

**EXPIRY DATE: DEC 31, 2024**

AGREEMENT BETWEEN:

**NORTH OF 53 CONSUMERS' CO-OPERATIVE LIMITED, a body corporate carrying on business** in the City of Flin Flon, in the Province of Manitoba, hereinafter **referred** to as the "Co-operative"

AND

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

**ARTICLE 1 PURPOSE**

- 1.01 The purpose of this Agreement shall be:
- (a) to establish wage rates, hours of work and other working conditions as outlined in this Collective Agreement;
  - (b) to provide a method for settlement of disputes and grievances of all employees covered by this Agreement;
  - (c) to promote an efficient operation and harmonious relations.

**ARTICLE 2 CLARIFICATION OF TERMS**

2.01 **Full-time Employee**

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

2.02 **Part-time Employee**

A part-time employee shall be an employee who is normally scheduled to work less than forty (40) hours per week, except during a specific period of time or duration of a specific project or group of assignments during which periods the employee may be required to work up to four (4) consecutive weeks at forty (40) hours per week.

2.03 **Masculine or Feminine Gender**

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

2.04 **Plural and Singular**

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

**ARTICLE 3 RECOGNITION**

3.01 The Co-operative recognizes the Union as the sole collective bargaining agency for the employees covered by this Agreement.

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.

3.03 The Union shall encourage all employees to become members of the Co-operative and to utilize the goods and services provided by the Co-operative.

**ARTICLE 4 SCOPE**

4.01 This Agreement shall cover all eligible employees employed by the North of 53 Consumers' Co-operative in its place of business in the City of Flin Flon, in the Province of Manitoba, save and except: The General Manager, one (1) Office Manager/Accountant, one (1) Grocery Manager, one (1) Food Manager, one (1) Meat Manager, one (1) Bakery Manager, one (1) Deli Manager, one (1) Produce Manager, one (1) Petroleum Manager, one (1) Confidential Secretary, **one (1) Human Resource Manager, one (1) Health and Safety Manager, one (1) Information Technology**

**Manager** and those excluded by the Labour Relations Act of Manitoba.

4.02 The Co-operative agrees to actively employ not less than one (1) full-time person who shall be classified and paid as a “Premium Rate Clerk” in the Produce department, and one (1) full-time person who shall be classified and paid as a “Clerk” in the Produce department, and shall continue to do so whenever and for as long as the Produce Manager position referred to in **sub-article** 4.01 above is filled.

4.03 The Co-operative agrees to actively employ not less than one (1) full-time person who shall be classified and paid as a “Premium Rate Clerk” in the Deli department, and one (1) full-time person who shall be classified and paid as a “Clerk” in the Deli department, and shall continue to do so whenever and for as long as the Deli Manager position referred to in **sub-article** 4.01 above is filled.

4.04 Federated Co-operative Limited (FCL) trainees shall be excluded from the bargaining unit. The Co-operative agrees that not more than one (1) FCL trainee shall be on staff at any one (1) time unless otherwise mutually agreed between the Co-operative and the Union. Work schedules will not be affected by the presence of FCL trainees. The Co-operative shall provide the Union with advance written notification of any FCL trainee who is to be so employed.

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

## **ARTICLE 5 MANAGEMENT'S RIGHTS**

5.01 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.

5.02 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.

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

5.04 The exercise of the foregoing rights shall not alter any of the specific

provisions of this Agreement.

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

## **ARTICLE 6 UNION SECURITY**

6.01 The Co-operative agrees to retain in its employ within the bargaining unit, as outlined in Article 4 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 make application on the official Membership Application (Exhibit One) form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.

6.02 The Co-operative agrees to provide new employees and rehired employees, at the time of employment, with a form letter outlining to the employee their responsibility in regard to payment of Union dues and initiation fee.

6.03 The Co-operative agrees to forward the form letter, referred to in 6.02 above, duly completed, to the Union, within ten (10) calendar days from the 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.

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

## **ARTICLE 7 DUES CHECK-OFF**

7.01 The Co-operative agrees to deduct from the wages of each employee, such Union dues, initiation fees, and assessments as are authorized by the Union. The Co-operative further agrees to deduct the Union dues, initiation fees and assessments automatically from the wages of new or rehired employees' first pay. Monies deducted during any period shall be forwarded by the Co-operative to the Secretary-Treasurer of the Union **via direct deposit** not later than three (3) weeks following the end of the completed pay period and accompanied by an electronic **Excel spreadsheet** containing the names and Social Insurance Numbers of the employees for whom the deductions were made and the amount of each deduction.

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

## **ARTICLE 8 PROBATIONARY PERIOD**

8.01 Employees shall be considered probationary until placed on a seniority list. Employees shall be entitled to be placed on a seniority list when they have been in the employ of the Co-operative for ninety (90) calendar days for full-time employees and five hundred and twenty (520) hours for part-time employees, from the date of hire. The Co-operative, at their discretion, may discharge any probationary employee within the above limit and said employee shall have no recourse to the Grievance and Arbitration Articles of this Agreement in respect to this discharge. Time lost by a probationary employee for personal and/or health reasons shall be added to the prescribed probationary period.

## **ARTICLE 9 SENIORITY**

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

9.02 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence except Union Leave as per **sub-article** 18.02.

9.03 Seniority shall be broken and all rights forfeited when:

- (a) an employee is dismissed by the Co-operative for just cause and is not reinstated through the grievance and/or arbitration procedure contained in this Agreement;
- (b) an employee voluntarily leaves the service of the Co-operative;
- (c) more than twelve (12) months have elapsed since last so employed, in the event of a layoff;
- (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 and/or inability to communicate with the Co-operative shall be considered a satisfactory reason.

9.04 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.

9.05 Any employee promoted to a position outside the scope of this Agreement shall be on a trial period for 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, said employee will be returned to the bargaining unit 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.

9.06 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.

9.07 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.

9.08 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.

9.09 Seniority for full-time employees shall apply among full-time employees and it is agreed that all full-time employees shall have seniority over part-time employees. Part-time employees will have seniority only within the part-time seniority list.

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

If an employee requests time off from their scheduled hours of work, and if the request is granted by the Co-operative, it is agreed that these hours need not be rescheduled to that employee.

9.11 When a part-time employee works the basic work week for thirteen (13) consecutive weeks, a full-time position shall be deemed to have been created and shall be filled in accordance with Article 11 of this Agreement. This sub-article does not apply where the employee is filling in for vacation relief.

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

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

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

9.13 The Co-operative shall prepare and publish a seniority list semi-annually during the months of January and July of each year. One copy shall be posted on the bulletin board and a copy shall be faxed or emailed to the Union office.

In January and July of each **calendar** year, the Co-operative shall provide the Union with an **Excel format** list containing the current name, address, telephone number, classification, department, status, rate of pay, **employee number**, **start date**, **seniority date**, and **social insurance number** of all bargaining unit employees, **including those on leave**.

9.14 The term "department" referred to in this Article shall be defined as follows:

- (a) Grocery
- (b) Meat
- (c) Bakery
- (d) Deli
- (e) Produce
- (f) Petroleum
- (g) Administration

## **ARTICLE 10 LAYOFFS AND RECALLS**

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

10.02 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.

10.03 The Co-operative shall notify employees who are to be laid off, **twenty-one (21)** calendar days prior to the effective date of the layoff or award pay in lieu thereof.

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

## **ARTICLE 11 PROMOTIONS AND VACANCIES**

11.01 Vacancies within the scope of this Agreement shall be visibly posted on the bulletin board that is located in each outlet covered by this Agreement, within seven (7) calendar days from which the vacancy occurred and employees shall be allowed a further seven (7) calendar days in which to make a written application for such vacancy. **Such posting shall be posted in common areas where all bargaining unit employees have access.** The Co-operative will notify all Shop Stewards of all such vacancies when the vacancy is posted **and the shop steward shall be allowed to fax or email to the Union Office a copy of the posting.**



11.02 New positions within the scope of this Agreement shall be visibly posted on the bulletin board that is located in each outlet covered by this Agreement and employees shall be allowed seven (7) calendar days in which to make a written application for this new position. **Such posting shall be posted in common areas where all bargaining unit employees have access.** The Co-operative will notify all Shop Stewards of all such new positions when the new position is posted **and the shop steward shall be allowed to fax or email to the Union Office a copy of the posting.**

11.03 Vacancies and new positions within the scope of this Agreement shall be filled within a further fourteen (14) calendar days following completion of the seven (7) calendar days the vacancy and/or new position was posted for bids.

11.04 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. An employee may opt to revert to their former position not more than once during the life of this Collective Agreement.

11.05 Hours of work that the Co-operative chooses to make available because of a temporary vacancy shall first be offered by seniority to part-time employees already working in the same department. Where such vacancy is to exceed seven (7) calendar days in duration, the remaining hours of work, if any, shall then be posted for bids as a temporary vacancy and shall be filled in accordance with the provisions contained in this Article 11. Any employee who successfully bids for this temporary work shall temporarily transfer into the department where the temporary vacancy exists and shall be entitled to claim only those remaining hours that have become available in that department. It is understood that said employees shall only work in that department until such time as the temporary vacancy ceases to exist at which point they shall then be transferred back to their normal department.

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

## **ARTICLE 12 BULLETIN BOARDS/DECALS**

12.01 The Co-operative agrees that during the term of this Agreement, it will allow the Union to install its own bulletin board on the Co-operative's premises for the purpose of posting notices directly relating to the employees, providing that such notice shall first receive the approval of the Co-operative, which approval shall not be unreasonably withheld.

12.02 The Co-operative agrees that during the term of this Agreement, it will permit the Union to supply and install its decals in each location covered by this Agreement, provided, however, that such decals shall first be approved by management and be located as directed by the General Manager. Such decals shall be displayed in a prominent position.

### **ARTICLE 13 STRIKES AND LOCK-OUTS**

13.01 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 lock-out on the part of the Co-operative.

### **ARTICLE 14 GRIEVANCE PROCEDURE**

14.01 Any dispute between the Co-operative, the Union or the employees covered by this Agreement, which concerns the interpretation, application or alleged violation of this Agreement, may be presented as a grievance.

14.02 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, or within fifteen (15) working days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party.

14.03 The procedure for adjustment of grievances and disputes shall be as follows:

- (a) A discussion between the Shop Steward and/or Union Representative (with the aggrieved employee present or absent at their option) and the immediate superior, or in the absence of the immediate superior, the General Manager.
- (b) Failing agreement in sub-article 14.03(a), the grievance shall be submitted, in writing, within fifteen (15) working days and shall clearly set forth the issues and contentions of the aggrieved party, and the grievance shall be dealt with by the Shop Steward and/or Union Representative and the General Manager or their duly appointed representative in the event of their absence. The General Manager or their duly appointed representative shall render a written decision on any grievance initiated by an employee or the Union, within fifteen (15) working days. A full-time Union Representative shall render a written decision on any grievance initiated by the Co-operative, within fifteen (15) working days.

- (c) Failing agreement of sub-article 14.03(b), then upon request of either party, but not later than ten (10) calendar days thereafter, the matter shall be referred to an Arbitrator, selected as per Article 15.
- (d) If the Union refers the matter to an Arbitrator as per sub-article 14.03(c) above, a copy of the letter shall also be sent to the FCL Home Office Labour Relations Department in Saskatoon.

14.04 The Co-operative and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Co-operative and the Union. Unless otherwise mutually agreed to between the Co-operative and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

## **ARTICLE 15 SELECTION OF AN ARBITRATOR**

15.01 If the Union and Co-operative cannot reach a settlement as per Article 14, then at the request of either party, the grievance shall be submitted to an Arbitrator. 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 of the selection of an Arbitrator by the parties involved in the dispute, the matter shall be referred to the Manitoba Labour Board, who shall appoint an Arbitrator.

15.02 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.

15.03 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.

15.04 The decision of the Arbitrator shall be final and binding upon all parties concerned. In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. It is distinctly understood that the Arbitrator is not vested with the power to change, modify or alter this Agreement in any of its parts. The Arbitrator may, however, interpret the provisions of this Agreement. The Arbitrator shall endeavour to hand down their decision within thirty (30) calendar days of the arbitration.

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

15.06 It is agreed that the expenses of the Arbitrator shall be borne equally by the Co-operative and the Union.

## **ARTICLE 16 SHOP STEWARDS**

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

16.02 All time spent by Shop Stewards with respect to disputes and grievances shall be dealt with during regular, working hours, and no Shop Steward shall suffer any loss of pay for time spent in such matters. The number of Shop Stewards who are entitled to remuneration under this sub-article at any one time shall not exceed **three (3)** with not more than one (1) Shop Steward from any one (1) department.

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

16.04 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 17 DISCIPLINE/DISCHARGE**

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

17.02 The affected employee, the Shop Steward who is involved, and the Union, shall be given a copy of any written disciplinary 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 **faxed or emailed** to the Union office within forty-eight (48) hours.

17.03 The Co-operative agrees that any written disciplinary notices shall be removed from the employee's personnel file after eighteen (18) months. Said written disciplinary notice cannot be used against the employee at a later date. This time period of eighteen (18) months shall not include periods of layoffs, periods of leaves of absence without pay, or periods of disciplinary suspensions.

It is understood that should any employee receive a written disciplinary notice for the same or similar offence during said eighteen (18) month period, the employee will then be required to wait a further eighteen (18) months before their written disciplinary notices are removed from their personnel file.

Notwithstanding the foregoing, written disciplinary notices for harassment, bullying, major safety violations and/or violence will remain on the employee's file indefinitely.

17.04 Employees covered by this Agreement will have access to their own personnel file, upon request by the employee involved. A management representative shall be entitled to be present while said employees are reviewing their personnel file. 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 will also be placed in said employee's personnel file. The Co-operative agrees to keep only one (1) personnel file per employee.

## **ARTICLE 18 LEAVES OF ABSENCE**

### **18.01 Negotiation Leave**

The Co-operative agrees to allow a maximum of three (3) employees time off, without pay, for the purpose of attending negotiations for the renewal of the Collective Agreement. The Co-operative reserves the right to limit the representation to one (1) person per department.

### **18.02 Union Leave**

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

18.03

### **Convention Leave/Business Meeting Leave**

Employees selected as delegates to attend labour conventions or business meetings in connection with the affairs of the Union, upon giving ten (10) working days' written notice, shall be granted leave of absence without pay for a period not to exceed two (2) weeks. The Co-operative reserves the right to limit the number of delegates to three (3), with not more than one (1) delegate from any one (1) physical location.

18.04

When **the Union or** an employee requests time off as per sub-articles 18.01, and 18.03, 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.

18.05

### **Bereavement Leave**

All employees shall be granted time off from work, with pay, to a maximum of three (3) **non-consecutive** scheduled work **shifts**, in the event of a death in the immediate family. Employees shall not be required to attend the funeral in order to receive bereavement leave with pay. The term "immediate family" shall mean spouse, common law spouse (common law spouse (including same sex partner) shall be a person with whom the employee has cohabited for one (1) year or more), **fiancé**, parent, stepparent, child, stepchild, daughter-in-law or son-in-law, brother or sister, mother- or father-in-law, brother- or sister-in-law, grandparent, grandparent-in-law and grandchild.

A one (1) day leave of absence with pay shall be granted to employees so they may attend the funeral of an aunt, uncle, niece, nephew.

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

Two (2) additional days' leave with pay may be granted to an employee in order to attend a funeral outside a radius of three hundred (300) kilometres of the **City of Flin Flon**.

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 with pay may be granted by prior mutual agreement between the Co-operative and the employee

18.06                    **Jury Duty Pay/Witness Fees**

All employees summoned to jury duty, jury selection, or as a Court witness on behalf of the Crown or the 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.

18.07                    **Personal Leave**

Once per calendar year a personal leave of absence without pay for periods of up to four (4) calendar weeks may be granted to employees who request same and who have three (3) years or more of service with the Co-operative. Application for said leave shall be made in writing to the General Manager of the Co-operative, or their designate. The granting of such leave shall not be unreasonably withheld.

18.08                    **Maternity Leave**

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

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

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

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

**Parental Leave**

(A) **Entitlements**

Every employee

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

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

(B) **Commencement of Leave**

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

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

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

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



(D) **Reinstatement of Employee**

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

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

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

18.10 **Parenting Leave**

The Co-operative agrees to grant employees whom do not take maternity leave two (2) days off with pay parenting leave, to be taken on or after the birth of their child, at the employee's discretion. Parenting leave shall be in addition to any parental leave the employee may be entitled to.

18.11 **Compassionate Care Leave**

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

18.12 **Protected Leaves**

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

- (a) **Interpersonal Violence Leave**
- (b) **Family Leave**
- (c) **Long Term Leave for Serious Injury or Illness**
- (d) **Leave Related to Critical Illness of a Child**

- (e) **Leave Related to Critical Illness of an Adult**
- (f) **Leave Related to Death or Disappearance of a Child**
- (g) **Leave for Organ Donation**
- (h) **Leave for Citizenship Ceremony**
- (i) **Leave for Reservists**

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

18.14 **Leave Authorization**

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

**ARTICLE 19 GENERAL HOLIDAYS**

19.01 The following days shall be considered General Holidays for which there shall be no deductions in pay:

- |                    |                      |
|--------------------|----------------------|
| New Year's Day     | <b>Terry Fox Day</b> |
| Louis Riel Day     | Labour Day           |
| Good Friday        | Thanksgiving Day     |
| Victoria Day       | Remembrance Day      |
| Canada Day         | Christmas Day        |
| 2nd Monday in June | Boxing Day           |

and any other days proclaimed as Holidays by Federal, Provincial or Civic authorities, provided such Holidays are observed by the majority of the retail businesses in the City of Flin Flon.

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

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

Full-time employees working in excess of the reduced hours of work for that week shall be paid overtime rates for all such hours worked.

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

19.05 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.

## **ARTICLE 20      VACATIONS**

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

- (a) Full-time employees with one (1) year's service or more shall receive three (3) weeks' vacation with pay.
- (b) Full-time employees with eight (8) years' service or more shall receive four (4) weeks' vacation with pay.
- (c) Full-time employees with sixteen (16) years' service or more shall receive five (5) weeks' vacation with pay.
- (d) Full-time employees with twenty-four (24) years' service or more shall receive six (6) weeks' vacation with pay.

20.02 All full-time employees who have completed twenty (20) years of service with the Co-operative prior to May 1st, shall be entitled, on a one (1) time only basis, to a bonus week of paid vacation which shall be in addition to the employee's earned vacation entitlements for that year.

All part-time employees who have completed twenty (20) years of service with the Co-operative prior to May 1st, shall be entitled, on a one (1) time only basis, to an extra two (2%) percent vacation pay which shall be in addition to the employee's earned vacation pay entitlements for that year.

20.03 Full-time employees with less than one (1) year of service by April 30th shall receive one (1) day off per month of employment, without pay, to a maximum of ten (10) days, for vacation purposes. Vacation pay for said employees will be six (6%) percent of total gross earnings up to April 30th.

20.04 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 be computed on the basis of six (6%) percent, eight (8%) percent, ten (10%) percent, or twelve (12%) percent of total gross earnings, whichever is applicable.

20.05 April 30th of each year shall be the cut-off date for the purpose of granting vacations with pay above. Employees must complete the required number of year or years prior to April 30th of each year. Unused vacations, in whole or in part, may not be carried over from year to year, unless by mutual consent.

20.06 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 regular rate, applicable of the total wages earned during the period of employment for which no vacation allowance has been paid.

20.07 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 wages earned during the period of employment.

20.08 Part-time employees with one (1) year's service or more with the Co-operative by April 30th shall be entitled to six (6%) percent of their total wages earned in the previous year as vacation pay.

20.09 Part-time employees with eight (8) years' service or more with the Co-operative by April 30th shall be entitled to eight (8%) percent of their total wages earned in the previous year as vacation pay.

20.10 Part-time employees with sixteen (16) years' service or more with the Co-operative by April 30th shall be entitled to ten (10%) percent of their total wages earned in the previous year as vacation pay.

20.11 Part-time employees with twenty-four (24) years' service or more with the Co-operative by April 30th shall be entitled to twelve (12%) percent of their total wages earned in the previous year as vacation pay.

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

20.13 When a General Holiday occurs during an employee's vacation period, an extra day's vacation shall be granted if the Holiday is one which the employee would have received had the employee 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.

20.14 Vacations shall be granted between May 1st and October 31st, unless otherwise agreed to between the employee and the Co-operative. The Co-operative shall not unreasonably deny any employee's request to take their vacations outside of this vacation period.

20.15 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. The Co-operative agrees that employees shall indicate their choice of vacation during the month of March of each year. The finalized vacation schedule shall be posted no later than April 30th of each year. In the event this provision comes into conflict with the Co-operative's operation, the Co-operative will make the final decision.

20.16 Vacation pay for part-time employees shall be paid by direct bank deposit **upon written request by the employee to have their vacation pay paid out, or if no such request has been made prior to the** commencement of their vacation, or their sets of vacation if their vacation is broken up into more than one (1) period, and shall be deposited separate and apart from the employees' normal earnings.

20.17 The Co-operative agrees to grant vacations with pay to full-time employees consecutively, unless the employee requests to have their vacation broken up.

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

20.19 An employee's approved scheduled vacation dates will not be changed by the Co-operative or the employee without two (2) weeks' prior notice, and in no event will they be changed by the Co-operative if the employee produces evidence of more than two hundred (\$200.00) dollars obligation committed prior to the two (2) weeks' notice.

20.20 For the purpose of determining vacation benefits for new employees, continuous service earned in the employment of other Co-operatives within the Co-operative Retailing System as served by FCL shall be counted.

20.21 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 21 MEAL PERIOD - REST PERIODS**

21.01 **Meal Period**

- (a) A person working a daily shift of five (5) **hours** but less than seven (7) hours shall have one (1) uninterrupted meal period of thirty (30) minutes without pay.
- (b) A meal period without pay for employees working a daily shift of seven (7) hours or more shall be sixty (60) minutes' uninterrupted duration and shall start not earlier than three (3) hours nor later than five (5) hours after commencement of the employee's shift, unless otherwise mutually agreed to between the employee concerned and the Co-operative.
- (c) Times at which such meal periods are taken shall be scheduled by the Co-operative.

21.02 **Rest Periods**

- (a) A person working a daily shift of more than three (3) **hours** but less than five (5) hours will have one (1) uninterrupted rest period with pay.
- (b) A person working a daily shift of five (5) hours but less than seven (7) hours shall be entitled to take either one (1) uninterrupted rest period with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in **sub-article** 21.01 above or, if approved by management, shall be entitled to take two (2) uninterrupted rest periods with pay. Employees choosing the second option shall not under such circumstances be entitled to the uninterrupted meal period without pay that is provided for in **sub-article** 21.01 above.
- (c) A person working a daily shift of seven (7) hours or more shall have two (2) uninterrupted rest periods with pay, which shall be in addition to the uninterrupted meal period, without pay, that is provided for in **sub-article** 21.01 above. One (1) rest period shall be granted before and one (1) after the meal period.

- (d) Rest periods for all employees shall not begin until one (1) hour after commencement of work or less than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.
- (e) A rest period scheduled by the Co-operative shall be fifteen (15) minutes' uninterrupted duration.

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

## **ARTICLE 22 HOURS OF WORK**

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

The basic work week for all full-time employees shall be forty (40) hours to be worked in five (5) eight (8) hour days, as scheduled by the Co-operative. Where mutually agreed upon, employees will have their work week scheduled in consecutive days. This shall not be construed as a guarantee of hours.

### **22.02 Posting Work Schedule**

The Co-operative shall post a weekly work schedule including starting and quitting times for all employees, **for a period of two (2) consecutive weeks** not later than 4:00 p.m. Tuesday. **Each week thereafter the current schedule will be removed and replaced with another schedule for the week flowing the one already posted. There will always be two (2) consecutive one (1) week schedules posted.** If a new schedule is not posted by 4:00 p.m. Tuesday, then the schedule already posted shall apply for the following week.

### **22.03 Notice of Shift Change**

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

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

22.04                    **Minimum Call-in**

Employees, when called in and who report for work and no work or insufficient work is available, shall be paid for four (4) hours at their regular hourly rate of pay. No part-time employees attending school (the word "school" shall not include night school) shall be called in or paid for less than two (2) hours per day during a school day, and four (4) hours per day during a non-school day, or during the summer school recess.

22.05                    **Notice of Shift Extension**

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

22.06                    **Leeway Time**

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

22.07                    **No Split Shifts**

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

22.08                    **Time Sheets/Time Clock**

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



22.09                    **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 will not apply until the employee has completed eight (8) working hours.

22.10                    Employees shall have a minimum of eight (8) hours off between scheduled shifts, unless otherwise mutually agreed between the Co-operative and the employee.

**ARTICLE 23            OVERTIME**

23.01                    All hours worked:

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

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

23.02                    Employees shall receive double the rate of pay for all hours worked on Sunday, or the day given in lieu of Sunday.

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

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

23.05                    Overtime shall be by mutual consent and when practical shall be offered to the most senior employee on the shift in the department first, and thereafter in decreasing order of seniority. If no employee wishes to accept the overtime, the Co-operative will then have the right to assign the job function to the most junior employee on that shift, in that department, who is qualified to perform the work.

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

23.07 An employee may choose to take compensating time off in lieu of overtime pay. The maximum amount of such accumulated time off shall not exceed forty (40) hours at any one time unless otherwise mutually agreed to between the employee concerned and the Co-operative. Employees who choose to take compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) or two (2) hours of paid time off, as the case may be, for each hour of overtime worked. Such compensating time off shall be taken at a time mutually agreed upon between the Co-operative and the employee.

## **ARTICLE 24 SAFETY & HEALTH**

24.01 The Co-operative agrees to a joint Safety and Health Committee which shall meet not less than once in each calendar quarter and shall conduct safety tours of the Co-operative. The committee shall be comprised of **three (3)** bargaining unit employees chosen by the Union and **three (3)** 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 Co-operative shall fax or email a copy of such minutes to the Union Office within fourteen (14) calendar days of completion of the meeting. The Chairperson of this Committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

24.02 All employees of the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with **sub-article** 24.01 above.

24.03 The Co-operative agrees to install and maintain a First Aid kit, with adequate First Aid supplies, and eye wash stations in each of the Co-operative's locations.

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

### **24.05 Notice of Injury to Co-operative**

In the event an employee is injured due to an event arising out of, and in the course of employment, if medically possible, the injured employee will be promptly assisted by the Co-operative and fill out a notice of injury form. A copy of said form shall be provided to the injured employee immediately following the report of the incident. The notice of injury form will be in compliance with the Manitoba Workers Compensation Act.

**24.06** The Co-operative shall pay the tuition costs of any employee who completes a first aid course that has been approved by the Co-operative. Employees who take the first aid course, shall have their names posted in the workplace as certified first aiders for the store.

## **ARTICLE 25 WAGE RATES/CLASSIFICATIONS/PAY DAYS**

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

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

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

## **ARTICLE 26 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS**

### **26.01 In-Scope Relieving Rate**

An employee required to fill a position temporarily within the scope of this Agreement for more than two (2) consecutive working days, paying a higher rate of pay, shall receive not less than the minimum of the range of the temporary position, or **sixty (60¢) cents** per hour in addition to their regular hourly rate of pay, whichever is greater, for all time so employed. When an employee's hourly rate of pay is greater than the minimum allowed in the classification in which the employee is relieving, said employee shall receive the next highest rate to that which is the employee's normal hourly rate of pay in the classification in which the employee is relieving, or **sixty (60¢) cents** per hour, whichever is greater. In no event, however, shall the employee's relieving rate exceed the top rate of pay in the classification in which the employee is relieving.

### **26.02 Department Manager Relieving Rate**

In the event an employee is required to act temporarily as a department manager in the absence of the regular department manager, such employee shall be paid an additional **eighty-five (85¢) cents** per hour over their regular hourly rate of pay for each period in excess of two (2) days, or in excess of any two (2) days in a given work week that they are required to work in the higher rated position.

**ARTICLE 27**      **PREMIUM RATES OF PAY**

27.01                      **Evening Shopping Premium**

Any store employee who is scheduled to work twenty-four (24) hours per week or more and who, when their work location is open for business, is required to work between 6:00 p.m. and 8:00 a.m., shall be paid an evening shopping premium of seventy-five (75¢) cents per hour, for all such hours worked after 6:00 pm. Evening shopping premium pay shall not be added to an employee's hourly rate for purposes of computing overtime. Overtime and evening shopping premiums shall not be compounded when calculating the rate for any given hour

27.02                      **Night Shift Premium**

Any employee who is required to work on any shift when the majority of their working hours falls between 7:00 p.m. and 9:00 a.m. the following day, shall be paid a premium in addition to their regular hourly rate of **seventy-five (75¢)** cents per hour for all hours worked. Night shift premium pay shall not be added to an employee's hourly rate for the purpose of computing overtime.

27.03                      **Sunday Premium**

Any employee who is required to work at any time on a Sunday shall be paid a Sunday premium in addition to their regular hourly rate of pay in the amount of **sixty-five (65¢)** cents per hour for each such hour and portion of an hour worked. Sunday premium pay shall not be added to an employee's hourly rate for the purpose of computing overtime.

**ARTICLE 28**      **MEETING ATTENDANCE**

28.01                      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.

28.02                      Any employee who attends a meeting, which is compulsory, outside of their assigned working hours, shall be paid a minimum of two (2) hours' pay at the appropriate hourly rates of pay.

**ARTICLE 29            CASH SHORTAGES**

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

**ARTICLE 30            UNION REPRESENTATIVE'S VISITS**

30.01                    Duly authorized Union Representatives, shall be entitled to visit the Co-operative for the purpose of observing working conditions, interviewing members and to ensure that the terms of the Collective Agreement are being implemented.

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

- (a)            Carried on in a place within the Co-operative's premises designated by management;
- (b)            Held whenever possible during the lunch period; however, if this is not practical;
- (c)            Held during regular working hours; time taken for such interview in excess of five (5) minutes shall not be on Co-operative time unless with the approval of management;
- (d)            Held at such times as will not interfere with service to the public;
- (f)            Held in a private location.

**ARTICLE 31            PREVIOUS EXPERIENCE**

31.01                    New employees will be classified according to previous comparable experience for the purpose of establishing wage rates. The Co-operative shall not be required to recognize previous experience of new employees who have not worked in the same or similar business in the past two (2) years. Recognized credit for previous experience shall be applicable to qualifying employees commencing with the first (1st) working day following completion of said employee's probationary period.

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

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

## **ARTICLE 32 MERGER OF BUSINESS**

32.01 In the event ownership of the Co-operative passes to another Employer or Co-operative, 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.

## **ARTICLE 33 COURT'S DECISION**

33.01 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 34 HEALTH AND WELFARE BENEFITS**

34.01 The Co-operative agrees to carry on its present practice of providing health and welfare benefits which shall be as contained in Appendix "A" of this Agreement and which shall form part of this Agreement.

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

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

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

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

35.03 Periods of time during which an employee was on approved leave of absence, sick leave, Employment Insurance, LTD or WCB benefits, will not be counted as time worked for the purpose of calculating the severance pay.

## **ARTICLE 36      TECHNOLOGICAL CHANGE**

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

36.02 The Co-operative agrees to notify the Union at least three (3) months in advance of any technological change that may result in the displacement of employees.

36.03 Any full-time employee with one (1) or more years of service, displaced due to technological changes, shall be trained for any new positions created by the technological change, or retrained for a position presently in existence within the bargaining unit, providing they have sufficient seniority to displace a junior employee. Said employee shall be given the six (6) month rate in that classification. If the employee is successfully retrained within the similar period given a new employee under Article 8.01 of this Agreement, the employee may then exercise their seniority rights over junior, full-time employees within that classification. If the employee is successfully retrained within the period given, then the employee will progress through the acceleration period of the new classification.

36.04 If said employee cannot satisfactorily be retrained in that position, they shall be afforded an opportunity, based on seniority, to work part-time in their former classification, if said classification is still in existence; otherwise, they shall be terminated with severance pay, as **per Article 35 of this Collective Agreement.**

36.05 If an employee refuses part-time employment, they shall be considered to have terminated employment with the Co-operative and **shall receive severance pay, as per Article 35 of this Collective Agreement.**

36.06 This Article does not apply to employees who accept employment

with other Co-operatives outside the jurisdiction of this Agreement.

36.07 The Co-operative will attempt, to the best of their ability, to find a job within the bargaining unit for full-time employees with less than one (1) year's seniority, and part-time employees. If it is not possible, said employees will be terminated.

36.08 This Article is intended to assist employees affected by any technological change and accordingly Sections 83, 84 and 85 of the Manitoba Labour Relations Act do not apply during the term of the Collective Agreement between the Co-operative and the Union.

### **ARTICLE 37 SUPPLIERS' REPRESENTATIVES**

37.01 Suppliers' representatives will not be allowed to price products, replenish or stock shelves, other than the following:

- (a) Rack jobbers;
- (b) Prior to store opening and one (1) week thereafter;
- (c) During store remodelling (maximum one (1) week);
- (d) Building of special promotional displays;
- (e) Demonstrators;
- (f) Checking code dating and rotating stock;
- (g) Driver/salesmen;
- (h) Federated Co-operatives Limited Merchandise Representatives.

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

38.01 A Labour/Management Relations Committee shall be appointed, consisting of a maximum of **three (3)** Union members with not more than one (1) from any one (1) department, and a maximum of **three (3)** representatives from the Co-operative. The full-time Union Representative may attend these meetings from time to time. The Committee shall meet semi-annually or at the request of either party, for the purpose of discussing matters of mutual concern. The Committee shall have the power to make recommendations to the Co-operative. Time spent by employees in carrying out the functions of this Committee shall be considered as time worked. The Committee shall not have jurisdiction over wages, any issue subject to collective bargaining, and the administration of this Agreement.



38.02 Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Co-operative shall fax or email a copy of such minutes to the Union Office within fourteen (14) calendar days of completion of the meeting. The Chairperson of this Committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

## **ARTICLE 39 UNIFORMS AND PROTECTIVE CLOTHING**

39.01 Where the Co-operative requires employees to wear a uniform, the cost of said uniform shall be paid in total by the Co-operative. The employees shall be responsible for laundering and maintaining their own uniform.

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

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

39.03 All Petroleum employees shall receive two (2) shirts, two (2) pairs of pants, one (1) jacket and one (1) winter parka, all of which shall be paid for completely by the Co-operative. After one (1) complete year of receiving the above, each employee will be allowed one (1) replacement uniform per year, if required. The employees will be responsible for cleaning and maintaining all personal clothing and/or uniforms and the Co-operative will be responsible for cleaning all parkas provided by the Co-operative. On termination of employment all uniforms shall be returned to the Co-operative.

39.04 Where required, the Co-operative will contribute seventy-five (75%) percent of the price or one hundred and **fifty (\$150.00) dollars** per pair, whichever is the lesser, toward the cost of safety shoes. This subsidy shall be limited to once per year. The safety shoe subsidy is only applicable to employees who have completed their probationary period.

## **ARTICLE 40            EMPLOYEE PURCHASE DISCOUNT**

**40.01**            All employees who are members of the Co-operative shall receive an employee purchase discount in the amount equal to two and one-half (2½%) percent of the total amount of goods and services, including fuel and propane that they have purchased from the Co-operative in each fiscal year to a maximum of fifteen thousand (\$15,000.00) dollars of such total purchases per fiscal year. Payments shall be made to each employee who is on staff as of December 1 of each year and shall be calculated using the previous fiscal year's purchases.

**40.02**            Employees who retire from the Co-operative shall, in the year that they retire, receive the employee purchase discount provided for in Article 40.01 for the purchases made from the start of the fiscal year to the date of retirement.

## **ARTICLE 41            WORKERS COMPENSATION BENEFITS**

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

**41.02**            In the event of a compensable accident, the affected employee shall be paid by the Co-operative for the remainder of their work day.

## **ARTICLE 42            DURATION**

**42.01**            This Agreement shall be effective from January 1, **2021** and shall remain in force until December 31, **2024**, and thereafter from year to year, but either party may, not less than thirty (30) days nor more than ninety (90) days before the expiry date of this Agreement, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

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

**SIGNED THIS                      DAY OF    , 2021.**

**FOR THE UNION:**

**FOR THE CO-OPERATIVE:**

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## APPENDIX "A"

### HEALTH AND WELFARE BENEFITS

#### A-1 Preamble

A-1.01 The Co-operative will put into effect the following benefits for all full-time and qualifying part-time staff. Abbreviated versions of these benefits are presented here for information purposes only. Official and detailed descriptions of these benefits appear in the Co-operative's Employee Manual.

#### A-2 Sick Leave

A-2.01 Regular full-time employees shall accumulate sick leave credits on the basis of one (1) day per month, after three (3) months of service, to a maximum accumulation of seventy-five (75) days. After three (3) months of service, a new employee shall be credited with three (3) days of sick leave.

A-2.02 Regular part-time employees, who have first averaged twenty-four (24) hours or more per week in a three (3) month period, shall thereafter accumulate sick leave credits on the basis of eight (8) hours for each one hundred and seventy-three (173) hours worked. Sick pay benefits shall apply only for absences from normally scheduled work. Sick leave credits shall accumulate to a maximum of two hundred (200) hours. Part-time employees who have qualified to accumulate sick leave credits as indicated above, shall not be required to maintain any amount of average weekly hours thereafter in order to continue to accumulate sick leave credits.

A-2.03 Accumulated sick leave credits may be utilized for doctor's appointments and dental appointments. The Co-operative may request a doctor's certificate. When the Co-operative requests a certificate, the Co-operative shall pay for any costs of the certificate.

A-2.04 In the event of an illness or injury occurring to an employee's spouse, parent or child that requires the attention of a physician, the employee may utilize up to five (5) days or forty (40) hours of accumulated paid sick leave entitlements per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse, parent or child. The Co-operative may request, and if so, shall be provided with a medical certificate verifying the illness or injury and the time involved, in order to establish eligibility under this **Appendix. When the Co-operative requests a certificate, the Co-operative shall pay for any costs of the certificate.**

A-2.05 Sick leave entitlements shall cease to be paid when the Long Term Disability Plan becomes effective. The Co-operative reserves the right to request a medical certificate from an employee in order to establish eligibility for sick leave benefits. The Co-operative shall not unreasonably request any such medical certificate **and shall pay for any costs of the certificate if so requested.**

A-2.06 In January and July of each year, the Co-operative shall notify the Union and each employee in the bargaining unit of the total amount of sick leave credits said employee has accumulated at that time.

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

A-3.01 The Co-operative will provide for eligible employees a Long Term Disability Plan G369 carried with Co-operative Insurance Services and premiums will be shared equally by the Co-operative and the employees. Benefits will take effect after a fourteen (14) calendar day waiting period. Coverage up to sixty-five (65) years of age will be sixty-seven (67%) percent of an employee's weekly wage plus a contribution to pension equivalent to the contribution rate at the time of disability.

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 Insurance Company.

### **A-4 Dental Plan**

A-4.01 The Co-operative will provide the Co-operative Dental Care Plan **G369** for all eligible employees. The Co-operative will pay one hundred (100%) percent of the premium cost.

### **A-5 Superannuation**

A-5.01 The Co-operative will continue its present policy of providing the Co-operative Superannuation Society Plan, in which employees' contributions are matched by the Co-operative. The contribution rate by the Co-operative and the employee shall each be six (6%) percent of earnings, up to the yearly maximum pension earnings and six (6%) percent on earnings above the yearly maximum pension earnings.

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 Group Life Insurance**

A-6.01 The Co-op G369 Group Life Insurance Plan covers all eligible employees and their dependants. The premium cost will be shared equally between the employee and the Co-operative.

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

A-7.01 The Co-operative shall provide eligible employees with an Extended Health Care Plan. Premiums for this plan shall be paid for in total by the Co-operative for employees who voluntarily agree to be covered by the plan. The plan shall take effect after a ninety (90) calendar day waiting period. This plan shall also include vision care coverage.

A-7.02 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-8 Part-time Eligibility**

A-8.01 Part-time employees who average twenty-four (24) hours or more per week in a three (3) month period including paid sick leave and General Holiday pay, will be eligible to participate in the group life insurance, long term disability, dental and extended health care insurance plans provided by the Co-operative. If an employee's weekly hours should drop below an average of twenty-four (24) hours over a three (3) month period including paid sick leave and General Holiday pay, then the employee may be dropped from said plans at the discretion of the Co-operative. Eligibility will not be affected by any approved leave of absence pursuant to this Collective Agreement.

**APPENDIX "B"**

**WAGES**

**B-1 Wage Rates and Classifications**

<b>Classification</b>	<b>Current</b>	<b>Effective Jan 1/21</b>	<b>Effective Jan 1/22</b>	<b>Effective Jan 1/23</b>	<b>Effective Jan 1/24</b>
<b>Clerk</b>					
Start	\$12.44	<b>\$12.63</b>	<b>\$12.82</b>	<b>\$13.01</b>	<b>\$13.20</b>
after 500 hours	\$13.04	<b>\$13.24</b>	<b>\$13.43</b>	<b>\$13.64</b>	<b>\$13.84</b>
after 1000 hours	\$13.61	<b>\$13.81</b>	<b>\$14.02</b>	<b>\$14.23</b>	<b>\$14.45</b>
after 1500 hours	\$14.19	<b>\$14.40</b>	<b>\$14.62</b>	<b>\$14.84</b>	<b>\$15.06</b>
after 2000 hours	\$14.76	<b>\$14.98</b>	<b>\$15.21</b>	<b>\$15.43</b>	<b>\$15.67</b>
after 2500 hours	\$15.35	<b>\$15.58</b>	<b>\$15.81</b>	<b>\$16.05</b>	<b>\$16.29</b>
after 3000 hours	\$15.92	<b>\$16.16</b>	<b>\$16.40</b>	<b>\$16.65</b>	<b>\$16.90</b>
after 3500 hours	\$16.51	<b>\$16.76</b>	<b>\$17.01</b>	<b>\$17.26</b>	<b>\$17.52</b>
after 4000 hours	\$17.09	<b>\$17.35</b>	<b>\$17.61</b>	<b>\$17.87</b>	<b>\$18.14</b>
after 4500 hours	\$17.67	<b>\$17.94</b>	<b>\$18.20</b>	<b>\$18.48</b>	<b>\$18.75</b>
after 5000 hours	\$18.24	<b>\$18.51</b>	<b>\$18.79</b>	<b>\$19.07</b>	<b>\$19.36</b>
after 5500 hours	\$18.82	<b>\$19.10</b>	<b>\$19.39</b>	<b>\$19.68</b>	<b>\$19.97</b>
after 6000 hours	\$19.40	<b>\$19.69</b>	<b>\$19.99</b>	<b>\$20.29</b>	<b>\$20.59</b>
after 6500 hours	\$19.98	<b>\$20.28</b>	<b>\$20.58</b>	<b>\$20.89</b>	<b>\$21.21</b>
after 7000 hours	\$21.49	<b>\$21.81</b>	<b>\$22.14</b>	<b>\$22.47</b>	<b>\$22.81</b>
<b>Meat Cutter</b>					
Start	\$17.98	<b>\$18.25</b>	<b>\$18.52</b>	<b>\$18.80</b>	<b>\$19.08</b>
after 500 hours	\$18.65	<b>\$18.93</b>	<b>\$19.21</b>	<b>\$19.50</b>	<b>\$19.79</b>
after 1000 hours	\$19.32	<b>\$19.61</b>	<b>\$19.90</b>	<b>\$20.20</b>	<b>\$20.51</b>
after 1500 hours	\$19.99	<b>\$20.29</b>	<b>\$20.59</b>	<b>\$20.90</b>	<b>\$21.22</b>
after 2000 hours	\$20.67	<b>\$20.98</b>	<b>\$21.29</b>	<b>\$21.61</b>	<b>\$21.94</b>
after 2500 hours	\$21.33	<b>\$21.65</b>	<b>\$21.97</b>	<b>\$22.30</b>	<b>\$22.64</b>
after 3000 hours	\$22.00	<b>\$22.33</b>	<b>\$22.66</b>	<b>\$23.00</b>	<b>\$23.35</b>
after 3500 hours	\$22.68	<b>\$23.02</b>	<b>\$23.37</b>	<b>\$23.72</b>	<b>\$24.07</b>
after 4000 hours	\$24.56	<b>\$24.93</b>	<b>\$25.30</b>	<b>\$25.68</b>	<b>\$26.07</b>
<b>Premium Rate Clerk</b>					
Start	\$23.92	<b>\$24.28</b>	<b>\$24.64</b>	<b>\$25.01</b>	<b>\$25.39</b>

**Head Cashier**

Start	\$23.92	<b>\$24.28</b>	<b>\$24.64</b>	<b>\$25.01</b>	<b>\$25.39</b>
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**Truck Driver**

Start	\$17.98	<b>\$18.25</b>	<b>\$18.52</b>	<b>\$18.80</b>	<b>\$19.08</b>
after 500 hours	\$18.65	<b>\$18.93</b>	<b>\$19.21</b>	<b>\$19.50</b>	<b>\$19.79</b>
after 1000 hours	\$19.32	<b>\$19.61</b>	<b>\$19.90</b>	<b>\$20.20</b>	<b>\$20.51</b>
after 1500 hours	\$19.99	<b>\$20.29</b>	<b>\$20.59</b>	<b>\$20.90</b>	<b>\$21.22</b>
after 2000 hours	\$20.67	<b>\$20.98</b>	<b>\$21.29</b>	<b>\$21.61</b>	<b>\$21.94</b>
after 2500 hours	\$21.33	<b>\$21.65</b>	<b>\$21.97</b>	<b>\$22.30</b>	<b>\$22.64</b>
after 3000 hours	\$22.00	<b>\$22.33</b>	<b>\$22.66</b>	<b>\$23.00</b>	<b>\$23.35</b>
after 3500 hours	\$22.68	<b>\$23.02</b>	<b>\$23.37</b>	<b>\$23.72</b>	<b>\$24.07</b>
after 4000 hours	\$24.56	<b>\$24.93</b>	<b>\$25.30</b>	<b>\$25.68</b>	<b>\$26.07</b>

**B2 Signing Bonus**

**Signing Bonus pay will be issued to each employee in the bargaining unit on pay cheques that are separate and apart from the employee's normal earnings within thirty (30) days of ratification.**

**Four hundred (\$400) dollars to employees averaging thirty-two (32) hours per week or more since January 3, 2021.**

**Two hundred (\$200) dollars to employees averaging less than thirty-two (32) hours per week since January 3, 2021.**

**B-3 Designated Classifications**

The classification of "Premium Rate Clerk" and "Head Cashier" shall be staffed as designated by management.

**B-4 Retroactive Pay**

All employees shall receive full retroactive pay to **January 3, 2021**, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay will be issued to each employee in the bargaining unit on pay cheques that are separate and apart from the employee's normal earnings.



#### **B-5 Employees Transferred into a Lower Paying Classification**

If an employee is transferred at the Co-operative's request to a classification that provides for a lower rate of pay, said employee shall nevertheless continue to receive the rate of pay their position paid before the transfer, for all time so employed. If the transfer is on a permanent basis, the employee's current hourly rate of pay will be red-circled until the new classification rate equals or surpasses same.

#### **B-6 Employees Bidding into a Lower Paying Classification**

If an employee bids for a lower paying classification, the employee will be paid a rate of pay in the lower paying classification in accordance with the employee's length of continuous service with the Co-operative. If the employee's rate of pay, at time of bidding for the job, is higher than the top of the range in the lower paying classification, the employee will be paid the top of the range in the lower paying classification.

#### **B-7 Employees Promoted to a Higher Paying Classification**

An employee being promoted to a classification paying a higher rate of pay will be paid at the increment step in the new classification above their previous rate and, thereafter, will be paid the regular increments set out in the new classification until the top of the range is reached.

#### **B-8 Students**

Students working for the Co-operative, upon completion of their high school education, shall cease to be classified as students and shall be reclassified by the Co-operative into another appropriate classification. Students shall be responsible for notifying the Co-operative, in writing, of the completion of their high school education, and such reclassification will be effective the Monday following the date of the written notification.

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**NORTH OF 53 CONSUMERS  
CO-OPERATIVE LIMITED, a  
body corporate, carrying on  
business in the City of Flin Flon,  
in the Province of Manitoba,  
hereinafter referred to as the  
"Co-operative"**

**AND**

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

**RE: Minimum Wage Gap**

The parties agree that should the minimum wage in the Province of Manitoba increase during the term of this Agreement, the rates contained in Appendix B-1 will be adjusted so as to ensure that there is a minimum twenty-five (25¢) cent differential between any increment and the minimum wage.

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

**SIGNED THIS                      DAY OF                      , 2021.**

**FOR THE UNION:**

**FOR THE CO-OPERATIVE:**

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**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**NORTH OF 53 CONSUMERS  
CO-OPERATIVE LIMITED, a  
body corporate, carrying on  
business in the City of Flin Flon,  
in the Province of Manitoba,  
hereinafter referred to as the  
"Co-operative"**

**AND**

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

**RE: Premium Rate Truck Driver**

- 1) The parties agree that there will be one (1) employee in the Bulk Petroleum Department that shall be designated as a Premium Rate Truck Driver, and such employee shall receive a premium of two dollars (\$2.00) per hour, for every hour worked.**
- 2) The appointment of the employee as the Premium Rate Truck Driver shall be as designated by management.**
- 3) The Premium Rate Truck Driver shall be responsible for the following duties:**
  - Ordering Fuel from the Supplier.**
  - Ordering Lube and Oil from the Supplier.**
  - Employee scheduling.**
  - Coordinating workload.**
  - Responsibility for ensuring Cardlock standards/cleanliness.**
  - Responsible for ensuring scheduling and coordinating of truck maintenance.**
  - Other duties as assigned.**

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

**SIGNED THIS                      DAY OF                      , 2021.**

**FOR THE UNION:**

**FOR THE CO-OPERATIVE:**

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**EXHIBIT ONE**


**TO: THE NEW OR REHIRED EMPLOYEE:**

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the Union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the **United Food & Commercial Workers Union, Local No. 832**, and **North of 53 Consumers' Co-operative Limited** contain the following statements:

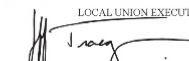
“The Co-operative agrees to retain in its employ within the bargaining unit, as outlined in Article 4 of this Agreement, only members of the Union in good standing. The Co-operative shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall make application on the official Membership Application (Exhibit One) form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.”

“The Co-operative agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such Union dues, initiation fees and assessments as are authorized by the Union. The Co-operative further agrees to deduct the Union dues, initiation fees and assessments automatically from the wages of new or rehired employees' first pay. Monies deducted during any period shall be forwarded by the Co-operative to the Secretary-Treasurer of the Union not later than three (3) weeks following the end of the complete pay period and accompanied by an electronic statement containing of the names and Social Insurance Numbers of the employees for whom the deductions were made and the amount of each deduction.”

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

<b>MEMBERSHIP APPLICATION</b>				<b>United Food &amp; Commercial Workers Union, Local No. 832</b>		<small>CHARTERED BY THE UNITED FOOD &amp; COMMERCIAL WORKERS NATIONAL UNION</small>	
<small>LOCAL 832</small>		<small>Manitoba, Canada</small>					
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.		
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	I hereby authorize	
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)			to use my		
COMPANY NAME	TITLE/NO./LOCATION	DEPARTMENT/NO.			S.I.N. for identification		
CLASSIFICATION	EMPLOYER NO.	FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>	purposes and to verify			
		PART-TIME <input type="checkbox"/>	OTHER <input type="checkbox"/>	union dues received and			
				make payments to me			
				as required by law. (Cross			
				out if you			
				do not agree.)			

I hereby declare that the information provided in this application is true and correct. I agree that all monies paid by me shall be forfeited and I agree to pay initiation fees and assessments as authorized by the Union. I agree that my personal information will be used for the purposes of collective bargaining and handling of grievances and other matters relating to my employment through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures regarding privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_ LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE: 

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

**LETTER OF UNDERSTANDING #3**

BETWEEN:

**NORTH OF 53 CONSUMERS' CO-OPERATIVE LIMITED, a body corporate carrying on business** in the City of Flin Flon, in the Province of Manitoba, hereinafter called 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: Payroll Cycle Adjustment**

**WHEREAS** the Co-operative Retailing System (CRS) utilizes two Payroll Cycles, where "Schedule A" and "Schedule B", alternating each week;

**AND WHEREAS** the Employer runs a "Schedule A" Payroll Cycle, where employees are paid on a bi-weekly schedule with the Pay Period End Date (PPED) on Saturdays and the Pay Date on Fridays in accordance with Article 25(3) of the Collective Agreement;

**AND WHEREAS** Article 25(3) states that "Employees shall be paid every second Friday. Each employee's pay shall be accompanied by an itemized statement of wages covering the two (2) weeks ending the previous Saturday.";

**AND WHEREAS** *The Manitoba Employment Standards Code* stipulates that employees must be paid at least twice (2) a month and within ten (10) working days of the PPED;

**AND WHEREAS** the Employer seeks to adopt the "Schedule B" Payroll Cycle in order to align with other employers in the CRS;

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

1. Notwithstanding Article 25(3) of the Collective Agreement on a date to be determined in accordance with section 3 of this Letter of Understanding, the Employer shall reduce a payroll cycle by one week (the "Adjusted Pay Cycle"). The PPED for the Adjusted Pay Cycle shall be a Saturday. The PPED for future pay cycles shall occur every two weeks calculated from the PPED of the Adjusted Pay Cycle.
2. Employees will be paid on the Friday following each PPED, including on the Friday following the PPED of the Adjusted Pay Cycle.
3. The change to the payroll cycle set out in sections 1 and 2 shall take effect on a date to be determined by the Employer, between January 1, 2022 to December 31, 2022. The Employer shall provide the Union and employees with 30 days' notice prior to the change being implemented, which shall be provided by posting a notice on the Union Board.
4. In adopting the "Schedule B" Payroll Cycle, employees in the employ of the Employer shall not suffer any loss of pay.
5. This Letter of Understanding ("LOU") shall constitute full and final understanding in regard to all matters between the Employer and the Union in relation to the subject matter of this Letter of Understanding.

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

**SIGNED THIS 8<sup>TH</sup> DAY OF AUGUST, 2022.**

**FOR THE UNION:**

**FOR THE CO-OPERATIVE:**

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