May 6, 2018), by virtue of accepting employment with FCL Enterprises Co-operative (trading as The Marketplace at Lorette) constitutes the employees voluntary agreement to work Sundays, provided that this does not violate the Employment Standards Act (Manitoba).**

**13.02**                      **Evening Shopping Premium**

Employees who work twenty-eight (28) hours per week or more and are required to work after 6:00 pm, when their location is open for business, shall be paid a premium of fifty (50¢) cents per hour for all such hours worked after 6:00 pm. Premium pay for evening shopping shall not be added to an employee's hourly rate for the purpose of computing overtime.

**ARTICLE 14**            **VACATIONS**

14.01                      Each year's vacation requirements for any full-time employee to qualify for the respective periods of vacation with pay as set forth below, are that they have worked for the Employer not less than ninety-five (95%) percent of the regular full-time hours during a continuous twelve (12) month period, but time for absence from work not to include:

- (1)     the period of vacation;
- (2)     the aggregate of periods not exceeding thirty (30) working days in all, comprising:
  - (i)     time during which the employee has been authorized by the Employer to be absent from work;
  - (ii)    time in respect of which the employee files with the Employer a certificate, signed by a duly qualified medical practitioner, that the employee was unfit to work during that time, by reason of the employee's illness or injury.

Where a full-time employee does not qualify for vacation with pay as outlined above, the employee shall receive vacation pay calculated at two (2%) percent of the employee's total **gross earnings** for each week of vacation entitlement for which no vacation allowance has been paid.

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



14.03 Full-time employees who, on April 30<sup>th</sup> of each year, have one (1) year of continuous service but less than eight (8) years of continuous service with the Employer since their most recent date of hire, shall receive three (3) weeks' vacation with pay at their regular hourly rate of pay.

14.04 Full-time employees who, on April 30<sup>th</sup> of each year, have eight (8) years of continuous service but less than sixteen (16) years of continuous service with the Employer since their most recent date of hire, shall receive four (4) weeks' vacation with pay at their regular hourly rate of pay.

14.05 Full-time employees who, on April 30<sup>th</sup> of each year, have sixteen (16) years of continuous service but less than twenty-four (24) years of continuous service with the Employer since their most recent date of hire, shall receive five (5) weeks' vacation with pay at their regular hourly rate of pay.

14.06 Full-time employees who, on April 30<sup>th</sup> of each year, have twenty-four (24) years of continuous service with the Employer since their most recent date of hire, shall receive six (6) weeks' vacation with pay at their regular hourly rate of pay.

14.07 Employees entitled to two (2), three (3), four (4), five (5) or six (6) weeks' vacation and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent, or twelve (12%) percent, as the case may be, of their total **gross earnings** during the period of employment for which no vacation allowance has been paid.

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

14.09 The vacation period for all employees in the bargaining unit shall be from May 1<sup>st</sup> to September 30<sup>th</sup> of each year unless the employee requests to take **their** vacation outside of this time period. Any such request shall not be unreasonably denied by the Employer.

14.10 Employees shall be entitled to take their vacations consecutively unless they wish to have their vacation entitlements broken up.

14.11 The Employer shall post a vacation planner containing each employee's number of weeks of vacation entitlements by March 1<sup>st</sup> of each year so as to enable employees to write in their preferred vacation time. Employees shall have until March 31<sup>st</sup> of each year to write in their preferred vacation time. On April 15<sup>th</sup> of each year the Employer shall post a finalized vacation schedule which cannot be changed except by mutual agreement between the Employer and the employee concerned. Employees who wish to take their vacations prior to March 1<sup>st</sup> shall be entitled to do so and in such event must notify the Employer in advance of all such time off required.

14.12 Part-time employees shall receive a vacation pay allowance each year based on their previous year's total regular earnings paid to them during the period of May 1<sup>st</sup> to April 30<sup>th</sup> inclusive. Entitlements shall be based on years of continuous service with the Employer as of April 30<sup>th</sup> of each year as outlined below:

	<u>Employment</u>	<u>Entitlement</u>
(a)	less than one (1) year of continuous service since date of last hire.	four (4%) percent of total <b>gross</b> earnings
(b)	one (1) year or more but less than eight (8) years of continuous service since date of last hire.	six (6%) percent of total <b>gross</b> earnings
(c)	eight (8) years or more but less than sixteen (16) years of continuous service since date of last hire.	eight (8%) percent of total <b>gross</b> earnings.
(d)	sixteen (16) years or more but less than twenty-four (24) years of continuous service since date of last hire.	ten (10%) percent of total <b>gross</b> earnings
(e)	twenty-four (24) years of continuous service since the date of last hire.	twelve (12%) percent of total <b>gross</b> earnings

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

14.14 Vacation pay for part-time employees shall be paid during the month of May of each year and shall be issued to each part-time employee on paycheques that are separate and apart from the employee's normal earnings.

14.15 A part-time employee proceeding to full-time employment shall be credited with the length of continuous service with the Employer 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.

**14.16** 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 Employer reserves the right to request a medical certificate in these situations.

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

## **ARTICLE 15      MANAGEMENT RIGHTS**

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

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

**15.02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

**ARTICLE 16 NOTICE OF LAYOFF/CLOSURE**

**16.01 Notice of Layoff**

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

**16.02 Notice of Closure**

The Employer shall notify all employees who are to be affected by the permanent closure of all or any portion of the Employer's operation, twenty-one (21) calendar days prior to the effective date of such closure or shall award pay in lieu thereof.

**16.03 Severance Pay**

Any employee who is terminated due to the permanent closure of all or any portion of the Employer's operations, 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.

**16.04 Periods of time during which an employee was on approved leave of absence, sick leave, Employment Insurance, Long Term Disability or Workers Compensation Benefits, will not be counted as time worked for the purpose of calculating the severance pay.**

**ARTICLE 17 PAYMENT FOR MEETING ATTENDANCE**

17.01 When the Employer requires an employee to be present at a meeting called by the Employer, time spent at such meeting shall be considered as time worked.

## **ARTICLE 18            STRIKES AND LOCKOUTS**

18.01            During the term of this Agreement there shall be no strike, slowdown, or work stoppage on the part of the Union or employees covered by this Agreement, nor shall there be a lockout on the part of the Employer.

## **ARTICLE 19            UNION REPRESENTATIVE'S VISITS**

19.01            After notifying the appropriate on-duty management person, or duly authorized on-duty representative of management upon entering the Employer's premises, duly authorized representatives of the Union shall be entitled to visit all areas of the Employer's operations to which the bargaining unit employees normally have access for the purpose of observing working conditions, and for the purpose of interviewing and communicating with the employees on duty, and for the purpose of ensuring that the terms of the Collective Agreement are being implemented. Occasionally, and with prior approval of the Employer or designated representative, which shall not be unreasonably withheld, a Shop Steward shall be entitled to accompany the Union Representatives at all times during such visits and all such time spent by the Shop Steward during **their** scheduled working hours shall be considered as time worked. The Union Representatives shall not unduly interrupt, disrupt or stop any employee who is engaged in the performance of **their** duties.

19.02            The interview of an employee by a Union Representative shall be permitted after notifying the employee's supervisor or **their** designated representative, and shall be:

- (a)    carried on in private in a place within the Employer's premises designated by management;
- (b)    held whenever possible during the meal period or rest periods. However, when this is not practical;
- (c)    held during the employee's working hours. Time taken for such interview shall be limited to five (5) minutes and, with the approval of management, such interview may be longer than five (5) minutes, but time taken in excess of five (5) minutes shall not be on the employer's time; and
- (d)    held at such times as shall minimize interference with the employer's operation.

## **ARTICLE 20 SHOP STEWARDS**

20.01 The Employer shall recognize all Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The Employer further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to management.

20.02 Shop Stewards shall be allowed to wear their Shop Steward's badge while on duty.

## **ARTICLE 21 LEAVES OF ABSENCE**

### **21.01 Personal Leave**

A leave of absence without pay, for personal reasons, may be granted to an employee. If the leave is for a period of one (1) calendar week or more a written application must be made by the employee to the Employer and written confirmation of said leave shall be given to the employee involved by the Employer and a copy shall also be sent to the Union office. A request for any such leave shall not be unreasonably denied by the Employer.

### **21.02 Union Leave**

A leave of absence without pay to attend to Union business shall be granted to an employee. Two (2) weeks' advance notice shall be given to the Employer indicating that such leave is required and unless otherwise agreed to by the Employer no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Employer and the Union.

### **21.03 Union Convention/Conference/Education Leave**

A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Employer upon receiving a written request from the Union. Time off shall not be granted to more than one (1) employee per department to a maximum of two (2) employees overall, at any one (1) time unless otherwise mutually agreed to between the Employer and the Union, and the duration of any such leave shall not exceed seven (7) calendar days per occasion. The Union shall give the Employer written notice not less than fourteen (14) calendar days before the requested leave is to commence. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall not be unreasonably denied by the Employer.

21.04                    **Negotiation Leave**

The Employer shall allow two (2) employees time off without pay for the purpose of attending negotiations for the renewal of the Collective Agreement.

21.05                    **Jury Duty Leave**

All employees summoned to jury duty or jury selection shall be paid wages amounting to the difference between the amount paid to them for jury services and the amount they would have earned had they worked on such days, provided that such days fall on a regularly scheduled working day for that employee.

21.06                    **Witness Leave**

All employees required to appear in court as a witness on behalf of the Crown or Employer shall be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned had they worked on such days, provided that such days fall on a regularly scheduled working day for that employee.

21.07                    **Bereavement Leave**

All employees shall be granted time off from work, with pay, to a maximum of three (3) 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, stepchild, brother or sister, mother or father-in-law, brother or sister-in-law, grandparent, grandparent-in-law, grandchild, and fiancé(e).

A one (1) day leave of absence with pay in **the event of a death** of a daughter-in-law, son-in-law, aunt, uncle, niece or nephew. **Employees shall not be required to attend the funeral in order to receive bereavement leave with pay.**

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 that takes place outside a radius of two hundred (200) kilometers of the town of Lorette.

The Employer shall grant one (1) day off without pay to any employee who acts as a pallbearer, 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 Employer and the employee.

21.08                    **Maternity Leave**

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

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

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

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

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

21.09                    **Parental Leave**

(A)    **Entitlements**

Every employee

(a)    who,

(i)    becomes the natural parent of a child or assumes actual care and custody of a newborn child, or



- (ii) adopts a child under the law of a province; and
- (b) who has completed **their** probationary period; and
- (c) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave without pay, consisting of a continuous period of up to thirty-seven (37) 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 shall decide when **their** parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Employer 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 Employer 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 Employer 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.

21.10 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.

21.11 **Family Responsibility Leave**

In the event of an illness or injury occurring to an employee's spouse, parent or child, an employee may request, and if so, shall be granted a leave of absence or absences which shall not exceed three (3) days of unpaid leave in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse (including common law spouse, **same sex partner**), parent or child (including stepchild). The Employer will be given as much notice as possible in such events. An employee may utilize **three (3)** days of accumulated sick days per calendar year if they desire and have accumulated sick days in their sick leave bank for this Family Responsibility Leave.

21.12 **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 **Manitoba** Employment Standards Code.

**It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per sub-article 21.07 of this Agreement.**

21.13 **Leave Authorization**

The employee's request and the Employer's decision concerning all leaves of absence referred to in this **Article** shall be made in writing. **The Employer agrees the granting or denial of same, with reasons, shall be given within a reasonable amount of time.**

21.14 **General Leave of Absence**

**In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves of absence as provided in *The Employment Standards Code*. Eligibility for such leaves will be determined in accordance with *The Employment Standards Code (Manitoba)* and Regulations.**

## **ARTICLE 22      SENIORITY**

22.01                      Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit.

22.02                      Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all layoffs, and during all periods of sickness and/or injury.

22.03                      An employee shall cease to have seniority rights and **their** employment status with the Employer shall be terminated for all purposes if the employee:

- (a)    is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b)    voluntarily quits or resigns;
- (c)    has been laid off continuously for the lesser of fifty-two (52) weeks or a period of time equal to the employee's length of continuous service with the Employer since **their** most recent date of hire, or is called back to work after a layoff and does not return to work within fourteen (14) calendar days of receiving a registered letter sent to **their** last known address;
- (d)    is absent from work without a written leave of absence unless a satisfactory reason such as physical incapacity exists. In these circumstances the employee shall make every effort to communicate with the Employer as soon as possible;
- (e)    fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason such as physical incapacity exists. In these circumstances the employee shall make every effort to communicate with the Employer as soon as possible.

22.04                      Bargaining unit wide seniority shall be the governing factor in all matters of promotion, awarding of a new full-time position or vacancy, relieving another employee in a higher paying classification, and recall after layoff, providing the more senior employee has the ability to perform the normal functions of the job.

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

22.05 Employees from within the bargaining unit who accept a position with the Employer which places them outside of the bargaining unit shall continue to accumulate seniority for a period of three (3) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the three (3) month period if they so choose. Employees who remain outside of the bargaining unit beyond the three (3) month time limit shall keep the seniority they had immediately prior to leaving the bargaining unit in the event they eventually return to the bargaining unit but shall not in such cases accumulate any seniority for the time period that they were outside of the bargaining unit beyond the three (3) month limitation.

22.06 Seniority for full-time employees shall apply amongst full-time employees and it is agreed that all full-time employees shall have seniority over all part-time employees. Part-time employees shall have seniority only over other part-time employees. Part-time employees who become full-time shall begin accumulating their full-time seniority at that time.

22.07 Full-time employees with one (1) or more years of full-time seniority who are reduced to part-time by the Employer shall be placed at the top of the part-time seniority list. Full-time employees with less than one (1) year of full-time seniority who are reduced to part-time shall use the length of their continuous service with the Employer within the bargaining unit when determining where they are to be placed on the part-time seniority list.

22.08 The Employer shall give two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof, to any employee whose status is to be changed by the Employer from full-time to part-time.

22.09 Daily available part-time hours of work within the employee's department, or departments for those employees who are normally so employed, shall be scheduled to the most senior part-time employee first and thereafter in decreasing order of seniority, providing the employee has the ability to perform the normal functions of the job and providing the employee is available and willing to work the hours. If the Employer finds there are no available part-time employees available to work, shifts will then be assigned to employees in reverse seniority (i.e. the least senior employee first) on a rotating basis. No part-time employee shall be scheduled to work more than five (5) days per calendar week unless **they** voluntarily agree otherwise.

22.10 Part-time hours of work that become available on a temporary basis in a particular department and that cannot be worked by part-time employees already working in the department, shall be offered to other part-time employees working outside of the department on the basis of seniority with the most senior such part-time employee first and thereafter in decreasing order of seniority being offered an opportunity to work these hours. Any such employee must have the ability to be able to perform the normal functions of the job and must be available and willing to work the hours.

22.11 The word “department” referred to in **sub-articles** 22.09 and 22.10 above, shall include:

- (a) Bakery
- (b) Meat
- (c) Deli
- (d) Produce
- (e) Grocery

The “grocery department” shall include all areas of the Employer’s operations that are not part of the other four **(4)** departments.

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

**ARTICLE 23 VACANCIES/NEW POSITIONS**

23.01 Vacancies within the scope of this **Agreement** shall be visibly posted on the bulletin board 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.

23.02 New positions within the scope of this **Agreement** shall be visibly posted on the bulletin board and employees shall be allowed seven (7) calendar days in which to make a written application for this new position.

23.03 Job postings shall include the title of the position, the classification the position will be paid in, the hours it will be expected to work, the duties to be performed and the application deadline.

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

23.05 An employee transferred or promoted to a vacancy or a new position shall be on trial for 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.

## **ARTICLE 24            TECHNOLOGICAL CHANGE**

24.01            Technological change shall mean the introduction by the Employer of equipment or material of a different nature or kind than that previously used by the Employer and a change in the manner in which the Employer carries on the work that is directly related to the introduction of that equipment or material.

24.02            The relevant sections of the Manitoba Labour Relations Act shall apply whenever the Employer intends to introduce a technological change.

## **ARTICLE 25            SAFETY AND HEALTH**

25.01            The Employer agrees to establish a Joint Safety and Health Committee which shall meet quarterly during regular working hours and which shall conduct safety tours of the Employer's operation. The committee shall be comprised of two (2) **bargaining unit employees** chosen by the Union and two (2) management persons. A full-time Union Representative may also attend these meetings from time to time. 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 Employer 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.

25.02            All employees of the Joint Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with **sub-article 25.01** above.

25.03            The Employer shall allow time off with pay **as required by provincial legislation** for the purpose of allowing the bargaining unit **employees**, who are on the Joint Safety and Health Committee to attend Union approved safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. **Additional time off without pay shall be granted to the bargaining unit employees if so requested by the Union.**

25.04            In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report **their** concerns to the Joint Safety and Health Committee. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a safety and/or health hazard exists, the employee shall be entitled to refuse to perform that particular job function until such time as a person from the appropriate government agency dealing with safety and health matters has come to the

Employer's premises to inspect the concerns firsthand. During this time period the employee shall be assigned to perform other job functions that **they are** capable of doing.

25.05 A first aid station and an eye wash station shall be provided for and maintained on the Employer's premises and shall be available for employees to use when they are at work.

**25.06 The Employer shall pay the tuition costs of any employee who completes a first aid course that has been approved by the Employer.**

## **ARTICLE 26 LABOUR/MANAGEMENT RELATIONS**

26.01 A Labour/Management Relations Committee shall be appointed, consisting of a maximum of two (2) Shop Stewards from the Union, and a maximum of two (2) representatives from the Employer. The full-time Union Representative may also attend these meetings from time to time. 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 Employer. The Committee shall not have jurisdiction to interpret and/or amend the Collective Agreement.

26.02 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 Employer 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 27 WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS**

27.01 The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement and shall form part of this Agreement. Where an individual employee's hourly rate of pay is higher, such hourly rate of pay shall not be reduced by reason of this Agreement. The hourly rates of pay provided for in Appendix "B" apply to job classifications and not to individuals.

27.02 Hourly rates of pay for any new classification that may be established by the Employer and which come within the scope of this Agreement shall be the subject of negotiations, and the Employer shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new classification has been agreed upon. If the Employer and the Union cannot reach an

Agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Employer and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Employer and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

27.03 Employees shall be paid prior to noon of every second Friday, by way of direct deposit to the financial institution of the employee's choice. At the same time, employees shall be given **access to, with the ability to print,** an itemized statement of wages and deductions covering the two (2) weeks ending the previous Saturday.

## **ARTICLE 28 COURT'S DECISION**

28.01 In the event that any **Articles** or portions of this Agreement are determined to be improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

## **ARTICLE 29 MONETARY SHORTAGES**

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

## **ARTICLE 30 DISCIPLINE/DISCHARGE**

30.01 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 written **disciplinary notices** or discharged. The person referenced above is entitled to up to five (5) minutes of private consultation time with the employee who is being disciplined, during working hours. A full-time Union Representative shall be entitled to attend any such meeting providing **they are** readily available to do so.

30.02 All disciplinary meetings shall be held in private and shall take place in a location on the Employer's premises.

30.03 The affected employee, the Shop Steward who is involved, and the Union, shall be given a copy of any **written** disciplinary notice which is to be entered on an employee's personnel file and a copy of any discharge notice that is given to an employee. In all cases of discipline or discharge the Employer shall notify the affected



employee, the Shop Steward who is involved, and the Union, in writing, of the reasons for taking such action. Any such notice of discipline and/or discharge shall be given to the affected employee and the Shop Steward who is involved immediately, and a copy of said discipline and/or discharge notice shall be faxed to the Union office within a further twenty-four (24) hours.

30.04 Employees covered by this Agreement shall have access to their own personnel file, upon written request by the employee involved. Employees shall be able to obtain copies of their personnel file when requested and a copy of an employee's reply to any document contained in **their** personnel file shall be placed in the employee's personnel file. The Employer shall keep only one (1) personnel file per employee.

30.05 The Employer shall remove all written disciplinary notices from the employee's personnel file after twenty-four (24) calendar months. The Employer shall not be able to use any such disciplinary notice against the employee at a later date. This time frame of twenty-four (24) calendar months shall not include periods of layoff, periods of leave 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 and/or violence will remain on the employee's file indefinitely.

### **ARTICLE 31            ADJUSTMENT OF GRIEVANCES**

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

31.02 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within twenty-one (21) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

31.03 All grievances must be submitted in writing.

31.04 The procedure for adjustment of grievances shall be as follows:

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

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

31.05 If a satisfactory settlement cannot be reached, then upon request of either party within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 32.

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

## **ARTICLE 32      ARBITRATION**

32.01 If the Union and the Employer cannot reach a settlement, then at the request of either party, the grievance shall be submitted to an **Arbitrator**. If agreement cannot be reached within fourteen (14) calendar days in respect to the selection of an **Arbitrator** by the parties involved, the matter shall be referred to the Manitoba Labour Board who shall appoint an **Arbitrator**.

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

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

32.04 The **Arbitrator** shall receive and consider such material evidence and contentions as the parties may offer. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement.

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

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

32.07 The findings and decisions of the **Arbitrator** on all arbitral questions shall be binding and enforceable on the Union, the Employer, and on any affected employee.

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

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

### **ARTICLE 33**      **BULLETIN BOARD**

33.01 The Employer shall allow the Union to install its own bulletin board on the Employer's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of the bulletin board shall be mutually agreed to between the Employer and the Union and shall be situated in a prominent place.

**33.02 The Employer agrees that during the term of this Agreement, it will permit the Union to supply and install its decal in the location covered by this Collective Agreement, provided, however, that such decal shall first be approved by management and be located as directed by the Store Manager. Such decal shall be displayed in a prominent position.**

## **ARTICLE 34 HEALTH AND WELFARE BENEFITS REFERRAL**

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

## **ARTICLE 35 WORKERS COMPENSATION BENEFITS**

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

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

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

## **ARTICLE 36 HARASSMENT/DISCRIMINATION**

36.01 The parties agree that there should be no discrimination or harassment in the workplace contrary to law, and that they and all employees shall cooperate in efforts to ensure that there is no inappropriate behaviour. In that regard, the parties state as follows:

- (a) any employee who believes that **they have** been harassed or discriminated against is encouraged to report such misconduct to the Employer and the Union; and
- (b) such reports shall be dealt with in confidence and as expeditiously as possible, respecting the dignity of the complainant and the rights of the alleged harasser to due process.

**ARTICLE 37            EDUCATION AND TRAINING TRUST FUND**

37.01            The Employer shall contribute two (2¢) cents per hour for each hour worked by employees in the bargaining unit into the Union's Education and Training Trust Fund.

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

**ARTICLE 38            UNIFORMS AND PROTECTIVE CLOTHING**

38.01            **The Employer shall supply each full-time employee with three (3) polo shirts, each part-time employee with two (2) polo shirts, all employees with one (1) sweater, and if required, an appropriate number of smocks, hats, hairnets, meat lugs and aprons to wear during working hours. The Employer shall replace these items on an ongoing basis as the need arises and shall be responsible for all costs involved in the supplying and repairing of same. The employees shall be responsible for laundering their own polo shirts, sweaters and aprons. The Employer shall be responsible for laundering meat lugs, meat aprons, deli chef coats and smocks/aprons from the bakery.**

38.02            The Employer shall supply an appropriate number of parkas, gloves and raincoats for employees to wear during working hours. The Employer shall replace these items on an ongoing basis as the need arises and shall be responsible for all costs involved in the supplying, laundering and repairing of same.

38.03            Employees are expected to take reasonable care of all clothing received from the Employer. All such clothing that needs to be replaced from time to time must be returned to the Employer before new replacement clothing is given to the employee concerned. All such clothing must be returned to the Employer at the same time as the employee ceases to be employed by the Employer.

**38.04            Safety Footwear Allowance**

**Where required, the Employer shall reimburse seventy-five (75%) percent of the price or one hundred (\$100.00) dollars per pair, whichever is the lesser, toward the cost of CSA safety footwear. This reimbursement shall be limited to once every twenty-four (24) months. The safety footwear reimbursement is only applicable to employees who have completed their probationary period.**

**ARTICLE 39                    TRANSPORTATION COSTS**

39.01                    The Employer shall provide and pay for all forms of transportation that are to be used by employees who are required to perform work for the Employer that is away from the Employer's premises.

**ARTICLE 40                    EXPIRATION AND RENEWAL**

40.01                    This Agreement shall be in effect from **May 21, 2017**, and shall remain in effect until **May 20, 2021**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

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

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

**SIGNED THIS                    DAY OF                    , 2018.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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## **APPENDIX "A"**

### **HEALTH AND WELFARE BENEFITS**

#### **A-1 Preamble**

A-1.01 The following benefits will be arranged for by the Employer for all qualifying employees and shall be subject to the terms and conditions of their master policies and contracts. Abbreviated versions of these benefits are presented here for information purposes only. Long Term Disability Insurance, Dental, Group Life Insurance, and Extended Health Care Plans will be implemented as soon as possible following ratification of this agreement.

A-1.02 Full-time employees who have completed six (6) months of employment with the Employer and, where applicable, the eligible dependents of these employees, will be eligible to participate in the Long Term Disability Insurance, Dental, Group Life Insurance, and Extended Health Care Plans arranged for by the Employer.

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

A-2.01 A paid sick leave benefit shall accrue to each full-time employee and to each eligible part-time employee at the rate of four (4) hours for each one hundred and seventy-three (173) hours worked and/or paid until a maximum of three hundred twenty (320) hours has been accrued. Said employees shall be entitled to use such accrued sick leave for any non-occupational sickness and/or accident that is not covered by the long term disability insurance benefits provided by the Employer, and such sick leave shall be paid for at the rate of one hundred (100%) percent of the employee's regular hourly rate of pay for each hour of such absence. Sick Leave terminates when the Long Term Disability Plan becomes effective. Part-time employees shall begin accruing paid sick leave entitlements as soon as they have completed one year of employment from their date of last hire.

A-2.02 The paid sick leave benefits referred to in Appendix A-2.01 above are only intended to be used in cases of legitimate illness and/or accident. Employees who abuse these paid sick leave privileges may be subject to disciplinary action. Accumulated sick leave credits may be utilized for Doctors' appointments and dental appointments.

A-2.03 The Employer reserves the right to request a medical certificate from an employee in order to establish eligibility for sick leave benefits. The Employer shall not unreasonably request any such medical certificate and agrees to reimburse the employee for the cost of any medical certificate the Employer requests.

A-2.04 In January and July of each year, the Employer 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. Upon receiving a request from an employee, the Employer shall provide a report showing the accrual and usage which contributes to the total amount of sick leave the employee is notified about.

### **A-3 Long Term Disability Benefits**

A-3.01 Subject to the rules and regulations of the Plan, the Employer will provide eligible employees with Long Term Disability Plan (G-321) carried with the Co-operators Life Insurance Company. Premiums will be shared equally by the Employer and the employees. Benefits will take effect after a ninety (90) calendar day waiting period. Coverage shall be up to sixty (60) years of age and will be sixty-seven (67%) percent of the 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 Employer and required because of a medical condition directly attributable to pregnancy, will 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 Benefits**

A-4.01 Subject to the rules and regulations of the Plan, the Employer will provide eligible employees with a Dental Plan (G-377) carried with Co-operators Life Insurance Company. Premiums will be shared equally by the Employer and the employees.

### **A-5 Superannuation Benefits**

A-5.01 Subject to the rules and regulations of the Plan, the Employer will provide eligible employees with the Co-operative Superannuation Society Pension Plan. Employee contributions will be matched by the Employer. The contribution rate by the Employer and the employee to be applied to an employee's earnings will be seven and one-half (7.5%) percent less the Canada Pension Plan contribution rate.

A-5.02 The Employer shall make employees aware of their eligibility to participate in the plan and shall provide each such employee with an application form.



## **A-6**                      **Group Life Insurance**

A-6.01                      Subject to the rules and regulations of the Plan, the Employer will provide eligible employees with a Group Life Insurance Plan (G-369). The premiums will be shared equally by the Employer and the employees, except the premiums for dependents insurance which will be paid in full by the employees.

## **A-7**                      **Extended Health Care Benefits**

A-7.01                      Subject to the rules and regulations of the Plan, the Employer will provide eligible employees with an Extended Health Care Plan. Premiums will be shared equally by the Employer and the employees. This Plan shall also include vision care and prescription drug coverage.

## **A-8**                      **Part-time Employee Eligibility**

A-8.01                      Part-time employees who have completed six (6) months of employment with the Employer and who average twenty-four (24) hours or more per week for thirteen (13) consecutive weeks, including paid sick leave and general holiday pay, will be eligible to participate in the Long Term Disability Insurance, Dental, Group Life Insurance and Extended Health Care Plans arranged for by the Employer. If an employee's weekly hours should drop below an average of twenty-four (24) hours over a thirteen (13) consecutive week period, including paid sick leave and general holiday pay, then the employee may be dropped from said plans at the discretion of the Employer. Eligibility will not be affected by any approved leave of absence pursuant to this **Collective Agreement**.

**APPENDIX "B"**

**WAGES**

**B-1 Classifications and Hourly Rates of Pay**

<b><u>Classification</u></b>	<b><u>Effective May 21/17</u></b>	<b><u>Effective May 6/18</u></b>	<b><u>Effective May 5/19</u></b>	<b><u>Effective October 1/19</u></b>	<b><u>Effective May 3/20</u></b>	<b><u>Effective October 1/20</u></b>
<b><u>Sales/Service Clerk</u></b>						
Start	\$11.17	\$11.34	\$11.54	<b>\$11.90</b>	\$11.77	<b>\$12.15</b>
after 500 hours	\$11.44	\$11.61	\$11.81	<b>\$11.95</b>	\$12.05	<b>\$12.20</b>
after 1000 hours	\$11.71	\$11.89	\$12.10	\$12.10	\$12.34	\$12.34
after 1500 hours	\$11.99	\$12.17	\$12.38	\$12.38	\$12.63	\$12.63
after 2000 hours	\$12.26	\$12.44	\$12.66	\$12.66	\$12.91	\$12.91
after 2500 hours	\$12.54	\$12.73	\$12.95	\$12.95	\$13.21	\$13.21
after 3000 hours	\$12.82	\$13.01	\$13.24	\$13.24	\$13.50	\$13.50
after 3500 hours	\$13.09	\$13.29	\$13.52	\$13.52	\$13.79	\$13.79
after 4000 hours	\$13.37	\$13.57	\$13.81	\$13.81	\$14.09	\$14.09
after 5000 hours	\$13.92	\$14.13	\$14.38	\$14.38	\$14.67	\$14.67
after 6000 hours	\$14.46	\$14.68	\$14.94	\$14.94	\$15.24	\$15.24
after 7000 hours	\$16.13	\$16.37	\$16.66	\$16.66	\$16.99	\$16.99
<b><u>Meat Cutter</u></b>						
Start	\$16.24	\$16.48	\$16.77		\$17.11	
after 500 hours	\$16.78	\$17.03	\$17.33		\$17.68	
after 1000 hours	\$17.32	\$17.58	\$17.89		\$18.25	
after 1500 hours	\$17.85	\$18.12	\$18.44		\$18.81	
after 2000 hours	\$18.40	\$18.68	\$19.01		\$19.39	
after 2500 hours	\$18.94	\$19.22	\$19.56		\$19.95	
after 3000 hours	\$19.48	\$19.77	\$20.12		\$20.52	
after 3500 hours	\$20.02	\$20.32	\$20.68		\$21.09	
after 4000 hours	\$21.27	\$21.59	\$21.97		\$22.41	

**B-2**                            **Increment Increases**

Increment increases for all employees that are provided for in Appendix "B-1" will be applied every five hundred (500) hours (or one-thousand (1000) hours as applicable) worked and/or paid until the top rate of pay is achieved.

**B-3**                            **Retroactive Pay**

All employees shall receive full retroactive pay to **May 21, 2017** 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-4**                            **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 shall receive increment increases as provided for in Appendix B-1 above, until the top rate of pay has been reached.

**B-5**                            **Cake Decorator Premium**

Employees who from time to time are assigned to decorate cakes shall be paid a premium of one (\$1.00) dollar per hour in addition to their regular hourly rate of pay for all time spent in performing this specific job function.

**B-6**                            **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. **The wage scales above the affected start rate will also be increased so as to create a five (5¢) cent spread with the rate immediately below that rate. These adjustments will continue up the scale until such time as the Collective Agreement scale is higher than the adjusted scale.**

**B-7**

**Overscaled Employee**

**Ruth Kuxhouse shall be overscaled and shall be paid an hourly rate of pay of no less than \$17.10 until such time as she is no longer employed by the Employer or until such time as she has 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 her. Ruth Kuxhouse shall receive a one (1%) percent wage increase in each year of the Collective Agreement.**



**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 FCL Enterprises Co-operative (trading as The Marketplace at Lorette)** contain the following statements:

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

“Employer shall provide each new employee and rehire employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee **their** responsibility in regard to the payment of Union dues and initiation fees.”

“The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehire employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly **electronic** statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the **monies**, with the name change of employees.”

**Below is a sample Membership Application that should be completed immediately and returned to your Employer so they can forward it to the UFCW, Local No. 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.**

MEMBERSHIP APPLICATION		 <b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada				CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL 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 out if you do not agree.)	
PREFERRED LANGUAGE	E-MAIL ADDRESS	UNION NO./LOCATION	DEPARTMENT/NO.	DATE OF HIRE (D/M/Y)			
CLASSIFICATION	EMPLOYER NO.	FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>	PART-TIME <input type="checkbox"/>	OTHER <input type="checkbox"/>		
I hereby declare that the information provided on this application is true and correct. I agree that all monies paid by me shall be forfeited and used for the purposes of collective bargaining and handling of grievances. I authorize the United Food & Commercial Workers International Union and the United Food & Commercial Workers Local No. 832 to represent me for the purposes of collective bargaining and handling of grievances. I understand that the United Food & Commercial Workers Local No. 832 has a privacy and protection of personal information policy and 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](http://www.ufcw832.com) for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.

