

**EXPIRY DATE: JUNE 30, 2028**

**AGREEMENT BETWEEN:**

**ARCTIC CO-OPERATIVES LIMITED**, a body corporate carrying on business at its operation located at 1645 Inkster Boulevard, in the City of Winnipeg, 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 COOPERATE IN ESTABLISHING AND MAINTAINING CONDITIONS WHICH SHALL PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE CO-OPERATIVE AND THE EMPLOYEES COVERED BY THIS AGREEMENT, TO PROVIDE METHODS FOR A FAIR AND AMICABLE ADJUSTMENT OF DISPUTES WHICH MAY ARISE BETWEEN THEM AND TO PROMOTE AN EFFICIENT OPERATION,**

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

**ARTICLE 1 NATURE OF THE BARGAINING UNIT**

1.01 The Co-operative recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of Arctic Co-operatives Limited, employed at its operation located at 1645 Inkster Boulevard, in the City of Winnipeg, Province of Manitoba, save and except department managers, **fifteen (15)** assistant/associate managers, **eight (8)** District Support Advisors, one (1) Loss Prevention Officer, one (1) Internal Auditor, one (1) turnaround specialist, two (2) Training Co-ordinators (only for as long as federal funding remains in place), **three (3)** human resources officers, four (4) human resources administrators, **one (1) Legal Assistant, two (2) executive assistants**, those above the rank of Department Manager, and those excluded by the Act.

1.02 The Co-operative shall provide the Union in January and July of each year, and upon request from the Union, with a list containing the names and positions of all employees who are excluded from the bargaining unit.

1.03 The Co-operative shall provide the Union with a minimum of sixty (60) calendar days' written notice prior to filling any new position that will be excluded from the bargaining unit. Such notice shall also include a detailed job description of said position.

## **ARTICLE 2**      **DEFINITIONS**

### 2.01      **Full-time Employee/Hourly Paid**

An hourly paid full-time employee shall be a person who is normally scheduled to work not less than thirty-seven and one-half (37½) hours per calendar week consisting of five (5) seven and one-half (7½) hour work days.

### 2.02      **Full-time Employee/Salaried**

A salaried full-time employee shall be a person who does not work a defined number of hours per day and/or per week. It is understood however, that the work day and work week for these employees shall generally conform to the work day and work week of hourly paid full-time employees, when they are working in the Winnipeg office.

### 2.03      **Part-time Employee**

A part-time employee shall be a person who may be scheduled to work and be paid less than thirty-seven and one-half (37½) hours per calendar week.

### 2.04      **Gender Neutrality**

**The provisions of this Agreement are to be gender neutral and gender inclusive.**

### 2.05      **Plural and Singular**

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

### 2.06      **Temporary Position**

A temporary position shall include any job that has been created or vacated for a specific pre-determined period of time and shall not exceed ninety (90)

calendar days in duration. A temporary position shall include any such job that has been created or vacated due to the absence of an employee or due to additional work that is required to be performed in a particular classification and/or department. Any such temporary position shall be filled at the Co-operative's discretion from existing bargaining unit employees who are interested in performing such work, before hiring a new employee. Employees who are assigned to a temporary position shall revert to their previous classification and job functions at the same time as the temporary position expires. The work week for all temporary positions shall be the same as those described in sub-articles 20.01 and 20.02 of this Agreement. Any temporary position that exceeds the agreed to duration shall, at the same time, cease to be a temporary position and shall automatically be posted for bids as a vacancy, new position, or term position, and shall be filled in accordance with the provisions contained in Article 10 of this Agreement. After a temporary position has been completed, the same position shall not be created again for a period of ninety (90) calendar days unless prior written approval is provided by the Union.

The Shop Stewards and Union Representative shall be notified at the time the temporary position is filled, and shall be given the name of the person filling the position, the date of commencement of filling the vacancy, and the expected length of the vacancy.

#### 2.07 **Term Position**

A term position shall include any job that has been created, or vacancy that shall exist for a specific pre-determined period of time in excess of ninety (90) calendar days in duration. A term position shall include any such job that has been created due to the absence of an employee or due to additional work that is required to be performed in a particular classification and/or department. Employees who are assigned to a term position shall revert to their previous classification and job functions at the same time as the term position expires. The work week for all term positions shall be the same as those described in sub-articles 20.01 and 20.02 of this agreement. Any term position that exceeds two (2) calendar years shall cease to be a term position and shall automatically be posted for bid as a vacancy or new position and shall be filled in accordance with the provisions contained in Article 10 of this Agreement. The Shop Stewards and Union Representative shall be notified at the time the term position is filled, and shall be given the name of the person filling the position, the date of commencement of filling the vacancy, and the expected length of the vacancy.

### **ARTICLE 3 RECOGNITION**

3.01 The Co-operative and the Union recognize that the Co-operative exists to serve its members who are located in the Northwest Territories, Nunavut and northern remote communities, and with this in mind, they recognize the importance of developing Northern people and people of Aboriginal ancestry. The Co-operative and the Union therefore agree that subject to the terms and conditions contained in the Collective

Agreement, they shall cooperate wherever possible in the advancement, development and employment of such people.

3.02 The employees shall be loyal to the Co-operative and do everything reasonably possible to promote the welfare of the Co-operative, to assist in maintaining efficient operation of the Co-operative's business, and to keep the operating expenses of the Co-operative at a minimum.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

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

4.02 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.

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

4.04 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.

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

#### **ARTICLE 5 UNION SHOP**

5.01 The Co-operative agrees to retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Co-operative shall be free to hire or rehire new employees who are not members of the Union, provided said non-members 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 shall not request the discharge or discipline of employees except for non-payment of union dues and/or initiation fee.

5.02 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.

5.03 The Co-operative agrees to forward Exhibit One, referred to in 5.02 above, duly completed, to the Union, within ten (10) calendar days from date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Co-operative.

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

**5.05 A Shop Steward shall be allowed a reasonable amount of time, up to a maximum of ten (10) minutes, without loss of pay, to introduce themselves to new employees. This introduction shall occur within the first two (2) weeks of an employee starting work.**

## **ARTICLE 6 DEDUCTION OF UNION DUES**

6.01 The Co-operative agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such union dues and initiation fees as are authorized by the Union. Monies deducted during any month shall be forwarded by the Co-operative to the **accounting department/bookkeeper** of the Union **via direct deposit** not later than three (3) weeks following the end of each month and shall be accompanied by an electronic statement of the names and Social Insurance Numbers of the employees for whom the deductions were made and the amount of each deduction.

6.02 Each year the Co-operative shall calculate the amount of union dues deducted from the employees' pay and shall indicate same on the T-4 slip for each employee no later than February 28th.

## **ARTICLE 7 PROBATIONARY PERIOD**

7.01 Employees shall be considered probationary until placed on a seniority list. **Hourly paid employees and salaried employees** shall be placed on the seniority list when they have been in the employ of the Co-operative for **one hundred and twenty (120)** calendar days from their date of hiring. The Co-operative, at its discretion, may discharge any probationary employee within the above time limits and said employee shall have no recourse to the Grievance and Arbitration articles of this Agreement. Time lost by a probationary employee for personal and/or health reasons shall be added to the prescribed probationary period.

## **ARTICLE 8            SENIORITY**

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

8.02                      Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence except for Union leave provided for in sub-article 17.02, where seniority shall be maintained but shall not accrue during the leave period.

8.03                      Seniority shall be broken and all rights forfeited when:

- (a)      an employee is dismissed by the Co-operative for just cause and the employee is not reinstated through use of the grievance and/or arbitration procedure contained in this Collective Agreement;
- (b)      an employee voluntarily leaves the service of the Co-operative;
- (c)      an employee has been laid off continuously for the lesser of twelve (12) calendar months or the length of the employee's employment since date of last hire;
- (d)      an employee fails to report for work within ten (10) calendar days of being recalled after a layoff. When the Co-operative recalls an employee who has been laid off, it shall notify such employee by registered letter, addressed to the employee's last known address;
- (e)      an employee is absent from work without an approved leave of absence for more than three (3) consecutive working shifts unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the Co-operative shall be considered a satisfactory reason.

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

8.05                      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 shall 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.

8.06 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.

8.07 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.

8.08 The Co-operative agrees to give four (4) weeks' notice prior to changing an employee's status from full-time to a part-time basis.

8.09 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 shall have seniority only over other part-time employees. Part-time employees who become full-time shall begin accumulating their full-time seniority at that time.

8.10 Preference in weekly available hours of work 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.

8.11 **In January and July of every calendar year, the Co-operative shall post the full seniority list showing the seniority of each employee. The Union shall be emailed a separate seniority list in Excel format that contains the following information: start date, seniority date, classification, department (if applicable), rate of pay, FT/PT status, employee number, mailing address, email address (if the Co-operative has an email address on file), telephone number and S.I.N. of all bargaining unit employees including those on leave (including the type of leave).**

## **ARTICLE 9 LAYOFFS AND RECALL**

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

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

9.03 It shall be the responsibility of the employee to leave their current address, telephone number **and email address (if they have chosen to provide the Co-operative with their email address)** with the Co-operative.

## **ARTICLE 10 PROMOTIONS AND VACANCIES**

10.01 Vacancies within the scope of this Agreement shall be visibly posted on the bulletin board within seven (7) calendar days from when the vacancy occurred and employees shall be allowed a further seven (7) calendar days in which to make a written application for such vacancy. The Co-operative will notify the Shop Stewards of all such vacancies when the vacancy is posted. The Shop Stewards will be allowed to fax or email a copy of the job posting to the full-time Union Representative at the same time that it is posted.

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. The Shop Stewards will be allowed to fax or email a copy of the job posting to the full-time Union Representative at the same time that it is posted.

10.03 Vacancies and new positions within the scope of this Agreement shall be filled within a reasonable period of time 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.

10.06 Employees, who are out of town on Co-operative business may, prior to their leaving, apply for specific job vacancies that might occur during their absence, on forms provided by the Co-operative. Employees on an approved absence such as WCB,



WI, LTD, Maternity or Parental leave, Leave of Absence or vacation will be eligible to apply for a job posting while on leave provided it does not unreasonably delay the recruitment process. The employee shall provide Human Resources with written notification prior to going on leave to advise that they are applying for any job postings occurring during the duration of their Leave of Absence/vacation. The Co-operative shall have the right to temporarily fill the full-time vacancy until said successful applicant returns to work.

## **ARTICLE 11 BULLETIN BOARDS AND DECALS**

11.01 The Co-operative shall allow the Union to install its own bulletin board on the Co-operative's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. 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 shall permit the Union to install the Union's **reasonable sized** decal on the front door and/or front window of the Co-operative's premises or such other location as may be mutually agreed to between the Co-operative and the Union.

## **ARTICLE 12 STRIKES AND LOCKOUTS**

12.01 During the life of this Agreement, there shall be no strike, slow-down or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Co-operative.

## **ARTICLE 13 GRIEVANCE PROCEDURE**

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

13.02 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Co-operative shall promptly supply such information in writing to the Union within ten (10) working days from the date of the request. The Union shall not use this provision to request information that does not pertain to a specific grievance of an employee.

13.03 Any employee, the Union or the Co-operative may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party. It is agreed that no more than five (5) working days shall be counted during each calendar week.

13.04 All grievances must be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved party.

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

**STEP 1:** By a discussion between the aggrieved employee and the Shop Steward and/or Union Representative with the employee's immediate supervisor or their designated appointee. The immediate supervisor or their designated appointee shall reply to the grievance in writing, to the Union, within ten (10) calendar days. A full-time Union Representative shall reply in writing to any grievance initiated by the Co-operative, within ten (10) calendar days. If a satisfactory settlement has not been reached, the Union Representative and/or aggrieved employee, or the Co-operative, as the case may be, may proceed to Step 2.

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

13.06 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.

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

## **ARTICLE 14            ARBITRATION**

14.01 The parties shall attempt to agree upon the appointment of an arbitrator to hear and determine the matters in dispute. If agreement cannot be reached within ten (10) calendar days in respect to the selection of an Arbitrator by the parties involved, the matter shall be referred to the Manitoba Labour Board, who shall appoint an Arbitrator.

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

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

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

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 to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way they deem equitable.

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

14.07 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 operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.

14.08 The expenses and fees 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 three (3) 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. Where possible the Union will ensure that there is not more than one (1) Shop Steward from any one (1) division.

15.02 All time spent by Shop Stewards with respect to disputes and grievances shall be dealt with during regular working hours, and no 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).

15.03 Shop Stewards shall be allowed to wear their Shop Stewards' badge while on duty.

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.

## **ARTICLE 16 DISCIPLINE**

16.01 A Shop Steward or, in the absence of a Shop Steward, another employee from the bargaining unit, shall be present when an employee of the bargaining unit is being given a written discipline and/or discharge notice.

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

16.03 The affected employee, the Shop Steward who is involved, and the Union, shall be given a copy of any written discipline and/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.

16.04 The Co-operative agrees that any written discipline and/or discharge notices shall be removed from the employee's personnel file after thirty (30) months from the date of issue. Said written discipline notices cannot be used against the employee at a later date. This time period of thirty (30) months shall not include periods of layoffs, periods of leaves of absence or periods of discipline.

It is understood that should any employee receive a written discipline notice for the same or similar offence during said thirty (30) month period, the employee will then be required to wait a further thirty (30) months before their discipline notices are removed from their personnel file. Notwithstanding the foregoing, written discipline notices involving harassment and/or violence will remain on the employee's file indefinitely.

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

## **ARTICLE 17 LEAVES OF ABSENCE**

### **17.01 Personal Leave**

A personal leave of absence without pay for periods of up to six (6) calendar weeks may be granted to employees who request same and who have two (2)

years or more of service with the Co-operative. Application for said leave shall be made in writing to the employee's immediate supervisor, or their designate. The granting of such leave shall not be unreasonably withheld.

17.02                    **Union Leave**

A leave of absence without pay, to attend to Union business, may be granted to an employee. Twenty-one (21) calendar days' advance notice shall be given to the Co-operative indicating that such leave is required and unless otherwise agreed to by the Co-operative no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Co-operative and the Union. The granting of such leave shall not be unreasonably withheld.

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 three (3) employees at any one (1) time and not more than one (1) employee from any one (1) division, 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 twenty-one (21) calendar days before the requested leave is to commence.

17.04                    **Negotiation Leave**

The Co-operative agrees to allow a maximum of two (2) employees time off without pay for the purpose of attending negotiations for the renewal of the Collective Agreement.

17.05                    **Payment for Union Leave**

When an employee requests time off as per sub-articles 17.02, 17.03 and 17.04, the Co-operative will pay an employee on such leaves as if they had been at work and the Union agrees to reimburse the Co-operative for any payments in regard to wages and benefits paid to the employee during such leaves.

17.06                    **Jury Duty/Jury Selection Leave/Witness Leave**

All employees summoned to Jury Duty or 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.

17.07

### **Bereavement Leave**

All employees shall be granted time off from work, with pay, to a maximum of **four (4)** scheduled work days within a six (6) month period, in the event of a death in the immediate family. Extension to the six (6) month time limit will be considered on a case by case basis. Employees shall not be required to attend the funeral in order to receive bereavement leave with pay. The term "immediate family" shall mean spouse, common law spouse, same sex partner, parent, stepparent, child, step-child, **current foster child**, brother or sister, mother or father-in-law, brother or sister-in-law, grandparent, grandparent-in-law and grandchild.

A **two (2)** day leave of absence with pay shall be granted to employees so that they may attend the funeral of a son-in-law, daughter-in-law, aunt, uncle, niece or nephew.

It is understood that part-time employees shall receive bereavement pay for the number of hours they would normally have worked on those days. A common law spouse or same sex partner shall be a person with whom the employee has cohabited for one (1) year or more.

Two (2) additional days' leave with pay shall be granted to an employee in order to attend a funeral that takes place outside a radius of two hundred (200) kilometres of the city of Winnipeg.

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

Additional bereavement leave without pay may be granted at the discretion of the Co-operative.

17.08

### **Maternity Leave**

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

Where an employee intends to return to work immediately following **their** maternity leave **they** must give the Co-operative a minimum of four (4) weeks' written notice in advance of the day **they** intend to return to work. As well, **they** must provide the Co-operative with a doctor's certificate, certifying **them** to be medically fit to work.

In cases of **medical** complications, the employee may request an extension of **their** 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 shall not accumulate or be paid during maternity leave, but benefits accumulated prior to said leave shall be retained.

17.09                    **Parental Leave**

(A)            **Entitlements**

Every employee

- (a)    who,
  - (i)    becomes the natural parent of a child or assumes actual care and custody of a newborn child, or
  - (ii)   adopts a child under the law of a province; and
- (b)    who has completed their probationary period; and
- (c)    who submits to the 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 without pay, 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 shall decide when their parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the 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, or in a comparable position with not less than the same wages and benefits.

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

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

(G) Each employee who has not taken maternity leave, shall be granted two (2) days leave of absence with pay which shall be taken within ten (10) calendar days following the birth and/or adoption of this child.

17.10 **Co-operative Training/Experience Leave**

A leave of absence without pay, not exceeding two (2) years, may be granted to an employee who wishes to work in a member co-operative so as to obtain training and experience. An employee who wishes to resume employment upon completion of the leave shall be reinstated into a position that is comparable to their former position.

17.11 **Maintenance of Benefits**

The maintenance of employee benefit plans, during an unpaid leave of absence which exceeds two (2) weeks, shall be conditional on the by-laws of the Plans concerned and upon payment of the full premium cost by the employee.

17.12 **Leave Authorization**

The employee's request and the Co-operative's decision concerning any requested leave of absence referred to in this Article shall be made in writing. The Co-operative agrees the granting or denial of same, with reasons, shall be provided in writing within five (5) working days of the request.



17.13 In addition to the leave of absence set forth in this Collective Agreement, employees may be eligible for leave of absence in accordance with The Employment Standards Code (Manitoba) and associated regulations.

**ARTICLE 18 GENERAL HOLIDAYS**

18.01 The following days shall be considered general holidays for which there shall be no reduction of pay:

New Year's Day	Labour Day
Louis Riel Day	<b>National Day for Truth and Reconciliation</b>
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Terry Fox Day	Boxing Day

and any other days proclaimed as holidays by Federal, Provincial or Civic authorities.

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

18.03 When a general holiday or holidays occur, the work week for full-time hourly paid employees shall be reduced by seven and one-half (7½) hours (or fifteen (15) hours when a second holiday falls in that week) and no such 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 hourly paid employees shall be reduced by the number of hours the work schedule is affected. Full-time hourly paid 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 When a general holiday or holidays occur, the work week for salaried employees shall be reduced by one (1) day (or two (2) days when a second holiday falls in that week) and no such employee shall suffer a reduction in take-home pay. When a Federal, Provincial or Civic holiday is proclaimed, the work week for salaried employees shall be reduced by the number of days the work schedule is affected. Salaried employees working in excess of the reduced days of work for that week shall be paid overtime rates for all such time worked.

18.05 An employee is eligible for General Holiday pay unless the employee is absent on their first scheduled workday before or after the holiday without the Co-operative's consent, except for bona fide illness and/or injury. Vacations or any other authorized leave of absence shall not disqualify an employee.

18.06 All hourly paid employees who were hired on or before July 2, 1996, shall receive seven and one-half (7½) hours' pay at their regular rate of pay for each general holiday.

18.07 All hourly paid employees who were hired after July 2, 1996, and who are employed on a full-time basis shall receive seven and one-half (7½) hours' pay at their regular rate of pay for each general holiday.

18.08 All hourly paid employees who are hired after July 2, 1996, and who are employed on a part-time basis shall receive general holiday pay based on five (5%) percent of their total wages, excluding overtime, in the four (4) weeks immediately prior to said holiday.

**18.09 All employees shall be entitled to take one (1) personal day per fiscal year. Personal days shall be taken at a time during the fiscal year that is mutually agreeable between the employee and the Co-operative.**

## **ARTICLE 19      VACATIONS**

19.01 Vacations with pay for full-time employees shall be as follows:

- (a) Full-time employees with less than one (1) year of service shall accrue vacation days at one point two five (1.25) days for each full month of service, which is equivalent to three (3) weeks' vacation with pay, granted with one (1) full year's service.
- (b) Full-time employees with one (1) or more years' service shall accrue vacation days at one point two five (1.25) days per month of service, which is equivalent to three (3) weeks' vacation with pay.
- (c) Full-time employees with five (5) or more years' service shall accrue vacation days at one point six seven (1.67) days per month of service, which is equivalent to four (4) weeks' vacation with pay.
- (d) Full-time employees with ten (10) or more years' service shall accrue vacation days at two point zero eight (2.08) days per month of service, which is equivalent to five (5) weeks' vacation with pay.
- (e) Full-time employees with twenty (20) or more years' service shall accrue vacation days at two point five (2.5) days per month of service, which is equivalent to six (6) weeks' vacation with pay.

19.02 Full-time employees, including those with less than one (1) year of service, shall be entitled to take paid vacation time once those vacation days have accrued, according to the accrual amounts set out in sub-article 19.01. Employees

requiring additional vacation that they have not yet accrued shall be considered on a case by case basis by the Co-operative.

19.03                    Vacation entitlement is accrued between January 1 and December 31 of each calendar year. Unused vacations, in whole or in part, may not be carried over from year to year, unless by mutual consent.

19.04                    If a full-time employee is absent without pay for a period in excess of four (4) weeks in any qualified period, said employee's vacation pay shall accrue as set out in sub-article 19.01.

19.05                    Any employee working less than one (1) year and whose employment is terminated shall be paid vacation benefits in an amount equal to six (6%) percent of their total gross wages earned during the period of their employment for which no vacation allowance has been paid.

19.06                    Employees entitled to three (3), four (4), five (5) or six (6) weeks' vacation and whose employment is terminated, shall receive a vacation allowance in an amount equal to six (6%) percent, eight (8%) percent, ten (10%) percent or twelve (12%) percent of their total gross wages earned during the period of employment for which no vacation allowance has been paid.

19.07                    Part-time employees shall receive annual vacation pay in an amount equal to the percentage of their total gross wages paid to them during the twelve (12) month period ending December 31st, and such percentage shall be based on their length of continuous service with the Co-operative as of December 31st of each year as set out below. Entitlements are as follows:

<b>EMPLOYMENT</b>	<b>ENTITLEMENTS</b>
(a) Less than five (5) years of continuous employment since date of last hire	six (6%) percent of total gross date of last hire wages
(b) Five (5) years or more but less than ten (10) years of continuous employment since date of last hire	eight (8%) percent of total gross date of last hire wages
(c) Ten (10) years or more but less than twenty (20) years of continuous employment since date of last hire	ten (10%) percent of total gross date of last hire wages
(d) Twenty (20) years or more of continuous employment since date of hire	twelve (12%) percent of total date of last hire gross wages

19.08 Part-time employees shall take vacation based on the full-time employees' schedule of vacation entitlements.

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

19.10 Vacations of up to three (3) weeks per employee shall be granted between May 1st and September 30th, unless otherwise agreed to between the employee and the Co-operative. The Co-operative shall not unreasonably deny any employee's request to take additional vacation time off during this time period.

19.11 The Co-operative reserves the right to determine the vacation period for each employee, but agrees first to follow the principle of seniority in giving first choice of vacation periods to senior employees for the first three (3) weeks. Employees becoming eligible for more than three (3) weeks vacation shall have the amount in excess of three (3) weeks scheduled by mutual agreement between the Co-operative and each employee. The Co-operative agrees that employees shall indicate their choice of vacation during the month of March of each year. In the event this provision comes into conflict with the Co-operative's operation, the Co-operative shall make the final decision. The finalized vacation schedules shall be posted no later than April 30th of each year.

19.12 Subject to the provisions contained in sub-article 19.10 above, the Co-operative agrees to grant vacations with pay to all employees consecutively, unless the employee requests to have their vacation broken up. The Union shall cooperate with the Co-operative and the employees in the bargaining unit in the event of problems in the application of this provision.

19.13 Vacation pay for part-time employees shall be paid on the regular paycheck at the time vacation is taken.

19.14 Employees who are ill, or disabled because of injury, during their scheduled vacations and, as a result, are hospitalized or confined to their homes by a physician for three (3) consecutive days or more, may elect to go on sick leave and in such cases shall have the number of days they were 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. The Co-operative shall be notified by the employee as soon as reasonably possible of the employee's decision to utilize the provisions contained in this Article.

19.15 An employee's approved scheduled vacation dates shall not be changed by the Co-operative or the employee without two (2) weeks' prior notice, and in no event shall they be changed by the Co-operative if the employee produces evidence of more than Fifty (\$50.00) Dollars obligation committed prior to the two (2) weeks' notice unless the Co-operative and the employee otherwise mutually agree.

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

## **ARTICLE 20 HOURS OF WORK**

### **20.01 Work Week/Full-time Hourly Paid Employees**

The basic work week for all full-time hourly paid employees shall be thirty-seven and one-half (37½) hours to be worked in five (5) days at seven and one-half (7½) hours per day from Monday to Friday inclusive, as scheduled by the Co-operative, unless otherwise mutually agreed to between the employee and the Co-operative. The length of the daily and weekly hours of work referred to in this Article shall not be construed as a guarantee of hours.

### **20.02 Work Week/Salaried Employees**

The job requirements of salaried employees do not lend themselves to a basic work week when they are travelling. In recognition of this, it is agreed that such employees shall establish their own weekly work schedules when they are travelling so as to meet their job requirements. Any salaried employee who performs work for the Co-operative or who remains outside the city of Winnipeg due to Co-operative business for all or any portion of a Saturday and/or Sunday shall receive one (1) day off with pay for the first such Saturday and a further one (1) day off with pay for the first such Sunday of any out of town trip. Thereafter, said employees shall receive one (1) day off with pay for each additional such day and portion of such day that occurs during the same trip. Said days off with pay shall be taken at a time mutually agreed upon between the employee and the Co-operative. Any lieu days accumulated in excess of twenty (20) working days (including those accumulated under sub-article 22.04) will be paid out by November 30th of each calendar year.

20.03 The basic work week for Technical Specialists when they are working in Winnipeg shall be from Monday to Saturday. Where assigned for call-ins Technical Specialists shall be paid a minimum of one (1) hour at the employee's applicable overtime rate when assigned on a day from Monday to Friday, and a minimum of two (2) hours at the employee's applicable overtime rate when assigned on a Saturday, Sunday or General Holiday. For the first call of the day an additional one (1) hour at the employee's applicable overtime rate will be paid. Each subsequent call that is commencing on the second and subsequent calls, will be paid for based on the actual length of the call, or ten (10) minutes, whichever is greater, at overtime rates.

20.04                    **Minimum Daily Shift/Hourly Paid Employees**

No full-time hourly paid employee shall be called in and/or scheduled to work for less than seven and one-half (7½) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full seven and one-half (7½) hours at their appropriate hourly rate of pay.

No hourly paid employee who is employed on a part-time basis shall be called in and/or scheduled to work for less than four (4) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full four (4) hours at their appropriate hourly rate of pay.

20.05                    **Notice of Shift Extension/Hourly Paid Employees**

No hourly paid 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.

20.06                    **No Split Shifts/Hourly Paid Employees**

With the exception of the meal period, an hourly paid 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.

20.07                    **Time Sheets/Time Clock/Hourly Paid Employees**

The Co-operative shall provide time sheets and/or a time clock to enable hourly paid employees to record their own time for payroll purposes. Said 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.

20.08                    **Emergency Pay**

In the event of a major snowstorm, any employee who reports late for work, but in any event within the first four (4) hours of their scheduled shift, shall receive pay for the full shift. It is understood that overtime rates of pay shall not apply to hourly paid employees until they have completed seven and one-half (7½) working hours.

**ARTICLE 21                    MEAL AND REST PERIODS**

21.01                    **Meal Periods/Hourly Paid Employees**

Each hourly paid employee working a daily shift of five (5) or more hours shall receive one (1) uninterrupted thirty (30) minute meal period without pay. Meal

periods shall start not earlier than three (3) hours and shall be completed by not later than five (5) hours after commencement of the employee's shift. Times at which meal periods are taken shall be scheduled by the Co-operative.

21.02                    **Rest Periods/Hourly Paid Employees**

Each hourly paid employee working a daily shift of less than seven (7) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay. Each hourly paid employee working a daily shift of seven (7) hours or more shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay. Rest periods shall not be taken until one (1) hour after commencement of the employee's shift nor less than one (1) hour before either the meal period or the end of the employee's shift. Rest periods shall not be combined with the employee's meal period.

21.03                    **Meal and Rest Periods/Salaried Employees**

Meal and rest periods for salaried employees shall generally conform to the meal and rest periods that are provided to hourly paid employees when said employees are working in the Winnipeg office. Salaried employees shall determine the time, length and frequency of their meal and rest periods when they are not working in the Winnipeg office.

21.04                    **Overtime Rest Periods/Hourly Paid Employees**

Hourly paid employees who are required to work in excess of one (1) hour of overtime on the completion of their seven and one-half (7½) hour shift shall be scheduled an uninterrupted fifteen (15) minute rest period with pay at the conclusion of the first hour of overtime worked, and shall receive an additional uninterrupted fifteen (15) minute rest period with pay for each additional two (2) hours of overtime worked.

**ARTICLE 22            OVERTIME**

22.01                    All time worked by hourly paid employees that is in excess of seven and one-half (7½) hours in any one (1) day or that is in excess of thirty-seven and one-half (37½) hours in any one (1) week shall be considered as overtime hours and shall be paid for at the rate of one and one-half (1½) times said employee's regular hourly rate of pay.

22.02                    **For the purpose of this Article the word “outside” means a distance of a minimum of 100 km from the Co-operative’s Inkster location.** Any salaried employee who **is required, as directed by management, to** perform work for the Co-operative outside the city of Winnipeg or who remains outside the city of Winnipeg due to Co-operative business, shall receive an extra time allowance for each such day and portion of a day. This allowance shall be paid to said employees in lieu of any overtime that may be worked during such times in amounts as follows:

- (a) **Forty (\$40.00)** dollars for each of the first seven (7) such days of each out of town trip;
- (b) **Fifty (\$50.00)** dollars for each of the eighth (8th) to fourteenth (14th) such days of each out of town trip; and
- (c) **Sixty (\$60.00)** dollars for each of the fifteenth (15th) and subsequent such days of each out of town trip.

22.03 Any hourly paid employee who performs work on any of the general holidays provided for in Article 18 of this Agreement shall be paid the regular hourly rate of pay they would have received had they not worked plus an additional one and one-half (1½) times said hourly rate of pay for all such time required to be on duty.

22.04 Any salaried employee who performs work for the Co-operative or who is away from home due to Co-operative business, for all or any portion of any of the general holidays provided for in Article 18 of this Agreement, shall receive an additional one and one-half (1½) days off with pay for each such occurrence. Said days off with pay shall be taken at a time mutually agreed upon between the employee and the Co-operative. The provisions contained in this article supersede the provisions contained in sub-article 20.02. Any lieu days accumulated in excess of twenty (20) working days (including those accumulated under sub-article 20.02) will be paid out by November 30th of each calendar year.

22.05 All overtime worked by hourly paid employees shall be by mutual agreement between said employees and the Co-operative and must be pre-authorized by management.

22.06 Hourly paid employees may choose to take compensating time off in lieu of overtime pay. Hourly paid employees who choose to take compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) hours of paid time off for each hour of overtime worked. Such compensating time off shall be taken at a time mutually agreed upon between the employee and the Co-operative.

## **ARTICLE 23 SAFETY AND HEALTH**

23.01 The Co-operative agrees to a joint Labour/Management Safety and Health Committee which shall meet quarterly during regular working hours and which shall conduct safety tours of the Co-operative's operation. The committee shall be comprised of two (2) bargaining unit employees appointed and/or elected 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 office shall be emailed or faxed a copy of these minutes 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. When a vacancy on the committee occurs, the Co-operative and the Union agree to appoint and/or elect their substitute prior to the next scheduled meeting when possible.

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

23.03 The Co-operative agrees to allow time off with pay, as required by provincial legislation, for the purpose of allowing members of the bargaining unit who are on the joint Labour/Management Safety and Health Committee to attend safety and health seminars, courses or conferences. Additional time off without pay shall be granted if so requested by the Union. The time and scheduling of this time off is to be mutually agreed upon between the Co-operative and the Union.

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

23.05 The Co-operative shall pay the tuition costs of any employee who completes a first aid and/or CPR course that has been pre-approved by the Co-operative.

23.06 An employee may refuse to work or do particular work if they believe on reasonable grounds that the work constitutes a danger to their safety or health or to the safety or health of another worker or another person, until action is taken to remedy any dangerous condition, or until the Safety and Health Committee, or an Officer from an appropriate Government agency has established that it is safe to perform such work.

If an employee has refused to work or do particular work, the employee is entitled to the same wages and benefits that they would have received had the employee continued to work and the Co-operative may re-assign the employee temporarily to alternate work.

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

24.01 The minimum rates of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement and shall form part of this Agreement. The rates of pay provided for in Appendix "B" apply to job classifications and not to individuals.

24.02 Rates of pay for any new classification that may be established by the Co-operative and which come within the scope of this Agreement shall be the subject of negotiations, and the Co-operative shall have the right to temporarily establish a rate to be paid until the regular rate of pay for this new classification has been agreed upon.

If the Co-operative and the Union cannot reach an Agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Co-operative and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement, shall have the right to determine the rate of pay to be paid for this new classification and the Co-operative and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

24.03 Employees shall be paid on the fifteenth (15th) day and on the last day of each month by way of direct deposit to the financial institution of the employee's choice. Each employee shall receive, at the workplace, an itemized statement of wages and deductions.

### **New Payroll Bi-Weekly**

The Union agrees that the Co-operative may change its payroll to a bi-weekly payroll: that is, paid every second week, and the Union agrees that the Co-operative, if they do so, shall have complied with the Agreement. When the Co-operative decides to switch to this other payroll system, it shall give employees at least ninety (90) calendar days' notice of change.

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

25.01 Any employee who is required to temporarily relieve in a position that is outside the scope of this Agreement for a period of consecutive working days or more shall receive twenty-two (\$22.00) dollars per such day worked in addition to their regular rate of pay for all time so employed.

25.02 Any employee who is temporarily assigned to work in a higher paying classification that is within the scope of this Agreement for a period of two (2) consecutive working days or more shall receive the lesser of seventeen (\$17.00) dollars per day in addition to their regular rate of pay, or the top rate of pay that is then provided for said higher paying classification, for all time so employed. Such temporary assignments shall not exceed ninety (90) calendar days in duration.

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

## **ARTICLE 26 PAYMENT FOR MEETING ATTENDANCE**

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

26.02 Any employee who attends a meeting outside of their scheduled working hours shall be paid the greater of time actually spent at the meeting or two (2) hours' pay. All such compensation shall be paid for at the employee's appropriate hourly overtime rate of pay. The provisions contained in this Article shall not apply where attendance by an employee is voluntary.

## **ARTICLE 27 UNION REPRESENTATIVE'S VISITS**

27.01 After notifying the Chief Executive Officer or their designated representative, duly authorized full-time representatives of the Union shall be entitled to visit the Co-operative's operation 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; **provided the Union Representative does not interfere with normal business operations, or any special events that the Co-operative is hosting.**

27.02 Occasionally, and with the approval of the Co-operative, a Shop Steward shall be entitled to accompany the full-time Union Representative during such visits and all such time spent by the Shop Steward shall be considered as time worked. The Co-operative will not unreasonably deny any such request.

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

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

## **ARTICLE 28 SALE/MERGER/LOCATION OF BUSINESS**

28.01 In the event ownership of the Co-operative passes to another employer, the relevant sections of the Manitoba Labour Relations Act shall apply. The

Co-operative will notify the Union as far in advance as is possible in connection with any change in the ownership or management of their operations.

28.02 If the Co-operative relocates all or any portion of its operation to a location that is outside the jurisdiction of this Collective Agreement, all employees who are affected by such a relocation shall be offered, as determined by the Co-operative, either the opportunity to continue their employment with the Co-operative at the new location or shall be offered severance pay as provided for in this Agreement. Those employees who are offered the opportunity to continue their employment at the new location but who decline such opportunity, shall be provided with severance pay as provided for in this Agreement.

## **ARTICLE 29 COURT'S DECISION**

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

## **ARTICLE 30 HEALTH AND WELFARE BENEFITS**

30.01 Health and welfare benefits shall be provided as contained in Appendix "A" of this Agreement and shall form part of this Agreement.

## **ARTICLE 31 NOTICE OF LAYOFF/CLOSURE/SEVERANCE PAY**

### **31.01 Notice of Layoff**

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

### **31.02 Notice of Closure**

The Co-operative shall notify all employees, with six (6) months' service or more, who are to be affected by the permanent closure of all or any portion of the Co-operative's operation thirty (30) calendar days prior to the effective date of such closure or award pay in lieu thereof.

### **31.03 Severance Pay**

In addition to the notice of layoff and closure provisions provided for in sub-articles 31.01 and 31.02 above, any employee who is terminated due to the

permanent closing of the Co-operative's operation or a department within their operation, or any employee who is terminated because their job has become redundant, or any employee who is terminated because of the Co-operative's decision to downsize their operation, 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 with the Co-operative, up to a maximum of twenty-six (26) weeks' pay. 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 with the co-operative.

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

## **ARTICLE 32           TECHNOLOGICAL CHANGE**

32.01                   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.

32.02                   In the event of a technological change the Co-operative shall notify the Union not later than one hundred and twenty (120) 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 ninety (90) 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 33           PROTECTIVE CLOTHING AND FOOTWEAR**

33.01                   The Co-operative shall provide each employee who normally works in the shipping and receiving area of their operation with two (2) smocks to wear during working hours. The Co-operative shall replace these smocks on an ongoing basis as the need arises and shall be responsible for all costs involved in the supplying and repairing of same. The employee shall be responsible for laundering their own smocks.

33.02 The Co-operative shall provide employees who normally work in the shipping and receiving area of their operation with a rain coat, a winter parka and a pair of gloves to wear during working hours. The Co-operative shall replace the rain coat, parka and gloves on an ongoing basis as the need arises and shall be responsible for all costs involved in the supplying, laundering and repairing of same.

33.03 The Co-operative shall reimburse one hundred (100%) percent of the price, to a maximum of one-hundred and **fifty** (\$150.00) dollars per pair, towards the cost of providing safety shoes and/or boots to the warehouse clerk, mail clerk and their backups. This subsidy shall be paid to employees on the first pay period following the date of purchase and shall be limited to one (1) occasion per calendar year. **Such boots must be worn at work. Employees must have completed their probation period in order to be entitled to reimbursement.**

33.04 **For the purpose of this Article the word “outside” means a distance of a minimum of 100 km from the Co-operative’s Inkster location.** The Co-operative shall contribute one hundred **and fifty** (\$150.00) dollars to employees, who **are required, as directed by management, to** normally work outside the City of Winnipeg due to Co-operative business, for the purchase of high quality winter parkas. This subsidy shall be paid to employees on the first pay period following the date of purchase and shall be limited to one (1) occasion per calendar year.

#### **ARTICLE 34 WORKERS COMPENSATION BENEFITS**

34.01 When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee’s duties, the employee shall inform the 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.

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

#### **ARTICLE 35 DISCRIMINATION/HARASSMENT**

35.01 The Co-operative and the Union agree that there should be no discrimination and/or harassment in the workplace contrary to Manitoba Law, and that all employees shall cooperate in efforts to ensure that in fact there is no such inappropriate behaviour. Any employee who believes that they have been harassed and/or discriminated against is encouraged to report such misconduct to the Co-operative and the Union. Such reports shall be dealt with in confidence and as expeditiously as possible. **All employees are respected and appreciated inclusive of their colour, race, religion, national or ethnic origin, age, sex, sexual orientation, gender identity**

or expression, neurodivergences, mental illness or physical disability. The Co-operative and the Union recognize that an individual has the right to determine their own gender identity, including the right to determine their own pronouns.

## **ARTICLE 36           PRESENT PRACTICES AND POLICIES**

36.01                   Present practices and policies currently provided by the Co-operative mentioned in this Agreement shall be maintained at current levels during the term of this Agreement. A summary of these present practices and policies is as follows:

- (a)   membership in professional associations
- (b)   staff discounts
- (c)   training and development
- (d)   gifts for staff
- (e)   long service awards
- (f)   free unassigned on-site/off-site parking and plug-ins
- (g)   free coffee, tea, milk and sugar

36.02                   A copy of each of the present practices and policies referred to in sub-article 36.01 above shall be provided by the Co-operative to each employee and the Union, upon request.

## **ARTICLE 37           LABOUR/MANAGEMENT RELATIONS**

37.01                   A Labour/Management Relations Committee shall be appointed, consisting of Shop Stewards from the Union and Representatives from the Co-operative. Upon prior notification, the Union Representative may attend these meetings from time to time. The Committee shall meet at the request of either party, but in no event less than quarterly, 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.

37.02                   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 38           GROUP RETIREMENT SAVINGS PLAN BENEFITS**

38.01                   The Co-operative shall provide for and administer payroll deductions for any employee who wishes to participate in the United Food and Commercial Workers Union, Local No. 832, Group Retirement Savings Plan.

**ARTICLE 39                    EXPIRATION AND RENEWAL**

39.01                    This Agreement shall be in effect from July 1, 2023, and shall remain in effect until June 30, 2028, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

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

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

**SIGNED THIS                    DAY OF                    , 2023.**

**FOR THE UNION:**

**FOR THE CO-OPERATIVE:**

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## APPENDIX "A"

### HEALTH AND WELFARE BENEFITS

#### A-1 Preamble

A-1.01 The following health and welfare benefits shall be arranged for by the Co-operative for employees and shall be subject to the terms and conditions of their master policies and contracts in force, all of which shall form part of this Agreement. The Co-operative shall have the right to make arrangements for the replacement of such benefits provided that benefit levels are maintained or improved in all material respects for the term of 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 The Co-operative shall supply the Union and each employee covered by this Agreement with a current copy of the summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Co-operative. New employees shall be provided with a copy of the summary pamphlets (or similar documents) at the same time as they become eligible to receive said benefits. The Co-operative shall ensure that the Union and the employees covered by this Agreement are provided with the most recent copy of the summary pamphlets (or similar documents) at all times.

A-1.03 With the exception of the following, the health and welfare benefits referred to in this Appendix "A" shall be available to all employees who have completed three (3) months of continuous employment with the Co-operative. Employees who transfer their employment from another Co-operative to this Co-operative shall be eligible to receive all of the benefits provided for in this Appendix "A" immediately and accrual of superannuation benefits shall continue uninterrupted for these employees.

A-1.04 A general description of the health and welfare benefits, terms and conditions, that the Co-operative shall ensure are available to employees is as listed below.

#### A-2 Paid Sick Leave Benefits

A-2.01 A paid sick leave benefit shall accrue to each full-time employee at the rate of one and one-quarter (1¼) days per full month of continuous service until a maximum of one hundred (100) days has been accrued. Accrual of paid sick leave benefits shall commence with the employee's date of hire but shall not be available to employees until they have completed three (3) months of continuous employment with the Co-operative. Employees shall be entitled to use such accrued paid sick leave for any non-occupational sickness or accident that is not covered by the long term disability plan provided by the Co-operative, and such days shall be paid for at the rate of one hundred (100%) percent

of the employee's regular rate of pay for each day of such absence.

A-2.02 Part-time employees who have first averaged twenty-two and one-half (22½) hours or more per week during a thirteen (13) consecutive week period, shall thereafter accumulate paid sick leave benefits on the basis of ten (10) hours for each one hundred and sixty-three (163) hours worked. Unused sick leave credits shall be cumulative to a maximum of four hundred (400) hours. Part-time employees who have qualified to accumulate paid sick leave benefits as indicated above, shall not be required to maintain any amount of average weekly hours thereafter in order to continue to accumulate paid sick leave benefits. Paid sick leave benefits for part-time employees shall apply only for absences from normally scheduled work.

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** will not unreasonably request any such medical certificate.

A-2.04 Sick leave benefits shall cease to be paid when the long term disability plan becomes effective.

A-2.05 Accumulated sick leave credits may be utilized for doctor's appointments and dental appointments. In such cases the Co-operative may ask the employee to provide a doctor's certificate. Employees shall attempt to schedule such appointments after hours of work where possible, and if not possible shall attempt to schedule such appointments at the beginning or at the end of their shift. Employees must request time off to attend such appointments and shall provide a minimum of forty-eight (48) hours' notice where possible.

A-2.06 In the event of an illness or injury occurring to an employee's spouse and/or child that requires the attention of a physician, or a serious illness or injury occurring to an employee's parent, brother, sister, mother-in-law and/or father-in-law that requires the attention of a physician, employees shall, at the Co-operative's discretion, be entitled to utilize up to five (5) days of their paid sick leave entitlements per calendar year in order to receive paid time off. The purpose of this paid time off shall be to enable the employee to attend to the needs of these family members. The Co-operative may request, and if so, shall be provided with a medical certificate verifying the illness or injury in order to establish eligibility for such benefits. The Co-operative shall not unreasonably deny any employee's request for such time off.

A-2.07 An employee who is absent from work due to an illness and/or injury must inform their immediate supervisor or the appointed designate, who is on site, of their inability to work as soon as reasonably possible prior to, or within thirty (30) minutes of their scheduled starting time and must also complete a payroll communication on the first day of their return to work.

A-2.08 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 paid sick leave credits each 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 shall provide all eligible employees with long term disability benefits. Benefits shall take effect after a ninety (90) calendar day waiting period. Premiums for this benefit will be shared equally by the Co-operative and the employees.

A-3.02 Long term disability benefits provided by the Co-operative and required because of a medical condition directly attributable to pregnancy shall be granted to employees under the same conditions as other long term disability benefits are granted, as determined by the Co-operators Life Insurance Company.

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

A-4.01 Subject to the rules and regulations of the plan, the Co-operative shall provide all eligible employees and their eligible dependants with dental benefits. Premiums for this benefit shall be paid for in total by the Co-operative.

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

A-5.01 Subject to the rules and regulations of the plan, the Co-operative shall continue its present policy of providing the Co-operative's superannuation plan in which employees' contributions are matched by the Co-operative. Such contributions shall not be reduced by the Co-operative during the term of the Collective Agreement.

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

### **A-6 Life Insurance Benefits**

A-6.01 Subject to the rules and regulations of the plan, the Co-operative shall provide all eligible employees and their eligible dependants with life insurance benefits. Premiums for this benefit shall be shared equally between the Co-operative and the employees.

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

A-7.01 Subject to the rules and regulations of the plan, the Co-operative shall provide all eligible employees and their eligible dependants with an Extended Health Care Plan. Benefits will take effect after a ninety (90) calendar day waiting period. This plan shall also include vision care and prescription drug coverage. Premiums for this benefit shall be paid in total by the Co-operative.

**A-8 Travel Insurance Benefits**

A-8.01 Subject to the rules and regulations of the plan, the Co-operative shall provide all eligible employees with travel insurance benefits. Benefits that are available to eligible employees shall be the same as those that are presently provided for in the plan. Premiums for this benefit shall be paid for in total by the Co-operative.

**A-9 Part-time Employee Eligibility**

A-9.01 Part-time employees who average twenty-two and one-half (22½) 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 and extended health care plans provided by the Co-operative. If an employee's weekly hours should drop below an average of twenty-two and one-half (22½) 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 shall not be affected by any approved leave of absence pursuant to this Collective Agreement.

**APPENDIX "B"**

**WAGES**

**B-1 Classifications and Hourly Rates of Pay/Hourly Paid Employees**

Classification	Current	Effective July 1 2023	Effective Jan 1 2024	Effective July 1 2025	Effective July 1 2026	Effective July 1 2027
		3.00%	2.75%	2.00%	2.25%	3.00%
Mail Clerk/ <b>Mail Assistant</b>	\$17.28	<b>\$20.00</b>	<b>\$20.55</b>	<b>\$20.96</b>	<b>\$21.43</b>	<b>\$22.08</b>
Clerk 1/ <b>Office Assistant/ Finance Assistant</b>	\$19.03	<b>\$21.00</b>	<b>\$21.58</b>	<b>\$22.01</b>	<b>\$22.50</b>	<b>\$23.18</b>
Warehouse Clerk/ <b>Warehouse Assistant</b>	\$19.03	<b>\$21.00</b>	<b>\$21.58</b>	<b>\$22.01</b>	<b>\$22.50</b>	<b>\$23.18</b>
Senior Accounting Clerk/ <b>Senior Finance Assistant</b>	\$22.98	<b>\$23.67</b>	<b>\$24.32</b>	<b>\$24.81</b>	<b>\$25.36</b>	<b>\$26.13</b>
Secretarial Clerk/ <b>Senior Office Assistant</b>	\$23.43	<b>\$24.13</b>	<b>\$24.80</b>	<b>\$25.29</b>	<b>\$25.86</b>	<b>\$26.64</b>
Accountant 1/ <b>Collection Clerk</b>	\$23.43	<b>\$24.13</b>	<b>\$24.80</b>	<b>\$25.29</b>	<b>\$25.86</b>	<b>\$26.64</b>

**B-2 Classifications and Hourly Rates of Pay/Hourly Paid Employees**

Classification	Current	Effective July 1 2023	Effective July 1 2024	Effective July 1 2025	Effective July 1 2026	Effective July 1 2027
		3.00%	2.75%	2.00%	2.25%	3.00%
Administrative Assistant/ <b>Supply Chain Administrator/ Facilities Maintenance Administrator/ Maintenance Administrator/ Administrative Coordinator</b>	\$3,765.00	<b>\$3,877.95</b>	<b>\$3,984.59</b>	<b>\$4,064.29</b>	<b>\$4,155.73</b>	<b>\$4,280.40</b>

<b>Classification</b>	Current	<b>Effective July 1 2023</b>	<b>Effective July 1 2024</b>	<b>Effective July 1 2025</b>	<b>Effective July 1 2026</b>	<b>Effective July 1 2027</b>
<b>Auditor I/ Audit &amp; Risk Coordinator</b>	\$4,299.00	<b>\$4,427.97</b>	<b>\$4,549.74</b>	<b>\$4,640.73</b>	<b>\$4,745.15</b>	<b>\$4,887.50</b>
<b>Merchandising Assistant/ Junior Buyer</b>	\$4,681.00	<b>\$4,821.43</b>	<b>\$4,954.02</b>	<b>\$5,053.10</b>	<b>\$5,166.79</b>	<b>\$5,321.80</b>
<b>Financial Support Officer/ Accountant</b>	\$4,950.00	<b>\$5,250.00</b>	<b>\$5,394.38</b>	<b>\$5,502.26</b>	<b>\$5,626.06</b>	<b>\$5,794.85</b>
<b>Logistics Coordinator/ Coordinator</b>	\$4,950.00	<b>\$5,098.50</b>	<b>\$5,238.71</b>	<b>\$5,343.48</b>	<b>\$5,463.71</b>	<b>\$5,627.62</b>
<b>Construction &amp; Maintenance Coordinator</b>	\$4,950.00	<b>\$5,098.50</b>	<b>\$5,238.71</b>	<b>\$5,343.48</b>	<b>\$5,463.71</b>	<b>\$5,627.62</b>
<b>Retail Systems Support Coordinator</b>	\$4,950.00	<b>\$5,098.50</b>	<b>\$5,238.71</b>	<b>\$5,343.48</b>	<b>\$5,463.71</b>	<b>\$5,627.62</b>
<b>Technical Specialist</b>	\$5,100.00	<b>\$5,253.00</b>	<b>\$5,397.46</b>	<b>\$5,505.41</b>	<b>\$5,629.28</b>	<b>\$5,798.16</b>
<b>Network Administrator I/ IT Specialist</b>	\$5,100.00	<b>\$5,253.00</b>	<b>\$5,397.46</b>	<b>\$5,505.41</b>	<b>\$5,629.28</b>	<b>\$5,798.16</b>
<b>Business Support Officer/ Operational Support Specialist</b>	\$5,323.00	<b>\$5,482.69</b>	<b>\$5,633.46</b>	<b>\$5,746.13</b>	<b>\$5,875.42</b>	<b>\$6,051.68</b>
<b>Senior Financial Support Officer/ Accountant II</b>	\$5,323.00	<b>\$5,550.00</b>	<b>\$5,702.63</b>	<b>\$5,816.68</b>	<b>\$5,947.55</b>	<b>\$6,125.98</b>
<b>Inns North Support Officer/ Hospitality Support Specialist</b>	\$5,546.00	<b>\$5,712.38</b>	<b>\$5,869.47</b>	<b>\$5,986.86</b>	<b>\$6,121.56</b>	<b>\$6,305.21</b>
<b>Contract Support Officer/ Contract Support Specialist</b>	\$5,546.00	<b>\$5,850.00</b>	<b>\$6,010.88</b>	<b>\$6,131.09</b>	<b>\$6,269.04</b>	<b>\$6,457.11</b>
<b>Cable Support Officer/ Cable Support Specialist</b>	\$5,546.00	<b>\$5,712.38</b>	<b>\$5,869.47</b>	<b>\$5,986.86</b>	<b>\$6,121.56</b>	<b>\$6,305.21</b>
<b>Network Administrator II/ Senior IT Specialist</b>	\$5,953.00	<b>\$6,131.59</b>	<b>\$6,300.21</b>	<b>\$6,426.21</b>	<b>\$6,570.80</b>	<b>\$6,767.93</b>
<b>Financial Analyst/ Senior Accountant</b>	\$5,995.00	<b>\$6,174.85</b>	<b>\$6,344.66</b>	<b>\$6,471.55</b>	<b>\$6,617.16</b>	<b>\$6,815.68</b>
<b>Programmer Analyst</b>	\$7,054.00	<b>\$7,265.62</b>	<b>\$7,465.42</b>	<b>\$7,614.73</b>	<b>\$7,786.06</b>	<b>\$8,019.65</b>
<b>Senior Buyer</b>	\$7,054.00	<b>\$7,265.62</b>	<b>\$7,465.42</b>	<b>\$7,614.73</b>	<b>\$7,786.06</b>	<b>\$8,019.65</b>

### **B-3 Increment Increases**

New employees shall receive eighty-five (85%) percent of their classified rate of pay during their entire first year of employment, and shall receive ninety (90%) percent of their classified rate of pay during their entire second year of employment, and shall receive ninety-five (95%) percent of their classified rate of pay during their entire third year of employment, and shall receive one hundred (100%) percent of their classified rate of pay immediately upon completion of three (3) calendar years of employment since their date of last hire.

### **B-4 Retroactive Pay**

All employees shall receive full retroactive pay to July 1, 2023, 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 shall be issued to each employee in the bargaining unit on pay cheques that are separate and apart from their normal earnings.

### **B-5 Employees Bidding Into a Lower Paying Classification**

Any employee who bids into a lower paying classification on a permanent basis shall receive the rate of pay closest to but not more than the rate of pay they were receiving immediately prior to the change of classification. Thereafter, the employee shall receive increment increases as provided for in Appendix B-4 above, until the top rate of pay for their new classification is achieved.

### **B-6 Employees Promoted to a Higher Paying Classification**

Any employee who is promoted on a permanent basis into 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 said employee was promoted into that provides for an increase in pay for the employee. Thereafter, the employee shall receive increment increases as provided for in Appendix B-3 above, until the top rate of pay for their new classification is achieved.

### **B-7 Lump Sum Payment**

A one-time only lump sum payment of one thousand **three hundred** (\$1,300.00) dollars shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. This lump sum payment shall be issued to each employee in the bargaining unit on pay cheques that are separate and apart from their normal earnings.

## **B-8 Out of Pocket Expenses**

**No employee shall be out of pocket for expenses incurred as a direct result of carrying out duties of employment. An employee who travels or incurs work-related expenses may request a cash advance from the Co-operative for valid expenses. All expense receipts must be kept and submitted monthly for validation by method as determined by the Co-operative. All expenses shall be determined valid in accordance with the Co-operative's "Expense Claim" policy.**





## LETTER OF UNDERSTANDING #1

**BETWEEN:**

**ARCTIC CO-OPERATIVES LIMITED**, a body corporate carrying on business at its operation located at 1645 Inkster Boulevard, in the City of Winnipeg, 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: Bi-Weekly Pay**

**WHEREAS** the **Co-operative** has historically paid employee wages on a semi-monthly basis, with 24 pay cycles per year, paid on the 15<sup>th</sup> and 30<sup>th</sup> day of each month;

**AND WHEREAS** the Union has requested, and the **Co-operative** has agreed, that the **Co-operative** change to a bi-weekly pay period, with 26 pay cycles per year, accrued for two calendar weeks and paid on the last day of every pay period which will be every second Friday ("**Bi-Weekly Pay**");

**AND WHEREAS** The *Employment Standards Act* (Manitoba) stipulates that employees must be paid at least semi-monthly and within ten (10) working days of the end of each pay period;

**AND WHEREAS** the **Co-operative** seeks to adopt the Bi-Weekly Pay schedule in order to comply with the new collective bargaining agreement signed between the parties hereto on \_\_\_\_\_;

**NOW THEREFORE** the parties agree to the following:

1. The **Co-operative** will change to Bi-Weekly Pay.
2. Employees in the employ of the **Co-operative** ("**Employees**") will be paid in 26 pay periods each calendar year, which will amount to a lower net income per pay period, though two months per year will have three pay periods.



## LETTER OF UNDERSTANDING #2

**BETWEEN:**

**ARCTIC CO-OPERATIVES LIMITED**, a body corporate carrying on business at its operation located at 1645 Inkster Boulevard, in the City of Winnipeg, 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: Working Remote Arrangement**

**WHEREAS** the Co-operative may offer a "Working Remote Arrangement" to employees which permits employees to modify their location of work where appropriate, as determined by the Co-operative, and in accordance with the terms of the Co-operative's "Working Remote Policy".

**AND WHEREAS** the Union wishes for its members to have access to flexible work arrangements if and where appropriate.

**NOW THEREFORE** the parties hereto agree as follows:

1. Employees may request to participate in a working remote arrangement as described in the Co-operative's "Working Remote Policy", as may be amended from time to time in the Co-operative's sole discretion.
2. All requests by employees to participate in the "Working Remote Arrangement" may be approved or refused at the sole discretion of the Co-operative for any reason whatsoever.
3. If the Co-operative approves an employee's request to participate in a "Working Remote Arrangement", the Co-operative and the employee shall enter into a "Working Remote Agreement" which shall set out the terms and conditions applicable to the employee's "Working Remote Arrangement".

- Such "Working Remote Agreement" will include that, should the Co-operative choose to discontinue the "Working Remote Arrangement" with an employee, the Co-operative will provide thirty (30) days notice to the impacted employee(s).

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

**SIGNED THIS                      DAY OF                      , 2023.**

**FOR THE UNION:**

**FOR THE CO-OPERATIVE:**

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