

**RED RIVER COOPERATIVES LTD.
GAS BAR**

FROM: October 1, 2016
TO: September 30, 2020

President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,
President UFCW Local 832



**RED RIVER COOPERATIVE LTD.
(GAS BAR)**

INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
Arbitration	18	13
Bereavement Leave	20.08	19
Bi-Weekly Pay and Direct Bank Deposit	22	19
Bonus Vacation Week	Ltr. #4	26
Bulletin Board	23	20
Call-In Time	8.06	5
Compassionate Care Leave	20.06	18
Deduction of Union Dues	4	2
Discipline/Discharge	16	11
Exhibit One	Form	28
Expiration and Renewal	27	22
Family Responsibility Leave	20.07	18
Full-time Guarantee	8.01	4
General Holidays	11	6
Grievance Procedure	17	11
Health and Safety	26	21
Health and Welfare Benefits	Appendix A	23
Hours of Work	8	4
Interpretation	1.02	1
Leaves of Absence	20	15
Lump Sum Payments	Appendix B-3	24
Manitoba Safeway/UFCW Local 832 Health and Welfare Plan (Plan 2)	Appendix A-1	23
Maternity Leave/Parental Leave/Including Adoption Leave	20.04	16
Meal and Rest Periods	9	5
Nature of the Bargaining Unit	2	1
Negotiation Leave	20.03	15
Overtime	10	5
Pricing, Stocking and Replenishing	15	10
Probationary Period	7	3
Purpose	1	1
Recognition of Management Rights	5	3
Relieving Rate Premium	19.03	15
RRSP	21	19
Sale/Merger	Ltr. #1	26
Scheduled Time	8.06	5
Seniority	13	9
Shop Stewards	24	20
Strikes, Slowdowns and Lockouts	14	10

Team Coordinator/Premium Pays	19	14
Temporary Relief	13.06	10
Three (3) Hour Shift	Ltr. #2	26
Uniforms and Protective Clothing	25	21
Union Convention/Conference/Education Leave	20.02	15
Union Information	2.02	2
Union Representatives Visits	6	3
Union Shop	3	2
Vacations	12	7
Wage Gap	Appendix B-5	25
Wages	Appendix B	24

EXPIRY DATE: SEPT. 30, 2020

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".

ARTICLE 1 PURPOSE

1.01 The **Co-operative** and the Union have entered into this **Agreement** to record clearly the terms and conditions of employment at the **Co-operative's** Gas Bars to promote the mutual interests of the **Co-operative** and its employees; to provide an amicable means of settling grievances and differences which may arise from time to time; and to establish the framework for working together as a team to achieve the most efficient operation of the Gas Bars and promote customer service.

1.02 **Interpretation:** In this agreement the use of the word "he", "him" or "his" shall be understood to also include the feminine gender.

ARTICLE 2 NATURE OF THE BARGAINING UNIT

2.01 The **Co-operative** recognizes the Union as the sole and exclusive bargaining agent for all employees of the **Co-operative's** Gas Bars **which are located on the same parking lot as the Co-operative's Retail Food Stores**, in the Province of Manitoba, except for the Gas Bar **Manager** and persons above this rank.

Where the Co-operative determines it necessary for the proper operation of the business, one (1) additional Manager per location, may be appointed and excluded from the bargaining unit.

In the event of Red River Cooperative Ltd. Retail Food Store closures, where Gas Bars are located on the same parking lot, the Gas Bars shall remain covered under this Collective Agreement.

2.02 Upon written request from the Union, the Co-operative shall provide an Excel list containing the current names, Social Insurance Numbers, employee numbers, addresses, telephone numbers, classifications, departments, gender, birth dates, status and rates of pay of all bargaining unit employees.

ARTICLE 3 UNION SHOP

3.01 The **Co-operative** agrees to retain in its employ within the bargaining unit, as outlined in **Article 2** 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.

3.02 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**.

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

3.04 The **Co-operative** shall provide the Union, once a month, with an Excel list containing the names and Social Insurance Numbers of all employees who have terminated, retired, laid off, on sick leave or on leave of absence, during the previous month.

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 The **Co-operative** agrees to deduct from the wages of the employee such **Union Dues** and **Initiation Fees** 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 (**1st**) paycheque(s). Monies deducted during any month shall be forwarded by the **Co-operative** to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the **Co-operative's** four (4) or five (5) weeks' accounting period

and accompanied by a four **(4)** weeks or monthly electronic **Excel** file containing the name **and** Social Insurance Number of the employees for whom deductions were made and the amount of each deduction.

ARTICLE 5 RECOGNITION OF MANAGEMENT'S RIGHTS

5.01 The Union acknowledges that the management of the **Co-operative** including the right to plan, direct and control operations of the Gas Bars and the products to be handled; the direction of the working force including to assign duties, promote, demote employees; to maintain order, and efficiency; to require employees to observe **Co-operative's** rules and regulations; to discipline employees including to suspend or discharge for proper cause, and those matters requiring judgment as to competency of employees, is the sole right and function of the **Co-operative**.

 The parties agree that the foregoing enumeration of management rights shall not be deemed to exclude all other recognized functions of management not specifically covered in this Agreement.

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

ARTICLE 6 UNION REPRESENTATIVES VISITS

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

ARTICLE 7 PROBATIONARY PERIOD

7.01 New employees **hired after July 31, 2017** shall be on probation for **five hundred (500)** hours worked. The **Co-operative** at their sole discretion, may discharge any probationary employee during the employee's probationary period and the Union shall have no recourse to the Grievance and Arbitration **Articles** of the Collective Agreement.

ARTICLE 8 HOURS OF WORK

8.01 Part-time employees shall not normally be scheduled in excess of **forty (40) hours per week** or five (5) days per week as required by management in accordance with **Article 13**. Work days of four (4) hours to ten (10) hours paid at regular rates of pay may be scheduled by management.

 The normal basic work week for full-time employees shall be forty (40) hours per week to be worked in five (5) days. Work days of four (4) hours to ten (10) hours may be scheduled by management to a maximum of forty (40) hours in a week paid at regular rates of pay. **A minimum of one (1) bargaining unit employee, per location, shall be employed on a full-time basis.**

 With the exception of the meal period if applicable an employee's shift for the day shall be comprised of consecutive hours of work unless otherwise mutually agreed.

8.02 The **Co-operative** shall post a weekly schedule no later than twelve (12) noon Friday of each week for the following two (2) weeks.

 Part-time employees shall co-operate in covering required hours of business, including rotating shifts, due to the limited number of persons in a work team at each Gas Bar. The **Co-operative** has the right to call in other part-time employees not previously scheduled to work, if required by the business.

8.03 Employees shall record their own time at work including the time they start and finish work and the time they commence and return from meal periods on either time sheets or by means of a time clock, time sheets or similar recording device provided by the **Co-operative**.

 The **Co-operative** agrees to make available the hours of work data for individual employees in respect to the previous two (**2**) weeks upon request from the full-time Union Representative for the purpose of investigating a potential grievance.

8.04 The schedule of hours for the week or scheduled work period may be changed without notice in the event of unscheduled absence of employees, or as may be required by management, or in the event of emergencies such as storm, flood, breakdown of equipment, hazardous conditions, or other instances of force majeure. Such notice shall be given as far in advance as practicable by management.

8.05 Should an employee be required to work in excess of **their** scheduled hours due to an unscheduled absence of employees, unexpected business requirements, an emergency, or as may be required on occasion by management, such employee shall not work in excess of forty (40) hours in a week at the employee's regular rate of pay.

8.06 **Call-In Time:** Employees called in and who report for work shall, if required to work less than three (3) hours, receive three (3) hours pay at their regular hourly rate.

Scheduled Time: Employees scheduled 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.

8.07 Sunday shall be considered the first day of the week for payroll purposes.

ARTICLE 9 MEAL AND REST PERIODS

- (a) Employees shall receive one (1) rest period with pay for a shift of more than three (3) hours and not more than five (5) hours.
- (b) **Employees** working a shift of more than five (5) hours and less than seven (7) hours shall receive two (2) rest periods, one **(1)** with pay and one **(1)** without pay. An employee may voluntarily choose to waive the unpaid rest period **and leave work early, upon Management's approval.**
- (c) **Employees** working a shift of seven (7) or more hours shall receive two (2) rest periods with pay and a meal period without pay.
- (d) All rest periods and meal periods will be fifteen (15) minutes. When relief is available, by mutual agreement, the unpaid meal period could be extended to thirty (30) minutes.

ARTICLE 10 OVERTIME

10.01 Overtime shall be paid at one and one-half (**1½**) times the employee's regular hourly rate of pay.

10.02 All time worked in excess of ten (10) hours **in any one (1) day** or, in the event as may be required and authorized by management, in excess of forty (40) hours in **any calendar** week, the employee shall be paid at **the rate of one** and one-half (**1½**) **times** their regular hourly rate **of pay** for such time worked.

10.03 Overtime shall be offered to the most senior employee on the shift providing the employee has the ability and skill to perform the required overtime work. If the senior employees do not wish to accept overtime, management shall have the right to assign such work to such other junior employees who have the necessary ability and skill

and who are at work at the time. It is understood by the Union and employees that overtime may be required by the **Co-operative** due to the minimum staffing of each Gas Bar and junior employees on the basis of a rotation would be required to work the overtime.

10.04 Employees who are required to work overtime on the completion of their ten (10) hour shift shall receive an uninterrupted fifteen (15) minute rest period with pay at the conclusion of the their scheduled shift, and shall receive an additional uninterrupted fifteen (15) minute rest period with pay at the conclusion of each additional two (2) hours of overtime worked.

ARTICLE 11 GENERAL HOLIDAYS

11.01 The following days shall be **recognized and** considered as **paid** General Holidays.

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

Employees required to work on a General Holiday listed above shall be compensated at the rate of **one** and one-half (1½) **times** their hourly rate **of pay** for **all time** worked.

Due to the nature of the business and the proper staffing of the facility, a part-time employee may work up to forty (40) hours at regular rate during the week of the General Holiday. Full-time employees may request to work up to forty (40) hours at straight time during the week of a holiday. Such request will not be unreasonably withheld.

11.02 In order for an employee to **qualify** for General Holiday **with pay, they** must not have been voluntarily absent from their scheduled work day **immediately** prior to **or immediately** following such holiday;

Vacation, illness, injury, or any other authorized leave of absence shall not disqualify an employee.

Any employee receiving a payment under Workers Compensation, for the full week in which the General Holiday(s) occurs, shall not be entitled to General Holiday pay.

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

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

11.05 It is understood that all employees may be scheduled on General Holidays on a rotating basis and the employees agree to cooperate.

ARTICLE 12 VACATIONS

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

- (1) the period of vacation;
- (2) the aggregate of periods not exceeding thirty (30) working days in all, comprised of:
 - (i) time during which the employee has been authorized by the **Co-operative** to be absence 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.

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

Full-time employees shall receive the following vacations:

After one (1) year of full-time service by **May1st** - two (2) weeks;

After five (5) years of full-time service by **May1st** - three (3) weeks;

subject to the "Employment Standards Code" of the Province of Manitoba.

12.02 Part-time employees will receive vacation pay allowance based on their previous year's wages earned January 1st to December 31st, and paid to them during the month of February as follows:

one (1) year of service	-	Four (4%) percent
five (5) years of service	-	Six (6%) percent

12.03 When a General Holiday occurs during a full-time employee's vacation period, an extra day's vacation shall be granted if the holiday is one which the employee would have received had **they** been working. If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra day's pay shall be given in lieu of an extra day's vacation.

12.04 Full-time employees who work less than one (1) year and whose employment is terminated, shall receive vacation pay calculated at four (4%) percent of their total wages earned for the period of time for which they have not received any vacation pay.

12.05 Upon written request of the employee, the **Co-operative** agrees to grant part-time employees time off for vacation purposes without pay, based on the full-time employees' schedule for the vacation entitlement for the number of weeks entitlement only.

12.06 The words total wages earned, whenever stated in this **Article**, shall mean all wages earned, with the exception of vacation payments, overtime and payment relating to termination of employment.

12.07 Upon written request of an employee to the Human Resources **Manager**, no later than January 15th for the year vacation pay is payable for a part-time employee (and no later than three (**3**) weeks before a full-time employee ceases working for the **Co-operative** to go on an approved leave of absence for maternity or parental leave), the **Co-operative** shall defer payment of part-time vacation pay allowance (or full-time vacation entitlement under **sub-article 12.01**) until after completion of the leave. Payment will be made within three (3) weeks of the employee's return to work, if written notification of return is forwarded to the Human Resources **Manager** in accordance with

the filing requirements of **Employment Insurance** as they may exist from time to time. In such instance the vacation pay shall be allocated to the week it is paid.

ARTICLE 13 SENIORITY

13.01 Seniority for employees shall be determined from the date of the employee's most recent employment at each specific Gas Bar location as a part-time employee or as a full-time employee.

13.02 (a) Employees shall acquire seniority based on accumulated hours worked. A list by Gas Bar location of part-time and full-time employees and their seniority will be provided to the Union in January and July of each year.

(b) **Employees returning from an authorized absence, which includes an absence provided for under this Collective Agreement, verified illness and/or injury, Worker's Compensation, Manitoba Public Insurance, or a leave provided for under *The Employment Standards Code*, the Co-operative shall credit the employee's accumulated hours by averaging the employee's hours worked in the twenty-six (26) weeks just prior to the employee's leave and multiplying that number by the number of complete weeks of authorized absence to determine the employee's accumulated hours for scheduling and call-in purposes.**

13.03 The **Co-operative** agrees to consider an employee's seniority on a city-wide basis when evaluating the request for a transfer in the event of a Gas Bar closure. An employee required or allowed to transfer to another Gas Bar by the **Co-operative** will maintain **their** seniority in the new location. The **Co-operative** reserves the right to determine to which facility an affected employee is transferred.

13.04 In scheduling or calling in part-time employees, preference in available hours of work in a week shall be given to senior part-time employees within the Gas Bar insofar as this is consistent with their availability and willingness to perform the work, providing the employee has the skill and ability to handle the work to be performed in a competent manner.

13.05 To enhance the **Co-operative's** ability to develop staff to assist in the efficient staffing of each Gas Bar, management may designate an individual on the basis of their merit as determined by management for:

- (a) relief of management personnel; and
- (b) when not relieving such designated employee shall be assigned hours equal to but not more than the senior unrestricted part-time employee at the Gas Bar.

13.06 **Temporary Relief:** The **Co-operative** will limit the use of **Retail Food Store** personnel to relieve a Gas Bar employee to emergency situations and unusual personal circumstances. The **Co-operative** agrees that while a **Retail Food Store** employee operates a Gas Bar, that employee shall be covered in every respect by the terms of the Collective Bargaining Agreement covering **Retail Food Store** employees.

13.07 It is agreed that each specific Gas Bar location shall be considered a separate entity for all purposes in connection with the administration of this Agreement, employee seniority, and for the purposes of The Labour Relations Act and The Employment Standards Code of the Province of Manitoba.

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

ARTICLE 14 STRIKES, SLOWDOWNS AND LOCKOUTS

14.01 There shall be no strikes, slowdowns or lockouts by the parties to this Agreement during the term of the Agreement.

ARTICLE 15 PRICING, STOCKING AND REPLENISHING

15.01 Rack jobbers, suppliers, sales drivers and product demonstrators involved in stocking, replenishing, making displays, removing unusable product and promoting product shall be exempt from Article 2, Nature of the Bargaining Unit.

ARTICLE 16 DISCIPLINE/DISCHARGE

16.01 **A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined, shall be present when an employee of the bargaining unit is being disciplined or is being discharged.**

16.02 **All disciplinary meetings shall be held in private and shall take place in a location on the Co-operative's premises.**

16.03 The employee and the Shop Steward will be given a copy of such discipline which is to be entered on the employee's personnel file. A copy of the discipline 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 such notice, **within forty-eight (48) hours of it being issued**. It is agreed that a breach of this clause does not invalidate the discipline.

16.04 The signing of disciplinary **or discharge** notices by Shop Stewards or employees does not mean that they are in agreement, or that they support the content of the disciplinary **or discharge** notice, but is an acknowledgment that they have received said disciplinary **or discharge** notice.

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

ARTICLE 17 GRIEVANCE PROCEDURE

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

17.02 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.

17.03 All grievances shall be submitted in writing and shall set forth, clearly, the issues and contentions of the aggrieved party. The **Co-operative** shall then reply, in writing, to the Union's grievance.

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

- (a) by a discussion between the employee and the Union Representative, or the employee's immediate superior.
 - (i) When an employee takes a grievance to the Union Representative, Step One of the Grievance Procedure shall be considered complied with, providing the Union Representative files the grievance in writing with Management or **their** designate. Management shall reply to the grievance in writing within five (5) calendar days to the Union. After five (5) calendar days, the Union Representative may proceed to Step Two.
 - (ii) If an employee takes a grievance to **their** immediate superior and a satisfactory settlement has not been reached within five (5) calendar days, then:
- (b) The Union Representative or Representatives may take the matter up with the **Co-operative** Official designated by the **Co-operative** to handle labour relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.
- (c) If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision, but not thereafter, the matter may then be referred to an Arbitrator, selected in accordance with Article 19.

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

ARTICLE 18 ARBITRATION

18.01 After one 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 18.02**.

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.

18.02 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) William Hamilton
- (2) Michael Werier
- (3) Arne Peltz

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.

18.03 Whenever one 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 requirement, 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 requirement, 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.

18.04 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.

18.05 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 he deems advisable.

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

18.07 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 18.05** 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.

18.08 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.

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

ARTICLE 19 TEAM COORDINATOR/PREMIUM PAYS

19.01 In management's sole discretion, where a Team Coordinator is required such employee will be appointed as determined by management. **A premium of one (\$1.00) dollar per hour, effective first pay period following ratification, for all regular hours shall be paid to an employee so appointed.**

19.02 In management's sole discretion, an employee may be appointed as determined by Management as Person-in-Charge on a shift. A premium of fifty (50¢) cents per hour for all regular hours shall be paid to an employee so appointed on shift in excess of two (2) hours when the **Gas Bar Manager** or Team Coordinator is not on the shift.

19.03 **Relieving Rate Premium**

An employee assigned to relieve a Gas Bar Manager for one (1) full calendar week or more, shall receive one (\$1.00) **dollar** per hour in addition to **their regular** hourly rate of pay for all time so designated by the **Co-operative**. This premium will be paid to a maximum of one **(1)** employee at any time. The Relieving Rate premium shall be paid for all hours including General Holiday pay, vacation pay and overtime.

ARTICLE 20 **LEAVES OF ABSENCE**

20.01 Occasionally an employee may request a leave of absence. Such requests should be in writing and presented to the person who prepares the work schedule. All leaves of absence will be without pay and benefits.

Consideration will be given taking into account, for example, the efficient operation of the business, the frequency of previous leaves, and the impact of the work team.

20.02 **Union Convention/Conference/Education Leave**

A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Co-operative upon receiving a written request from the Union. Time off shall not be granted to more than one (1) employee at any one (1) time unless otherwise mutually agreed to between the Co-operative and the Union, and the duration of any such leave shall not exceed seven (7) calendar days per occasion. The Union shall give the Co-operative written notice not less than fifteen (15) days before the requested leave is to commence. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall not be unreasonably denied by the Co-operative.

20.03 **Negotiation Leave**

The Co-operative shall allow one (1) employee from the bargaining unit time off without pay for the purpose of attending negotiations for the renewal of the Collective Agreement.

Maternity Leave /Parental Leave /Including Adoption Leave**A. Maternity Leave**

A female employee shall be granted a maternity leave of absence without pay by the **Co-operative**. Said employee shall be re-employed by the **Co-operative** after the birth and must return to work 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 group insurance benefits required because of a disabling medical condition directly attributable to pregnancy, shall be granted to qualified employees under the same conditions as these benefits are granted to other disabled employees who qualify under the terms of the Plan(s).

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

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

(b) who 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 thirty-seven (37) 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.

(4) **Reinstatement of Employee**

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 to 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.

- (5) 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 group insurance may elect to continue to pay the premium themselves during their leave.

20.05 The Company shall comply with *The Employment Standards Code* as it applies to Bereavement, Compassionate Care and Family Leave. However, the following is provided as a guideline of information:

20.06 Compassionate Care Leave

Employee(s) who have been employed for at least thirty (30) days **shall** be allowed up to **twenty-eight (28)** weeks of Compassionate Care Leave for the purpose of providing 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. Family member is defined as **the**:

- **employees’** child or the child of **the employees’** spouse, common-law partner **or same sex partner**
- **employees’** wife/husband, common law partner **or same sex partner**
- **employees’** father or mother
- **employees’** brother or sister
- **employees’** aunt or uncle
- **employees’** niece or nephew
- **employees’** father’s wife/mother’s husband; or
- the common-partner **or same sex partner** of **the employees’** father/mother
- those who are not related but are considered a family member

Notification, eligibility and duration requirements shall be as per the *Employment Standards Code*.

20.07 Family Responsibility Leave

Employee(s) who have been employed for at least thirty (30) days **shall** be allowed up to three (3) unpaid days of Family **Responsibility** Leave to deal with personal illness or the needs of a family member. Employee(s) must provide **the Co-operative** with as much notice as reasonable and practical. They must also provide reasonable verification that the leave is necessary, if requested by the **Co-operative**. Family member is defined as **the**:

- **employees’** child or the child of **the employees’** spouse, common-law partner **or same sex partner**
- **employees’** wife/husband, common law partner **or same sex partner**
- **employees’** father or mother
- **employees’** brother or sister
- **employees’** aunt or uncle
- **employees’** niece or nephew
- **employees’** father’s wife/mother’s husband; or
- the common-partner **or same sex partner** of **employees’** father/mother
- those who are not related but are considered a family member

Notification, eligibility and duration requirements shall be as per the *Employment Standards Code*.

20.08 Bereavement Leave

Employee(s) who have been employed for at least thirty (30) days will be allowed up to three (3) unpaid days of Bereavement Leave for the death of a family member. Employee(s) must provide **the Co-operative** with as much notice as reasonable and practical. Family member is defined as **the**:

- **employees'** child or the child of **the employees'** spouse, common-law partner **or same sex partner**
- **employees'** wife/husband or common law partner
- **employees'** father or mother
- **employees'** brother or sister
- **employees'** aunt or uncle
- **employees'** niece or nephew
- **employees'** father's wife/mother's husband; or
- the common-partner **or same sex partner** of **employees'** father/mother
- those who are not related but are considered a family member

Notification, eligibility and duration requirements shall be as per the *Employment Standards Code*.

ARTICLE 21 RRSP

21.01 A full-time employee who has worked continuously for **three thousand and one (3001)** hours shall be eligible to qualify for a maximum RRSP contribution payment by the **Co-operative of two (2%) percent** of the employee's annual gross earnings. To qualify, an employee must contribute to a RRSP fund and verify payment to the **Co-operative** prior to February 1st, the amount paid to an RRSP fund at a financial institution. The **Co-operative** will match the employee's contribution which in no event will exceed a maximum contribution of **two (2%) percent** of the employee's gross earnings in the previous calendar year. Such opportunity will be deemed waived if not exercised by February 1st of the following calendar year.

ARTICLE 22 BI-WEEKLY PAY AND DIRECT BANK DEPOSIT

22.01 It is agreed that bi-weekly pay and/or direct bank deposit has been accepted as a condition of employment by the employee. The **Co-operative** shall advise employees with four (4) weeks advance notice prior to implementation of such new payroll system(s).

ARTICLE 23 BULLETIN BOARD

23.01 The **Co-operative** shall allow the Union to install its own bulletin board on the Co-operative's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. Notices shall first receive approval of Management. The location of the bulletin board shall be mutually agreed to between the Co-operative and the Union and shall be situated in a prominent place.

ARTICLE 24 SHOP STEWARDS

24.01 The **Co-operative** recognizes the right of the Union to appoint **and/or elect** one (1) Shop Steward per Gas Bar location.

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

24.03 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.

24.04 The Shop Stewards must appreciate and understand the fact that the Gas Bar Manager's duty and responsibility is to run the operation according **to** the **Co-operative's** policies and specifications.

24.05 Gas Bar Managers and Shop Stewards must jointly encourage employees in the Gas Bar to have their concerns resolved by the Gas Bar Manager and /or Shop Steward on matters dealing with the Agreement.

24.06 The Gas Bar management should welcome Shop Stewards and employees in their Gas Bar bringing complaints or alleged grievances to the attention of the Gas Bar management.

24.07 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.

24.08 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**.

24.09 When an employee in the bargaining unit is subject to a disciplinary interview (where the **Co-operative** intends to discipline **or discharge** an employee, said employee shall have a Shop Steward present or, in the absence of a Shop Steward, another employee present from the commencement of the interview. It is understood that this **Article** will be deemed complied with if the **Shop** Steward or other employee as noted in **this Article** (while preferred to come from the Gas Bar as a result of the limited number of employees available) may be designated to be from **the Red River Cooperative Ltd. Retail Food Stores** bargaining unit of UFCW Local No. 832. **Management shall not be prevented from investigating the circumstances, or enquiring on a matter, which may lead to discipline.**

24.10 Gas Bar management and Shop Stewards shall cooperate with one another in the administration of the Agreement.

ARTICLE 25 UNIFORMS AND PROTECTIVE CLOTHING

25.01 The **Co-operative** agrees that during the term of this Agreement it will provide special clothing such as raincoats, parkas, and snow pants in appropriate sizes and in accordance with past practice.

- 25.02**
- (a) **New employees will be provided with one (1) shirt at the time of hire.**
 - (b) **Every 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.**

ARTICLE 26 HEALTH AND SAFETY

26.01 The **Co-operative**, the Union and the employees mutually agree to cooperate in maintaining and improving safe working conditions in all of the **Co-operative's** Gas Bars.

26.02 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 Gas Bars 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.

26.03 The Union or any employee may bring to the attention of the **Co-operative** any health and safety concerns.

26.04 The Co-operative agrees to post a Working Alone Policy.

ARTICLE 27 EXPIRATION AND RENEWAL

27.01 This Agreement shall be effective from **October 1, 2016** and shall remain in force until **September 30, 2020** 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.

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

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

SIGNED THIS DAY OF , 2017.

FOR THE UNION:

FOR THE CO-OPERATIVE:

APPENDIX A

HEALTH AND WELFARE BENEFITS

A-1 Manitoba Safeway / UFCW Local 832 Health and Welfare Plan (Plan 2)

- (a) The **Co-operative** agrees to include all employees in the Manitoba Safeway /UFCW Local 832 Health and Welfare Plan (Plan 2) to provide health and welfare benefits as decided from the Board of Trustees as decided from time to time.
- (b) The **Co-operative** agrees to pay **zero (0¢)** cents per hour contribution for all regular hours paid, sick pay (not including weekly indemnity), employees vacation as entitled under **sub-article 12.03**, 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.
- (e) The **Co-operative** agrees to alter its contributions to the plan in accordance with the amounts and dates as established for Health and Welfare Plan #2 in the **Sobeys West Inc.** Manitoba Retail Collective Agreement.

APPENDIX B

WAGES

B-1 Wage Rates and Classifications

<u>Classification</u>	<u>Current</u>	<u>Effective Oct 8/17</u>	<u>Effective Oct 7/18</u>	<u>Effective Oct 1/19</u>	<u>Effective Oct 1/20</u>
<u>Gas Bar</u>					
<u>Attendant</u>					
0 - 500 hours	\$11.50	\$11.50	\$11.60	\$11.90	\$12.15
501 -1000 hours	11.50	11.55	11.65	11.90	12.15
1001 - 1500 hours	11.50	11.60	11.70	11.90	12.15
1501 - 2000 hours	11.50	11.65	11.75	11.90	12.15
2001 - 2500 hours	11.50	11.70	11.80	11.90	12.15
2501 - 3000 hours	11.50	11.75	11.85	11.95	12.15
3001 - 3500 hours	11.50	11.80	11.90	12.00	12.15
3501 - 4000 hours	11.50	11.85	11.95	12.05	12.15
Over 4000 hours	11.75	12.05	12.15	12.25	12.25

B-3 Lump Sum Payments

All employees with more than **three thousand (3,000)** accrued **service hours** and are actively employed on **July 31, 2017** shall receive a **lump sum payment** of **two hundred and fifty (\$250.00) dollars**, less normal deductions.

All employees who have accrued **service hours** of **one thousand (1,000) hours up to and including three thousand (3,000) hours** and are actively employed on **July 31, 2017** shall receive a **lump sum payment** of **one hundred and fifty (\$150.00) dollars**, less normal deductions.

All employees who have accrued **service hours** of **less than one thousand (1,000) hours** and are actively employed on **July 31, 2017**, shall receive a **lump sum payment** of **seventy-five (\$75.00) dollars**, less normal deductions.

The **lump sum payment** as per this Appendix B-3 shall be paid within **three (3) weeks** of **July 31, 2017**.

B-4 The parties agree that Appendix “**B**” does not prevent the implementation of additional premiums or other incentives as determined by the **Co-operative** from time to time. Where it is necessary for the **Co-operative** to hire at a rate greater than the rate posted in Appendix “**B**” (but not to exceed the top rate) due to labour market conditions, the newly hired employees will be credited with the corresponding number of career hours to their assigned rate.

B-5 **Wage Gap**

The parties agree that should the minimum wage in the province of Manitoba increase during the term of this **Agreement**, the rates will be adjusted so as to ensure there is a minimum **twenty-five (25¢) cent** differential between any Gas Bar rate and the minimum wage for the province.

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".

#1: SALE/MERGER

It is the intent of the Co-operative to advise any purchaser or merging **Co-operative** of the existence of a **Collective Agreement**.

#2: THREE (3) HOUR SHIFTS

Notwithstanding anything to the contrary in **Article 8** of the Collective Agreement, the **Co-operative** may schedule one (1) three (3) hour shift per day per Gas Bar location to deal with peak volume times.

#4 BONUS VACATION WEEK

In their **tenth** year of employment (by April 1st for full time employees and by January 1st for part time employees) only, each eligible employee will receive an additional week of vacation with pay (full time employees) or **two (2%) percent** vacation pay (part-time employees).

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

SIGNED THIS DAY OF , 2017.

FOR THE UNION:

FOR THE CO-OPERATIVE:

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:


You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the Union requires payment of Union dues, and initiation fees as authorized by the Union. Articles of the Agreement between the **United Food & Commercial Workers Union, Local No. 832**, and **Red River Cooperative Ltd.** (Gas Bars) contain the following statements:

“The **Co-operative** agrees to retain in its employ within the bargaining unit, as outlined in **Article 2** of this Agreement, only members of the Union in good standing. The **Co-operative** shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official **Membership Application** form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.”

“The **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.”

“The **Co-operative** agrees to deduct from the wages of the employee such **Union dues** and **Initiation Fee** 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 (1st) paycheque(s). Monies deducted during any month shall be forwarded by the **Co-operative** to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the **Co-operative's** four (4) or five (5) weeks' accounting period and accompanied by a four (4) weeks or monthly electronic **Excel** file containing the name and Social Insurance Number of the employees for whom deductions were made and the amount of each deduction.”

Please complete the Membership Application (sample below) immediately and return it to the Co-operative so it is forwarded to UFCW, Local No. 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

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