

**RED RIVER COOPERATIVE LTD.  
AT SELKIRK**

FROM: April 1, 2020  
TO: March 31, 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". 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. FOOD STORE IN SELKIRK

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**EXPIRY DATE: MARCH 31, 2025**

**AGREEMENT BETWEEN:**

**RED RIVER COOPERATIVE LTD. FOOD STORE**, in the City of Selkirk, 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      DEFINITIONS**

**1.01              Full-Time Employee**

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

**1.02              Part-time Employee**

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

1.03 **Masculine or Feminine Gender**

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

1.04 **Plural and Singular**

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

**ARTICLE 2 SCOPE**

2.01 The **Co-operative** recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of **the Red River Cooperative Ltd. Food Store** in the City of Selkirk, Province of Manitoba, save and except one (1) Head Cashier **or one (1) Front End Manager**, Department Managers, **Health and Wellness Advisor, Graduate and Undergraduate Pharmacists, Registered Pharmacy Technicians**, those above the rank of Department Manager, and those excluded by the Act.

2.02 **Two (2) Management Trainees** shall be included in the bargaining unit. The **Co-operative** agrees that not more than **two (2) Management Trainees** shall be on staff at any one (1) time unless otherwise mutually agreed between the **Co-operative** and the Union **and limited to one (1) per department. The Co-operative shall retain the sole right and function in respect to promotions, and demotions and the Union agrees that promotions and demotions, in respect to bargaining unit employees referred to in this Article shall not be subject to the grievance and arbitration articles provided in this Agreement.** The **Co-operative** shall provide the Union with advance written notification of any **Management Trainees** who **are** to be so employed.

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

2.04 The **Co-operative** shall provide the Union in January **and July** of each calendar year with an **electronic Excel** list containing the current names, **Social Insurance Numbers, employee numbers**, addresses, telephone numbers, classifications, **departments, status**, and rates of pay of all bargaining unit employees.

### **ARTICLE 3                    MANAGEMENT RIGHTS**

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

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

**3.03**                    The **Co-operative** shall be the sole judge as to the merchandise to be handled in its store.

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

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

### **ARTICLE 4                    UNION SECURITY**

**4.01**                    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. The Union agrees that it will not request the discharge or discipline of employees except for non-payment of **Union dues and/or initiation fee**.

**4.02**                    The **Co-operative** agrees to provide each new employee and rehired employee, at the time of employment, with a form letter (Exhibit One) outlining to the employee **their** responsibility in regard to payment of **Union dues and initiation fee**.



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

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

## **ARTICLE 5 DUES CHECK-OFF**

5.01 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 pay.** Monies deducted during any period shall be forwarded by the **Co-operative** to the Secretary-Treasurer of the Union **by electronic direct deposit** not later than three (3) weeks following the end of the complete pay period and accompanied by an **electronic Excel** statement of the names and Social Insurance Numbers of the employees for whom the deductions were made and the amount of each deduction.

5.02 Each year the **Co-operative** will calculate the amount of **Union dues** deducted from the employees' pay and shall indicate same on the T-4 slip for each employee no later than February 28<sup>th</sup>.

## **ARTICLE 6 PROBATIONARY PERIOD**

6.01 **New employees shall be on a probationary period for three hundred (300) hours worked. Employees who are hired into the classification of 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 7 SENIORITY**

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

**7.02**  
**employee:**

Seniority shall be broken and **services terminated if an**

- (a) **is duly discharged** by the **Co-operative** and not reinstated through the **Grievance and/or Arbitration** procedure of this Agreement;
- (b) **voluntarily quits or resigns;**
- (c) **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 7.02 (d);**
- (d) an employee fails to report for work within ten (10) calendar days of being recalled after a layoff. When the **Co-operative** recalls an employee who has been laid off, it shall notify such employee by registered letter, addressed to the employee's last known address;
- (e) **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;**
- (f) **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.**

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

**7.04** Any employee promoted to a position outside of the bargaining unit shall be on a trial period for a period of three (3) calendar months. If the employee is not successful in **their** new position, or if the employee decides to return to **their** former job within the bargaining unit, same will be allowed within the three (3) month period. Any employee who returns to the bargaining unit within the three (3) month period shall do so without loss of seniority and benefits.

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

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

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

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

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

**7.10** When a part-time employee works the basic work week for thirteen (13) consecutive weeks, a full-time position shall be deemed to have been created and shall be filled in accordance with Article 10 of this Agreement. This clause does not apply where the employee is filling in for vacation relief.

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

- (a) create more full-time jobs where possible; and
- (b) increase the hours of work for senior part-time employees who wish to work the additional hours.

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

**7.12** The **Co-operative** shall prepare and publish a seniority list in January and July each calendar year. One (1) copy shall be posted on the bulletin board and a copy shall be **faxed or emailed** to the Union office.

**7.13** The word "department" referred to in this article shall be defined as follows:

- (a) Groceries
- (b) Meat
- (c) Produce
- (d) Bakery
- (e) Deli
- (f) Pharmacy**

## **ARTICLE 8      JOB SECURITY - FULL-TIME EMPLOYEES**

**8.01** The Co-operative agrees that not less than eighteen point five (18.5%) percent of all employees working in the bargaining unit, shall be employed as full-time employees. The Co-operative agrees that the full-time ratio will not be used to reduce any current full-time employee to part-time.

**8.02** 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.

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

**8.04** 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), 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 this count will not be used to reduce any current full-time employee to part-time.

**8.05** 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.

**8.06** 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.

## **ARTICLE 9** **TEMPORARY LAYOFFS AND RECALL**

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

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

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

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

## **ARTICLE 10** **PROMOTIONS/VACANCIES/NEW POSITIONS**

10.01 Vacancies within the scope of this Agreement shall be visibly posted on the bulletin board within seven (7) calendar days from which the vacancy occurred and employees shall be allowed a further seven (7) calendar days in which to make a written application for such vacancy. The **Co-operative** will notify the Shop Stewards of all such vacancies, when the vacancy is posted.

10.02 New positions within the scope of this Agreement shall be visibly posted on the bulletin board and employees shall be allowed seven (7) calendar days in which to make a written application for this new position. The **Co-operative** will notify the Shop Stewards of all such new positions when the new position is posted.

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

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

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

#### **ARTICLE 11 BULLETIN BOARDS/DECALS**

11.01 The **Co-operative** shall allow the Union to install its own bulletin board on the **Co-operative's** premises covered by this Agreement, and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement, providing that such notices shall first receive the approval of the **Store Manager** which approval shall not be unreasonably withheld. 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.

11.02 The **Co-operative** agrees that during the term of this Agreement, it will permit the Union to supply and install its decals in the location 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 12 STRIKES AND LOCKOUTS**

12.01 During the term of this Agreement there shall be no strike, slowdown, or work stoppage on the part of the Union or employees covered by this Agreement, nor shall there be a lockout on the part of the **Co-operative**.

#### **ARTICLE 13 ADJUSTMENT OF GRIEVANCES**

13.01 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.

**13.02**                    **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.

**13.03**                    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.

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

**13.05**                    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.

**13.06**                    All grievances shall be submitted in writing.

**13.07**                    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 13.05 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.

**13.08** 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 14.

**ARTICLE 14 SELECTION OF AN ARBITRATOR**

**14.01** 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 14.02.

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.

**14.02** 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:

**Michael Werier  
Michael T. Green  
Keith LaBossiere  
Diane Jones  
Grant Mitchell  
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.

**14.03** 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 six (6) 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.

**14.04** 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.

**14.05** 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 deems advisable.

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

**14.07** 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 14.05 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.

**14.08** 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 13 of this Agreement.

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

## **ARTICLE 15            SHOP STEWARDS**

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

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

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

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

### **15.05            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.**

## **ARTICLE 16            DISCIPLINE/DISCHARGE**

16.01            **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 discipline 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.**

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

**16.03** Sub-articles 16.01 and 16.02 above are not intended to prevent Management from investigating the circumstances, or inquiring, on a matter that may lead to discipline

**16.04** 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 16.02.

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

## **ARTICLE 17 LEAVES OF ABSENCE**

### **17.01 Negotiation Leave**

The **Co-operative** agrees to allow a maximum of two (2) employee's time off, without pay, for the purpose of attending negotiations for the renewal of the Collective Agreement. The **Co-operative** reserves the right to limit the representation from a department to one (1) person. **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.**

### **17.02 Union Leave**

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

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

A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Co-operative upon receiving a written request

from the Union. Time off shall not be granted to more than two (2) employees, with not more than one (1) employee from any one (1) department, 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 fourteen (14) 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. 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.

#### 17.04 Bereavement Leave

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

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

It is understood that part-time employees will receive bereavement pay for the number of hours they would normally have worked on those days.

Two (2) additional days' leave with pay may be granted an employee in order to attend a funeral that takes place outside a radius of two hundred (200) kilometers of the City of Selkirk.

**The Co-operative shall provide one (1) day off without pay, to any employee who attends a funeral/memorial of a person who is not a member of the employee's immediate family.**

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

17.05                    **Jury Duty Pay/Witness Fees**

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

17.06                    **Personal Leaves**

**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) calendar 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.**

17.07                    **Maternity Leave**

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

Where an employee intends to return to work immediately following her maternity leave she must give the **Co-operative** a minimum of four (4) weeks' written notice in advance of the day she intends to return to work.

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

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

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

17.08

## **Parental Leave**

### (A) **Entitlements**

Every employee

- (a) who,
  - (i) becomes the natural parent of a child or assumes actual care and custody of a newborn child, or
  - (ii) adopts a child under the law of a province; and
- (b) who has completed **their** probationary period; and
- (c) who submits to the **Co-operative** an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

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

### (B) **Commencement of Leave**

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

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

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

When an application for parental leave under sub-article (A) above is not made in accordance with sub-article (c), the employee is nonetheless entitled to, and upon application to the **Co-operative**

shall be granted, parental leave under this **Article** for the portion of the leave period that remains at the time the application is made.

(D) **Reinstatement of Employee**

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

(E) Parental leave provided for in this **Article** is in addition to any and all maternity leave entitlements that are available to an employee.

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

17.09 **Family Responsibility Leave**

In the event of an illness or injury occurring to an employee's spouse, parent or child, an employee may request, and if so, shall be granted a leave of absence or absences which shall not exceed **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. An employee may utilize three (3) days of accumulated sick days per calendar year if they desire and have accumulated sick days in their sick leave bank for this Family Responsibility Leave.

17.10 **Compassionate Care Leave**

An employee who has been employed for at least thirty (30) days is entitled to an unpaid compassionate care leave of up to **twenty-eight (28)** weeks to provide care or support to a seriously ill family member. The employee must also provide a medical certificate stating that the eligible family member has a serious medical condition with a "significant risk of death within twenty-six (26) weeks", and that the family member requires care or support from one or more family members, as defined by *The Employment Standards Code (Manitoba) 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 17.04 of this Agreement.**

17.11

### Protected Leaves

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

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

17.12 The maintenance of employee benefit plans during a leave of absence for which there is no pay shall be conditional upon the by-laws of the plans concerned and upon payment of the full cost by the employee.

17.13

### Leave Authorization

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

## ARTICLE 18 GENERAL HOLIDAYS

18.01 The following days shall be considered holidays for which there shall be no **reductions** of pay:

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



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

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

**The Co-operative may designate 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.**

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

**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 18.04, 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 18.06.**

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

18.04                    **All part-time employees shall receive General Holiday pay in an amount of five (5%) percent of their total gross earnings (excluding overtime) four (4) weeks immediately prior to the General Holiday.**

18.05 In order for an employee to qualify for a General Holiday with pay the employee must not have been voluntarily absent from their scheduled work day immediately prior to or following such holiday. Vacation, illness, injury, or any other authorized leave of absence shall not disqualify an employee.

18.06 All employees working on General Holidays shall be paid for the holiday as indicated above if they qualify, plus an additional one and one-half (1½) times said hourly rate of pay for all such time worked.

## **ARTICLE 19      VACATIONS**

19.01 Full-time employees will accrue vacation hours in Kronos based on hours worked in the vacation accrual year, May 1<sup>st</sup> to April 30<sup>th</sup>, as outlined in sub-articles 19.03 and 19.11. 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 1<sup>st</sup>. 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:

- (a) the period of vacation;
- (b) leaves of absence outlined in (i) and (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.

**19.02** Employees with less than one (1) years' service by April 30<sup>th</sup> will be entitled to take paid vacation time equal to the hours accrued since their original date of hire.

**19.03** Vacation entitlement for full-time employees, including part-time employees going to full-time as per sub-article 19.14, shall be based on years of continuous service as follows:

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

three (3) or more years by April 30<sup>th</sup> - three (3) weeks' vacation with pay;

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

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

eighteen (18) or more years by April 30<sup>th</sup> - six (6) weeks' vacation with pay;

Only employees with twenty-three (23) or more years by July 15, 2018 shall receive seven (7) weeks' vacation with pay.

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

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 19.05 or unless otherwise mutually agreed to between the employee and the Co-operative.

**19.05** 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.

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

**19.07** 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.

**19.08** 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.

**19.09** Employees who are ill, or disabled because of injury, during their scheduled vacations and, as a result, are hospitalized or confined to their homes for two (2) consecutive days or more, may elect to go on sick leave and in such cases will have the number of days that the employee was confined to home or in hospital while on vacation, rescheduled without disruption to current vacation schedules. The Co-operative reserves the right to request a medical certificate in these situations.

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

**19.11** 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 1<sup>st</sup> to April 30<sup>th</sup>.

Entitlement will be based on years of continuous service with the Co-operative to April 30<sup>th</sup> 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 July 15, 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 amount of hours that will be paid out in each vacation week, is based on the greater of two (2) calculations:

- (a) the average amount 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 amount 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 their full entitlement of accrued vacation hours paid out as a lump sum by direct deposit in the month of May each year. In order to exercise this option, employees must make the request, in writing, to the Co-operative, no later than April 30<sup>th</sup> of each year. Such vacation pay shall be deposited separately and apart from the employee's normal earnings and shall be accompanied by a statement detailing the employee's gross vacation pay and deductions used in determining the employee's net vacation pay.

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.

**19.12** 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.

**19.13** 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 1<sup>st</sup> of each year so as to enable employees to write in their preferred vacation time. Employees shall have until March 1<sup>st</sup> of each year to write in their preferred vacation time. The finalized vacation schedules shall be posted no later than March 15<sup>th</sup> 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<sup>st</sup>.

**19.14** Part-time employees 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.

**19.15** **Vacation Pay During a Leave of Absence**

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

**19.16** 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.

**19.17                      Premiums on Vacation Pay**

All employees will earn vacation pay, as outlined in 19.03 and 19.13 above, on all premium(s) and retroactive pay due to increment wage step increases. 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 20              MEAL AND REST PERIODS**

**20.01                      Meal and rest periods shall be as follows:**

<b>Shift Duration</b>	<b>Paid Rest Periods</b>	<b>Unpaid Meal Periods</b>
<b>Five (5) hours or less</b>	<b>One (1) fifteen (15) minute uninterrupted duration</b>	<b>No meal period</b>
<b>More than five (5) hours but less than seven (7) hours</b>	<b>One (1) fifteen (15) minute uninterrupted duration</b>	<b>One (1) uninterrupted meal period of thirty (30) minute duration</b>
	<b>OR</b> <b>Two (2) fifteen (15) minute uninterrupted duration</b>	<b>OR</b> <b>No meal period</b>
<b>Seven (7) hours or more</b>	<b>Two (2) fifteen (15) minute uninterrupted duration</b>	<b>One (1) uninterrupted meal period of no less than thirty (30) minutes and no more than sixty (60) minutes duration</b>

**20.02                      Meal Periods**

Meal periods shall start not earlier than three (3) hours nor later than five (5) hours after commencement of the employee's shift. Meal periods for all employees shall be scheduled by the **Co-operative** at approximately the midpoint of their daily shift.

**20.03                      Rest Periods**

One (1) rest period shall be granted before and one (1) after the meal period.

Rest periods for all employees shall not begin until one (1) hour after commencement of work or less than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.

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

## **ARTICLE 21 HOURS OF WORK**

### **21.01 Work Week/Full-time Employees**

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

**21.02 In a week in which one (1) General Holiday occurs, the basic work week for full-time employees shall be thirty-two (32) hours.**

**In the week in which the Co-operative observes two (2) General Holidays, the basic work week for full-time employees shall be twenty-four (24) hours.**

### **21.03 Declaration of Availability**

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

### **21.04 Requested Days Off**

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



21.05

### Posting Work Schedule

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.

The Co-operative shall post weekly schedules for all bargaining unit employees no later than Thursday, 6:00 p.m. of each week for the week after for 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.

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

21.06

### Notice of Shift Change

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

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

21.07

**Minimum Call-in**

Employees, when called in and who report for work and no work or insufficient work is available, shall be paid for four (4) hours at their regular hourly rate of pay. No part-time employees attending school (the word "school" shall not include night school) shall be called in or paid for less than **three (3)** hours per day during a school day, and four (4) hours per day during a non-school day, or during the summer school recess.

**21.08** 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.

21.09

**Notice of Shift Extension**

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

**21.10** 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.

21.11                    **Leeway Time**

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

21.12                    **No Split Shifts**

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

21.13                    **Time Sheets/Time Clock**

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

21.14                    **Emergency Pay**

In the event of a major snowstorm, any employee who reports late for work, but in any event within the first **three (3)** hours of **their** scheduled shift, shall receive pay for the full shift. It is understood that overtime rates of pay will not apply until the employee has completed eight (8) working hours.

21.15                    **Minimum Time Off Between Shifts**

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

**ARTICLE 22            OVERTIME**

22.01                    All hours worked:

- (a)            in excess of eight (8) hours in any one (1) day; or
- (b)            in excess of forty (40) hours in any one (1) week; or
- (c)            on their scheduled day off or days off when forty-eight (48) hours' notice has not been given and no emergency exists;

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

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

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

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

22.05 An employee may choose to take compensating time off in lieu of overtime pay. The maximum amount of such accumulated time off shall not exceed forty (40) hours at any one time unless otherwise mutually agreed to between the employee concerned and the **Co-operative**. Employees who choose to take compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) or two (2) hours of paid time off, as the case may be, for each hour of overtime worked. Such compensating time off shall be taken at a time mutually agreed upon between the **Co-operative** and the employee. Employees must use their banked time off with pay within three (3) months of the end of the pay period in which it was earned or it will be paid out to the employee.

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

## **ARTICLE 23 SAFETY AND HEALTH**

23.01 The **Co-operative** agrees to a joint **Safety and Health** Committee which shall meet quarterly and shall conduct safety tours of the **Co-operative's** operation. The committee shall be comprised of two (2) **employees** chosen by the Union and two (2) management persons. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board for all employees to see. **The Union committee members shall be allowed to fax or email a copy of such minutes to the Union Office within fourteen (14) calendar days of completion of the meeting.** The Chairperson of this Committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

23.02 All employees of the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 23.01 above.

23.03 The **Co-operative** agrees to install and maintain a First Aid kit, with adequate First Aid supplies, and an eye wash station.

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

**23.05 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.**

**23.06 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. Water bottles shall not be allowed in food production areas.**

**ARTICLE 24 WAGE RATES/ CLASSIFICATIONS/ PAY DAYS**

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

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

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

**24.04**                    **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¢) cent 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.

**ARTICLE 25**            **RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS**

**25.01**                    **In-Scope Relieving Rate**

An employee required to fill a position temporarily within the scope of this Agreement for more than two (2) consecutive working days, paying a higher rate of pay, shall receive not less than the minimum of the range of the temporary position, or, **seventy-five (75¢)** cents per hour in addition to their regular hourly rate of pay, whichever is greater, for all time so employed. Where an employee's hourly rate of pay is greater than the minimum allowed in the classification in which the employee is relieving, said employee shall receive the next highest rate to that which is the employee's normal hourly rate of pay in the classification in which the employee is relieving, or **seventy-five (75¢)** cents per hour, whichever is greater. In no event, however, shall the employee's relieving rate exceed the top rate of pay in the classification in which the employee is relieving.

**25.02**                    **Out-of-Scope Relieving Rate**

An employee assigned to temporarily relieve in a position which is out of the scope of this Agreement, 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.

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.

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

**ARTICLE 26      PREMIUM PAY**

**26.01                      Sunday Premium**

An employee who is required to work at any time on a Sunday shall be paid a Sunday premium in addition to **their** regular hourly rate of pay in the amount of **one (\$1.00) dollar** per hour for each such hour and portion of an hour worked. Sunday premium shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.

**26.02                      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 22.01.

**26.03                      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 dollar and fifty cents (\$1.50) 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.

**26.04                      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 3.02 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 over-scale Clerk rate for that year, unless they are currently over-scale employees. In that circumstance, said employees will keep the two (\$2.00) dollar pay differential outlined above.

## **ARTICLE 27**      **PAYMENT FOR MEETING ATTENDANCE**

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

## **ARTICLE 28**      **MONETARY SHORTAGES**

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

## **ARTICLE 29**      **UNION REPRESENTATIVE'S VISITS**

29.01                      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 Collective Agreement are being implemented.

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

- (a)      carried on in a place **in the store** designated by **Management**;
- (b)      held whenever possible during the lunch period; however, if this is not practical;
- (c)      held during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on **Co-operative** time unless with the approval of **Management**;
- (d)      held at such times as will not interfere with service to the public.



**29.03** 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 13 of this Agreement.

### **ARTICLE 30 PREVIOUS EXPERIENCE**

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

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

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

### **ARTICLE 31 COURT'S DECISION**

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

### **ARTICLE 32 HEALTH AND WELFARE BENEFITS REFERRAL**

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

### **ARTICLE 33 DUTY TO ACCOMMODATE**

**33.01** 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.

**33.02** 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.

**33.03** 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 possible. Cost of all Functional Abilities Forms required shall be paid by the Co-operative.

#### **ARTICLE 34 PHYSICAL EXAMINATIONS/DOCTOR'S NOTE**

**34.01** 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:

- (a) The employee has been formally advised that their attendance record is unacceptable and that Doctor's certificates will be required in the future; or
- (b) 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 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.

### **ARTICLE 35 NOTICE OF PERMANENT LAYOFF/SEVERANCE PAY**

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

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

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

### **ARTICLE 36 TECHNOLOGICAL CHANGE**

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

36.02 In the event of a technological change the **Co-operative** shall notify the Union not later than one hundred and eighty (180) calendar days before the introduction of any technological change which shall adversely affect the security of employment and/or working conditions of employees. Negotiations to deal with the effects of the technological change will take place not later than one hundred and twenty (120) calendar days prior to the intended date of implementation of the

technological change. If the Union and the **Co-operative** fail to agree upon such measures, the matter may be referred by either party to arbitration for the purpose of determining such matters and the technological change shall not be introduced by the **Co-operative** until such determination is made and only in accordance therewith.

## **ARTICLE 37 SUPPLIERS' REPRESENTATIVES**

**37.01** 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.

**37.02** 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.

## **ARTICLE 38 LABOUR/MANAGEMENT RELATIONS**

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

**38.02** Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union Office shall be provided with a copy of these minutes, upon request. The Chairperson of this Committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

## **ARTICLE 39 UNIFORMS/PROTECTIVE CLOTHING**

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

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

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

## **ARTICLE 40 CO-OPERATIVE TRANSPORTATION**

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

## **ARTICLE 41 WORKERS COMPENSATION BENEFITS**

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

### **41.02 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 possible. Cost of all Functional Abilities Forms required shall be paid by the Co-operative.**



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Joe Carreiro

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Sonia Taylor

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Jeff Traeger

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Matt Becker

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Darryl Litke

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Christyn Lemoine

## APPENDIX "A"

### HEALTH AND WELFARE BENEFITS

#### A-1 Preamble

A-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. **The Co-operative shall have the right to make arrangements for the replacement of such benefits provided that benefit levels are substantially similar and the premiums shall be shared as outlined in this Agreement. Under such circumstances, the Co-operative shall first provide the Union with advance notification in writing, detailing the specific changes that are to take place as well as the reasons for said changes.**

A-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, Extended Health Care **and Emergency Out of Province/Country Travel Benefits** Plans arranged for by the **Co-operative**.

#### A-2 Paid Sick Leave Benefits

A-2.01 A paid sick leave benefit shall accrue to each full-time employee and to each eligible part-time employee at the rate of four (4) hours for each one hundred and seventy-three (173) hours worked and/or paid until a maximum of 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 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.

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



A-2.03 The **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.

A-2.04 In January **and July** of each year, the **Co-operative** shall notify the Union and each employee in the bargaining unit of the total amount of sick leave credits said employee has accumulated at that time.

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

A-3.01 Subject to the rules and regulations of the Plan, the **Co-operative** will provide eligible employees with a Long Term Disability Plan (**Group 369**) carried with the Co-operators Life Insurance Company. The employee will pay one hundred (100%) percent of the premium cost. 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 (60%) percent of the employee's weekly wage plus a contribution to pension equivalent to the contribution rate at the time of disability and provided for under A-5.01.

A-3.02 Long Term Disability benefits provided by the **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.

### **A-4 Dental Benefits**

A-4.01 Subject to the rules and regulations of the Plan, the **Co-operative** will provide eligible employees with a Dental Plan (**Group 369**) carried with Co-operators Life Insurance Company. The **Co-operative** will pay one hundred (100%) percent of the premium cost.

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

A-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.

A-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.

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

A-6.01                      Subject to the rules and regulations of the Plan, the **Co-operative** will provide eligible employees with a Group Life Insurance Plan (G-369). 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.

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

A-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.

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

A-8.01                      **Part-time employees who average twenty-four (24) hours or more per week for thirteen (13) consecutive weeks including paid sick leave and General Holiday pay, shall be eligible to participate in the Long Term Disability, Dental, Life Insurance, Extended Health Care and Emergency Out of Province/Country Travel Benefits Plans provided 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 may be dropped from said plans at the discretion of the Co-operative. Eligibility will not be affected by an approved leave of absence pursuant to this Collective Agreement.**

**APPENDIX "B"**

**WAGES**

**B-1 Wage Rates and Classifications**

	Current	April 1 2020 2.00%	April 4 2021 1.25%	April 3 2022 1.25%	April 2 2023 1.25%	Mar 31 2024 2.00%
<b><u>Clerk</u></b>						
Start	\$12.15	<b>\$12.39</b>	<b>\$12.55</b>	<b>\$12.70</b>	<b>\$12.86</b>	<b>\$13.12</b>
After <b>500</b> hours	\$12.29	<b>\$12.54</b>	<b>\$12.69</b>	<b>\$12.85</b>	<b>\$13.01</b>	<b>\$13.27</b>
After <b>1000</b> hours	\$12.63	<b>\$12.88</b>	<b>\$13.04</b>	<b>\$13.21</b>	<b>\$13.37</b>	<b>\$13.64</b>
After <b>1500</b> hours	\$12.98	<b>\$13.24</b>	<b>\$13.41</b>	<b>\$13.57</b>	<b>\$13.74</b>	<b>\$14.02</b>
After <b>2000</b> hours	\$13.32	<b>\$13.59</b>	<b>\$13.76</b>	<b>\$13.93</b>	<b>\$14.10</b>	<b>\$14.38</b>
After <b>2500</b> hours	\$13.67	<b>\$13.94</b>	<b>\$14.12</b>	<b>\$14.29</b>	<b>\$14.47</b>	<b>\$14.76</b>
After <b>3000</b> hours	\$14.01	<b>\$14.29</b>	<b>\$14.47</b>	<b>\$14.65</b>	<b>\$14.83</b>	<b>\$15.13</b>
After <b>3500</b> hours	\$14.36	<b>\$14.65</b>	<b>\$14.83</b>	<b>\$15.02</b>	<b>\$15.20</b>	<b>\$15.51</b>
After <b>4000</b> hours	\$14.70	<b>\$14.99</b>	<b>\$15.18</b>	<b>\$15.37</b>	<b>\$15.56</b>	<b>\$15.87</b>
After <b>4500</b> hours	\$15.39	<b>\$15.70</b>	<b>\$15.89</b>	<b>\$16.09</b>	<b>\$16.29</b>	<b>\$16.62</b>
After <b>5000</b> hours	\$16.08	<b>\$16.40</b>	<b>\$16.61</b>	<b>\$16.81</b>	<b>\$17.02</b>	<b>\$17.36</b>
After <b>5500</b> hours	\$17.19	<b>\$17.53</b>	<b>\$17.75</b>	<b>\$17.97</b>	<b>\$18.20</b>	<b>\$18.56</b>
<b><u>Cake Decorator</u></b>						
Start	\$12.47	<b>\$12.72</b>	<b>\$12.88</b>	<b>\$13.04</b>	<b>\$13.20</b>	<b>\$13.47</b>
After <b>500</b> hours	\$13.13	<b>\$13.39</b>	<b>\$13.56</b>	<b>\$13.73</b>	<b>\$13.90</b>	<b>\$14.18</b>
After <b>1000</b> hours	\$13.78	<b>\$14.06</b>	<b>\$14.23</b>	<b>\$14.41</b>	<b>\$14.59</b>	<b>\$14.88</b>
After <b>1500</b> hours	\$14.44	<b>\$14.73</b>	<b>\$14.91</b>	<b>\$15.10</b>	<b>\$15.29</b>	<b>\$15.59</b>
After <b>2000</b> hours	\$15.09	<b>\$15.39</b>	<b>\$15.58</b>	<b>\$15.78</b>	<b>\$15.98</b>	<b>\$16.30</b>
After <b>2500</b> hours	\$15.75	<b>\$16.07</b>	<b>\$16.27</b>	<b>\$16.47</b>	<b>\$16.67</b>	<b>\$17.01</b>
After <b>3000</b> hours	\$16.40	<b>\$16.73</b>	<b>\$16.94</b>	<b>\$17.15</b>	<b>\$17.36</b>	<b>\$17.71</b>
After <b>3500</b> hours	\$17.06	<b>\$17.40</b>	<b>\$17.62</b>	<b>\$17.84</b>	<b>\$18.06</b>	<b>\$18.42</b>
After <b>4000</b> hours	\$18.21	<b>\$18.57</b>	<b>\$18.81</b>	<b>\$19.04</b>	<b>\$19.28</b>	<b>\$19.67</b>
<b><u>Pharmacy Assistant</u></b>						
Start		<b>\$14.74</b>	<b>\$14.92</b>	<b>\$15.11</b>	<b>\$15.30</b>	<b>\$15.60</b>
After <b>500</b> hours		<b>\$15.18</b>	<b>\$15.37</b>	<b>\$15.56</b>	<b>\$15.76</b>	<b>\$16.07</b>
After <b>1000</b> hours		<b>\$15.64</b>	<b>\$15.83</b>	<b>\$16.03</b>	<b>\$16.23</b>	<b>\$16.55</b>
After <b>1500</b> hours		<b>\$16.11</b>	<b>\$16.31</b>	<b>\$16.51</b>	<b>\$16.72</b>	<b>\$17.05</b>
After <b>2000</b> hours		<b>\$16.59</b>	<b>\$16.79</b>	<b>\$17.00</b>	<b>\$17.21</b>	<b>\$17.56</b>
After <b>2500</b> hours		<b>\$17.09</b>	<b>\$17.30</b>	<b>\$17.51</b>	<b>\$17.73</b>	<b>\$18.09</b>
After <b>3000</b> hours		<b>\$17.60</b>	<b>\$17.81</b>	<b>\$18.04</b>	<b>\$18.26</b>	<b>\$18.63</b>

After 3500 hours	\$18.13	\$18.35	\$18.58	\$18.81	\$19.19
After 4000 hours	\$18.67	\$18.90	\$19.14	\$19.37	\$19.76
After 4500 hours	\$19.23	\$19.47	\$19.71	\$19.96	\$20.36
After 5000 hours	\$19.90	\$20.15	\$20.40	\$20.66	\$21.07
After 5500 hours	\$20.60	\$20.86	\$21.12	\$21.39	\$21.81
After 6000 hours	\$21.32	\$21.58	\$21.85	\$22.13	\$22.57
After 6500 hours	\$22.20	\$22.60	\$23.00	\$23.40	\$23.85

**Sales/Service Clerks Hired on or After December 19, 2020**

Start	\$12.15	\$12.30	\$12.46	\$12.61	\$12.86
After 500 hours	\$12.25	\$12.40	\$12.56	\$12.72	\$12.97
After 1000 hours	\$12.35	\$12.50	\$12.66	\$12.82	\$13.08
After 1500 hours	\$12.45	\$12.61	\$12.76	\$12.92	\$13.18
After 2000 hours	\$12.55	\$12.71	\$12.87	\$13.03	\$13.29
After 2500 hours	\$12.65	\$12.81	\$12.97	\$13.13	\$13.39
After 3000 hours	\$12.75	\$12.91	\$13.07	\$13.23	\$13.50
After 3500 hours	\$12.85	\$13.01	\$13.17	\$13.34	\$13.60
After 4000 hours	\$12.95	\$13.11	\$13.28	\$13.44	\$13.71
After 4500 hours	\$13.05	\$13.21	\$13.38	\$13.55	\$13.82
After 5000 hours	\$13.15	\$13.31	\$13.48	\$13.65	\$13.92
After 5500 hours	\$13.31	\$13.48	\$13.65	\$13.82	\$14.09
After 6000 hours	\$13.77	\$13.94	\$14.12	\$14.29	\$14.58
After 6500 hours	\$14.54	\$14.72	\$14.90	\$15.09	\$15.39
After 7000 hours	\$15.30	\$15.49	\$15.68	\$15.88	\$16.20
After 7500 hours	\$16.07	\$16.27	\$16.47	\$16.67	\$17.01
After 8000 hours	\$16.83	\$17.04	\$17.25	\$17.47	\$17.82
After 8500 hours	\$17.75	\$18.15	\$18.55	\$18.95	\$19.40

**Meat Cutter Hired on or After December 19, 2020**

Start	\$16.48	\$16.69	\$16.90	\$17.11	\$17.45
After 500 hours	\$17.06	\$17.28	\$17.49	\$17.71	\$18.07
After 1000 hours	\$17.66	\$17.88	\$18.10	\$18.33	\$18.69
After 1500 hours	\$18.28	\$18.51	\$18.74	\$18.97	\$19.35
After 2000 hours	\$18.91	\$19.15	\$19.39	\$19.63	\$20.02
After 2500 hours	\$19.57	\$19.82	\$20.07	\$20.32	\$20.72
After 3000 hours	\$20.36	\$20.61	\$20.87	\$21.13	\$21.55
After 3500 hours	\$21.18	\$21.44	\$21.71	\$21.98	\$22.42
After 4000 hours	\$22.09	\$22.49	\$22.89	\$23.29	\$23.74

**B-2            Retroactive Pay**

All employees shall receive full retroactive pay to **April 1, 2020** for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay will be issued to each employee in the bargaining unit on pay that are separate and apart from the employee's normal earnings. Only employees employed at the time of ratification shall be eligible for retroactive pay.

**B-3            Employees Promoted to a Higher Paying Classification**

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

**B-4            Current Top Rate or Over-scale Employees Hired Prior To date of Ratification**

All current employees who are on top rate of the scales or over-scale, in the employ of the Co-operative on April 1, 2020, shall receive the same increases on the same dates that are given to other employees.

Employees who were on payroll at the top rate or over-scale as of ratification, 2020, shall receive a two (2%) percent, per hour, wage increase effective April 1, 2020.

Employees who were on payroll at the top rate or over-scale as of ratification, 2020, shall receive a one point two five (1.25%) percent, per hour, wage increase effective April 4, 2021.

Employees who were on payroll at the top rate or over-scale as of ratification, 2020, shall receive a one point two five (1.25%) percent, per hour, wage increase effective April 3, 2022.

Employees who were on payroll at the top rate or over-scale as of ratification, 2020, shall receive a one point two five (1.25%) percent, per hour, wage increase effective April 2, 2023.

Employees who were on payroll at the top rate or over-scale as of ratification, 2020, shall receive a two (2%) percent, per hour, wage increase effective March 31, 2024.

**LETTER OF AGREEMENT**

**AGREEMENT BETWEEN:**

**RED RIVER COOPERATIVE LTD. FOOD STORE**, in the City of Selkirk, 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".

**RE: EFFECTIVE DATE OF AMENDMENTS TO ARTICLE 19 (VACATION)**

The parties agree that **all increases to vacation entitlement and vacation pay** made to Article 19 (Vacation) during the **2020** round of bargaining shall be effective as of **May 1, 2021**.

**Employees hired prior to December 19, 2020, who have less than three (3) years of service will continue to accrue vacation at three (3) weeks and shall receive a vacation allowance of six (6%) percent until they reach the next vacation increment as outlined in 19.03 and 19.11. Employees hired after date of ratification will accrue vacation at two (2) weeks and shall receive a vacation allowance of four (4%) percent until they reach the next vacation increment.**

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

**SIGNED THIS                      DAY OF    , 2021**

**FOR THE UNION:**

**FOR THE CO-OPERATIVE:**

\_\_\_\_\_  
Sonia Taylor

\_\_\_\_\_  
Murray Dehn

## EXHIBIT ONE

### TO: THE NEW OR REHIRED EMPLOYEE:

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

“The **Co-operative** agrees to retain in its employ within the bargaining unit as outlined in Article 3 of this Agreement, only members of the Union in good standing. The **Co-operative** shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days. The Union agrees that it will not request the discharge or discipline of employees except for non-payment of Union dues and/or initiation fee.”

“The **Co-operative** agrees to provide each new employee and rehired employee, at the time of employment, with a form letter (Exhibit One) 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 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 pay.** Monies deducted during any period shall be forwarded by the **Co-operative** to the Secretary-Treasurer of the Union not later than three (3) weeks following the end of the complete pay period and accompanied by an **electronic Excel** statement of the names and Social Insurance Numbers of the employees for whom the deductions were made and the amount of each deduction.

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

MEMBERSHIP APPLICATION		<b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada				CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)		SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	I hereby authorize to use my SIN for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)
PREFERRED LANGUAGE	E-MAIL ADDRESS			DATE OF HIRE (D/M/Y)		
COMPANY NAME	TITLE	NO./LOCATE		DEPARTMENT/NO.		
CLASSIFICATION	PRIOR NO.			FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>	
				PART-TIME <input type="checkbox"/>	OTHER <input type="checkbox"/>	
I hereby apply for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be for- feited and I have declared my assets and liabilities to the Union. I agree to abide by the rules and regulations of the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to the privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from 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. Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.						
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE		
X						

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

**LETTER OF AGREEMENT**

**AGREEMENT BETWEEN:**

**RED RIVER COOPERATIVE LTD. FOOD STORE**, in the City of Selkirk, 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".

**RE: Removal of Disciplinary Notices from Employee Personnel Files**

The parties agree that disciplinary notices shall be removed from employee personnel files based on the following conditions:

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

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

Notwithstanding the foregoing, written reprimands and/or disciplinary notices involving harassment and/or violence will remain on the employee's file indefinitely.

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

**SIGNED THIS                      DAY OF    , 2021**

**FOR THE UNION:**

**FOR THE CO-OPERATIVE:**

\_\_\_\_\_  
Joe Carreiro

\_\_\_\_\_  
Murray Dehn



**LETTER OF UNDERSTANDING**

**AGREEMENT BETWEEN:**

**RED RIVER COOPERATIVE LTD. FOOD STORE**, in the City of Selkirk, 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".

**RE: eCommerce Department at Red River Co-operative Ltd. At Selkirk**

The parties agree that on June 14<sup>th</sup>, 2021 a new department “eCommerce” will be established. The following items were agreed between the parties, in accordance with the CBA:

All employees in the department will be PT Sales/Serve clerks. In the event that it is determined that a Full Time position is required, it will be posted in accordance with Article 10;

Employees wishing transfer in to the eCommerce department will be required to make such request in writing in accordance with same;

Weekly available hours will be scheduled in accordance with Articles 7 and 21.

A new position of “eCommerce Supervisor” has been added to the listing in Article 2.02 of the collective agreement between the parties. The wage scale for this position in accordance with Article 24.02, will be as follows:

	April 4, 2021	April 3, 2022	April 2, 2023	March 32, 2024
<b><u>Ecommerce Supervisor</u></b>				
Start	\$13.58	\$13.75	\$13.92	\$14.20
After 500 hours	\$14.10	\$14.27	\$14.45	\$14.74
After 1000 hours	\$16.30	\$16.70	\$17.10	\$17.55

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

**SIGNED THIS**

**DAY OF**

**, 2021**

**FOR THE UNION:**

**FOR THE CO-OPERATIVE:**

\_\_\_\_\_  
Joe Carreiro

\_\_\_\_\_  
Murray Dehn