

**RED RIVER
COOPERATIVE LTD.**

FROM: August 22, 2020

TO: August 21, 2025

President's Message



Dear Member,

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Traeger', with a stylized flourish at the end.

Jeff Traeger,
President UFCW Local 832



Red River Cooperative Ltd

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EXPIRY DATE: August 21, 2025

AGREEMENT BETWEEN:

RED RIVER COOPERATIVE LTD., a body corporate carrying on business in the Province of Manitoba, hereinafter referred to as the "Co-operative"

AND

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

WHEREAS: The Co-operative and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Co-operative and the employees covered by this Agreement, to provide methods for fair and amicable adjustment of disputes which may arise between them and promote efficiency and improved operations,

NOW, THEREFORE, THE UNION AND THE CO-OPERATIVE MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Co-operative recognizes the Union as the sole agency for the purpose of collective bargaining for all employees, whether full-time or part-time, coming under the provisions of this Agreement, employed in the stores owned and/or operated by the Co-operative in the Province of Manitoba, save and except one (1) Store Manager per store, one (1) Front End Manager per store, one (1) Grocery Manager per store, one (1) Meat Manager per store, one (1) Produce Manager per store, one (1) Deli Manager per store, one (1) Bakery Manager per store, one (1) Health and Wellness Advisor per store, one (1) Pharmacy Manager per store, Graduate and Undergraduate Pharmacists, and Registered Pharmacy Technicians.

1.02 In respect to Floral Supervisors, Coffee Bar Operators, **eCommerce Supervisors, Journeyperson Bakers (limit of one (1) per store where there is a scratch bakery)**, Lead Hands (one (1) per store), Order Writers, and Management Trainees in the Meat, Bakery, Produce, Deli, **Front End** and Grocery departments (limit of one (1) per department), it is agreed between the Co-operative and the Union that the Co-operative shall retain the sole right and function in respect to transfers, promotions and demotions and the Union agrees that transfers, promotions and demotions in respect to bargaining unit employees referred to in this Article shall not be subject to any arbitration as provided for in Article 26 of the Agreement.

1.03 In the event the Co-operative creates a different Management structure within a store, the Co-operative and the Union agree to meet and discuss whether a new Management position should be excluded from the Collective Agreement. In the event agreement cannot be reached, at the request of either party, the matter may be referred to arbitration in accordance with the arbitration procedure of the Collective Agreement.

1.04 It is agreed that where jointly-trusted benefits exist between the Co-operative and the Union, contributions will be made only on behalf of those who are members of the Union and those who become members of the Union.

1.05 Employees not assigned hours of work by a store, as set out in sub-article 5.08, or who work in more than one (1) store in any one (1) week, will be assigned hours of work by Division Management. The Co-operative will assign as few employees in this manner as is necessary to operate efficiently.

1.06 **Interpretation**

- (a) Whenever the word "Agreement" is used in this document, it shall mean this Collective Bargaining Agreement.
- (b) Whenever the word "part-time" is referred to in this Agreement, it shall include part-time employees and Courtesy Clerks, unless indicated otherwise.

1.07 In the event Red River Cooperative Ltd. decides to convert an existing store or open a new store under a new or an existing banner, that store shall be covered by the terms and conditions of this Collective Agreement.

1.08

Kiosks

The operation of up to three (3) kiosks per store. These kiosks may include but are not limited to preparing and selling of juice or juice bar, specialty salads, etc. These kiosks may be carried out by related parties to the Co-operative or third parties and the persons performing the tasks in these kiosks shall be excluded from the bargaining unit. However the work performed by such persons shall be limited to the tasks pertaining to such kiosks.

1.09

Creating New Classifications

Employees may be hired or selected on the basis of their qualifications, skills and abilities solely as determined by Management for positions that require a particular skill or knowledge base not currently in place in our store offering.

The Co-operative and the Union will meet to negotiate wage rates, classification titles and qualifications for these positions.

The Co-operative agrees to notify the Union, in writing, of the persons selected by the Co-operative indicating the store and the department.

ARTICLE 2 UNION SHOP

2.01 The Co-operative agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Co-operative shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, 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.

2.02 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.

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

2.04 No employee shall be discharged or discriminated against for lawful Union activities, or performing services on a Union committee outside working hours or for reporting to the Union the violation of any provisions of this Agreement.

2.05 The Union shall be provided with the following information once per four (4) or five (5) week period:

- 1) A list containing the names of employees who have terminated their employment during the previous four (4) or five (5) weeks;
- 2) A list of new appointments to full-time positions and their classification, store, department, and effective date of appointment;
- 3) A list of full-time employees reduced to part-time;
- 4) A list of status changes (for example going from Courtesy Clerk to Sales/Service Clerk) and Department Manager appointments with store, department, and effective date.

2.06 The Co-operative **shall provide the Union in January and July of each calendar year with an electronic Excel spreadsheet containing names, Social Insurance Numbers, employee numbers, addresses, telephone number(s), classifications, departments, status, birthdates, gender and hourly rate of pay of all bargaining unit employees.**

2.07 **Orientation**

A Shop Steward designated by the Union will be allowed to introduce themselves to new employees either on shift or off shift. Such time will be permitted after notifying the manager or supervisor, will not exceed ten (10) minutes and shall not unduly interfere with the employee's regular duties. A Union Representative shall also be entitled to attend any such meeting. This meeting is expected to take place during the employee's first scheduled work week. The Shop Steward or Union Representative may request from the Store Manager a list of new hires each week. Such list will be provided in a timely manner.

2.08 **Specifics of Store Management and Shop Stewards Cooperation**

- (1) **The Store Management should welcome Shop Stewards and employees in their stores bringing complaints or alleged grievances to the attention of the Store Manager.**
- (2) **The Shop Stewards must appreciate and understand the fact that the Store Manager's duty and responsibility is to run the store according to the Co-operative's policies and specifications.**

- (3) **Store Managers and Shop Stewards must jointly encourage employees in the stores to have their concerns resolved by their Department Manager, Store Manager and/or Shop Steward on matters dealing with the Agreement.**
- (4) **The Shop Stewards must, in all cases, perform their duties as employees of the Co-operative to the best of their ability, which is the main reason and purpose of their job.**
- (5) **A meeting should take place regularly, or as regularly as necessary, between the Store Manager and the Shop Stewards to discuss any concerns which the employees may have brought to the attention of the Shop Stewards.**
- (6) **The full-time Union Representatives will encourage the Shop Stewards to approach Store Managers and attempt to resolve concerns at the local store level.**
- (7) **The Store Managers should, therefore, make every speedy effort to do same.**
- (8) **If the above Store Manager/Shop Steward co-operation policy breaks down, each side, Management or the Union, will work to restore it to the intent of Article 28 of the Agreement.**
- (9) **It should be understood by Shop Stewards that, although they have an important function to perform as Shop Stewards, they should nevertheless, to the best of their ability, work to achieve the missions and objectives of the Co-operative.**

ARTICLE 3 DEDUCTION OF UNION DUES

3.01 The Co-operative agrees to deduct from the wages of **each** employee such Union dues, initiation fees **and assessments** as are authorized by the Union. The Co-operative further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first paycheque(s). Monies deducted during any month shall be forwarded by the Co-operative to the Secretary-Treasurer of the Union by direct deposit within twenty (20) calendar days following the end of the Co-operative's four (4) or five (5) week accounting period and accompanied by a four (4) week or monthly electronic remittance of the name and Social Insurance Number of the employees for whom deductions were made and the amount of each deduction.

ARTICLE 4 PROBATIONARY PERIOD

4.01 New employees shall be on a probationary period for three hundred (300) hours worked. Employees who are hired into the classification of Journey**person** Baker, Bakery Production/Meat Production, Meat Cutter or Pharmacy Assistant, shall have a probationary period of four hundred (400) hours. 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 this Agreement. It is understood that for the purpose of this Article, hours worked shall not include orientation and training hours to a maximum of an additional thirty (30) hours.

ARTICLE 5 HOURS OF WORK

5.01 The normal basic work week for full-time employees shall be **forty (40) hours per week, consisting of five (5), eight (8) hour shifts** scheduled by Management.

Current full-time employees whose current normal basic work week is thirty-seven (37) hours, will have a one-time option to remain at thirty-seven (37) hours or move to a forty (40) hour basic work week. Current full-time employees must inform the Co-operative, in writing, no later than Friday December 18th, 2020. The forty (40) hour work week for those opting in will begin week ending January 30, 2021.

For those full-time employees working thirty-seven (37) hours/week scheduled by Management as follows:

- (1) four (4) shifts of eight (8) hours each and one (1) shift of five (5),
OR
- (2) two (2) shifts of eight (8) hours each and three (3) shifts of seven (7) hours each.

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

5.03 **For those full-time employees working forty (40) hours per week, in a week in which one (1) General Holiday occurs, the basic work week shall be thirty-two (32) hours.**

In a week in which one (1) General Holiday occurs, the basic work week for full-time employees, **working thirty-seven (37) hours per week** shall be twenty-nine and one-half (29½) hours.

5.04 **For those full-time employees working forty (40) hours per week, in a week in which two (2) General Holidays occur, the basic work week shall be twenty-four (24) hours.**

In a week in which the Co-operative observes two (2) General Holidays, the basic work week for full-time employees **working thirty-seven (37) hours per week** shall be twenty-two and one-half (22½) hours.

5.05 Full-time employees will not be required to work more than two (2) evenings per week, **one (1) evening per week for those full-time Sales/Service Clerks and Pharmacy Assistants with twenty-five (25) years or more of seniority** when the store is open for evening shopping, unless they are willing to do so.

5.06 Employees shall have a minimum of ten (10) hours off between scheduled shifts, unless otherwise mutually agreed between the Co-operative and the employee.

5.07 The Co-operative will schedule full-time employees two (2) consecutive days off (Saturday/Sunday OR Sunday/Monday) once every four (4) weeks, except in the week of a General Holiday. The Co-operative shall schedule full-time employees an equal number of Saturday/Sunday or Sunday/Monday combinations off (minimum of four (4) Saturday/Sunday combinations) over the year providing the employee is desirous of same. Should a full-time employee prefer to have some other days off at the time **they** would normally be scheduled for two (2) consecutive days off, as set out above, the employee shall advise the Co-operative, in writing, by Thursday of the preceding week and, in such an event, the employee will forfeit **their** two (2) consecutive days off in that four (4) week period.

Provided the full-time employee advises the Co-operative, in writing, at least one (1) month before the commencement of **their** vacation, the Co-operative agrees to schedule one (1) of the employee's Saturday/Sunday or Sunday/Monday combinations to coincide with the employee's vacation, once per year.

5.08 **Posting Work Schedule**

1. (i) The Co-operative will post a weekly work schedule for the period of two (2) consecutive weeks.

Each week thereafter the current schedule will be removed and replaced with another schedule for the week following the week already posted. There will always be two (2) consecutive one (1) week schedules posted on the bulletin board.

Requests for time off must be received by Tuesday noon prior to the schedule covering the affected days being posted except in extremely unusual circumstances.

- (ii) **The schedule shall be posted no later than Thursday at 6:00 p.m. for the week after the following week.** If the

new schedule is not posted by Thursday, 6:00 p.m., then the schedule already posted shall apply for the week after the following week. The Co-operative has the right to call in other part-time employees, not previously scheduled to work, if required by the business, as indicated in sub-articles 9.03 and 17.14.

(iii) Schedules shall be written in order of seniority, with the most senior employee at the top of the schedule. Full-time separate from part-time. Total hours for the week will also be written for each employee. The schedule will be updated throughout the week if changes occur.

2. The schedule of employees working full-time may be changed without notice in the event of an unscheduled absence of employees or in the event of emergencies, such as snow storm, flood, breakdown of machinery, or other instances 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 straight time rate, in lieu of notice.

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

3. The Co-operative agrees to limit the scheduling of full-time employees on Saturday after 6:30 p.m. to the minimum required to properly operate the business and where such a schedule is necessary, the schedule will be rotated among the full-time employees in the department who normally perform such work.

4. **Time Sheets**

The Co-operative shall provide **an electronic swipe card** 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 periods and such other recordings as may be required by the Co-operative. Copies of employees' **swipes** will be made available to the Union upon request.

5. Any employee who for any reason fails to record all time worked in the manner required by sub-article 5.08 (4) shall be disciplined as follows:

1st violation: a written warning.

2nd violation: three (3) working days' suspension without pay during one (1) week. Full-time employees will only be permitted to work two (2) days during such a week.

For part-time employees, second violation to be one (1) calendar week up to a maximum of three (3) days.

3rd violation: two (2) weeks' suspension.

4th violation: termination of employment.

The suspension shall take place within thirty (30) days of the notification from the Union in writing or such longer period as may mutually be decided between the Co-operative and the Union, unless subject to the grievance procedure.

Any such dispute shall be subject to the Grievance and Arbitration Articles of this Agreement. Any employee terminated for the above reasons shall not be entitled to notice or pay in lieu of notice.

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

5.09

Meal and Rest Periods

Meal and rest periods will be as follows:

FULL-TIME MEAL & REST PERIODS

<u>Shift Duration</u>	<u>Number of Paid rest periods (fifteen (15) mins)</u>	<u>Unpaid meal breaks</u>
Less than six (6) hours	Two (2)	N/A
Six (6) hours or more	Two (2)	One (1) no less than thirty (30) minutes & no more than sixty (60) minutes

PART-TIME MEAL & REST PERIODS

<u>Shift Duration</u>	<u>Number of Paid rest periods (fifteen (15) mins)</u>	<u>Unpaid meal breaks</u>
Five (5) hours or less	One (1)	N/A
More than five (5) hours but less than seven (7) hours	One (1)	One (1) unpaid meal period of thirty (30) minutes
Seven (7) hours or more	Two (2)	One (1) unpaid meal period of no less than thirty (30) minutes & no more than sixty (60) minutes

- a) Full-time employees shall receive two (2) fifteen (15) minute paid rest periods per day, one in the first half of their shift, and one in the second half of their shift.
- b) Rest periods for all employees, shall not begin until one (1) hour after the 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. **For shifts of more than five (5) hours, the rest periods, or meal periods where applicable, shall not commence earlier than one and one-half (1½) hours after the start of the shift, nor less than one and one-half (1½) hours before the end of the shift.**
- c) The Co-operative and the Union agree rest periods and meal periods shall be scheduled by the Co-operative, and shall consist of uninterrupted duration.
- d) If an employee is required to work overtime on the completion of an eight (8) hour shift, and if the Co-operative does not schedule a meal period without pay, then the employee will be scheduled a fifteen (15) minute rest period with pay within half (1/2) an hour of the end of the first shift, providing the overtime is for two (2) hours or more.

5.10

Emergency Pay and Change in Work Schedule

In the event of a snow storm, a full-time employee who reports late for work, but in any event within the first three (3) hours of **their** scheduled shift, shall receive pay for **their** full shift. All other employees shall be paid only for the hours worked. It is further understood that overtime rates will not apply until an employee has completed eight (8) working hours.

In the event of fire, flood, breakdown of machinery, or other instances of force majeure, the Co-operative will endeavour to provide employment in such other of its stores not so affected.

5.11

Night Stocking

- (1) In stores where night stocking is in effect one (1) or more days per week, there will be one (1) employee appointed on night stocking crew to act as Lead Hand. A premium of **one (\$1.00) dollar** per hour will be paid to the Lead Hand for all time so appointed, including General Holiday pay and overtime. On days where the Lead Hand is not available, another employee on that shift will be given the premium.
- (2) Normal night stocking operation for full-time employees shall not exceed three (3) months over a six (6) month period. The Co-operative agrees to notify, in writing, at least one (1) week in advance, any employee scheduled to work on normal night stocking, except in the event of an emergency. Normal night stocking shall be defined as five (5) or more night shifts per week. Under unusual circumstances and by mutual agreement between Management and the employee, the time limits set forth in the above paragraphs may be changed.
- (3) The Co-operative will endeavour not to schedule Sales/Service Clerks to work the midnight shift after they have been in the employ of the Co-operative twenty-five (25) years or more, subject to the needs of the Co-operative to maintain an efficient work force.
- (4) No employee shall be scheduled to work alone on night stocking in any store, except in case of emergency.
- (5) The Co-operative agrees that employees working the night shift will not be scheduled to commence work before Sunday midnight, except in cases of emergency or by mutual agreement between the Co-operative and the employee.
- (6) There will be a minimum of twelve (12) hours between the end of the employee's day shift and the beginning of the employee's night stocking shift and also between the end of the employee's night stocking shift and the beginning of the employee's day shift

ARTICLE 6 OVERTIME

6.01 All time worked in excess of the normal, basic work week, as defined in Article 5, sub-articles 5.01, 5.03, 5.04 or the regular working day scheduled by the Co-operative, which shall not exceed the scheduled work day of the employee, as outlined in sub-article 5.01 of this Agreement, shall be paid for at the rate of time and one-half (1½) the employee's regular rate.

Part-time employees shall be paid overtime, at the rate of time and one-half (1½) their regular, hourly rate, for all hours worked in excess of eight (8) hours in a shift or **forty (40) hours per week.**

It is agreed that both daily and weekly overtime shall not be paid for the same hours. Such extra hours worked shall not be included in computing the normal basic work week.

6.02 All time worked by full-time employees on their scheduled day off, when forty-eight (48) hours' notice has not been given and no emergency exists, shall be paid for at the rate of time and one half (1 ½) of the employee's regular hourly rate for all time so employed.

6.03 All overtime must be authorized by Management.

6.04 Overtime shall be by mutual consent (subject to this Article) and shall be offered to the most senior employee on the shift, in the department and thereafter in decreasing order of seniority, providing the employee has the ability and qualifications to perform the work of the required overtime. It is further understood that the efficient operation of the business may require overtime, and in this event the most junior employees on this shift in the department, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then do the required work.

6.05 The following conditions will prevail regarding work done on Sunday:

- (a) All work done on Sunday will be at regular rates plus one (\$1.00) dollar per hour premium;
- (b) Sunday will be considered the first day of the work week for payroll purposes;
- (c) The Co-operative will staff its stores on a voluntary basis subject to this Article. It is understood that in the event that sufficient employees do not volunteer for work on Sunday, the Co-operative will have any of the following options:

- (i) obtain volunteers from another store;
 - (ii) meet with the Union to establish in a store or stores another procedure satisfactory to the Union and to the Co-operative;
- or
- (iii) hire new employees to work on Sunday. It is understood and agreed that employees hired after March 23, 2014 by virtue of accepting employment with the Co-operative constitutes the employee's voluntary agreement to work Sundays, provided that this does not violate the Employment Standards Act.
- (d) It is agreed that (b) above will not stop the Co-operative from scheduling either Saturday/Sunday or Sunday/Monday as consecutive days of rest.
 - (e) Hours of work on Sunday will not be part of the work week for the calculation of any "assurance of hours."

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

6.07 Legislation Changes – Right of Employee Not to Work on Sunday

In the event that the circumstances related to Sunday scheduling are determined to have changed by regulation, legislation or application at the Co-operative's major competitors in any of the Cities, Towns or Municipalities, where there is a Red River Cooperative Ltd. store, with respect to an employee's right not to work on Sunday, the Union agrees to meet with the Co-operative to resolve the issue so as to ensure that the Co-operative is not placed at an operational disadvantage to those competitors as a result of the change.

ARTICLE 7 JOB SECURITY - FULL-TIME EMPLOYEES

7.01 The Co-operative agrees that effective **January 1, 2021** not less than **seventeen and one-half (17.5%)** percent of all employees working in the bargaining unit, excluding Courtesy Clerks, shall be employed as full-time employees.

Effective January 1, 2023 not less than eighteen and one-half (18.5%) percent of all employees working in the bargaining unit, excluding Courtesy Clerks, shall be employed as full-time employees.

7.02 The calculation of the number of full-time jobs shall be done four (4) times per year. The calculations will occur within two (2) weeks of the end of the three (3) or four (4) period quarter (1/4) as determined by the Co-operative.

7.03 The total number of employees will be the average number of employees **(excluding Courtesy Clerks)** who work each week in the three (3) or four (4) accounting periods prior to the calculation date.

7.04 Full-time employees who are counted will be those who have full-time status on the date of the count and will include for example, employees on vacation, leave of absence (to a maximum of one (1) year unless exceeded by law), Weekly Indemnity, WCB, LTD and any other approved absence. Employees noted in this Article will be included in the count of full-time employees but will not be included in the total number of employees used to calculate the percentage. **Employees referred to in sub-article 7.04 above in the count, will not be used to reduce any current full-time employee to part-time.**

7.05 The Co-operative agrees to provide to the Union upon request, all necessary documentation and information so as to ensure that the full-time ratio is being maintained.

7.06 In the event a deficiency in the full-time ratio is determined to exist the Co-operative agrees to remedy the deficiency within four (4) weeks of the end of the last accounting period under consideration.

7.07 If the Co-operative is found to be in violation of the full-time ratio, then:

- a) **A full-time position shall be deemed to have been created and the full-time job shall be posted as per sub-article 17.21 of the Collective Bargaining Agreement; or**
- b) **A full-time employee who has been reduced to part-time by the Co-operative, subject to sub-article 17.04 (1) and, subject to the Co-operative's determination of the job that is required to be filled, such employee shall be given the opportunity for a full-time job before a job is posted.**

It is understood that if the Co-operative is short two (2) employees, then two (2) positions will be deemed to have been created. It is also understood in calculating the number of required positions that point one (.1) shall equal one (1) job.

ARTICLE 8 GENERAL HOLIDAYS

8.01 The following days shall be considered as General Holidays. An employee's pay for a General Holiday shall be as set out in sub-articles 8.03 and 8.04 below:

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 day or portion of a day generally observed by the retail grocery and meat stores and designated as a Holiday by the Co-operative.

The Co-operative may designate the Good Friday **and/or Boxing Day** General Holiday(s) to be observed in the following week for those employees who volunteer to do so provided it gives the Union twenty-one (21) days advance notice.

In situations where there are more volunteers in a department who wish to observe Good Friday **and/or Boxing Day** in the following week than are needed by the Co-operative, the senior employee will be given preference subject to the Co-operative having sufficient qualified employees on duty to efficiently operate the business. For those full-time employees who observe Good Friday in the following week they will be given either the Monday or Saturday as their day off in the week following Good Friday, unless mutually agreed to between the Co-operative and the employee. **For Boxing Day the day in lieu will be scheduled by mutual agreement between the employee and the Co-operative, the following week.**

Where mutual agreement between the Co-operative and the Union is reached, this provision may be applied to other General Holiday weeks.

8.02 In order for a full-time or part-time employee to receive pay for a General Holiday, **they** must:

- (1) not have been voluntarily absent from work on the scheduled work day prior to and following such Holiday;
- (2) have worked **their** full, regular designated weekly hours for the week in which Holidays, a Holiday, or portion of a Holiday occur, except for bona-fide illness.

Any employee on leave of absence (except employees disentitled for General Holiday pay as set out in the following paragraph) granted by the Co-operative, at the request of the employee, shall not qualify for a General Holiday with pay if **they are** absent on both **their** last scheduled work day prior to, and **their** first scheduled work day following the General Holiday.

Any **employee** receiving a payment under the Plan 1 Weekly Indemnity Benefit, **paid sick leave benefits** or Workers Compensation, for the full week in which the General Holiday(s) occurs, shall not be entitled to General Holiday pay.

- 8.03 (a) Eligible full-time employees shall suffer no reduction in their pay for a General Holiday as set out in sub-article 8.01 above.
- (b) Full-time employees working on General Holidays, designated in Article 8 of this Agreement, shall be paid the regular, hourly rate they would have received had they not worked, plus an additional double (2x) time said hourly rate for all time required to be on duty. Employees other than full-time, working on General Holidays, designated in Article 8 of this Agreement, shall be paid their regular, hourly rate they would have received had they not worked, plus additional time and one-half (1½) said hourly rate for all the time required to be on duty.

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

8.05 Part-time employees can work up to forty (40) hours during the week of a General Holiday(s). The pay employees receive, as outlined in sub-article 8.04 above, will not be included in the calculation of overtime pay for that week. This does not preclude part-time employees from receiving the appropriate rate of pay for hours worked on a General Holiday as outlined in sub-article 8.03 (b).

ARTICLE 9 WAGES

9.01 The hourly rates of wages for all employees coming under this Agreement shall be as set out in Appendix B of this Agreement. Where an individual employee's weekly or hourly wage is higher, such wage or hourly rate of wages shall not be reduced by reason of this Agreement except where specifically provided. The rates of pay provided in Appendix B will not be changed without first discussing changes with the Union.

9.02 New employees may be provided a previous experience credit to a maximum of five thousand and one (5001) hours except for Bakery Production/Meat Production classification which will be to a maximum of six thousand and one (6001) hours, in their designated classification, provided:

- i) it is comparable experience in a unionized chain retail food store; and
- ii) twelve (12) months have not elapsed since their last day worked.

The Co-operative may exceed these maximums or waive the requirements above for individual employees where in its opinion it will best serve the interest of the business. The Co-operative will be fair and reasonable when determining the amount of credit the employee will receive and agrees to notify the Union of the event where an employee is granted credit in excess of sub-article 9.02.

It shall be the responsibility of the employee to supply reasonable proof of previous experience within sixty (60) calendar days of employment. Otherwise, all claims for credit for previous experience shall be forfeited by the employee. Reasonable proof will mean that if past employment records are not obtainable, the Union records, Income Tax records, or other similar documents will be acceptable. Provided the employee has advised the Co-operative at their time of hire of the claimed credit, the hourly rate for recognized credit will be effective from the first day of employment.

9.03 **Scheduled or Call-in Time**

Employees scheduled or called in and who report for work, shall, if required to work less than four (4) hours, receive four (4) hours' pay at their regular hourly rate.

9.04 **Travel Time**

Any employee who is transferred, at the request of the Co-operative, from one (1) store to another during the regular working day, shall be paid **their** regular, hourly rate for all reasonable travelling time. Employees shall be compensated for actual expenses of public transportation or its equivalent or the actual cost of taxi fare, if such transportation is required by the Co-operative.

9.05 **Evening Shopping Premium**

All employees who are scheduled to work twenty-two (22) hours or more per week, and who are required to work after 6:30 p.m. when the store is open for evening shopping, shall receive sixty-five (65¢) cents per hour, in addition to their regular, hourly rate of pay for each quarter (1/4) hour worked after 6:30 p.m. Premium pay for evening shopping shall not be added to the employees' hourly rate for the purpose of computing overtime under sub-article 6.01.

9.06 **Night Shift Premium**

Any employee who is required to work on any day when the majority of **their** working hours fall between 10:00 p.m. and 5:00 a.m., or who starts **their** shift prior to 5:00 a.m., shall be paid a premium, in addition to **their** regular, hourly rate, of one (\$1.50) dollar and **fifty** cents per hour for all hours worked on the shift. Shift premium pay shall not be added to an employee's hourly rate for the purpose of computing overtime. The night shift premium shall be paid for all hours including General Holiday pay and overtime.

This sub-article shall not result in duplication of premiums.

9.07 **Person In Charge (PIC)**

When an employee has been designated as a Person in Charge (PIC) in the event there is no Manager on duty, the employee will receive a premium of sixty-five (65¢) cents per hour for all hours.

ARTICLE 10 RELIEVING RATES OF PAY

10.01 **Out of Scope Relief Pay**

An employee (**other than a Management Trainee**), assigned to temporarily relieve in a position which is out of the scope of this Agreement, **or provide relief to a Floral Supervisor**, for a period of one (1) day or more shall receive **one (\$1.00) dollar** per hour in addition to their hourly rate of pay.

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

10.03 Relief premiums noted above are not paid for the Manager's regular days off.

ARTICLE 11 VACATIONS WITH PAY

11.01 Full-time employees will accrue vacation hours in Kronos based on hours worked in the vacation accrual year, May 1st to April 30th, as outlined in sub-articles 11.03 and 11.13. Full-time employees who work and/or are paid by the Co-operative for at least ninety-five (95%) percent of the standard full-time hours in the accrual year will receive their full paid vacation entitlement (two (2) weeks, three (3) weeks, four (4) weeks, etc.) as of May 1st. Full-time employees who work less than ninety-five (95%) percent of the standard full-time hours in the accrual year will have only the hours they have accrued available to them as paid vacation.

Full-time employees shall be permitted to take their full vacation entitlement (two (2) weeks, three (3) weeks, four (4) weeks, etc.) whether the employee has enough paid hours to cover their full vacation entitlement or not. Full-time employees will be permitted to take a combination of paid/unpaid vacation time off. The employee will not be required to take vacation time when they have insufficient accrued paid vacation hours to cover the time off.

Absences for the purpose of the calculation above shall not include:

- (1) the period of vacation;
- (2) **leaves outlined in (i) & (ii) below** not exceeding thirty (30) working days in all, comprised of:
 - (i) time during which the employee has been authorized by the Co-operative to be absent from work;
 - (ii) time in respect of which the employee files with the Co-operative a certificate, signed by a duly qualified Medical Practitioner, that **they were** unfit to work during that time, by reason of **their** illness or injury.

11.02 Employees with less than one (1) year's service by **April 30th** will be entitled to take paid vacation time equal to the hours accrued since their start date.

11.03 Vacation entitlement for full-time employees based on years of continuous service will be as follows: (**including** part-time employees going to full-time as set out in sub-article 11.15):

one (1) or more years by **April 30th** - two (2) weeks' vacation with pay;

three (3) or more years by **April 30th** - three (3) weeks' vacation with pay;

eight (8) or more years by **April 30th** - four (4) weeks' vacation with pay;

thirteen (13) or more years by **April 30th** - five (5) weeks' vacation with pay;

eighteen (18) or more years by **April 30th** - six (6) weeks' vacation with pay.

Only employees with twenty-three (23) or more years by August 21, 2018 shall receive seven (7) weeks' vacation with pay.

11.04 Full-time employees shall be granted a minimum of two (2) consecutive weeks' vacation with pay during the months of April 1st to September 30th.

The balance of the vacation entitlement during that period shall be scheduled by the Co-operative unless otherwise agreed to between the employee and the Co-operative, except for requests for consecutive vacation under sub-article 11.06 or unless otherwise mutually agreed to between the employee and the Co-operative.

11.05 Full-time employees entitled to three (3), four (4), five (5), six (6) and seven (7) weeks' vacation with pay shall be granted said vacations consecutively, during the months of January, February, March, April, May, October and November if requested.

During the months of June, July, August, September and December, vacation with pay may be granted consecutively if mutually agreed to between the employee and the Co-operative.

A maximum of two (2) weeks' vacation may be split into single vacation days.

11.06 The vacation **year for all employees covered by this Agreement** shall be **May 1st to April 30th. Unused vacations, in whole or in part, may not be carried over from year to year, unless by mutual consent.**

11.07 **General Holiday Occurring During A Vacation**

When a General Holiday occurs during a full-time employee's vacation period, the employee will be paid for the General Holiday and will retain a vacation day for future use.

11.08 An employee's approved scheduled vacation dates will not be changed by the Co-operative without two (2) weeks' prior notice and in no event will they be changed if the employee produces evidence of more than fifty (\$50.00) dollars obligations committed, prior to the two (2) weeks' notice.

11.09 If an employee **who is covered by the Plan 1 Health and Welfare Plan or paid sick leave as outlined in Appendix F & G** becomes confined to their home or in the hospital due to serious illness or injury while on vacation, the employee may file a claim for Weekly Indemnity benefits **or paid sick leave** and the balance of the employee's vacation will be rescheduled following the employee's return to work.

11.10 **Vacation entitlements must be taken within the vacation year and shall not be carried over to the next vacation year.**

11.11 **Any employee whose employment is terminated shall be paid all unused vacation hours accrued at their current rate of pay.**

Part-time

11.12 Part-time employees will receive paid vacation hours based on their previous year's total hours worked **and/or paid (excluding vacation and overtime) May 1st to April 30th, except for the 2021 vacation year outlined in the Letter of Understanding on “Transition of Vacation Year”.**

Entitlement will be based on years of continuous service with the Co-operative to **April 30th** of each year as outlined below:

less than three (3) years -	four (4%) percent
three (3) years and more -	six (6%) percent
eight (8) years and more -	eight (8%) percent
thirteen (13) years and more -	ten (10%) percent
eighteen (18) years and more -	twelve (12%) percent

Only employees with twenty-three (23) years or more of continuous service with the Co-operative as of August 21, 2018 will receive fourteen (14%) percent.

Employees will earn paid vacation hours based on hours worked in the previous year, at the appropriate vacation accrual rate, as outlined above. The hours will be scheduled as paid time off in the current year.

Part-time employees will determine what amount of their paid vacation time is to be paid out during the week(s) that they are taking their vacation time. The maximum **number** of hours that will be paid out in each vacation week, is based on the **greater of two (2) calculations:**

- (a) **the average number** of hours per week that the employee has worked in the last twelve (12) weeks in the previous **vacation** year. Weeks in which an employee received zero (0) hours or was working on a return to work program will not be counted; **OR**
- (b) **the total number of vacation hours that were accrued, divided by the number of weeks the employee may take.**

The Co-operative will provide the employee with a calculation of the maximum **number** of hours in the month of **May** of each year. **Part-time employees may also take up to ten (10) single days of vacation in a year. Single days of vacation will be paid at seven (7) hours. If an employee has less than seven (7) hours remaining in their vacation bank, the remaining amount will be paid.**

Part-time employees may opt to have up to thirty-five (35%) percent of their total vacation hours paid out as a lump sum on the first pay day in December. In order to exercise this option, employees must inform the Co-operative, in writing, by November 1. In no event will an employee be paid out more hours than remain in their vacation bank at the time of the payout.

Part-time employees shall be permitted to take their full vacation entitlement (two (2) weeks, three (3) weeks, four (4) weeks, etc.) whether the employee has enough paid hours to cover their full vacation entitlement or not. That is, part-time employees will be permitted to take a combination of paid/unpaid vacation time off. In no event will the employee be required to take vacation time off when the employee has insufficient accrued paid vacation hours to cover the time off.

11.13 Two (2) weeks' **vacation** shall be granted **to part-time employees** during the months of June, July, August, September or December, the balance to be granted by the Co-operative in any other month, unless otherwise mutually agreed to between the Co-operative and the employee.

General

11.14 The Co-operative reserves the right to determine the vacation period for each employee, but agrees first to follow the principle of seniority, as outlined below, in giving first choice of vacation periods to senior employees. This discretion will be applied reasonably in consideration of business requirements and all other relevant considerations.

Employees shall indicate their choice of vacation during the month of February of each year. The Co-operative shall post a vacation planner containing each employee's number of weeks of vacation entitlement by February 1st of each year so as to enable employees to write in their preferred vacation time. Employees shall have until March 1st of each year to write in their preferred vacation time. The finalized vacation schedules shall be posted no later than March 15th of each year.

In all vacation related matters, including the scheduling of vacation, during the timeframe noted above, seniority will be the governing factor in awarding vacation, with full-time employees having seniority over part-time employees. Any unused vacation entitlement requests made after the timeframe noted above, shall be awarded on a first come, first serve basis, regardless of full-time/part-time status.

Part-time employees will be able to look up their vacation hours balance in Kronos at any time in order to estimate their total vacation balance as of May 1.

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

11.16 Vacation Pay During a Leave of Absence

An employee on an approved leave of absence for Maternity or Parental leave or Employment Insurance (EI) Sickness Benefits shall have their vacation hours deferred until after completion of the leave.

11.17 For the purpose of determining vacation entitlements for new employees, continuous service earned in the employment of other Co-operatives within the Co-operative Retailing System shall be counted.

11.18 All employees will earn vacation pay, as outlined in sub-articles 11.03 and 11.12 above, on all premium(s) and retroactive pay due to increment wage step increases (*e.g. employee reaches one thousand and one (1001) hours in the middle of a pay period and the amount is not updated until the following pay period*). This special vacation allocation will be paid out annually in the month of May. As a result of this special vacation payment, employees will not receive any shift premium(s) while they are on vacation.

ARTICLE 12 MANAGEMENT'S RIGHTS AND FUNCTIONS

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

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

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

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

ARTICLE 13 HEALTH AND SAFETY

13.01 The Co-operative, the Union and the employees mutually agree to co-operate in maintaining and improving safe working conditions in all of the Co-operative's stores.

13.02 The Co-operative agrees to maintain adequate heating and lighting in all of its stores.

13.03 The Co-operative agrees to ensure, as far as is reasonably practical to do so, the health and safety of the employees in all of the stores and address health and safety hazards that arise in the workplace. Employees agree to work in a safe manner respecting all safety rules and using equipment provided.

13.04 A Health and Safety Committee shall be established for each store and both the Co-operative and the Union shall appoint two (2) Committee members from each store. In addition, one (1) alternate may be appointed by the Union and one (1) by the Co-operative. The meetings will be held quarterly at a store or otherwise mutually agreed location. When urgent health and safety issues arise between the quarterly meetings and are presented to the Co-operative or the Union, the Co-operative will respond to the issue, or will convene a Health and Safety Committee meeting.

The Union or any employee may bring to the attention of the Co-operative any health and safety concerns and such issues will be addressed by the Committee. The Co-operative will act as promptly and as reasonably possible in responding to any health and safety concerns raised.

The Co-operative will endeavour to schedule Health & Safety Committee meetings during the scheduled work shift of the Committee members. Where this is not possible, employees on the Committee will be compensated at their regular rate of pay for time spent in the meeting. In such cases, the minimum call-in would not apply, but employees will be paid not less than one (1) hour's pay.

The Co-operative or Union Co-chair of the Health and Safety Committee will forward copies to the Union of all Health and Safety meeting minutes within fourteen (14) calendar days of completion of the meeting.

13.05 The Co-operative and the Union agree to share the cost of the fee for a Standard First Aid & CPR training course for any members of the bargaining unit who are on the Health & Safety Committee who wish to take same.

13.06 **Water Bottles**

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

13.07 **Anti-Fatigue Mats**

The Co-operative will continue its past practice of having effective anti-fatigue mats to be placed at the checkstands, customer service and in appropriate areas provided it is safe and reasonable to do so.

13.08 **Ergonomic Hazards**

The Co-operative recognizes the importance of eliminating or reducing ergonomic hazards in the workplace to improve workers' wellbeing and to prevent injuries.

13.09 **Notice of Injury**

In the event an employee is injured due to an event arising out of, and in the course of employment, if medically possible, the injured employee will be promptly assisted by Co-operative Management and fill out a notice of injury form. A copy of said form shall be provided to the injured employee immediately following the report of the incident. The notice of injury form will be in compliance with the Manitoba Workers Compensation Act. **In order to facilitate a prompt and safe return to work, the injured employee agrees to return the Functional Abilities Form completed by their medical practitioner, as soon as reasonably possible. Cost of all Functional Abilities Forms required shall be paid by the Co-operative.**

13.10 **Payment of Shift When an Employee is Injured During the Shift**

The Co-operative agrees to pay any employee injured during a shift for the balance of the employee's scheduled shift.

ARTICLE 14 PAYMENT FOR MEETING ATTENDANCE

14.01 When the Co-operative requires an employee to be present at a meeting called by the Co-operative, time spent at such meeting will be considered as

time worked. This provision shall not apply to meetings, where attendance by an employee is voluntary.

ARTICLE 15 UNION REPRESENTATIVE'S VISITS TO STORES

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

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

- (1) carried on in a place in the store designated by Management;
- (2) held whenever possible during the lunch period. However, if this is not practical,
- (3) 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;
- (4) held at such times as will not interfere with service to the public. No interview shall be held on Friday, Saturday, or any day after 4:00 p.m. or on the day preceding a General Holiday, except in cases of employees who work only Fridays, Saturdays, or after 3:30 p.m.

15.03 The Union Representatives shall not discuss grievances with the Store Manager. Such matters shall be presented to the Co-operative in accordance with the provisions of Article 25 of this Agreement.

15.04 Union Representatives shall be permitted to review the hours of work schedule and in the event of any discrepancies, they shall be presented under Article 25 of this Agreement.

15.05 Union Representatives shall be permitted to have a maximum of five (5) minutes with the Shop Steward(s) on duty when servicing. The Union Representative will notify the Manager on duty prior to this meeting taking place.

ARTICLE 16 LEAVES OF ABSENCE

16.01 The Co-operative agrees to allow time off work without pay for up to eight (8) employees in the bargaining unit, with no more than one (1) per department, elected to attend Union conventions or courses. One (1) employee per store may be designated to attend negotiations, or to attend Union business, for a period of not more than fourteen (14) calendar days. **The Co-operative will pay said employees 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.**

 The Union will give the Co-operative a minimum of two (2) weeks' notice in regard to such requests.

16.02 Any employee with one (1) year or more of service with the Co-operative may request a leave of absence, without pay, of up to four (4) weeks. The request shall be made in writing, giving full details, and same shall be considered by the Management on an individual basis. The granting of such requests shall not be unreasonably withheld by the Co-operative.

16.03 Upon two (2) weeks' prior notice in writing from the Union, the Co-operative agrees to grant a leave of absence of up to one (1) year to a maximum of one (1) employee who is elected or appointed to a full-time position in the Union. Such leave of absence shall be without pay or other benefits. The Union agrees to notify the Co-operative at least two (2) weeks in advance of the employee's return to work for the Co-operative.

16.04 Maternity Leave / Parental Leave / including Adoption Leave

A. Maternity Leave

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

In cases of a disabling medical condition, 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 condition.

Accumulated paid sick leave and/or Plan 1 Weekly Indemnity Benefits required because of a disabling medical condition directly attributable to pregnancy, shall be granted to qualified employees under the same conditions as these benefits are granted to other disabled employees who qualify under the terms of the Plan(s).

B. **Parental Leave / Adoption Leave**

(1) **Entitlements**

Every employee who has been in the employ of the Co-operative for seven (7) months and

- (a) who,
 - i) in the case of a female employee, becomes the natural mother of a child,
 - ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
 - iii) adopts a child under the law of a Province; and
- (b) who submits to the Co-operative an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

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

(2) **Commencement of Leave**

Except as indicated below, 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. Parental leave for natural mothers must commence immediately on the expiry of maternity leave, unless the Co-operative and the employee agree otherwise.

(3) Late Application for Parental Leave

When an application for parental leave under sub-article (1) above is not made in accordance with sub-article (b), the employee is nonetheless entitled to, and upon application to the Co-operative shall be granted parental leave under this Article for the portion of the leave period that remains at the time the application is made.

C. Reinstatement of Employee

- (1) An employee who wishes to resume employment on the expiration of any of the leaves granted in accordance with this Article shall notify the Co-operative in advance of not less than three (3) calendar weeks of the day **they** intend to return to work. The employee shall be reinstated in the position occupied by **them** at the time such leave commenced, or in a comparable position with not less than the same wages and benefits. In the event that an employee takes only maternity leave, said employee must provide the Co-operative with a Doctor's Certificate certifying her to be medically fit to work.
- (2) Seniority will continue during the leave and benefits accumulated prior to the leave will be maintained and not paid during the leave, except that employees who qualify under Plan 1 **or Co-operators benefits (as outlined in Appendix F & G)** may elect to continue to pay the premium themselves during their leave.

16.05 The requesting and granting of leaves of absence shall be in writing.

16.06 Family Responsibility Leave

In the event of an illness or injury occurring to an employee's spouse, an employee may request, and if so, shall be granted a leave of absence or absences which shall not exceed five (5) 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 **or same sex partner**), parent or child (including stepchild **and foster child**). The Co-operative will be given as much notice as possible in such events.

16.07

Compassionate Care Leave

An employee who has been employed for at least ninety (90) 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 or more family members, as defined by *The Employment Standards Code of Manitoba C.C.S.M. c. E110 and Regulations*.

It is understood that should a death occur during or after the Compassionate Care leave, the Compassionate Care leave would end and the employee shall be eligible for bereavement leave as per sub-article 16.08 of this Agreement.

16.08

Bereavement Pay

After six (6) months of employment, employees shall be granted time off from work, with pay, to a maximum of five (5) scheduled work days, in the event of death of an employee’s spouse, common-law spouse, **same sex partner**, child or stepchild **or foster child** or three (3) scheduled work days in the event of death of any other immediate family member.

The term "immediate family" shall mean parent, brother or sister, mother- or father-in-law, sister-in-law, brother-in-law, **daughter or son-in-law**, grandparents, stepparents and grandchild.

One (1) day off, with pay, will be granted to an employee in the event of the death of **their** aunt, uncle, niece, nephew or grandparent-in-law.

Employees shall not be required to attend the funeral in order to receive bereavement leave however, such leave must be taken in conjunction with the death, funeral or related memorial service unless otherwise mutually agreed.

16.09

- (1) The Co-operative shall provide one (1) day off without pay, to a person who attends a funeral of a person who is not a member of the employee’s immediate family.
- (2) When the employee is required to travel more than five hundred (500 km) kilometers to attend the funeral of an immediate family member, the employee shall be granted an additional day off work without pay.

ARTICLE 17 SENIORITY

Full-time

17.01 Seniority for full-time employees shall be defined as "the length of continuous service with the Co-operative as a full-time employee".

17.02 Seniority shall be considered broken and services terminated if an employee:

- (1) is duly discharged by the Co-operative and not reinstated through the Grievance and/or Arbitration procedure of this Agreement;
- (2) voluntarily quits or resigns;
- (3) has been laid off continuously for a period of more than six (6) months or is called back to work after a lay off and does not return to employment within the time as set out in sub-article 17.04 (2);
- (4) is absent from work without a written leave of absence, unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the Co-operative shall be considered a satisfactory reason;
- (5) fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the Co-operative shall be considered a satisfactory reason.

17.03 Unless merit, fitness and ability of an employee is greater than other employees regularly working full-time involved, length of continuous service with the Co-operative shall govern in cases of promotions.

Seniority with the Co-operative shall govern in case of layoff, reduction to part-time employment and rehire, providing the employee involved has the ability to perform the normal functions of the job required.

17.04 Employees regularly working full-time laid off or reduced to part-time in accordance with the above provision by the Co-operative shall be recalled to work in order of length of service with the Co-operative, provided:

- (1) no more than six (6) months has elapsed since the last day worked by the employee, and

- (2) the employee reports for duty within twenty-four (24) hours from time of recall, and
- (3) the employee is capable of performing the work.

17.05 Employees regularly working full-time, rehired within six (6) months of their lay off, shall retain their previous length of service for the purpose of this Article.

17.06 The six (6) month and twenty-four (24) hour deadlines contained in sub-articles 17.04 (1) and 17.04 (2) above, respectively, shall be extended if upon recall an employee is unable to report due to illness or accident. Any extension granted shall only be for the duration of the illness or incapacity from accident and the Co-operative may require the employee to provide written confirmation from a Doctor of such illness or accident.

17.07 In the event an employee's status changes from full-time to part-time either at the direction of or with permission of the Co-operative, **their** seniority date would be **their** part-time seniority date effective at the time of the appointment to full-time. **The employee would also retain their hourly rate of pay at the time of the status change.**

When an employee's full-time status is changed to part-time status due to circumstances of maintaining an efficient operation, subject to sub-article 17.03, it is understood that such employee shall first be given an opportunity to return to **their** previous full-time job in **their** classification.

17.08 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.

17.09 The Co-operative, when reducing hours of work in a store, agrees they will not reduce the regular scheduled hours of a full-time employee for the purpose of replacing such hours with part-time help.

17.10 **Part-time Seniority**

- (a) Seniority for part-time employees shall be defined as the length of service with the Co-operative from the employee's date of promotion to part-time from Courtesy Clerk or if hired directly as a part-time employee since the employee's most recent date of continuous employment as a part-time employee. Part-time employees will have seniority within the part-time seniority list in the store, subject to sub-articles 17.23 and 17.25.
- (b) Seniority for Courtesy Clerks shall be defined as the length of service with the Co-operative since their most recent date of

continuous employment as a Courtesy Clerk. Courtesy Clerks will have seniority within the Courtesy Clerk seniority list in the store, subject to sub-articles 17.23 and 17.25.

- (c) The exercise of seniority by part-time employees and Courtesy Clerks shall be subject to the other applicable Articles in the Agreement.

17.11 Part-time employees shall not be employed or scheduled to the extent that it results in the displacement or prevents the hiring of full-time employees.

17.12 a) When a part-time employee works or is paid the basic work week for thirteen (13) consecutive weeks a full-time position shall be deemed to have been created, and shall be filled according to sub-article 17.20. This shall not apply to part-time employees who are relieving due to maternity **or parental leave**, paternity, adoption, sick leave, WCB, Union leave, any other authorized leave of absence or other employees assigned for a specific project or group of assignments. In such cases, it is the intent of the Co-operative to notify the Union in advance of the start date of the assignment or project along with a list of the employees and the anticipated duration.

- b) Notwithstanding this Article the Co-operative will be under no obligation to fill jobs in excess of the minimum ratio referred to under Article 7.

17.13 a) In scheduling or calling in part-time employees hired or promoted on or after April 1, 2002, preference in the amount of available hours of work in a week shall be given to senior part-time employees within the department insofar as this is consistent with their availability and willingness to perform the work, providing they have the ability to perform the normal functions of the job. If a senior part-time employee refuses to work a shift scheduled by the Co-operative, the Co-operative may, at its discretion, give the next employee in line of seniority the available hours for that week. This shall be intended to mean that the senior part-time employee is to be offered and/or receive more hours than junior employees, unless an employee is unavailable to work said hours. It is not intended to permit the Co-operative to schedule most employees the same number of hours of work.

- b) In scheduling or calling in part-time employees (except Courtesy Clerks) hired or promoted before April 1, 2002, preference in the amount of available hours of work in a day shall be given to senior

part-time employees within the department insofar as this is consistent with their availability and willingness to perform the work, providing they have the ability to perform the normal functions of the job.

- c) **Effective June 27, 2021, part-time Sales/Service Clerks, Pharmacy Assistants and Courtesy Clerks, with twenty-five (25) years or more of seniority will not be required to work more than two (2) evenings per week when the store is open for evening shopping, unless they are willing to do so. In order to exercise this right, employees must have un-restricted availability. By exercising this right under the Collective Agreement, it will not negatively impact the employee's rights to be scheduled as outlined in (a) and (b) above. Employees who wish to waive this right may indicate this on their Declaration of Availability.**

17.14 **Call-in time:** Call-in time is defined as any time four (4) hours or more are required to be worked, which do not appear on the regular schedule either due to business conditions or the non-scheduled absence of employees.

A call-in on any day will be allocated to the senior employee in the job in the department who is capable of performing the normal functions of the job:

- a) who is not working on the same shift and has not worked eight (8) hours on that day;
- b) who is willing to perform the work and can be contacted with regard to the work;
- c) such allocation will in no event result in overtime.
- d) Employees who are part-time will be offered a call-in, when available, on the sixth (6th) day in a week.

17.15 The Co-operative agrees to schedule, to the extent that it is practicable, fifty (50%) percent of part-time employees who are required by the Co-operative and who are available to be scheduled in a week in the store, exclusive of Courtesy Clerks, a minimum of twelve (12) hours per week.

17.16 **Declaration of Availability:** All part-time employees are required to complete an availability form (including Courtesy Clerks), **as provided by the Co-operative**. This form would indicate the following information:

- the days **of the week** the employee is available to work;
- whether the employee does not wish to take call-in shifts.

Effective Tuesday January 26, 2021, the Declaration of Availability for each employee shall be made by noon of the second Tuesday of each **six (6) weeks** for the following **six (6) weeks**. If an employee fails to change **their** Declaration of Availability by Tuesday noon, the existing Declaration of Availability previously on record for this employee shall be automatically renewed for the **next six (6) weeks**.

Copies of employees' Declarations of Availability will be made available to the Union upon request.

17.17 **Minimum Acceptable Availability for all Part-time Employees**

- (a) Totally available on Saturdays;
- (b) Available two (2) or more shifts in a week. A shift is defined as a shift regularly scheduled by the Co-operative until the close of the department at the time the employee fills out **their** Declaration of Availability. The Co-operative agrees that if a change occurs on the regularly scheduled shifts that affect an employee's availability, **they** will be given an opportunity to amend the Declaration solely to adjust for that change.
- (c) As an alternative to (a) and (b) noted above, the minimum availability for part-time employees will be either totally available on Saturdays and Sundays OR totally available for shifts on Monday through Friday. A shift is defined as a shift regularly scheduled by the Co-operative until the close of the department at the time the employee fills out their Declaration of Availability. An employee who wishes to elect an alternate restriction under this sub-article must provide the Co-operative a minimum of four (4) weeks' notice and must commit to no change in their Declaration of Availability for a period of twelve (12) consecutive weeks. The Saturday and Sunday unavailability alternative is not available during the months of June, July and August.
- (d) An employee's Declaration of Availability will not prevent an employee from obtaining an occasional Saturday off or requesting a day(s) off during the period that they have declared themselves previously available. The employee's request shall be for bona fide personal reasons (e.g. Students writing exams, child care arrangements, family responsibilities, illness, injury or leave of absence). **These requests may be granted by filling out a Requested Days Off form which will be provided to the Department Manager. Requests for time off must be received by Tuesday noon prior to the schedule covering the affected days being posted. Exceptions to this will be managed on a case by case basis and will not be unreasonably denied.**

17.18 The Co-operative agrees that it will not schedule an employee outside of the period that the employee indicated they were available to work (as in sub-article 17.16) unless the employee has agreed to same or except as follows below:

In the event that the Declaration of Availability of the employees in the store results in insufficient qualified employees to staff the store on a given day, the Co-operative agrees to notify the Union of the deficiency. The Union agrees to cooperate to seek a remedy and solicit the cooperation of the employees. If the parties are not able to resolve the shortage, the Co-operative will have the right to schedule sufficient qualified employees outside of their availability in reverse order of seniority provided that at least seven (7) days' notice is given to the affected employee(s).

17.19 Hours worked or paid will be considered as hours worked for the purpose of satisfying the minimum guarantees in sub-article 17.15.

17.20 Cross Department Work

(a) Current Gimli & Stonewall Locations ONLY

The Co-operative and the Union agree that for the purpose of efficiently operating the business, Sales/Service Clerks that are not maximized in their home department may, by mutual agreement, be scheduled available hours in other departments as required by the Co-operative. It is understood that the employee's seniority date will apply only to their home department, and will not apply to the secondary department where the available shifts may be. This will not be seen as a guarantee of full-time or any number of hours per week.

Staff in the receiving department must be scheduled for any additional available shifts before hours are scheduled to an employee from outside of the department.

(b) All Other Locations

The Co-operative and the Union agree that for the purpose of efficiently operating the business for short term relief, Sales/Service Clerks that are not maximized in their home department may, by mutual agreement, be scheduled available hours in other departments as required by the Co-operative. It is understood that the employee's seniority date will apply only to their home department, and will not apply to the secondary department where the available shifts may be. This will not be seen as a guarantee of full-time or any number of hours per week.

Staff in the receiving department must be scheduled for any additional available shifts before hours are scheduled to an employee from outside of the department.

- (c) **In all stores, employees other than Sales/Service Clerks may also, by mutual agreement, be scheduled available Sales/Service Clerk hours in other departments, at the appropriate Sales/Service Clerk rate of pay, following the provisions outlined in (a) and (b) above.**

17.21

- (a) **Job Posting:**

When a full-time position within the scope of the bargaining unit (as specified in **sub-articles** 1.01 and 1.02) becomes permanently vacant and the Co-operative determines that the position is to be filled, the Co-operative agrees to fill said vacancy from part-time employees who have made an application in writing to the Co-operative as indicated below. The vacancy shall be filled with part-time employees in the same classification providing the senior applicant can perform the normal functions of the job in a competent manner.

- (b) Ability to perform the normal functions of the job in a competent manner shall mean that the employee involved is competently performing the normal functions of the job following a training and trial period of thirty (30) days worked. Should the employee choose to step down before the completion of the thirty (30) days worked, **they** may do so, or should the employee not be able to perform the normal functions of the job in a competent manner, the Co-operative may return the employee to **their** previous job before the completion of the thirty (30) days worked. In either event, **they** would return to **their** previous position and wage rate without loss of seniority.

The Co-operative shall then make a second selection for the training and trial period from the next senior applicant that remains on the list from the original posting.

- (c) The job posting shall contain:
 - (i) classification;
 - (ii) the store location and department;
 - (iii) the closing date of the posting.
 - (iv) the target effective date of the position.

- (d) The full-time positions which are posted shall be posted according to the following procedure:
- (i) Vacant position(s) shall be posted in all stores in the bargaining unit for a period of ten (10) calendar days. A copy of the posting shall be forwarded to the Union at the time of the posting. The posting shall be signed and dated by the Store Manager or Management designate and the Shop Steward (or another member of the bargaining unit in their absence) on the date of posting to confirm that the posting is publicly displayed for the required period. The posting shall be returned to the Human Resources Department at the end of the posting.
 - (ii) Employees wishing to apply for the full-time position posted shall do so on a form provided by the Co-operative, and shall give said application form to the Store Manager, or Management designate, no later than 4:00 p.m. on the tenth (10th) day, who shall sign it to verify that the employee has made said application for the job posting.
 - (iii) A copy shall immediately be sent to the Human Resources Department, a copy shall be sent to the Union office and a copy shall be retained by the employee making the application.
 - (iv) Employees on an approved absence such as WCB, WI, LTD, Maternity or Parental leave, LOA or vacation will be eligible to apply for a full-time job posting while on leave provided the employee can return to work within thirty (30) calendar days and can perform the job in a competent manner, as indicated above. The employee may also provide the Co-operative with written notification prior to going on leave to advise that they are applying for any job postings occurring during the duration of their LOA/vacation. The Co-operative shall have the right to temporarily fill the full-time vacancy until said successful applicant returns to work.

- (v) The name of the successful applicant, along with their seniority date, will be posted in all the stores in the bargaining unit within fifteen (15) days of the original posting. The Co-operative will forward a copy to the Union and will notify the successful applicant.
 - (vi) The Co-operative will assign starting dates of group postings as close together as possible recognizing that operational and availability variables may exist, but in any case within fifteen (15) days of the closing of the posting. The seniority dates of the successful applicants in multiple postings will be ranked based on their original continuous date of hire. This process in itself will reduce the likelihood of common promotion dates.
 - (vii) The rate of pay for successful applicants shall be as outlined in Appendix "B" of the Collective Bargaining Agreement. This will also apply to over-scale employees as per Appendix B-13.
 - (viii) If no one from the classification applies for the posted position, the Co-operative may fill the job at its discretion, subject to the normal fair and reasonable requirements under the contract and under normal labour legislation, provided the senior employee can perform the normal functions of the job in a competent manner as per sub-article 17.21 (b) - before filling the job at its discretion.
- (e) The Co-operative will discuss with the Union new departments that may arise.

17.22 Seniority Ranking of Part-time Employees with the Same Hiring Date in a Store

When two (2) or more part-time employees or Courtesy Clerks are hired or promoted on the same date, the Co-operative shall rank employees, numerically by CRS ID.

The names of employees who are given a seniority ranking shall be forwarded to the Union on a monthly basis as required.

The Co-operative agrees to provide CRS ID number(s) for the purpose of verifying seniority.

This ranking will also occur as stated above when a part-time employee is transferred to another store where two (2) or more employees have the same continuous date of hire.

17.23 In the event a part-time employee is transferred to another store, the employee will retain **their** most recent date of continuous employment as **their** seniority date within the store to which **they are** transferred. It is understood that the Co-operative has the sole right to grant or deny transfers based on their assessment of the efficient operation of the business, except as indicated in sub-articles 17.25 and 17.26.

When a part-time employee is transferred by the Co-operative to another store, such transfer will not result in a loss of hours in the six (6) weeks immediately following the transfer.

In order to determine if hours were lost, a period of thirteen (13) full calendar weeks immediately prior to the transfer will be used. Full calendar weeks where an employee was absent due to illness or injury will not be counted to a maximum of four (4) weeks.

17.24 **Zero (0) Hours for Four (4) Months**

Any part-time employee who has no working hours for a consecutive four (4) months period shall be dropped from the Co-operative's payroll records and the employee's services terminated, unless such absence is due to illness or injury.

17.25 **Zero (0) Hours for Four (4) Weeks**

A part-time employee with more than two (2) years' service who receives no hours of work for four (4) consecutive weeks or more may exercise **their** seniority and displace the most junior employee in the same classification and department in another store. Said employee will carry **their** Co-operative seniority to the other store for the purpose of scheduling.

Seniority - General

17.26 Any full-time or part-time employee who is laid off or fails to receive hours of work to which **they are** entitled, according to the foregoing, shall be compensated for the hours involved in any violation at **their** regular rate of pay.

17.27 The Co-operative agrees to provide the Union every six (6) months, and upon written request from the Union which will not exceed once every three (3) months, with:

- (1) a seniority list of full-time employees
- (2) a seniority list of part-time employees on a store-by-store basis;
- (3) a seniority list of Courtesy Clerks on a store-by-store basis.

17.28 **Any** employee will be given two (2) weeks' notice of transfer to another store unless an earlier date is mutually agreed to between the parties, or in the event of emergency as defined in sub-article 5.08 (2).

17.29 **Greater Flexibility in Hiring**

To provide greater flexibility in the development and hiring of employees for supervisory positions, one (1) part-time employee or one (1) full-time employee per department may be selected for back-up relief, or filling of a supervisory vacancy.

The Co-operative agrees to notify the Union, in writing, of the persons selected by the Co-operative for this program indicating the store location and the Department.

Individuals will be selected on the basis of their qualifications, skills and abilities solely as determined by Management.

The use of back-up, relief employees, full-time or part-time, will not result in the reduction of the normal hours of any employees in said department.

Back-up, relief or filling of a vacancy shall only apply to the Grocery, Front End, Deli, Meat, Produce, Bakery and Floral Departments and new departments, as mutually agreed between the Co-operative and the Union.

17.30 **Transfer to Another Department**

- (a) **Any** employee will be considered for a transfer to another department in the store, providing the employee has made such request in writing with a copy to the Union.
- (b) The transfer referred to above shall apply for a part-time employee going to another part-time position in another department **or full-time employees going to another full-time position in another department.** In order for a request for a transfer to another department to be considered, a vacancy in the receiving department must exist created by a transfer, resignation, retirement or termination of another employee.
- (c) The employee's request will be considered on the basis of seniority and ability. The Co-operative will be fair and reasonable in considering requests for a transfer.

- (d) Employees granted a transfer will be on a trial period of up to thirty (30) calendar days to demonstrate their ability to perform the normal functions of the job in a competent manner. In the event they are unable to perform the normal functions of the job in a competent manner the employee will be returned to their former position and rate of pay.
- (e) **Any employee who is moving to a different department, but remaining in the same classification will retain their current rate of pay and classification hours.**

Any employee who is moving from one classification to a higher paid classification as a result of a transfer shall be paid at the first increment step in the classification the employee is transferring into that provides for an increase in pay for the employee. Thereafter, the employee shall receive rate increases every five hundred (500) hours as provided for in Appendix B, until the top rate of pay in that classification has been reached.

Any employee who is moving into a lower paid classification and no step exists on the new wage scale that would provide for an increase in pay, the employee shall receive the top rate of pay for that classification.

Overscale employees who transfer to a new classification will maintain their overscale rate of pay, unless the employee is moving to a classification where the rates of pay on that wage scale would allow for a wage increase. If the employee does move to the new scale, the employee shall be paid at the first increment step in the classification the employee is transferring into that provides for an increase in pay. Thereafter, the employee shall receive rate increases every five hundred (500) hours as provided for in Appendix B, until the top rate of pay in that classification has been reached.

- (f) The above shall in no way affect or be in conflict with the part-time employee's rights under sub-article 17.21. The above will not prevent the Co-operative from filling the needs of a Department by making transfers.

17.31**Transfers to Another Store**

No employee working outside of the perimeter of Winnipeg will be forced to transfer into a store inside the perimeter of Winnipeg unless mutually agreed between the Co-operative and the employee. This will also apply to employees within the perimeter of Winnipeg being transferred to a store outside of the perimeter.

For this clause only the Red River Co-op in St Norbert is included in the grouping of stores within the perimeter of Winnipeg. Should a transfer to St. Norbert from a Winnipeg location not be feasible for an employee due to transportation concerns, the full-time Union Representative, the employee and Human Resources from the Co-operative will meet to discuss giving consideration to the issues raised by the employees through meaningful discussions with the goal of finding a solution, prior to the transfer. At no time will an employee be forced to transfer to St. Norbert from a Winnipeg location before this meeting takes place. Where agreement cannot be reached regarding a permanent transfer, the parties agree that the transfer will be temporary, up to a maximum of three (3) months. When the employee's three (3) month maximum is completed, said employee will return back to their previous position at their previous store.

If an employee transfers to another store, either by the decision of the Co-operative (as outlined in sub-articles 17.23 and 17.28) or by mutual agreement of the parties, the employee will retain their seniority, wage rate and any other applicable rights previously accrued under the Collective Agreement.

If an employee is forced to transfer to another store as per sub-articles 17.23 and 17.28, the Co-operative will take into consideration store location in proximity to the employee's home.

The Co-operative agrees to consider requests for part-time employees to transfer to another store for the purpose of receiving additional hours of work.

17.32

Full-time employees may request and may receive two (2) days off per month from Monday to Friday as part of their regular days off in order to attend to family and personal responsibilities. To be considered, the request must be made before the schedule for the affected week is posted. These requests will not be unreasonably denied after considering the operational requirements of the business as determined by the Co-operative.

17.33

JLM Committee

The Co-operative and the Union agree to participate in JLM Committee meetings on a regular basis to discuss issues of interest to either side. The Committee will meet no less frequently than annually and at such other times as may be agreed.

ARTICLE 18 MERGER OF BUSINESS

18.01 In the event ownership of the Co-operative passes to another Company, the relevant Articles of the Manitoba Labour Relations Act shall apply.

18.02 The Co-operative will notify the Union, in writing, as far in advance as is possible in connection with any change of ownership or management, or the closing of any of their stores.

ARTICLE 19 SUPPLIERS' REPRESENTATIVES

19.01 Except prior to store opening and one (1) week thereafter, or during store remodeling to a maximum of one (1) week, suppliers' representatives, other than representatives of Chip Companies, Bread/Bakery Companies and Soft Drink Companies, will not price products in stores, or stock or replenish merchandise other than to rotate or check code dating on shelf stock. The following suppliers' representatives will be able to continue the work currently being provided: Greeting Card Companies, Books and Magazine suppliers.

19.02 It is understood that the above will not apply to suppliers' representatives who are engaged in the erecting of special displays which require the assembling of a special stand, composed of cardboard, wood, metal, etc. The initial stocking shall be performed by an employee of the store, directed by the supplier's representative.

**ARTICLE 20 STORE CLOSING/ CENTRALIZATION/ DEPARTMENT CLOSING
and/or
ALTERATION OF DEPARTMENTS/ TECHNOLOGICAL CHANGE**

20.01 The Co-operative will give the Union and affected employees notice in the following events:

- a) store closing - four (4) weeks.
- b) department closing or a full-time job becoming redundant - two (2) weeks.
- c) substantial alteration to a department - two (2) weeks.

- d) technological change - three (3) months.
- e) centralization of production - two (2) weeks.

Definitions:

- a) “Centralization” means the movement of production and/or processing from one (1) or more stores into another store or to a location outside the scope of the Agreement operated by the Co-operative.
- b) “Technological change” means introduction of new machinery or equipment which may result in the displacement of employees.
- c) “Affected” for a full-time employee means **their** full-time job is no longer required in **their** department because of one (1) or more events as described in sub-article 20.01 above, and not due to a drop in business.
- d) “Affected” for a part-time employee means **they** suffer a reduction in hours (based on the average hours worked in the previous twenty-six (26) weeks before the event) of forty (40%) percent or more (in any week within eight (8) weeks of implementation of an event or events listed above), or due to the events described in sub-article 20.01, and not due to a drop in business.
- e) “Job becoming redundant” means the elimination of a full-time job in a classification in a department. This definition does not apply to changes as a result of Article 7.
- f) “Substantial alteration” is defined as a change in the department structure as follows:
 - i) a new group of products or commodities are to be sold; or
 - ii) the pre-existing mix of products or commodities is substantially altered to the extent that merchandising, production or staff requirements are substantially altered.

20.02 In the event a circumstance described in sub-article 20.01 above occurs, affected full-time employees shall be able to exercise bumping rights, by seniority and classification in their department first in their own store, and if not possible, in another store.

20.03 In the event a circumstance described in sub-article 20.01 above occurs, affected part-time employees shall be entitled to exercise bumping rights as outlined in sub-article 20.06 without having to wait for four (4) weeks with no hours.

20.04 In the event that a full-time employee who is affected due to technological change, closing of a department, or a job becoming redundant, or centralization outside the scope of the Collective Bargaining Agreement, bumps according to sub-article 20.05, **they** shall be offered a training period of up to thirty (30) working days. Should the employee refuse the training or if the employee cannot be retrained, the employee shall be paid severance equal to one (1) week's pay for each year of continuous full-time service to a maximum of fifteen (15) weeks' pay, and shall be considered terminated.

This Article does not apply to employees who accept other employment with the Co-operative, outside the jurisdiction of this Agreement.

The Co-operative will attempt, to the best of its ability, to find a job within the bargaining unit for part-time employees. If it is not possible, said employees will be terminated.

The reference to technological change in this Article is intended to assist employees affected by same and accordingly Articles 83, 84 and 85 of the Manitoba Labour Relations Act, which refer to technological changes, do not apply during the term of the Collective Agreement between the Co-operative and the Union.

20.05 Full-time employees displaced due to events of sub-article 20.01 shall exercise seniority rights as follows:

- i) displace the most junior full-time employee in their classification, in the same department, in another store;
- ii) displace a junior full-time employee in any classification, in any store;
- iii) in the event an employee cannot maintain full-time employment in any store, **they** shall remain part-time in **their** own classification and department, subject to **their** rights as per sub-article 20.06 below.
- iv) when a full-time employee accepts a full-time job in another classification, **they** shall be given the first opportunity to return to **their** previous full-time position, within twenty-four (24) calendar months of **their** transfer to another classification.

It is understood that the words “displace the most junior employee” or “displace a junior employee” as indicated in sub-articles 20.05 and 20.06 shall mean that an employee who displaced the most junior employee or a junior employee in a department carries with them their Co-operative seniority and is then scheduled according to said seniority, within their own department.

20.06 In the event a part-time employee is reduced to zero (0) hours for four (4) consecutive weeks, they shall be allowed to:

- i) displace the most junior employee in the same classification and department in another store. If not possible, then
- ii) displace the most junior employee in another classification in the same department in the same store, or if not possible,
- iii) displace the most junior employee in another department in the same classification as defined in Appendix B: Bakery Production /Meat Production (B-2) Sales /Service Clerk (B-3 & B-9), Courtesy Clerks (B-5), except employees in Journey**person** Baker (B-1), and Pharmacy Assistant (B-4), may bump in the Sales/Service Clerk (B-3 & B-9) classification in the same store, or if not possible,
- iv) displace the most junior employee in another department in the same classification as defined in iii) above but in another store.

20.07 An employee exercising **their** rights under Article 20 shall be given a “reasonable opportunity” to do the job in a competent manner. For the purpose of this sub-article, “reasonable opportunity” shall mean a maximum of thirty (30) working days for a full-time employee and twenty-four (24) hours for a part-time employee.

It is understood that an employee will be given only one (1) training opportunity for an event referred to in sub-article 20.01.

20.08 **Rates of Pay**

- (a) In the event any employee exercises **their** right under sub-article 20.04 or 20.06, **their rate of pay will be determined as per sub-article 17.30(f) of the Collective Agreement, excluding the provisions of sub-article 20.08(c), below.**
- (b) Any employees displaced due to events of sub-article 20.01 who were on an overscale rate of pay, shall keep their overscale when transferring to the new classification.
- (c) In the exercise of Article 20, no employee displaced due to the events of sub-article 20.01 will be allowed to move to a higher rated classification.

ARTICLE 21 **COURT'S DECISION**

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

ARTICLE 22 **HEALTH AND WELFARE**

22.01 Health and Welfare benefits shall be as contained in Appendix "A" "F" & "G" of this Agreement.

ARTICLE 23 **CASH SHORTAGES**

23.01 No employee may be required to make up cash register shortages.

ARTICLE 24 **REPRIMANDS**

24.01 When an employee in the bargaining unit is subjected to a disciplinary interview (where the Co-operative intends to discipline the employee, such as to be given a written reprimand, suspension or discharge), said employee shall have a Shop Steward present, or, in the absence of a Shop Steward, an employee from **their** store in the bargaining unit, of the employee's own choice, from the commencement of the interview.

24.02 A copy of such disciplinary notice shall be faxed or emailed to the Union office. If a Shop Steward or member is not present as required the resulting discipline shall not be valid and may not be utilized by the Co-operative. If a Shop Steward is present they must be provided with a copy of the disciplinary notice, or the resulting discipline shall not be valid and may not be utilized by the Co-operative.

24.03 Sub-articles 24.01 and 24.02 above are not intended to prevent Management from investigating the circumstances, or inquiring, on a matter that may lead to discipline.

24.04 The employee will be given a copy of such disciplinary notice which is to be entered on the employee's personnel file. A copy of the disciplinary notice will be faxed or emailed to the Union office within forty-eight (48) hours of it being issued. In unusual circumstances, where it is necessary for the Co-operative to advise an employee by mail of discharge, the Union office will be faxed or emailed a copy of the discharge. Failure to fax or email the discipline within forty-eight (48) hours does not invalidate the discipline under sub-article 24.02.

24.05 The signing of disciplinary notices and/or reprimands by Shop Stewards or employees does not mean that they are in agreement, or that they support the content of the reprimand or the disciplinary notice, but is an acknowledgment that they have received said disciplinary notice and/or reprimand.

24.06 Locker Search

To the extent that lockers are currently provided to employees, it is understood between the parties that such lockers may only be entered in one (1) of the two (2) following circumstances:

- (1) In the presence of the employee whose locker is being searched. Said employee may also request the presence of a Shop Steward to be there with them at that time.
- (2) In the presence of a Police Officer.

24.07 Right to Grieve Termination Due to Illness or Injury

Pursuant to Co-operative policy on terminating employees who are absent from work for twenty-four (24) months or more due to illness or injury, the parties agree to the following:

- a. **Prior to an employee who is absent from work due to illness or injury being terminated, the Co-operative and the Union will meet to discuss the particular circumstances of the employee in question.**
- b. **The termination of an employee in these circumstances will not affect their eligibility for benefits under LTD or Pension Plans.**
- c. **If the parties are unable to agree on the status of the employee, the Co-operative maintains the right to terminate the employee subject to the Union maintaining the right to grieve the validity of such termination.**

ARTICLE 25 ADJUSTMENT OF GRIEVANCES

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

25.02 **Information**

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Co-operative agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish **their** proper rate of pay.

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

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

25.05 Any employee, the Union or the Co-operative may present a grievance. Any grievance which is not presented within twenty (20) calendar days following the event giving rise to such grievance, or within fourteen (14) calendar days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party.

25.06 All grievances shall be submitted in writing.

25.07 Employees are encouraged by the Co-operative and the Union to first discuss their complaint with their immediate management supervisor.

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

Step 1

The Union shall file a written grievance in the time frame outlined in sub-article 25.05 with the Human Resources Department. The Human Resources Department shall reply to the grievance in writing within five (5) calendar days to the Union.

Step 2

Upon receipt of the Co-operative's written response to the grievance, the Union Representative may request a formal meeting to discuss the grievance. If the matter is not taken up with the Co-operative within ten (10) calendar days of the date the Union received the written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

25.08 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 26.

ARTICLE 26 SELECTION OF AN ARBITRATOR

26.01 After one (1) of the parties indicates they are taking the matter to arbitration, the matter shall be referred to a single Arbitrator as indicated in sub-article 26.02.

In the interest of settling a grievance prior to an arbitration hearing, and by mutual agreement between the Co-operative and the Union, either party may request the assistance of a Grievance Mediator from the Province of Manitoba Conciliation Services. During the life of this Collective Bargaining Agreement, the parties may mutually agree to a list of Mediators other than the Mediators provided from the Province of Manitoba Conciliation Services. Any cost of a Mediator will be shared equally by both parties.

26.02 A grievance shall be referred to a single Arbitrator as indicated below according to the date of the grievance to the following panel of individuals:

- (1) Michael Werier
- (2) **Michael T. Green**
- (3) **Keith LaBossiere**
- (4) **Diane Jones**
- (5) **Grant Mitchell**
- (6) **Colin Robinson**

commencing with the name following the name of the last Arbitrator, and commencing again at the beginning of the panel after coming to the end of the panel. For the purpose of such allocation a case which has been withdrawn from arbitration shall be deemed not to have been withdrawn from arbitration. If in any case the Arbitrator allotted is unwilling or unable to act, the individual whose name follows **theirs** in the panel shall be submitted as the Arbitrator.

The parties may, by mutual agreement during the life of the Collective Agreement, add to and remove Arbitrators from the list above.

26.03 Whenever one (1) of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond the thirty (30) calendar day or ninety (90) calendar day requirements, or in the event that none of the three (3) Arbitrators listed above are available to meet within the thirty (30) calendar day requirement or ninety (90) calendar day requirement, whichever is applicable. If the

parties cannot mutually agree to a date beyond the thirty (30) calendar day requirement, or ninety (90) calendar day requirements, whichever is applicable, the matter shall be referred to the selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty (30) calendar days to render a decision in regard to any matters dealing with suspension or termination, and ninety (90) calendar days from the last date of the hearing on any arbitration cases referred to **them** other than suspensions or terminations.

26.04 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as **they** deem essential to a full understanding and determination of the issues involved. In reaching **their** decision, the Arbitrator shall be governed by the provisions of this Agreement.

26.05 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Co-operative's action, or 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 advisable.

26.06 The decision of the Arbitrator shall be final and binding upon all parties concerned.

26.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except as indicated in sub-article 26.05 above. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

26.08 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 operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of Article 25 of this Agreement.

26.09 The expense and fee of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.

ARTICLE 27 **BULLETIN BOARDS**

27.01 The Co-operative agrees that during the term of this Agreement, it will allow the Union to install its own bulletin boards in accordance with the **following** conditions.

1. **The Union Representative and the store Shop Steward will each have a key to the board.**

2. The boards will be placed in the lunch room, where suitable, or a location in the back room of the store.
3. The Union will assist in the installation of the boards.
4. The boards will remain the property of the Union and will be returned to the Union in the event of store closure.
5. The Co-operative can only ensure the same degree of care for the board as any other general fixture in the store.
6. Notices of a political nature will not be posted.
7. It is understood the Union bulletin boards will not be used as a weapon against Red River Cooperative Ltd. during the term of contract or during negotiations for a new Agreement. If the boards are used as a weapon against Red River Cooperative Ltd., the privilege of the Union boards in stores will be rescinded.

ARTICLE 28 CO-OPERATIVE AND UNION CO-OPERATION

28.01 The Co-operative agrees that it will not discriminate against any employee for reporting to the Union the violation of any provisions of this Agreement, or for performing services on a Union Committee outside working hours.

28.02 The Union agrees to co-operate when requested by the Co-operative in correcting inefficiencies of the employees which might necessitate discharge.

- 28.03
- (a) The Co-operative recognizes the right of the Union to appoint one (1) Shop Steward per store and one (1) Alternate Shop Steward per store in stores where the Co-operative has less than seventy-five (75) bargaining unit employees.
 - (b) For stores employing seventy-five (75) or more but less than one hundred and twenty-five (125) bargaining unit employees, the Co-operative will recognize the right of the Union to appoint one (1) Shop Steward per store and two (2) Alternate Shop Stewards per store.

- (c) In stores employing one hundred and twenty-five (125) or more but less than two hundred (200) bargaining unit employees, the Co-operative will recognize the right of the Union to appoint one (1) Shop Steward per store and three (3) Alternate Shop Stewards per store.
- (d) Provided the Union notifies the **Human Resources Department** in writing of the names of the Shop Stewards in each store, the Co-operative agrees to notify the Union prior to or at the time of a transfer of the designated Shop Steward.

28.04 The Co-operative agrees to allow Shop Stewards, designated by the Union, to wear their Shop Steward **pin** while on duty, providing the size of the **pin** is acceptable to the Co-operative.

28.05 Store Management and Shop Stewards shall co-operate with one another in the administration of the Agreement.

ARTICLE 29 DECALS

29.01 The Co-operative agrees that during the term of this Agreement, it will continue its present policy of permitting the Union to supply and install its decals, two (2) for each of the stores covered by this 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 30 UNIFORMS

30.01 The Co-operative agrees that during the term of this Agreement, it will maintain its present policy of lending and laundering aprons to employees who are required to wear same, unless the employee opts to wear and maintain other apparel provided by the Co-operative.

- 30.02 (a) New employees will be provided with one (1) shirt at the time of hire.
- (b) Every **March and** September all employees with a minimum of one (1) year of service may request and receive one (1) additional shirt as long as the employee remains actively employed.
- (c) Employees are required to maintain their shirts in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the Co-operative at cost. Shirts will be available in appropriate sizes.

- (d) **Employees whose uniform is damaged as a result of work performed at the store will have their uniform replaced at no cost.**

This Article 30 will not apply to employees who do not or are not required to wear a uniform shirt.

30.03 Special clothing such as raincoats, parkas and freezer vests will continue to be supplied by the Co-operative, where required, in appropriate sizes and in accordance with past practice.

ARTICLE 31 JURY DUTY

31.01 Employees summoned to jury duty, which shall include jury selection, shall be paid wages amounting to the difference between the amount paid to them for jury duty and the amount they would have earned had they worked on such days to the maximum of eight (8) hours per day or **forty (40) hours per week. For those full-time employees who work thirty-seven (37) hours per week this will be their maximum.** This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, or if jury duty occurs on the employee's scheduled day off. To establish the part-time employee's lost wages, the average wages they have earned in the previous twenty-six (26) weeks will be used to determine their average weekly earnings.

31.02 Witness Fees

Employees required to appear in Court as a witness on behalf of the Co-operative will 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 to a maximum of eight (8) hours per day and **forty (40) hours per week. For those full-time employees who work thirty-seven (37) hours per week this will be their maximum.**

31.03 Employees appearing as a witness on behalf of the Co-operative on their day off will be paid a minimum of four (4) hours or the amount they would have earned had they worked on such day, as above. This compensation shall be paid at the employee's straight time hourly rate and shall not be considered as payment for time worked.

ARTICLE 32 PHYSICAL EXAMINATIONS /DOCTOR'S NOTE

32.01 Where the Co-operative requires an employee to take a physical examination, Doctor's fees for the examination shall be paid by the Co-operative. **This will include all Functional Abilities form(s) required by the Co-operative.** The time taken off the job shall also be paid at the employee's regular hourly rate.

Where the Co-operative requires an employee to provide a Doctor's note or to have a Doctor fill out a form, they will pay the cost for same unless the note is required as a result of the following:

1. The employee has been formally advised that their attendance record is unacceptable and that Doctor's certificates will be required in the future; or
2. The duration of the absence or the circumstances surrounding the absence requires verification.

The Co-operative will be under no obligation to pay for the completion of forms that are required to be completed for the receipt of benefits under Weekly Indemnity, WCB or LTD plans, **except for Functional Abilities forms as outlined above.**

In regard to employees returning from a leave of absence the employee will be responsible for the cost of the initial note indicating they are fit to return to work. If the Co-operative requires any further medical information, **including the completion of the Functional Abilities form**, the Co-operative will pay the cost for same.

For all accommodations where the employee is returning to work from an absence, the employee will be responsible for the cost of the initial Doctor's note which will clearly explain the nature and reason for the accommodation. If further medical information is required the Co-operative will pay the cost for same.

The Co-operative will be under no obligation to pay for a Doctor's note confirming an accommodation for an employee who has not missed any work due to the medical condition requiring the accommodation.

Employees are able to check their sick leave balance at any time on the Kronos clock.

**ARTICLE 33 MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832,
 EDUCATION AND TRAINING TRUST FUND**

33.01 The Manitoba Food & Commercial Workers, Local 832, Education and Training Trust Fund shall be as indicated in Appendix "D" of this Agreement.

ARTICLE 34 NO HARASSMENT

34.01 The Co-operative and the Union agree that no form of harassment **or bullying** shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise.

ARTICLE 35 LETTERS OF UNDERSTANDING

35.01 All Letters of Understanding attached to this Agreement in Appendix C, Appendix D, and Appendix E shall be an integral part of this Agreement.

ARTICLE 36 DUTY TO ACCOMMODATE

36.01 The parties recognize their joint responsibility to accommodate injured workers. The employee's job duties will be modified and/or they will be reassigned to a different work assignment where reasonably practicable. Employees have a responsibility to keep the Co-operative informed of their condition, provide proper medical documentation (related to their ability to perform their job and any restrictions) in a timely fashion, and accept reasonable assignments that make a productive contribution to the Co-operative's operations.

36.02 If an employee can only be accommodated in a lower paid classification, the Co-operative will attempt to find a position that minimizes the effect on their rate of pay.

ARTICLE 37 EXTENDED HOURS / TWENTY FOUR (24) HOUR STORES

37.01 In the event that the Co-operative decides to expand the hours of the store for public shopping to more than twenty (20) hours in a twenty-four (24) hour period, the Co-operative will provide the Union with two (2) weeks' notice. The parties agree to meet and discuss all related concerns including scheduling and safety issues.

ARTICLE 38 STRIKES AND LOCKOUTS

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

ARTICLE 39 EXPIRATION AND RENEWAL

39.01 This Agreement shall be effective from **August 22, 2020** and shall remain in effect until **August 21, 2025**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof. Nothing in this Agreement is retroactive unless specifically provided.

On the expiry date of this Agreement, as indicated above, if negotiations have not been completed, the Co-operative and the Union agree that this Agreement will be extended automatically until:

- (1) an Agreement is reached between the parties hereto;
- (2) a strike is declared by the Union by giving the Co-operative seven (7) calendar days' notice in writing of its intention to declare a strike, or
- (3) a lock-out is declared by the Co-operative by giving the Union seven (7) calendar days' notice in writing of its intention to declare a lock-out.

39.02 All revisions desired by either party to this Agreement shall be submitted in writing within ten (10) days of the giving of such notice.

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

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE CO-OPERATIVE:

Vin Ablack

Christyn Lemoine

Don Fraser

Matt Becker

Brenda Grills

Sara Fournier

Cheryl Loptson

Murray Dehn

Robb Macpherson

Joel Palumbo

Malcolm Welch

Kim Ferris

Joe Carreiro

Marie Buchan

Jeff Traeger

APPENDIX A

HEALTH AND WELFARE, SICK LEAVE, WEEKLY INDEMNITY BENEFIT, LONG-TERM DISABILITY, DENTAL PLAN, AND PENSION PLAN

The parties agreed to create new Appendices – one for Red River Co-op at Gimli (Appendix F) and one for Red River Co-op at Stonewall (Appendix G). Each of these Appendices will outline the differences in the working conditions at each of these locations, including but not limited to benefits and pension.

All benefits outlined in Appendix A pertain to all employees of Red River Cooperative Ltd. covered by this Agreement, with the exception of unionized employees at Red River Co-op at Gimli and Red River Co-op at Stonewall. These employees' benefits are outlined in Appendix F for Red River Co-op at Gimli and Appendix G for Red River Co-op at Stonewall.

A-1 Manitoba Safeway / UFCW Local 832 Health and Welfare Plan (Plan 1)

- (a) The Co-operative and the Union agree to participate in the Manitoba Safeway /UFCW Local 832 Health and Welfare Plan (Plan 1) to provide Health and Welfare benefits as decided by the Board of Trustees from time to time.
- (b) The Co-operative agrees to pay **fifty-two (52¢) cents per hour (Effective August 21, 2020) and fifty-seven (57¢) cents per hour (Effective March 21, 2021)** contribution for all regular hours paid, sick pay (not including Weekly Indemnity), full-time employees' vacation as entitled under sub-article 11.03, and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the Co-operative's four (4) or five (5) week accounting period. **Future increases of up to five (5¢) cents per hour per year, to a maximum of fifteen (15¢) cents over the life of the Collective Agreement, will be made if determined necessary by an actuary to fund benefits. These annual increases will at no time exceed the amount being paid by other major retail grocery participants(s) within the same jointly trusted plan.**
- (c) Subject to (d) and (e) below, the eligibility and benefits for eligible employees shall be in accordance with the Plan and as determined by the Trustees.

- (d) Full-time employees shall be covered by the Trusteed Health and Welfare Plan after three (3) months of full-time employment. Part-time employees shall be covered by the Trusteed Health and Welfare Plan after averaging thirty-two (32) hours or more per week during any three (3) consecutive month period. (This shall be interpreted to mean regular hours paid and in the case of a part-time employee three (3) months is intended to mean thirteen (13) consecutive weeks). Employees shall remain covered as long as they remain actively employed by the Co-operative, whether or not their average weekly hours drop below thirty-two (32) hours per week.
- (e) Employees who have not yet qualified to be covered by the Trusteed Health and Welfare Benefits or who were not entitled to be qualified for Health and Welfare Benefits prior to October 1st, 1989 and who subsequently qualified as indicated above, and who restrict their availability, and as consequence average less than thirty-two (32) regular hours during any thirteen (13) week period, shall be disqualified from coverage under the Plan.

A-2

Sick Leave

- (a) Full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, up to a maximum of one hundred and sixty (160) hours credit. Credits shall accumulate only on full-time employment, following the completion of a three (3) month full-time employment eligibility period.
- (b) The Co-operative shall apply (for full-time employees only) any accumulated sick leave to absences due to sickness not covered by insured Weekly Indemnity benefits (or similar benefits) and may supplement Weekly Indemnity benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.
- (c) All part-time employees who have qualified for Plan 1 benefits shall commence to accumulate sick leave credits on the basis of four (4) hours for each four (4) week reporting period that they work in excess of one hundred and twenty-eight (128) hours.
- (d) The four (4) week reporting period shall be the same four (4) week reporting periods that are used in determining their eligibility for Dental benefits under the Manitoba Food & Commercial Workers Dental Plan.

- (e) After averaging thirty-two (32) hours per week for thirteen (13) consecutive weeks, a part-time employee shall be eligible to commence accumulation at the commencement of the next reporting period.
- (f) All paid time off, such as General Holidays, sick pay from accumulated sick leave credits and time off taken as vacations shall be counted for the purposes of determining hours worked in that reporting period.
- (g) Part-time employees shall accumulate credits at the rate of four (4) hours for each reporting period that they work in excess of one hundred and twenty-eight (128) hours, up to a maximum of forty-eight (48) hours per year and a total maximum of one hundred and twenty (120) hours, following the completion of the thirteen (13) week eligibility period.
- (h) Sick leave pay shall be applied only to absences on the employee's regularly scheduled workdays and shall not be applied to any days for which the employee is receiving Weekly Indemnity benefits.
- (i) The Co-operative may require the employee to provide a Doctor's certificate, verifying any absence due to disability.

An employee will not be prevented from returning to work from an absence of three (3) days or less because **they have** not yet obtained a required Doctor's certificate.

- (j) In order to qualify for sick pay, employees must notify their department manager or, in **their** absence, another member of the management team, or the next highest ranking employee available prior to the starting time or as soon as possible on the first day of absence. Said employee shall also inform the Co-operative, as indicated above, of the estimated length of illness and must notify the Co-operative when ready to return to work. The Co-operative agrees to give employees the telephone number and to inform them of any changes.
- (k) Providing an employee is entitled to Weekly Indemnity benefits and a claim has been properly completed and filed with the Co-operative, in cases where the employee does not receive Weekly Indemnity payment within three (3) weeks of receipt of the claim, upon request by the employee, an advance payment in the amount equal to the Weekly Indemnity payment will be paid to the employee. In such cases, the employee agrees to reimburse the Co-operative when the Weekly Indemnity payment is received.

- (l) Eligibility for part-time employees who do not qualify for sick pay and may become eligible to claim sick pay from the Safeway/UFCW Health and Welfare Plan 2, will be as determined by the Trustees.

A-3

Manitoba Safeway / UFCW Local 832 Health and Welfare Plan (Plan 2)

- (a) The Co-operative and the Union agree to participate in a jointly trustee Health and Welfare fund for part-time employees for the purpose of providing Health and Welfare Benefits to eligible employees who are not covered by the existing Plan 1 as determined by the Trustees from time to time.
- (b) The Co-operative agrees to pay (effective March 16, 2014) zero (0¢) cents per hour contribution for all regular hours paid, sick pay (not including Weekly Indemnity), employees' vacation as entitled under sub-article 11.03, and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the Co-operative's four (4) or five (5) week accounting period.
- (c) The eligibility and benefits for eligible employees shall be in accordance with the Plan and as determined by the Trustees.

A-4

Manitoba Food & Commercial Workers Dental Plan

- (a) The Co-operative agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of **thirty-seven (37¢)** cents per hour for regular hours paid, sick pay (not including Weekly Indemnity), full-time employees' vacation, as entitled under sub-article 11.03, and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit.

A future increase of up to one (1¢) cent per hour per year over the term of the Collective Agreement will be made if determined necessary by an actuary to fund the existing levels of benefits.

- (b) Such contributions will be forwarded to the Trust within twenty-one (21) days following the Co-operative's four (4) or five (5) week accounting period.
- (c) It is agreed that in the event the Government of Canada or the Province of Manitoba provides a non-contributory Dental Care Plan

with similar benefits, the Co-operative's obligations to continue contributions to the Manitoba Food & Commercial Workers Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Manitoba Food & Commercial Workers Dental Plan and the Co-operative's contribution in respect to the cost of these benefits shall cease.

- (d) A maximum coverage payment of claims of the Manitoba Food & Commercial Workers Dental Plan shall be as determined from time to time by the Board of Trustees.

A-5

Pension Plan

- (a) The Co-operative agrees to contribute to the Canadian Commercial Workers Industry Pension Plan the sum of one dollar and forty five (\$1.45) cents per hour for all hours worked or paid by the Co-operative to its employees in the bargaining unit including any overtime hours worked in a week (to a maximum of the basic work week), vacation, General Holidays, sick days (not including Weekly Indemnity, LTD or other similar indemnifications), jury duty, and any paid leave of absence required under the terms of the Collective Agreement.

Contributions are required for each hour overtime is worked and paid to the extent the cumulative hours worked and paid do not exceed the basic work week.

The maximum number of hours for which contributions are to be made in a week is the maximum number of hours of the basic work week for a full-time employee.

In addition, employees will make contributions based on the number of years of continuous service in the Plan as set forth below, which contributions will be made by way of deductions from employees' paycheques:

<u>Period of Continuous Service</u>	<u>Employee Contribution Rate</u>
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Less than two (2) years	Zero (0¢) per hour
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Two (2) years but less than eight (8) years	Twenty two (22¢) per hour
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Eight (8) or more years	Forty (40¢) per hour
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- (b) Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked or paid according to the above Appendix A-5 (a) shall be forwarded by the Co-operative within the twenty-one (21) days after the close of the Co-operative's four (4) or five (5) week accounting period. The Co-operative agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.
- (c) Any member of the Union who also is a member of the Employee Retirement Plan of Canada Safeway Limited (hereinafter referred to as the Canada Safeway Plan) on January 5th, 1975 (June 29, 1987 for Neepawa employees), shall thereafter cease making contributions to the Canada Safeway Plan. **They** will then be considered as having withdrawn from the Canada Safeway Plan as of January 5th, 1975 (June 29, 1987 for Neepawa employees) and **their** benefits thereunder shall be as set forth in Article II, Section 3, of the Plan, entitled "Withdrawal from Plan".
- (d) In the event a new Master Agreement concerning the Canadian Commercial Workers Industry Pension Plan is concluded with Red River Cooperative Ltd. as a signatory, the Co-operative agrees to abide by the terms of such Agreement.

A-6

General

Employees found abusing any Health and Welfare Benefit shall be disciplined by the Co-operative.

APPENDIX B

WAGES SCALES

B-1 Journey person Baker

Current	Aug 21/20	Aug22/21	Aug 21/22	Aug 20/23	Aug 18/24
p21.69	22.09	22.49	22.89	23.29	23.74

B-2 Bakery Production/Meat Production

	Current	Aug 21/20	Aug 22/21	Aug 21/22	Oct 1/22	Apr 1/23	Aug 20/23	Oct 1/23	Aug 18/24
0 - 500 hours	12.60	12.85	13.01	13.18	13.75	14.40	14.40	15.55	15.55
501 - 1000 hours	12.98	13.24	13.41	13.57	13.85	14.50	14.50	15.65	15.65
1001 - 1500 hours	13.37	13.64	13.81	13.98	13.98	14.60	14.60	15.75	15.75
1501 - 2000 hours	13.77	14.05	14.22	14.40	14.40	14.70	14.70	15.85	15.85
2001 - 2500 hours	14.18	14.46	14.64	14.83	14.83	14.83	15.01	15.95	15.95
2501 - 3000 hours	14.61	14.90	15.09	15.28	15.28	15.28	15.47	16.05	16.05
3001 - 3500 hours	15.05	15.35	15.54	15.74	15.74	15.74	15.93	16.15	16.25
3501 - 4000 hours	15.50	15.81	16.01	16.21	16.21	16.21	16.41	16.41	16.74
4001 - 4500 hours	15.96	16.28	16.48	16.69	16.69	16.69	16.90	16.90	17.24
4501 - 5000 hours	16.44	16.77	16.98	17.19	17.19	17.19	17.41	17.41	17.75
5001 - 5500 hours	16.93	17.27	17.48	17.70	17.70	17.70	17.92	17.92	18.28
5501 - 6000 hours	17.53	17.88	18.10	18.33	18.33	18.33	18.56	18.56	18.93
6001 - 6500 hours	18.14	18.50	18.73	18.97	18.97	18.97	19.21	19.21	19.59
6501 - 7000 hours	18.77	19.15	19.38	19.63	19.63	19.63	19.87	19.87	20.27
7001 - 7500 hours	19.43	19.82	20.07	20.32	20.32	20.32	20.57	20.57	20.98
over 7500 hours	20.20	20.60	21.00	21.40	21.40	21.40	21.80	21.80	22.25

B-3 Sales / Service Clerk - Hired prior to March 23, 2014

	Current	Aug 21/20	Aug 22/21	Aug 21/22	Oct 1/22	Apr 1/23	Aug 20/23	Oct 1/23	Aug 18/24
0 - 500 hours	12.00	12.15	12.30	12.46	13.75	14.40	14.40	15.55	15.55
501 - 1000 hours	12.05	12.25	12.40	12.56	13.85	14.50	14.50	15.65	15.65
1001 - 1500 hours	12.10	12.35	12.50	12.66	13.95	14.60	14.60	15.75	15.75
1501 - 2000 hours	12.15	12.45	12.61	12.76	14.05	14.70	14.70	15.85	15.85
2001 - 2500 hours	12.20	12.55	12.71	12.87	14.15	14.80	14.80	15.95	15.95
2501 - 3000 hours	12.25	12.65	12.81	12.97	14.25	14.90	14.90	16.05	16.05
3001 - 3500 hours	12.30	12.75	12.91	13.07	14.35	15.00	15.00	16.15	16.15
3501 - 4000 hours	12.35	12.85	13.01	13.17	14.45	15.10	15.10	16.25	16.25
4001 - 4500 hours	12.40	12.95	13.11	13.28	14.55	15.20	15.20	16.35	16.35
4501 - 5000 hours	12.45	13.05	13.21	13.38	14.65	15.30	15.30	16.45	16.45
5001 - 5500 hours	12.60	13.15	13.31	13.48	14.75	15.40	15.40	16.55	16.55
5501 - 6000 hours	13.05	13.31	13.48	13.65	14.85	15.50	15.50	16.65	16.65
6001 - 6500 hours	13.50	13.77	13.94	14.12	14.95	15.60	15.60	16.75	16.75
6501 - 7000 hours	13.95	14.23	14.41	14.59	15.05	15.70	15.70	16.85	16.85
7001 - 7500 hours	14.40	14.69	14.87	15.06	15.15	15.80	15.80	16.95	16.95
over 7500 hours	18.20	18.60	19.00	19.40	19.40	19.40	19.80	19.80	20.25

B-4 Pharmacy Assistant

	Current	Aug 21/20	Aug 22/21	Aug 21/22	Aug 20/23	Oct 1/23	Aug 18/24
0 - 500 hours	14.45	14.74	14.92	15.11	15.30	15.55	15.60
501 - 1000 hours	14.88	15.18	15.37	15.56	15.75	15.75	16.07
1001 - 1500 hours	15.33	15.64	15.83	16.03	16.23	16.23	16.55
1501 - 2000 hours	15.79	16.11	16.31	16.51	16.72	16.72	17.05
2001 - 2500 hours	16.26	16.59	16.79	17.00	17.21	17.21	17.56
2501 - 3000 hours	16.75	17.09	17.30	17.51	17.73	17.73	18.09
3001 - 3500 hours	17.25	17.60	17.81	18.04	18.26	18.26	18.63
3501 - 4000 hours	17.77	18.13	18.35	18.58	18.81	18.81	19.19
4001 - 4500 hours	18.30	18.67	18.90	19.14	19.37	19.37	19.76
4501 - 5000 hours	18.85	19.23	19.47	19.71	19.96	19.96	20.36
5001 - 5500 hours	19.51	19.90	20.15	20.40	20.66	20.66	21.07
5501 - 6000 hours	20.20	20.60	20.86	21.12	21.39	21.39	21.81
6001 - 6500 hours	20.90	21.32	21.58	21.85	22.13	22.13	22.57
Over 6500 hours	21.80	22.20	22.60	23.00	23.40	23.40	23.85

B-5 Courtesy Clerk/Coffee Bar Server

	Current	Aug 21/20	Aug 22/21	Aug 21/22	Oct 1/22	Apr 1/23	Oct 1/23
0 - 500 hours	12.00	12.15	12.30	12.46	13.75	14.40	15.55
501 - 1000 hours	12.05	12.25	12.40	12.56	13.85	14.50	15.65
1001 - 1500 hours	12.10	12.35	12.50	12.66	13.95	14.60	15.75
1501 - 2000 hours	12.15	12.45	12.61	12.76	14.05	14.70	15.85
2001 - 2500 hours	12.20	12.55	12.71	12.87	14.15	14.80	15.95
2501 - 3000 hours		12.65	12.81	12.97	14.25	14.90	16.05
3001 - 3500 hours		12.75	12.91	13.07	14.35	15.00	16.15
3501 - 4000 hours		12.85	13.01	13.17	14.45	15.10	16.25
Over 4000 hours		12.95	13.35	13.75	14.55	15.20	16.35

B-6 Coffee Bar Operator/eCommerce Supervisor

	Current	Aug 21/20	Aug 22/21	Aug 21/22	Apr 1/23	Aug 20/23	Oct 1/23	Aug 18/24
0 - 500 hours	13.15	13.41	13.58	13.75	14.40	14.40	15.55	15.55
501 - 1000 hours	13.65	13.92	14.10	14.27	14.50	14.50	15.65	15.65
Over 1000 hours	15.50	15.90	16.30	16.70	16.70	17.10	17.10	17.55

B-7 Floral Supervisor

Current	Aug 21/20	Aug22/21	Aug 21/22	Aug 20/23	Aug 18/24
22.09	22.49	22.89	23.29	23.69	24.14

B-8 Meat Cutter

	Current	Aug 21/20	Aug 22/21	Aug 21/22	Aug 20/23	Aug 18/24
0 - 500 hours	16.16	16.48	16.69	16.90	17.11	17.45
501 - 1000 hours	16.73	17.06	17.28	17.49	17.71	18.07
1001 - 1500 hours	17.31	17.66	17.88	18.10	18.33	18.69
1501 - 2000 hours	17.92	18.28	18.51	18.74	18.97	19.35
2001 - 2500 hours	18.54	18.91	19.15	19.39	19.63	20.02
2501 - 3000 hours	19.19	19.57	19.82	20.07	20.32	20.72
3001 - 3500 hours	19.96	20.36	20.61	20.87	21.13	21.55
3501 - 4000 hours	20.76	21.18	21.44	21.71	21.98	22.42
Over 4000 hours	21.69	22.09	22.49	22.89	23.29	23.74

B-9 Sales/Service Clerks Hired on or After March 23, 2014

	Current	Aug 21/20	Aug 22/21	Aug 21/22	Oct 1/22	Apr 1/23	Aug 20/23	Oct 1/23	Aug 18/24
0 - 500 hours	12.00	12.15	12.30	12.46	13.75	14.40	14.40	15.55	15.55
501 - 1000 hours	12.05	12.25	12.40	12.56	13.85	14.50	14.50	15.65	15.65
1001 - 1500 hours	12.10	12.35	12.50	12.66	13.95	14.60	14.60	15.75	15.75
1501 - 2000 hours	12.15	12.45	12.61	12.76	14.05	14.70	14.70	15.85	15.85
2001 - 2500 hours	12.20	12.55	12.71	12.87	14.15	14.80	14.80	15.95	15.95
2501 - 3000 hours	12.25	12.65	12.81	12.97	14.25	14.90	14.90	16.05	16.05
3001 - 3500 hours	12.30	12.75	12.91	13.07	14.35	15.00	15.00	16.15	16.15
3501 - 4000 hours	12.35	12.85	13.01	13.17	14.45	15.10	15.10	16.25	16.25
4001 - 4500 hours	12.40	12.95	13.11	13.28	14.55	15.20	15.20	16.35	16.35
4501 - 5000 hours	12.45	13.05	13.21	13.38	14.65	15.30	15.30	16.45	16.45
5001 - 5500 hours	12.60	13.15	13.31	13.48	14.75	15.40	15.40	16.55	16.55
5501 - 6000 hours	13.05	13.31	13.48	13.65	14.85	15.50	15.50	16.65	16.65
Over 6000 hours	13.50	13.77	13.94	14.12	14.95	15.60	15.60	16.75	16.75
<i>Senior Clerk</i>									
0 - 500 hours	14.25	14.54	14.72	14.90	15.05	15.70	15.70	16.85	16.85
501 - 1000 hours	15.00	15.30	15.49	15.68	15.68	15.80	15.88	16.95	16.95
1001 - 1500 hours	15.75	16.07	16.27	16.47	16.47	16.47	16.67	17.05	17.05
1501 - 2000 hours	16.50	16.83	17.04	17.25	17.25	17.25	17.47	17.47	17.82
Over 2000 hours	17.35	17.75	18.15	18.55	18.55	18.55	18.95	18.95	19.40

B-10 For All Sales/Service Clerk and Courtesy Clerk Employees Hired On Or After March 23, 2014

All new Sales/Service Clerks will progress to the top of the Sales/Service Clerk scale as described in Appendix B-9 above. They will then progress to the Senior Sales/Service Clerk scale when the Senior Sales/Service Clerk hours as a percentage of the total Sales/Service Clerk hours hired after March 23, 2014 is less than twenty-five (25%) percent. This calculation will be done, by store two (2x) times per year (April 15th and October 15th).

B-11 NEW SCALE MINIMUM WAGE ADJUSTMENTS

For wage scales that are affected by future minimum wage increases the parties agree that the start rate in the affected scale will be increased by an amount required to place that rate **twenty-five (25¢)** cents above the minimum wage. The wage scales above the affected start rate will also be increased so as to create a **ten (10¢)** cents spread with the rate immediately below that rate. These adjustments will continue up the scale until such time as the contract scale is higher than the adjusted scale.

B-12 Employees shall receive incremental increases to their rate of pay based on the increments as set out in their classification in **Appendix B-1 to Appendix B-9.**

The administration of hourly increases for job classifications is based on an employee's accumulated hours of actual work and hours paid (for example, General Holiday, bereavement, jury duty, sick days).

B-13 Effective August 21, 2020 over-scaled employees shall receive the following cents per hour increases.

- **August 21, 2020** **Forty (40¢) cent increase to hourly rate of pay**
- **August 22, 2021** **Forty (40¢) cent increase to hourly rate of pay**
- **August 21, 2022** **Forty (40¢) cent increase to hourly rate of pay**
- **August 20, 2023** **Forty (40¢) cent increase to hourly rate of pay**
- **August 18, 2024** **Forty-five (45¢) cent increase to hourly rate of pay**

Overscale employees who transfer to a new classification will follow sub-article 17.30(e and f) for the purpose of establishing their rate of pay.

B-14 COURTESY CLERK CLASSIFICATION AND RESTRICTIONS

- (1) No part-time employees other than Courtesy Clerks can apply for hours to be worked in the classification of Courtesy Clerk.
- (2) An employee classified as Courtesy Clerk will not be scheduled by the Co-operative or called in to work for more than twenty (20) hours per week. The twenty (20) hours maximum indicated above can be extended to twenty-four (24) hours, providing said Courtesy Clerks work one (1) of their shifts on a Sunday and providing the Co-operative assigns Courtesy Clerks to work on Sunday from volunteers and by seniority among Courtesy Clerks.

For Courtesy Clerks with more than three (3) years of service, the above restriction will be deemed to be twenty-five (25) hours per week maximum and thirty (30) hours per week if scheduled on Sunday.

- (3) Courtesy Clerk can be on duty a maximum of one (1) hour before store opening and one (1) hour after store closing.
- (4) The primary duties of Courtesy Clerks shall be bagging, carrying out of groceries **(including parcel pick up)**, handling of **baskets and shopping carts**, work associated with the baler, **cleaning and other items of a general housekeeping nature (both inside and outside the store)**. Courtesy Clerks can clean shelves as long as they do not have to remove product or face product. **Courtesy Clerks shall also perform price checks and product returns.**
- (5) The scheduling of Courtesy Clerks within each store will be governed by the provisions of sub-article 17.13 of the Collective Agreement.

APPENDIX C

BAKERY PRODUCTION DEPARTMENT O N L Y

This Agreement shall also apply in its entirety to the In-Store Bakery Production Department employees, except as follows:

C-1 Production Work Definition

Production work shall be defined as any work performed in the processing of raw products.

C-2 Night Shift

Employees working in the In-Store Bakery Production Department shall not be asked to work longer than nine (9) consecutive months in a twelve (12) month period on night shift, providing it is feasible and practical to do so.

C-3 Wages

The Co-operative agrees to pay employees working alone on night shift for more than one (1) shift an additional one dollar (\$1.00) per hour. This does not apply to employees classified under Appendix B-1.

C-4 Payment for Work in a Higher Classification

The Co-operative agrees to pay the hourly rate for the classification to an employee who works over fifty (50%) per cent of the basic work week in the higher classification for all hours worked during that week.

APPENDIX D

MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832,

EDUCATION AND TRAINING TRUST FUND

D-1 The Co-operative shall continue to contribute five (5¢) cents per hour, **as outlined below**, into the Manitoba Food and Commercial Workers, Local 832 Education and Training Trust Fund.

- **January 1, 2021 to December 31, 2021 - five (5¢) cents per hour**
- **January 1, 2022 to December 31, 2022 – contributions cease for the year**
- **January 1, 2023 to December 31, 2023 - five (5¢) cents per hour**
- **January 1, 2024 to December 31, 2024 – contributions cease for the year**
- **January 1, 2025 to December 31, 2025 - five (5¢) cents per hour**

APPENDIX E
LETTERS OF UNDERSTANDING

BETWEEN:

RED RIVER COOPERATIVE LTD., a body corporate carrying on business in the Province of Manitoba, hereinafter referred to as the "Co-operative"

AND:

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

E-1 Five (5) Minute Leeway

The Union agrees to a five (5) minute leeway each day, which is not intended to be part of the work schedule. Rather, this is to take care of the extra few minutes required to complete a job in progress at quitting time.

All time worked in excess of the five (5) minutes' leeway shall be paid at overtime rates.

E-2 Working Late Evening Shopping Shift

- 1) When an employee works the late evening shopping shift, the Co-operative will arrange to escort the employee to **their** car, if requested, to ensure **their** safe departure.
- 2) The cost of transportation for employees to or from work between twelve (12:00) o'clock midnight and six (6:00) o'clock in the forenoon shall be at the expense of the Co-operative included in the employee's classified hourly rate of pay.

- 3) For employees engaged in the service to customers in stores operating more than twenty (20) hours per day the cost of **public** transportation will be **at the expense of the Co-operative**.
- 4) Other matters relating to employees' security shall be brought to the attention of Management.

E-3 Successors and Assigns

- (1) In the event the Co-operative agrees to a sale, lease or transfer of more than fifty (50%) percent of the retail facilities in the Winnipeg Division represented by the United Food & Commercial Workers Union, Local No. 832, it is acknowledged that, pursuant to the provisions of the Manitoba Labour Relations Act, this Agreement shall be binding upon the successor or assignee of the Co-operative. It is clearly understood that this Letter of Understanding will only place these specified obligations upon a successor or assignee who intends to operate these facilities as retail grocery stores.
- (2) Given the circumstances specified in paragraph #1, the Co-operative shall give written notice to the prospective successor or assignee of its obligation to assume this Agreement. Written confirmation of that Notice shall be provided to the Union fourteen (14) days prior to the transfer of business.
- (3) In consideration of the Co-operative's execution of this Agreement, the Union agrees that the Co-operative shall not be a guarantor or be held liable for any breach by the purchaser of its obligation under the Collective Agreement, and the Union shall look exclusively to the Purchaser for compliance with the terms of the Collective Agreement.

E-4 Cashier Duties

The Co-operative intends to review and resolve with the Union any issues where non-cashiers are believed to be performing Cashiers' duties to the extent that it may regularly take away a shift that could be available to Cashiers. Where this amount is deemed to be excessive, the parties shall meet to review with a goal of minimizing the amount of cashing done by non-cashiers.

E-5 Lorette and Selkirk Red River Cooperative Ltd. Locations

The parties agree that employees working at the Lorette and Selkirk Red River Cooperative Ltd. locations shall be deemed to be covered under Article 1 of the Agreement between the parties.

The parties have agreed that the existing Red River Co-operative Ltd. locations in Lorette and Selkirk, formerly known as The Marketplace at Lorette and The Marketplace at Selkirk, will continue to be governed by the terms of their existing **Collective Agreements**. For greater clarity, the Lorette **Collective Agreement** between FCL Enterprises Co-operative, trading as The Marketplace at Lorette and United Food and Commercial Workers Local 832, which was last ratified on May 6, 2018; and the Selkirk **Collective Agreement** between **Red River Cooperative Ltd.** and United Food and Commercial Workers Local 832, which was last ratified on **December 19, 2020**.

E-6 Management Trainees

To enhance the Co-operative's ability to promote employees to management positions from within the existing employee group, the parties acknowledge that the Co-operative has an existing management training program. Employees who apply for and are accepted to the management training program will be bargaining unit employees as per **sub-article 1.02** of this **Agreement**.

All Management Trainees will receive, effective the date they enter the program, a Management Trainee pay differential of two (\$2.00) dollars per hour for all hours worked and/or paid. This pay differential will be added to the employee's current hourly rate.

While on the program, Management Trainees will continue to progress up the wage scale of their classification based on hours worked. Should an employee not complete the Management Trainee program, they will lose the two (\$2.00) dollar pay differential outlined above.

Once an employee completes this program, they will move to the highest overscale Sales Service Clerk rate for that year, unless they are currently overscale employees. In that circumstance, said employees will keep the two (\$2.00) dollar pay differential outlined above.

E-7 Product Demonstrations

The parties acknowledge that in-store Product Demonstrations have historically been performed by a third party service and/or local vendors, outside of the scope of this Agreement. The Co-operative would like to try doing some, but not all, Product Demonstrations with bargaining unit employees. **The Co-operative will have sole discretion which employees shall do the product demonstration, provided there is no violation of any of the seniority and/or scheduling provisions outlined in the Collective Agreement.** This will in no way restrict the Co-operative's ability to utilize third party demonstrators in the future.

E-8 Red River College Co-op Students

- **The Co-operative can continue their practice of hiring co-op Bakery student(s) from Red River College. The student(s) will be members of the bargaining unit. As a result, these students will need to pay:**
 - **Union dues for all hours worked and/or paid.**
 - **The Co-operative will pay Education and Training Trust Fund contributions as per Appendix D-1 for all hours worked and/or paid.**
 - **The Co-operative will pay Health and Welfare, Dental and Pension premiums as set out in Appendix A of the Collective Agreement.**
- **One (1) student maximum per store where there is a scratch bakery.**
- **The rate of pay will be equivalent to two thousand (2000) hours on the B-2 Bakery Production Classification scale.**
- **Bakery Student(s) will not work more than twenty-five (25) hours/week and for a term no longer than three (3) months. Should the hours/terms need to be outside of this Agreement, the parties will meet to discuss and act fairly and reasonably in resolving the matter.**
- **Hours given to the Bakery Student(s) will not have any impact on the hours of bargaining unit members.**
- **The seniority provisions in the Collective Agreement shall not apply to Bakery Students.**
- **If the Bakery Student(s) is hired after the term set out by their**

program ends, the student will be considered a new hire and any hours worked during their co-op term will not count towards seniority.

E-9 Courtesy Clerk Long Service Premium

The following are a list of employees who are currently receiving the Courtesy Clerk Long Service Premium. This premium will continue to be paid per hour for all hours worked and/or paid for these employees as long as they remain a Courtesy Clerk.

- *Matthew Barkman*
- *John Mort*
- *Taralyn Schroeder*
- *Nicholas Trudel (eligible 2023)*

Those listed above who have been classified as a Courtesy Clerk for ten (10) years or more, but less than twenty (20) years will receive the premium of fifty (50¢) cents per hour for all hours worked or paid.

Those listed above who have been classified as a Courtesy Clerk for twenty (20) years or more will receive the premium of one (\$1.00) dollar per hour for all hours worked or paid.

In addition to the duties in Appendix B-14 (4), Courtesy Clerks who are receiving these premiums may be asked to clean and face shelves.

E-10 Transition of Vacation Year

It is acknowledged by the parties that full-time employees that were covered by this Agreement prior to ratification accrued vacation hours from May to April in the current year, but took vacation from January to December of the following year. Therefore, hours taken in January to April were always an advance from the next vacation year. *(E.g. Vacation was accrued from May 2019 to April 2020 for vacation to be taken January 2020 to December 2020).*

Part-time employees that were covered by this Agreement prior to ratification accrued vacation from January to December in the current year and took said vacation in the following year from January to December *(E.g. Vacation was accrued from January 2019 to December 2019 for vacation to be taken January 2020 to December 2020).*

Full-time employees working at Stonewall, as well as all employees working at Gimli, accrued vacation hours from May to April in the current year and took said vacation in the following year. *(E.g. Vacation was accrued from May 2019 to April 2020 and said vacation was taken from May 2020 to April 2021).*

Part-time employees working at Stonewall accrued vacation dollars on a May to April vacation year, paid out as a lump sum annually in the following May *(E.g. Vacation was accrued from May 2019 to April 2020 and paid out in May 2020).*

For ease of administration, the parties have amended Article 11 (Vacations) to include all employees in one vacation year for entitlements taken between May to the following April. All employees (full-time and part-time) will accrue paid vacation hours in the May to April vacation year. *(E.g. Vacation accrued between May 2020 and April 2021 will be taken May 2021 to April 2022).*

Employees will be transitioned to the new vacation processes and protocols as follows:

On December 15, 2020 a vacation calendar will be posted in Southdale, St. Vital, Grant Park and Main Street covering the period of January 1 – April 30, 2021.

Full-time employees working in those stores may book paid vacation time off during this period, as usual. Any vacation hours used during this period will be taken from the next year's entitlement (as has been standard practice).

To assist full-time employees in the transition to the new vacation year, in the first two years of this Agreement, the Co-operative will continue its practice of allowing full-time employees to access vacation hours in the months of January, February, March and April that have been accrued for the following vacation year. In other words, full-time employees may take paid vacation in January, February, March and April 2021 from their vacation entitlement for the May 1, 2021 to April 30, 2022 vacation year. They may also take vacation in January, February, March and April 2022 from their vacation entitlement for the May 1, 2022 to April 30, 2023 vacation year. The Co-operative will allow on a one time basis, any unused vacation entitlements from 2020 to be carried forward past December 31, 2020 to be taken by April 30, 2021.

E-11 Extending Open Period for the Purpose of Negotiations in 2025

The parties agree that in 2025 for the purpose of commencing negotiations early, either party may, not less than thirty (30) days or more than one hundred eighty (180) days before the expiry date, give notice in writing to the other party of a desire to negotiate a revision of this Collective Agreement.

E-12 CCWIPP Pension Information Committee

The parties agree to form a CCWIPP Pension Information Committee which will meet annually or at the request of either party, with members of the Union leadership and representatives of the Co-operative to discuss the financial viability of the Plan. This Committee will have no ability to make any changes to the Plan, but will meet for strictly information and updating purposes.

E-13 B-9 Senior Clerk Rate

During the life of this Agreement the Co-operative will not apply the twenty-five (25%) percent ratio referenced in Appendix B-10. For clarity, all employees on this scale will continue to progress up the scale of B-9 regardless of how many employees are on the Senior Clerk section of the scale. E-13 will expire on August 21, 2025.

E-14 Assurance of Hours

Before scheduling hours of work in a store to a Courtesy Clerk, part-time employees (i.e. Sales /Service Clerks and former Students on the payroll December 1, 1985, who were previously assigned to bagging, handling of baskarts, clean-up, bottle returns and bottle sorting) shall be offered the average weekly hours they worked during the period September 9th to November 30th, 1985. Fulfilling this is subject to the part-time employees' willingness to work assigned hours.

Employees who have an “assurance of hours” shall continue to be entitled to same as indicated above, but the Co-operative may, to maintain this “assurance of hours”, transfer the employee to another store, within a reasonable distance from their previous store or present residence.

Below is a list of employees currently receiving the assurance of hours, along with the hours they are assured.

Katherine Onizak	7.7 hours
Teresina Garvey	31.1 hours
Josephine Esposito	26.1 hours
Beverley Demke	23.1 hours
Lorrie Cousineau	28.3 hours
Ronald Bouchard	13.7 hours
Elaine Holestine	23.7 hours
Ian Dodds	9.9 hours
Constance McOuat (nee Richards)	10.1 hours
Brenda Ness	17.6 hours
Cheryl Loptson	22.6 hours

E-15 Temporary Movement of Employees Between Lorette/Selkirk Collective Agreements and Red River Cooperative Ltd. Main Agreement

By mutual agreement between the Co-operative, the Union and the affected employee(s), employees may be temporarily moved from Lorette or Selkirk to any of the stores covered by the provisions of this Agreement, subject to the following terms and conditions:

- (a) There will be no negative effect on hours to existing Red River Co-operative employees as a result of this Agreement;
- (b) All moves will be considered temporary, not to exceed six (6) months in duration and will have a start and end date;
- (c) Should the Co-operative request that the move exceeds six (6) months, the Co-operative shall contact the Union to discuss the reason and implications of the extension;

- (d) All terms of employment including wages, benefits, pension and seniority will be governed by the provisions of the employee's home Collective Bargaining Agreement. The employee shall suffer no loss of hours, wages, pension or benefits due to the temporary move;
- (e) The Union and the Co-operative shall meet to discuss any provisions not addressed in this Letter of Understanding prior to them being implemented.

E-16 JOB POSTINGS

Employees working in Lorette and Selkirk will be notified of job postings covered by this Agreement. Lorette and Selkirk employees have the ability to make an Expression of Interest for full-time vacancies in stores covered by this Agreement.

In the event that there are no internal applicants from within this bargaining unit for a vacancy (as outlined in sub-article 17.21), the Co-operative may review any Expression of Interest submissions. Lorette or Selkirk employees who are awarded positions in this Agreement, will maintain their Union service date and their seniority date (if applicable – full-time to full-time) that they had earned in their previous Collective Agreement;

E-17 VACATION RATE CHANGES – STONEWALL

Any employee working in the Stonewall store hired prior to ratification of this Agreement who has less than three (3) years of service will continue to accrue vacation at three (3) weeks / six (6%) percent until they reach the next vacation milestone as outlined in sub-articles 11.03 and 11.13. Employees hired after date of ratification will accrue vacation as outlined in sub-articles 11.03 and 11.13.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE CO-OPERATIVE:

Marie Buchan

Murray Dehn

APPENDIX F

RED RIVER CO-OP AT GIMLI

Red River Cooperative Ltd. acquired Super A Foods in Gimli Manitoba and converted said location to the Red River Co-op at Gimli. As a result, employees of this location as outlined in Article 1 of the this Agreement between UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL No. 832, *chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union"* AND RED RIVER COOPERATIVE LTD. *a body corporate carrying on business in the Province of Manitoba, hereinafter referred to as the "Co-operative"* are covered under the terms and conditions of said Agreement, with the exception to their existing benefits and pension outlined below.

HEALTH AND WELFARE BENEFITS

F-1 Preamble

F-1.01 The following benefits will be arranged for by the Co-operative 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.

F-1.02 Full-time employees who have completed three (3) months of employment with the Co-operative 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 Co-operative.

F-2 Paid Sick Leave Benefits

F-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 four hundred (400) 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 Co-operative, 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 (1) year of employment from their date of last hire.

F-2.02 The paid sick leave benefits referred to in Appendix F-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.

F-2.03 The Co-operative reserves the right to request a medical certificate from an employee in order to establish eligibility for sick leave benefits. The Co-operative shall not unreasonably request any such medical certificate and agrees to reimburse the employee for the cost of any medical certificate the Co-operative requests as outlined in Article 32 of the Collective Agreement.

F-2.04 Employees are able to check their sick leave balance at any time on the Kronos clock.

F-2.05 The Co-operative may require the employee to provide a Doctor's certificate, verifying any absence due to disability. An employee will not be prevented from returning to work from an absence of three (3) days or less because they have not yet obtained a required Doctor's certificate.

F-2.06 In order to qualify for sick pay, employees must notify their department manager or, in their absence, another member of the management team, or the next highest ranking employee available prior to the starting time or as soon as possible on the first day of absence. Said employee shall also inform the Co-operative, as indicated above, of the estimated length of illness and must notify the Co-operative when ready to return to work. The Co-operative agrees to give employees the telephone number and to inform them of any changes.

F-3 Long Term Disability Benefits

F-3.01 Subject to the rules and regulations of the Plan, the Co-operative will provide eligible employees with a Long Term Disability Plan carried with the Co-operators Life Insurance Company. Premiums will be shared equally by the Co-operative 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 F-5.01.

F-3.02 Long Term Disability benefits provided by the Co-operative 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.

F-4 Dental Benefits

F-4.01 Subject to the rules and regulations of the Plan, the Co-operative will provide eligible employees with a Dental Plan carried with Co-operators Life Insurance Company. Premiums will be shared equally by the Co-operative and the employees.

F-5 Superannuation Benefits (Pension)

F-5.01 Subject to the rules and regulations of the Plan, the Co-operative will provide eligible employees with the Co-operative Superannuation Society Pension Plan. Employee contributions will be matched by the Co-operative. The contribution rate by the Co-operative 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.

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

F-6 Group Life Insurance

F-6.01 Subject to the rules and regulations of the Plan, the Co-operative will provide eligible employees with a Group Life Insurance Plan. The premiums will be shared equally by the Co-operative and the employees, except the premiums for dependents insurance which will be paid in full by the employees.

F-7 Extended Health Care Benefits

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

F-8 Part-time Employee Eligibility

F-8.01 Part-time employees who have completed six (6) months of employment with the Co-operative 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 Co-operative. 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 shall be dropped from said plans. Eligibility will not be affected by any approved leave of absence pursuant to this contract.

F-9 Benefits on Leave

F-9.01 Subject to the rules and regulations of the Plan, employees may be eligible to maintain their Long Term Disability Insurance, Dental, Group Life Insurance and Extended Health Care coverage, while on leave of absence. Employees must pay the full benefit premium for any insurances they choose to maintain while on leave.

F-10 Change to Plan Carrier

F-10.01 Should the Co-operative Retailing System move to a benefit carrier other than The Co-operators, the Co-operative agrees that it will be a substantially similar plan and that premiums will be shared as outlined above.

F-11 Employees who Transfer from Other Locations – Health & Welfare Benefits, Dental & Pension

F-11.01 Employees who transfer either on a temporary or permanent basis from a location with CCWIPP & Jointly Trusteed benefits to a location with Co-operators benefits outlined in Appendices F & G or vice versa, will continue to receive the benefits acquired at their original store location at time of hiring.

E.g. – Employee moves from Stonewall to Southdale location. They would remain in the benefits outlined in Appendix G of this Agreement. If an employee moves from the St. Vital location to the Gimli location they will remain in CCWIPP and the jointly trusteed benefit plans (including dental).

APPENDIX G

RED RIVER CO-OP AT STONEWALL

Red River Cooperative Ltd. acquired The Marketplace in Stonewall, Manitoba and converted said location to the Red River Co-op at Stonewall. As a result, employees of this location as outlined in Article 1 of the this Agreement between UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL No. 832, *chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union"* AND RED RIVER COOPERATIVE LTD. *a body corporate carrying on business in the Province of Manitoba, hereinafter referred to as the "Co-operative"* are covered under the terms and conditions of said Agreement, with the exception to their existing benefits and pension outlined below.

HEALTH AND WELFARE BENEFITS

G-1 Preamble

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G-2.02 The paid sick leave benefits referred to in Appendix G-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.

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G-2.04 Employees are able to check their sick leave balance at any time on the Kronos clock.

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E.g. – Employee moves from Stonewall to Southdale location. They would remain in the benefits outlined in Appendix G of this Agreement. If an employee moves from the St. Vital location to the Gimli location they will remain in CCWIPP and the jointly trusteed benefit plans (including dental).

EXHIBIT ONE

TO: THE NEW EMPLOYEE:

You are hereby informed that Union membership is a condition of employment.

1. Articles of Agreement between the United Food and Commercial Workers Union, Local No. 832, UFCW, AFL & CIO - CLC and this Co-operative, Red River Cooperative Ltd., contain the following statement.

UNION SHOP

The Co-operative agrees to retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement only members of the Union in good standing. The Co-operative shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees, 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) days.

2. New employees will be considered for previous experience credit to a maximum of five thousand and one (5001) hours except for Bakery Production/Meat Production classifications which will be to a maximum of six thousand and one (6001) hours, in their designated classification, provided:
 - i) it is comparable experience in a unionized chain retail food store; and
 - ii) twelve (12) months have not elapsed since their last day worked.

It shall be the responsibility of the employee to supply reasonable proof of **their** previous experience within sixty (60) calendar days of employment. Otherwise, all claim for credit for previous experience shall be forfeited by the employee. Reasonable proof will mean that if past employment records are not obtainable, the Union records, Income Tax records, or other similar documents will be acceptable. The hourly rate for recognized credit will be effective from the first day of employment.

It is most important that you inform the Co-operative of your previous experience and if you do not agree with your rate of pay and same is not adjusted by mutual agreement with the Co-operative, then this must be discussed with your Union Representative as soon as possible.

No consideration will be given to any disagreements pertaining to credit for previous experience if presented later than sixty (60) calendar days from the date of employment.

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)	INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D-M-Y)		I hereby authorize the use of my S.I.N. for identification purposes and to verify union dues received and make payments to me as requested (Cross out if you do not agree.)
COMPANY NAME	TOWN/NO./LOC./ST.		DEPARTMENT/NO.		
CLASSIFICATION	EMPLOYER'S NO.		FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> CASUAL <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 my dues shall be used for the purposes of collective bargaining and handling of grievances. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to abide by the policies and procedures of the Union and to pay my dues. I agree 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 of the Union, 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 _____

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.