

**RED RIVER COOPERATIVE LTD.
TOWN OF LORETTE**

FROM: May 21, 2021

TO: May 20, 2025

President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,
President UFCW Local 832



RED RIVER COOPERATIVE LTD. TOWN OF LORETTE

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EXPIRY DATE: MAY 20, 2025

AGREEMENT BETWEEN:

RED RIVER COOPERATIVE LTD., in the Town of Lorette, Province of Manitoba, hereinafter referred to as the "Co-operative",

AND

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

WHEREAS: THE CO-OPERATIVE AND THE UNION DESIRE TO COOPERATE IN ESTABLISHING AND MAINTAINING CONDITIONS WHICH SHALL PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE CO-OPERATIVE AND THE EMPLOYEES COVERED BY THIS AGREEMENT, TO PROVIDE METHODS FOR A FAIR AND AMICABLE ADJUSTMENT OF DISPUTES WHICH MAY ARISE BETWEEN THEM AND TO PROMOTE AN EFFICIENT OPERATION,

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

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The **Co-operative** recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of **the Red River Cooperative Ltd. food store** in the town of Lorette, Province of Manitoba, save and except one (1) **Store Manager, one (1) Front End Manager, Department Managers, one (1) Health and Wellness Advisor, Graduate and Undergraduate Pharmacists, Registered Pharmacist Technicians**, and those excluded by the Act.

1.02 **Two (2) Management Trainees** shall be **included** in the bargaining unit. The **Co-operative** agrees that not more than **two (2) Management Trainees** shall be on staff at any one time unless otherwise mutually agreed between the **Co-operative** and the Union **and limited to one (1) per department**. The **Co-operative** shall retain **the sole right and function in respect to promotions, and demotions** and the Union agrees that promotions and demotions, in respect to bargaining unit employees

referred to in this Article shall not be subject to the grievance and arbitration articles provided in this Agreement. The **Co-operative** shall provide the Union with advance written notification of any **Management Trainees** who **are** to be so employed.

1.03 The **Co-operative** shall provide the Union in January and July of each calendar year and whenever changes are made, with a list containing the names and classifications of all employees excluded from the Collective Agreement.

1.04 The **Co-operative** shall provide the Union in January and July of each calendar year with an **electronic Excel spreadsheet** containing the current names, Social Insurance Numbers, **employee numbers**, addresses, telephone number(s), classifications, **Department**, status (**full-time/part-time**), **start date**, **seniority date**, birthdates, gender and **hourly** rates of pay of all bargaining unit employees.

ARTICLE 2 **DEFINITIONS**

2.01 **Full-time Employee**

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

2.02 **Part-time Employee**

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

2.03 **Plural and Singular**

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

2.04 **Promotion**

A promotion shall mean the transfer of an employee to a higher level position of more responsibility as well as salary.

2.05 Demotion

A demotion shall mean the transfer of an employee to a lower level position of less responsibility as well as salary.

2.06 Layoff

A layoff of an employee shall be deemed to occur when an employee is removed from the work schedule for two (2) continuous weeks or more due to lack of work.

ARTICLE 3 NO CONTRACTING OUT

3.01 The **Co-operative** agrees that it will not contract out bargaining unit work to the extent that it results in the layoff and/or loss of hours of bargaining unit employees. It is agreed, however, that the **Co-operative** may contract out work involving the maintenance of store equipment, the performance of janitorial duties, and the revamping and relocation of store equipment.

ARTICLE 4 SUPPLIERS' REPRESENTATIVES

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

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

ARTICLE 5 UNION SHOP

5.01 The **Co-operative** agrees to retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The **Co-operative** shall be free to hire or rehire **new** employees who are not members of the Union, provided said non-members, **whether part-time or full-time, shall be eligible for membership in the Union and** shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire

and become members within thirty (30) calendar days.

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

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

5.04 The **Co-operative** agrees to provide the Union, each time that it forwards the Union dues, with an electronic **Excel spreadsheet** containing the names and Social Insurance Numbers of all employees who have retired, on sick leave, on leave of absence, on lay-off or terminated their employment during the previous **four (4) or five (5) week accounting period**, and those hired or rehired during this same period.

5.05 **Orientation**

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

ARTICLE 6 DEDUCTION OF UNION DUES

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

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

ARTICLE 7 PROBATIONARY PERIOD

7.01 New employees shall be on a probationary period for three hundred (300) hours worked. Employees who are hired into the classification of Meat Cutter or Pharmacy Assistant shall have a probationary period of four hundred (400) hours. The **Co-operative**, at their discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration articles of this Agreement. **It is understood that for the purpose of this Article, hours worked shall not include orientation and training hours to a maximum of an additional thirty (30) hours.**

ARTICLE 8 HOURS OF WORK

8.01 Work Week/Full-time Employees

The normal basic work week for full-time employees shall be forty (40) hours per calendar week to be worked in five (5) shifts of eight (8) hours per day.

8.02 Consecutive Hours of Work/ Full-time Employees

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

8.03 Consecutive Hours of Work/ Part-time Employees

With the exception of the meal period, a part-time employee's shift for the day shall be comprised of consecutive hours of work unless otherwise mutually agreed to between the employee concerned and the **Co-operative**. In each situation where a part-time employee agrees to work a split shift, one (1) portion of such shift shall be a minimum of four (4) hours in duration.

8.04 Consecutive Days Off

The **Co-operative** will schedule full-time employees two (2) consecutive days off (Saturday/Sunday OR Sunday/Monday) once every four (4) weeks, except in the week of a General Holiday. The **Co-operative** shall schedule full-time employees an equal number of Saturday/Sunday or Sunday/Monday combinations off (minimum of four (4) Saturday/Sunday combinations) over the year providing the employee is desirous of same. Should a full-time employee

prefer to have some other days off at the time they would normally be scheduled for two (2) consecutive days off, as set out above, the employee shall advise the Co-operative, in writing, by Thursday of the preceding week and, in such an event, the employee will forfeit their two (2) consecutive days off in that four (4) week period.

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

8.05 Evening Shifts

Full-time employees shall not work more than two (2) shifts per calendar week after 6:00 p.m. when the store is open for evening shopping, unless they voluntarily agree to do so.

8.06 Work Week/ One General Holiday

In a week in which one (1) general holiday occurs the basic work week for full-time employees shall be thirty-two (32) hours to be worked over a four (4) day period during that week.

8.07 Work Week/ Two General Holidays

In a week in which two (2) general holidays occur the basic work week for full-time employees shall be twenty-four (24) hours to be worked over a three (3) day period during that week.

8.08 Work Schedules

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

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

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

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

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

8.09 Notice of Shift Change

The schedule of employees working full-time may be changed without notice in the event of an unscheduled absence of employees or in the event of emergencies, such as snow storm, flood, breakdown of machinery, or other instances of force majeure. In all other cases, at least forty-eight (48) hours' notice of change must be given, or four (4) hours' additional pay, at the straight time rate, in lieu of notice.

8.10 Time Clock

The **Co-operative** shall provide a time clock to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal and rest periods. Employees shall be entitled to review their time cards upon request. Time cards shall be made available to the Union for examination upon request.

8.11 Minimum Staffing Requirements

A minimum of two (2) employees shall be on site at all times whenever work is being performed for the **Co-operative** by bargaining unit employees.

8.12 Hours of Work Not Guaranteed

Except as otherwise specifically stated, nothing in this Agreement shall be construed as a guarantee of hours of work.

8.13 Declaration of Availability

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

8.14 Requested Days Off

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

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

ARTICLE 9 MEAL AND REST PERIODS

9.01 Meal and rest periods shall be as follows:

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

9.02 Meal Periods

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

9.03

Rest Periods

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

Rest periods for all employees shall not begin until one (1) hour after commencement of work and must be completed no later than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.

9.04

Employees who are required to work overtime on the completion of their eight (8) hour shift shall receive 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 at the conclusion of each additional two (2) hours of overtime worked.

ARTICLE 10

LEEWAY TIME

10.01

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.

ARTICLE 11

OVERTIME

11.01

All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week shall be defined as overtime and shall be paid for at the rate of one and one-half (1½x) times the employee's regular hourly rate of pay.

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

11.02

Overtime shall be by mutual agreement between the employees and the **Co-operative**, with the most senior employee on the shift who has the ability to do the normal functions of the job being offered the overtime first and thereafter in decreasing order of seniority. If no employee wishes to work the overtime, the **Co-operative** shall assign the junior employee on the shift who is capable of performing the work and this person must then work the overtime.

11.03

At the employee's option, overtime shall be compensated by paying the employee for all overtime worked, or by granting the equivalent time off in lieu of

payment, or a combination of the two. Where the employee has opted to take time off in lieu of overtime payment, such time off shall be granted at a time mutually agreeable to the employee and the **Co-operative**. Employees who choose to take compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) hours of paid time off for each hour of overtime worked.

11.04 No employee shall work any overtime unless it has been pre-authorized by management.

ARTICLE 12 JOB SECURITY - FULL-TIME EMPLOYEES

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

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

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

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

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

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

ARTICLE 13 GENERAL HOLIDAYS

13.01 The following days shall be recognized and considered as paid general holidays:

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

and any other day or portion of a day designated as a paid holiday by the Civic, Provincial or Federal Government.

13.02 (a) Eligible full-time employees shall suffer no reduction in their pay for a General Holiday as set out in sub-article 13.01 above.

(b) Full-time employees working on General Holidays, designated in sub-article 13.01 of this Agreement, shall be paid the regular, hourly rate they would have received had they not worked, plus an additional double (2x) time said hourly rate for all time required to be on duty. Employees other than full-time, working on General Holidays, designated in Article 13 of this Agreement, shall be paid their regular, hourly rate they would have received had they not worked, plus additional time and one-half (1½) said hourly rate for all the time required to be on duty.

13.03 General holiday pay under this Article shall not be paid in the following circumstances:

- (a) the employee failed to report for work on the holiday when scheduled, without reasonable excuse; or**
- (b) the employee was absent from work either on the regular working day immediately preceding or following the general holiday, as scheduled, without the **Co-operative's** consent, or without reasonable excuse.**

13.04 If a general holiday occurs during an employee's vacation, the employee at their discretion, shall take either an extra day's vacation with pay at a time mutually agreeable to the employee and the **Co-operative** or an extra day's pay.

13.05 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.

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

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

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

Part time employees can work up to forty (40) hours during the week of a General Holiday(s). The pay employees receive, as outlined in sub-article 13.05 above, will not be included in the calculation of overtime pay for that week. This does not preclude part-time employees from receiving the appropriate rate of pay for hours worked on a General Holiday as outlined in sub-article 13.02.

ARTICLE 14 **MINIMUM SHIFT**

14.01 Full-time employees shall be scheduled in accordance with Article 8 of this Agreement. A full-time employee shall not have their scheduled work day shortened, and shall not suffer any loss of pay on such day by reason of no work or insufficient work being available.

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

ARTICLE 15 **RELIEVING RATES/TEMPORARY ASSIGNMENTS**

15.01 **Out-of-Scope Relief Pay**

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

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

15.02 **In-Scope Relieving Rate**

Any employee who is temporarily assigned to work in a higher paying classification for a combined total of more than eight (8) hours per calendar week shall receive the greater of the start rate of pay for the higher paying classification or eighty (80¢) cents per hour in addition to their regular hourly rate of pay, for all time so employed in the higher paying classification.

15.03 **Person in Charge (PIC)**

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

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

ARTICLE 16 **PREMIUM PAY**

16.01 **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 hourly rate of pay in the amount of **one dollar (\$1.00)** per hour for each such hour and portion of an hour worked. Sunday premium shall not be added to an employee's hourly rate for the purpose of computing overtime. Employees hired after **May 6, 2018**, by virtue of accepting employment with **Red River Cooperative Limited Food Store** constitutes the employee's voluntary agreement to work Sundays, provided that this does not violate the *Employment Standards Act (Manitoba)*.

16.02 **Evening Shopping Premium**

Employees who work **twenty-two (22)** hours per week or more and are required to work after 6:00 pm, when their location is open for business, shall be paid a premium of **sixty-five (65¢)** cents per hour for all such hours worked after 6:00 pm. Premium pay for evening shopping shall not be added to an employee's hourly rate for the purpose of computing overtime.

16.03 Night Shift Premium

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

This sub-article shall not result in duplication of premiums, except in the case of sub-article 16.04, Lead Hand Premium.

16.04 Lead Hand Premium

There shall be one (1) employee appointed on night stocking crew to act as Lead Hand. A premium of one (\$1.00) dollar per hour will be paid to the Lead Hand over and above any other premiums they would be entitled to under the terms of the Collective Agreement for all time so appointed, including General Holiday pay and overtime. On days where the Lead Hand is not available, another employee on that shift will be given the premium.

ARTICLE 17 VACATIONS

17.01 Full-time employees will accrue vacation hours in Kronos based on hours worked in the vacation accrual year, May 1st to April 30th, as outlined in sub-articles 17.03 and 17.11. Full-time employees who work and/or are paid by the Co-operative for at least ninety-five (95%) percent of the standard full-time hours in the accrual year will receive their full paid vacation entitlement (two (2) weeks, three (3) weeks, four (4) weeks, etc.) as of May 1st. Full-time employees who work less than ninety-five (95%) percent of the standard full time hours in the accrual year will have only the hours they have accrued available to them as paid vacation.

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

vacation time off. The employee will not be required to take vacation time when they have insufficient accrued paid vacation hours to cover the time off.

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

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

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

17.03 Vacation entitlement for full-time employees, including part-time employees going to full-time as per sub-article 17.14, shall be based on years of continuous service as follows:

- | | | |
|---|----------|--|
| one (1) or more years by April 30th | - | two (2) weeks' vacation with pay; |
| three (3) or more years by April 30th | - | three (3) weeks' vacation with pay; |
| eight (8) or more years by April 30th | - | four (4) weeks' vacation with pay; |
| thirteen (13) or more years by April 30th | - | five (5) weeks' vacation with pay; |
| eighteen (18) or more years by April 30th | - | six (6) weeks' vacation with pay. |

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

The balance of the vacation entitlement during that period shall be scheduled by the Co-operative unless otherwise agreed to between the employee and the Co-operative, except for requests for consecutive vacation under sub-article 17.05 or unless otherwise mutually agreed to between the employee and the Co-operative.

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

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

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

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

17.07 General Holiday Occurring During A Vacation

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

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

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

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

17.11 Part-time employees will receive paid vacation hours based on their previous year's total hours worked and/or paid (excluding vacation and overtime) May 1st to April 30th.

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

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

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

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

- (a) the average amount of hours per week that the employee has worked in the last twelve (12) weeks in the previous vacation year. Weeks in which an employee received zero (0) hours or was working on a return to work program will not be counted;

OR

- (b) the total number of vacation hours that were accrued, divided by the number of weeks the employee may take.

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

Part-time employees may opt to have their full entitlement of accrued vacation hours paid out as a lump sum by direct deposit in the month of May each year. In order to exercise this option, employees must make the request,

in writing, to the Co-operative, no later than April 30th of each year. Such vacation pay shall be deposited separately and apart from the employee's normal earnings and shall be accompanied by a statement detailing the employees gross vacation pay and deductions used in determining the employee's net vacation pay.

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

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

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

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

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

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

17.14 Part-time employees proceeding to full-time employment, shall be credited with the length of continuous service with the Co-operative as a part-

time employee for the purpose of establishing full-time vacation credits. This is conditional on the employee's service being continuous from part-time to full-time.

17.15 Vacation Pay During a Leave of Absence

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

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

17.17 Premiums on Vacation Pay

All employees will earn vacation pay, as outlined in sub-articles 17.03 and 17.11 above, on all premium(s) and retroactive pay due to increment wage step increases. This special vacation allocation will be paid out annually in the month of May. As a result of this special vacation payment, employees will not receive any shift premium(s) while they are on vacation.

ARTICLE 18 MANAGEMENT RIGHTS

18.01 The Union recognizes and acknowledges that the management of the operations, and direction of the working force are fixed exclusively in the **Co-operative and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the **Co-operative**:**

- (a) to maintain order and efficiency;
- (b) to hire, promote, demote, classify, transfer, assign to shifts, decide leaves of absence, lay off, recall, suspend, dismiss, or discipline any employee for just cause;
- (c) to make, enforce and alter, from time to time, reasonable rules and regulations and reasonable policies and practices, to be observed by the employees;

- (d) to determine the nature and kind of service to be provided, the equipment and materials to be used, the control of materials and product, the methods and techniques of work, quantity and quality standards, the assignment of work, the schedules of operations, service and hours of work, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives, all of which shall remain solely with the **Co-operative** except as specifically limited by the express provisions of this Agreement.

18.02 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.

ARTICLE 19 NOTICE OF LAYOFF/CLOSURE

19.01 Notice of Layoff

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

19.02 Notice of Closure

The **Co-operative** shall notify all employees who are to be affected by the permanent closure of all or any portion of the **Co-operative's** operation, twenty-one (21) calendar days prior to the effective date of such closure or shall award pay in lieu thereof.

19.03 Severance Pay

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

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

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

ARTICLE 20 PAYMENT FOR MEETING ATTENDANCE

20.01 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.

ARTICLE 21 STRIKES AND LOCKOUTS

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

ARTICLE 22 UNION REPRESENTATIVE'S VISITS

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

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

- (1) carried on in a place in the store designated by Management;
- (2) held whenever possible during the lunch period. However, if this is not practical;
- (3) during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on Co-operative time unless with the approval of Management;
- (4) held at such times as will not interfere with service to the public. No interview shall be held on Friday, Saturday, or any day after 4:00 p.m. or on the day preceding a General Holiday, except in cases of employees who work only Fridays, Saturdays, or after 3:30 p.m.

22.03 The Union Representatives shall not discuss grievances with the Store Manager. Such matters shall be presented to the Co-operative in accordance with the provisions of Article 37 of this Agreement.

22.04 Union Representatives shall be permitted to review the hours of work schedule and in the event of any discrepancies, they shall be presented under Article 37 of this Agreement.

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

ARTICLE 23 SHOP STEWARDS

23.01 The **Cooperative** shall recognize all Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The **Co-operative** further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to management.

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

23.03 Shop Stewards shall be allowed to wear their Shop Steward's badge while on duty.

ARTICLE 24 LEAVES OF ABSENCE

24.01 Personal Leave

A leave of absence without pay, for personal reasons, may be granted to an employee. If the leave is for a period of one (1) calendar week or more a written application must be made by the employee to the **Co-operative** and written confirmation of said leave shall be given to the employee involved by the **Co-operative** and a copy shall also be sent to the Union office. A request for any such leave shall not be unreasonably denied by the **Co-operative**.

24.02 **Union Leave**

A leave of absence without pay to attend to Union business shall be granted to an employee. Two (2) weeks' advance notice shall be given to the **Co-operative** indicating that such leave is required and unless otherwise agreed to by the **Co-operative** no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the **Co-operative** and the Union. **The Co-operative will pay said employees as if they had been at work and the Union agrees to reimburse the Co-operative for any payments in regard to wages and benefits paid to the employee.**

24.03 **Union Convention/Conference/Education Leave**

A leave of absence for the purpose of attending Union conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the **Co-operative** upon receiving a written request from the Union. Time off shall not be granted to more than one (1) employee per department to a maximum of two (2) employees overall, at any one (1) time unless otherwise mutually agreed to between the **Co-operative** and the Union, and the duration of any such leave shall not exceed seven (7) calendar days per occasion. The Union shall give the **Co-operative** written notice not less than fourteen (14) calendar days before the requested leave is to commence. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall not be unreasonably denied by the **Co-operative**. **The Co-operative will pay said employees as if they had been at work and the Union agrees to reimburse the Co-operative for any payments in regard to wages and benefits paid to the employee.**

24.04 **Negotiation Leave**

The **Co-operative** shall allow two (2) employees time off without pay for the purpose of attending negotiations for the renewal of the Collective Agreement. **The Co-operative will pay said employees as if they had been at work and the Union agrees to reimburse the Co-operative for any payments in regard to wages and benefits paid to the employee.**

24.05 **Jury Duty Leave**

All employees summoned to jury duty or jury selection shall be paid wages amounting to the difference between the amount paid to them for jury services and the amount they would have earned had they worked on such days, provided that such days fall on a regularly scheduled working day for that employee.

24.06

Witness Leave

All employees required to appear in court as a witness on behalf of the Crown or **Co-operative** shall be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned had they worked on such days, provided that such days fall on a regularly scheduled working day for that employee.

24.07

Bereavement Leave

After six (6) months of employment, employees shall be **eligible for paid bereavement leave in the event of a death in the employee's family, as follows:**

- a. **five (5) non-consecutive scheduled work days in the event of the death of an employee's spouse, common law spouse, same sex partner, fiancé, parent, stepparent, child, stepchild or foster child.**
- b. **three (3) non-consecutive scheduled work days in the event of the death of an employee's brother or sister, mother- or father-in-law, daughter- or son-in-law, brother- or sister-in-law, grandparent or grandchild.**
- c. **one (1) scheduled work day in the event of the death of an employee's aunt, uncle, niece, nephew, or grandparent-in-law.**

Employees shall not be required to attend the funeral in order to receive bereavement leave with pay.

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

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

Two (2) additional days' leave with pay may be granted an employee in order to attend a funeral that takes place outside a radius of **five hundred (500)** kilometers of the town of Lorette.

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

24.08

Maternity Leave

A female employee who has completed her probationary period shall be granted a maternity leave of absence without pay by the **Co-operative**. Said employee shall be re-employed by the **Co-operative** after the birth and must return to work within seventeen (17) weeks unless she wishes to take a 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' notice in advance of the day she intends to return to work.

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

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

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

24.09

Parental Leave

(A) Entitlements

Every employee

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

is entitled to, and shall be granted parental leave without pay, consisting of a continuous period of up to **sixty-three (63)** weeks.

(B) **Commencement of Leave**

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

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

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

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

(D) **Reinstatement of Employee**

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

24.10 **Family Responsibility Leave**

In the event of an illness or injury occurring to an employee's spouse, parent or child, an employee may request, and if so, shall be granted a leave of absence or absences which shall not exceed **five (5)** days of unpaid leave in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse (including common law spouse, same sex partner, **fiancé(e)**), parent or child (including stepchild **and foster child**). The **Co-operative** will be given as much notice as possible in such events. An employee may utilize three (3) days of accumulated sick days per calendar year if they desire and have accumulated sick days in their sick leave bank for this Family Responsibility Leave.

24.11 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 (1) or more family members, as defined by the Manitoba Employment Standards Code.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per sub-article 24.07 of this Agreement.

24.12 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**

24.13 Leave Authorization

The employee's request and the **Co-operative's** decision concerning all leaves of absence referred to in this Article shall be made in writing. The **Co-operative** agrees the granting or denial of same, with reasons, shall be given within a reasonable amount of time.

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

ARTICLE 25 **SENIORITY**

25.01 Seniority shall be defined as the length of continuous service with the **Co-operative** within the bargaining unit.

25.02 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all layoffs, and during all periods of sickness and/or injury.

25.03 **Seniority shall be broken and services terminated if an employee:**

- (a) is duly discharged by the **Co-operative** and is not reinstated through the **Grievance and/or Arbitration** procedure contained in the Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously **for a period of more than six (6) months or is called back to work after a lay off and does not return to employment within the time as set out in sub-article 25.03 (d);**
- (d) **an employee fails to report for work within ten (10) calendar days of being recalled after a layoff. When the Co-operative recalls an employee that has been laid off, it shall notify such employee by registered letter, addressed to the employee's last known address;**
- (e) is absent from work without a written leave of absence unless a satisfactory reason **is given by the employee. Sickness or inability to communicate with the Co-operative shall be considered a satisfactory reason;**
- (f) fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason **is given by the employee. Sickness or inability to communicate with the Co-operative shall be considered a satisfactory reason.**

25.04 Bargaining unit wide seniority shall be the governing factor in all matters of promotion, awarding of a new full-time position or vacancy, relieving another employee in a higher paying classification, and recall after layoff, providing the more senior employee has the ability to perform the normal functions of the job.

Reverse order of bargaining unit wide seniority shall be the governing factor in all matters of demotion, layoff, and reduction to part-time, providing the more senior employee has the ability to perform the normal functions of the job.

25.05 Employees from within the bargaining unit who accept a position with the **Co-operative** which places them outside of the bargaining unit shall continue to accumulate seniority for a period of three (3) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the three (3) month period if they so choose. Employees who remain outside of the bargaining unit beyond the three (3) month time limit shall keep the seniority they had immediately prior to leaving the bargaining unit in the event they eventually return to the bargaining unit but shall not in such cases accumulate any seniority for the time period that they were outside of the bargaining unit beyond the three (3) month limitation.

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

25.07 Full-time employees with one (1) or more years of full-time seniority who are reduced to part-time by the **Co-operative** shall be placed at the top of the part-time seniority list. Full-time employees with less than one (1) year of full-time seniority who are reduced to part-time 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.

25.08 The **Co-operative** shall give two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof, to any employee whose status is to be changed by the **Co-operative** from full-time to part-time.

25.09 **Preference in weekly available hours of work** within the employee's department, or departments for those employees who are normally so employed, shall be scheduled to the most senior part-time employee first and thereafter in decreasing order of seniority, providing the employee has the ability to perform the normal functions of the job and providing the employee is available and willing to work the hours. If the **Co-operative** finds there are no available part-time employees available to work, shifts will then be assigned to employees in reverse seniority (i.e. the least senior employee first) on a rotating basis. No part-time employee shall be scheduled to work more than five (5) days per calendar week unless **they** voluntarily agree otherwise.

25.10 Part-time hours of work that become available on a temporary basis

in a particular department and that cannot be worked by part-time employees already working in the department, shall be offered to other part-time employees working outside of the department on the basis of seniority with the most senior such part-time employee first and thereafter in decreasing order of seniority being offered an opportunity to work these hours. Any such employee must have the ability to be able to perform the normal functions of the job and must be available and willing to work the hours.

25.11 The word “department” referred to in sub-articles 25.09 and 25.10 above, shall include:

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

The “**Grocery** department” shall include all areas of the **Co-operative’s** operations that are not part of the other **five (5)** departments.

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

ARTICLE 26 VACANCIES/NEW POSITIONS

26.01 Vacancies within the scope of this Agreement shall be visibly posted on the bulletin board within seven (7) calendar days from which the vacancy occurred and employees shall be allowed a further seven (7) calendar days in which to make a written application for such vacancy.

26.02 New positions within the scope of this Agreement shall be visibly posted on the bulletin board and employees shall be allowed seven (7) calendar days in which to make a written application for this new position.

26.03 Job postings shall include the title of the position, the classification the position will be paid in, the hours it will be expected to work, the duties to be performed and the application deadline.

26.04 Vacancies and new positions within the scope of this Agreement shall be filled within a further seven (7) calendar days following the completion of the

seven (7) calendar days the vacancy and/or new position was posted for applications.

26.05 An employee transferred or promoted to a vacancy or a new position shall be on trial for 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.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 Technological change shall mean the introduction by the **Co-operative** of equipment or material of a different nature or kind than that previously used by the **Co-operative** and a change in the manner in which the **Co-operative** carries on the work that is directly related to the introduction of that equipment or material.

27.02 The relevant sections of the Manitoba Labour Relations Act shall apply whenever the **Co-operative** intends to introduce a technological change.

ARTICLE 28 SAFETY AND HEALTH

28.01 The **Co-operative** agrees to establish a Joint Safety and Health Committee which shall meet quarterly during regular working hours and which shall conduct safety tours of the **Co-operative's** operation. The committee shall be comprised of two (2) bargaining unit employees chosen by the Union and two (2) management persons. A full-time Union Representative may also attend these meetings from time to time. 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.

28.02 All employees of the Joint Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with sub-article 28.01 above.

28.03 The **Co-operative** shall allow time off with pay as required by provincial legislation for the purpose of allowing the bargaining unit employees, who are on the Joint Safety and Health Committee to attend Union approved safety and health seminars, 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. **The Co-operative will pay said employees as if they had been at work and the Union agrees to reimburse the Co-operative for any payments in regard to wages and benefits paid to the employee.**

28.04 In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report their concerns to the Joint Safety and Health Committee. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a safety and/or health hazard exists, the employee shall be entitled to refuse to perform that particular job function until such time as a person from the appropriate government agency dealing with safety and health matters has come to the **Co-operative's** premises to inspect the concerns firsthand. During this time period the employee shall be assigned to perform other job functions that they are capable of doing.

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

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

28.07 **Water Bottles**

Employees shall be allowed to have a **Co-operative** approved water bottle at their work locations provided the bottle is stored out of public sight and the employee exercises common courtesy with customers when consuming water. Water bottles shall not be allowed in food production areas.

28.08 **Notice of Injury**

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

Form completed by their medical practitioner, as soon as reasonably possible. Cost of all Functional Abilities Forms required shall be paid by the Co-operative.

28.09 Payment of Shift When an Employee is Injured During the Shift

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

ARTICLE 29 DUTY TO ACCOMMODATE

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

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

29.03 In order to facilitate a prompt and safe return to work, the injured employee agrees to return the Functional Abilities Form completed by their medical practitioner, as soon as possible. Cost of all Functional Abilities Forms required shall be paid by the Co-operative.

ARTICLE 30 LABOUR/MANAGEMENT RELATIONS

30.01 A Labour/Management Relations Committee shall be appointed, consisting of a maximum of two (2) Shop Stewards from the Union, and a maximum of two (2) representatives from the **Co-operative. The full-time Union Representative may also attend these meetings from time to time. The Committee shall meet at the request of either party, for the purpose of discussing matters of mutual concern. Time spent by bargaining unit employees in carrying out the functions of this Committee shall be considered as time worked and shall be paid for by the **Co-operative**. The Committee shall not have jurisdiction to interpret and/or amend the Collective Agreement.**

30.02 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 31 WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS

31.01 The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement and shall form part of this Agreement. Where an individual employee's hourly rate of pay is higher, such hourly rate of pay shall not be reduced by reason of this Agreement. The hourly rates of pay provided for in Appendix "B" apply to job classifications and not to individuals.

31.02 Hourly rates of pay for any new classification that may be established by the **Co-operative** and which come within the scope of this Agreement shall be the subject of negotiations, and the **Co-operative** shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new classification has been agreed upon. If the **Co-operative** and the Union cannot reach an Agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The **Co-operative** and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the **Co-operative** and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

31.03 Employees shall be paid prior to noon of every second Friday, by way of direct deposit to the financial institution of the employee's choice. At the same time, employees shall be given access to, with the ability to print, an itemized statement of wages and deductions covering the two (2) weeks ending the previous Saturday.

ARTICLE 32 PREVIOUS EXPERIENCE

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

32.02 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.

32.03 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 33 **MANAGEMENT TRAINEES**

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

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

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

Once an employee completes this program, they will keep the two (\$2.00) dollar pay differential outlined above.

ARTICLE 34 **COURT'S DECISION**

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

ARTICLE 35 MONETARY SHORTAGES

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

ARTICLE 36 REPRIMANDS

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

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

36.03 Sub-articles 36.01 and 36.02 above are not intended to prevent Management from investigating the circumstances, or inquiring, on a matter that may lead to discipline.

36.04 The employee will be given a copy of such disciplinary notice which is to be entered on the employee's personnel file. A copy of the disciplinary notice will be faxed or emailed to the Union office within forty-eight (48) hours of it being issued. In unusual circumstances, where it is necessary for the Co-operative to advise an employee by mail of discharge, the Union office will be faxed or emailed a copy of the discharge. Failure to fax or email the discipline within forty-eight (48) hours does not invalidate the discipline under sub-article 36.02.

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

36.06 The **Co-operative** shall remove all written disciplinary notices from the employee's personnel file after twenty-four (24) calendar months. The **Co-operative** shall not be able to use any such disciplinary notice against the employee at a later date. This time frame of twenty-four (24) calendar months shall not include periods of layoff, periods of leave 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 twenty-four (24) month period, the employee will then be required to wait a further twenty-four (24) months before their written disciplinary notices are removed from their personnel file.

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

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

ARTICLE 37 ADJUSTMENT OF GRIEVANCES

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

37.02 Information

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

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

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

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

37.06 All grievances shall be submitted in writing.

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

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

Step 1

The Union shall file a written grievance in the time frame outlined in sub-article 37.05 with the Human Resources Department. The Human Resources Department shall reply to the grievance in writing within five (5) calendar days to the Union.

Step 2

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

37.08 If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision from either party, but not thereafter, the matter may then be referred to an Arbitrator, selected in accordance with Article 38.

ARTICLE 38 **ARBITRATION**

38.01 After one (1) of the parties indicates they are taking the matter to arbitration, the matter shall be referred to a single Arbitrator as indicated in sub-article 38.02.

In the interest of settling a grievance prior to an arbitration

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

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

Michael Werier
Michael T. Green
Keith LaBossiere
Diane Jones
Grant Mitchell
Colin Robinson

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

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

38.03 Whenever one (1) of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond the thirty (30) calendar day or ninety (90) calendar day requirements, or in the event that none of the six (6) Arbitrators listed above are available to meet within the thirty (30) calendar day requirement or ninety (90) calendar day requirement, whichever is applicable. If the parties cannot mutually agree to a date beyond the thirty (30) calendar day requirement, or ninety (90) calendar day requirements, whichever is applicable, the matter shall be referred to the selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty (30) calendar days to render a decision in regard to any matters dealing with suspension or termination, and ninety (90) calendar days from the last date of the hearing on any arbitration cases referred to them other than suspensions or terminations.

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

38.05 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Co-operative's action, or reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way they deems advisable.

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

38.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except as indicated in sub-article 38.05 above. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

38.08 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of Article 37 of this Agreement.

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

ARTICLE 39 BULLETIN BOARD

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

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

ARTICLE 40 HEALTH AND WELFARE BENEFITS REFERRAL

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

ARTICLE 41 PHYSICAL EXAMINATIONS/DOCTOR'S NOTE

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

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

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

OR

- (b) The duration of the absence or the circumstances surrounding the absence requires verification.

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

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

For all accommodations where the employee is returning to work from an absence, the employee will be responsible for the cost of the initial

Doctor's note which will clearly explain the nature and reason for the accommodation. If further medical information is required the Co-operative will pay the cost for same.

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

ARTICLE 42 WORKERS COMPENSATION BENEFITS

42.01 When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall inform the **Co-operative** so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the **Co-operative** shall be provided within a reasonable period of time.

42.02 If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time off work required to receive such treatment shall be granted to the employee and any resulting lost wages that may occur shall be paid for in total by the **Co-operative**. The employee shall comply with all regulations so that the **Co-operative** can make a claim to retain the amount the Workers Compensation Board would normally pay for such lost time. Where possible, the employee shall schedule such time outside of working hours.

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

ARTICLE 43 HARASSMENT/DISCRIMINATION

43.01 The parties agree that there should be no discrimination or harassment in the workplace contrary to law, and that they and all employees shall cooperate in efforts to ensure that there is no inappropriate behaviour. In that regard, the parties state as follows:

- (a) any employee who believes that they have been harassed or discriminated against is encouraged to report such misconduct to the **Co-operative** and the Union; and
- (c) such reports shall be dealt with in confidence and as expeditiously as possible, respecting the dignity of the complainant and the rights of the alleged harasser to due process.

ARTICLE 44 **EDUCATION AND TRAINING TRUST FUND**

44.01 The **Co-operative** shall contribute two (2¢) cents per hour for each hour worked by employees in the bargaining unit into the Union's Education and Training Trust Fund.

44.02 Such contributions shall be forwarded to the Union's Trust Fund within twenty-one (21) days following the end of the **Co-operative's** four (4) or five (5) week accounting period.

ARTICLE 45 **UNIFORMS AND PROTECTIVE CLOTHING**

45.01 The **Co-operative** shall supply each full-time employee with three (3) polo shirts, each part-time employee with two (2) polo shirts, all employees with one (1) sweater, and if required, an appropriate number of smocks, hats, hairnets, meat lugs and aprons to wear during working hours. The **Co-operative** shall replace these items on an ongoing basis as the need arises and shall be responsible for all costs involved in the supplying and repairing of same. The employees shall be responsible for laundering their own polo shirts, sweaters and aprons. The **Co-operative** shall be responsible for laundering meat lugs, meat aprons, deli chef coats and smocks/aprons from the bakery.

45.02 The **Co-operative** shall supply an appropriate number of parkas, gloves and raincoats for employees to wear during working hours. The **Co-operative** shall replace these items on an ongoing basis as the need arises and shall be responsible for all costs involved in the supplying, laundering and repairing of same.

45.03 Employees are expected to take reasonable care of all clothing received from the **Co-operative**. All such clothing that needs to be replaced from time to time must be returned to the **Co-operative** before new replacement clothing is given to the employee concerned. All such clothing must be returned to the **Co-operative** at the same time as the employee ceases to be employed by the **Co-operative**.

45.04 Safety Footwear Allowance

Where required, the **Co-operative** shall reimburse **one-hundred (100%)** percent of the price, or one hundred **and twenty-five (\$125.00)** dollars per pair, whichever is the lesser, toward the cost of CSA safety footwear. This reimbursement shall be limited to once every twenty-four (24) months. The safety footwear reimbursement is only applicable to employees who have completed their probationary period.

ARTICLE 46 TRANSPORTATION COSTS

46.01 The **Co-operative** shall provide and pay for all forms of transportation that are to be used by employees who are required to perform work for the **Co-operative** that is away from the **Co-operative's Lorette** premises.

ARTICLE 47 EXPIRATION AND RENEWAL

47.01 This Agreement shall be in effect from May 21, **2021**, and shall remain in effect until May 20, **2025**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

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

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

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

FOR THE CO-OPERATIVE:

Laura Cote

Sara Fournier

Helena Tetrault

Christyn Lemoine

Kim Ferris

Joe Carreiro

Jeff Traeger

Matt Becker

Murray Dehn

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Preamble

A-1.01 The following benefits will be arranged for by the **Co-operative** for all qualifying employees and shall be subject to the terms and conditions of their master policies and contracts. Abbreviated versions of these benefits are presented here for information purposes only. Long Term Disability Insurance, Dental, Group Life Insurance, and Extended Health Care Plans will be implemented as soon as possible following ratification of this agreement.

A-1.02 Full-time employees who have completed six (6) months of employment with the **Co-operative** and, where applicable, the eligible dependents of these employees, will be eligible to participate in the Long Term Disability Insurance, Dental, Group Life Insurance, and Extended Health Care Plans arranged for by the **Co-operative**.

A-2 Paid Sick Leave Benefits

A-2.01 A paid sick leave benefit shall accrue to each full-time employee and to each eligible part-time employee at the rate of four (4) hours for each one hundred and seventy-three (173) hours worked and/or paid until a maximum of **four hundred (400)** hours has been accrued. Said employees shall be entitled to use such accrued sick leave for any non-occupational sickness and/or accident that is not covered by the long term disability insurance benefits provided by the **Co-operative**, and such sick leave shall be paid for at the rate of one hundred (100%) percent of the employee's regular hourly rate of pay for each hour of such absence. Sick Leave terminates when the Long Term Disability Plan becomes effective. Part-time employees shall begin accruing paid sick leave entitlements as soon as they have completed one year of employment from their date of last hire.

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

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

A-2.04 In January and July of each year, the **Co-operative** shall notify the Union and each employee in the bargaining unit of the total amount of sick leave credits said employee has accumulated at that time. Upon receiving a request from an employee, the **Co-operative** shall provide a report showing the accrual and usage which contributes to the total amount of sick leave the employee is notified about.

A-3 Long Term Disability Benefits

A-3.01 Subject to the rules and regulations of the Plan, the **Co-operative** will provide eligible employees with a Long Term Disability Plan carried with the Co-operators Life Insurance Company. Premiums will be shared equally by the **Co-operative** and the employees. Benefits will take effect after a ninety (90) calendar day waiting period. Coverage shall be up to sixty (60) years of age and will be sixty-seven (67%) percent of the employee's weekly wage plus a contribution to pension equivalent to the contribution rate at the time of disability and provided for under A-5.01.

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

A-4 Dental Benefits

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

A-5 Superannuation Benefits

A-5.01 Subject to the rules and regulations of the Plan, the **Co-operative** will provide eligible employees with the Co-operative Superannuation Society Pension Plan. Employee contributions will be matched by the **Co-operative**. The contribution rate by the **Co-operative** and the employee to be applied to an employee's earnings will be seven and one-half (7.5%) percent less the Canada Pension Plan contribution rate.

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

A-6 Group Life Insurance

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

A-7 Extended Health Care Benefits

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

A-8 Part-time Employee Eligibility

A-8.01 Part-time employees who have completed six (6) months of employment with the **Co-operative** and who average twenty-four (24) hours or more per week for thirteen (13) consecutive weeks, including paid sick leave and general holiday pay, will be eligible to participate in the Long Term Disability Insurance, Dental, Group Life Insurance and Extended Health Care Plans arranged for by the **Co-operative**. If an employee's weekly hours should drop below an average of twenty-four (24) hours over a thirteen (13) consecutive week period, including paid sick leave and general holiday pay, then the employee 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 Sales/Service Clerk - Hired Prior To July 29, 2021

	Current	May 21/21	May 15/22	Oct 1/22	Apr 1/23	May 14/23	Oct 1/23	May 12/24
		1.25%	1.25%			1.25%		2.00%
Start	12.15	12.30	12.46	13.75	14.40	14.40	15.55	15.55
after 500 hours	12.20	12.35	12.51	13.85	14.50	14.50	15.65	15.65
after 1000 hours	12.34	12.50	12.66	13.95	14.60	14.60	15.75	15.75
after 1500 hours	12.63	12.79	12.95	14.05	14.70	14.70	15.85	15.85
after 2000 hours	12.91	13.07	13.23	14.15	14.80	14.80	15.95	15.95
after 2500 hours	13.21	13.38	13.54	14.25	14.90	14.90	16.05	16.05
after 3000 hours	13.50	13.67	13.84	14.35	15.00	15.00	16.15	16.15
after 3500 hours	13.79	13.96	14.14	14.45	15.10	15.10	16.25	16.25
after 4000 hours	14.09	14.27	14.44	14.55	15.20	15.20	16.35	16.35
after 5000 hours	14.67	14.85	15.04	15.04	15.30	15.30	16.45	16.45
after 6000 hours	15.24	15.43	15.62	15.62	15.62	15.82	16.55	16.55
after 7000 hours	16.99	17.20	17.42	17.42	17.42	17.64	\$17.64	17.99

B-2 Sales/Service Clerk - Hired After July 29, 2021

	Ratification Date	May 15/22	Oct 1/22	Apr 1/23	May 14/23	Oct 1/23	May 12/24
		1.25%			1.25%		2.00%
0 - 500 hours	12.30	12.46	13.75	14.40	14.40	15.55	15.55
501 - 1000 hours	12.40	12.56	13.85	14.50	14.50	15.65	15.65
1001 - 1500 hours	12.50	12.66	13.95	14.60	14.60	15.75	15.75
1501 - 2000 hours	12.61	12.76	14.05	14.70	14.70	15.85	15.85
2001 - 2500 hours	12.71	12.87	14.15	14.80	14.80	15.95	15.95
2501 - 3000 hours	12.81	12.97	14.25	14.90	14.90	16.05	16.05
3001 - 3500 hours	12.91	13.07	14.35	15.00	15.00	16.15	16.15
3501 - 4000 hours	13.01	13.17	14.45	15.10	15.10	16.25	16.25
4001 - 4500 hours	13.11	13.28	14.55	15.20	15.20	16.35	16.35
4501 - 5000 hours	13.21	13.38	14.65	15.30	15.30	16.45	16.45
5001 - 5511 hours	13.31	13.48	14.75	15.40	15.40	16.55	16.55
5501 - 6000 hours	13.48	13.65	14.85	15.50	15.50	16.65	16.65
6001 - 6500 hours	13.94	14.12	14.95	15.60	15.60	16.75	16.75
6501 - 7000 hours	14.72	14.90	15.05	15.70	15.70	16.85	16.85
7001 - 7500 hours	15.49	15.68	15.68	15.80	15.88	16.95	16.95
7501 - 8000 hours	16.27	16.47	16.47	16.47	16.67	17.05	17.05
Over 8000 hours	17.04	17.25	17.25	17.25	17.47	17.47	17.82

B-3 Meat Cutter

	Ratification Date	May 15/22	May 14/23	May 12/24
		1.25%	1.25%	2.00%
0 - 500 hours	16.69	16.90	17.11	17.45
501 - 1000 hours	17.28	17.49	17.71	18.07
1001 - 1500 hours	17.88	18.10	18.33	18.69
1501 - 2000 hours	18.51	18.74	18.97	19.35
2001 - 2500 hours	19.15	19.39	19.63	20.02
2501 - 3000 hours	19.82	20.07	20.32	20.72
3001 - 3500 hours	20.61	20.87	21.13	21.55
3501 - 4000 hours	21.44	21.71	21.98	22.42
Over 4000 hours	22.49	22.89	23.29	23.74

B-4 Pharmacy Assistant

	Ratification Date	May 15/22	May 14/23	Oct 1/23	May 12/24
		1.25%	1.25%		2.00%
0 - 500 hours	14.92	15.11	15.30	15.55	15.60
501 - 1000 hours	15.37	15.56	15.75	15.75	16.07
1001 - 1500 hours	15.83	16.03	16.23	16.23	16.55
1501 - 2000 hours	16.31	16.51	16.72	16.72	17.05
2001 - 2500 hours	16.79	17.00	17.21	17.21	17.56
2501 - 3000 hours	17.30	17.51	17.73	17.73	18.09
3001 - 3500 hours	17.81	18.04	18.26	18.26	18.63
3501 - 4000 hours	18.35	18.58	18.81	18.81	19.19
4001 - 4500 hours	18.90	19.14	19.37	19.37	19.76
4501 - 5000 hours	19.47	19.71	19.96	19.96	20.36
5001 - 5511 hours	20.15	20.40	20.66	20.66	21.07
5501 - 6000 hours	20.86	21.12	21.39	21.39	21.81
6001 - 6500 hours	21.58	21.85	22.13	22.13	22.57
Over 6500 hours	22.60	23.00	23.40	23.40	23.85

B-5 Increment Increases

Increment increases for all employees that are provided for in Appendix “B-1” will be applied every five hundred (500) hours (or one-thousand (1000) hours as applicable) worked and/or paid until the top rate of pay is achieved.

B-6 Retroactive Pay

All employees shall receive full retroactive pay to May 21, **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 paycheques that are separate and apart from the employee's normal earnings.

B-7 Employees Promoted to a Higher Paying Classification

Any employee who is promoted on a permanent basis to a classification that provides for a higher rate of pay to that which was paid to the employee at the time of their promotion, shall be paid at the first increment step in the classification that the employee was promoted to that provides for an increase in pay for the employee. Thereafter, the employee shall receive increment increases as provided for in Appendix B-1 **to B-4**, until the top rate of pay has been reached.

B-8 Cake Decorator Premium

Employees who from time to time are assigned to decorate cakes shall be paid a premium of one (\$1.00) dollar per hour in addition to their regular hourly rate of pay for all time spent in performing this specific job function.

B-9 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 **to B-4** will be adjusted so as to ensure that there is a minimum twenty-five (25¢) cent differential between any increment and the minimum wage. The wage scales above the affected start rate will also be increased so as to create a **ten (10¢)** cent spread with the rate immediately below that rate. These adjustments will continue up the scale until such time as the Collective Agreement scale is higher than the adjusted scale.

B-10 Overscaled Employees

Effective date of ratification, over-scaled employees shall receive the following percentage increases to their hourly rate of pay:

- May 21, 2021 One point two five (1.25%) percent increase
- May 15, 2022 One point two five (1.25%) percent increase
- May 14, 2023 One point two five (1.25%) percent increase
- May 15, 2023 Two (2.0%) percent increase

Should the wage scale an overscaled employee is classified in increase above their current rate of pay, such employee would revert back onto the wage scale, and no longer be considered an overscaled employee.

APPENDIX C
LETTERS OF UNDERSTANDING

BETWEEN:

RED RIVER COOPERATIVE LTD., in the Town of Lorette, 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".

C-1 Work Experience Students

The **Co-operative** agrees to notify the Union in advance of students participating in the Work Experience Program. Notification shall include the employee's name(s) and length of the program. It is understood that the presence of the student(s) will in no way affect the regular hours of bargaining unit employees.

C-2 Weekends Off For Full-Time Employees

Notwithstanding sub-article 8.04, any employee with full-time status as of date of ratification will continue to receive a minimum of two (2) weekends off each calendar month. One (1) of these weekends shall include a Saturday and a Sunday and the other weekend shall include a Friday and a Saturday or a Sunday and a Monday.

C-3 Vacation Rate Changes

Any employee hired prior to ratification of this Agreement who has less than three (3) years of service will continue to accrue vacation at three (3) weeks / six (6%) percent until they reach the next vacation milestone as outlined in sub-articles 17.03 and 17.11. Employees hired after date of ratification will accrue vacation as outlined in sub-articles 17.03 and 17.11.

C-4 Daily Available Hours For Part Time Employees

Notwithstanding sub-article 25.09, those part-time employees in the bargaining unit as of date of ratification will continue to be scheduled based on daily available hours of work within their department. All other part-time employees hired after the date of ratification will be scheduled as per sub-article 25.09.

C-5 File Maintenance Clerk

The parties acknowledge that there is presently an employee employed as a File Maintenance Clerk and is excluded from the bargaining unit. Notwithstanding Article 1 of this Agreement, this employee will continue to be excluded from the bargaining unit until such time as they are no longer employed by the Co-operative.

C-6 Temporary Movement Of Employees Between Urban/Selkirk Collective Agreements And Lorette Agreement

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

- (a) There will be no negative effect on hours to existing Red River Co-operative employees as a result of this Agreement;
- (b) All moves will be considered temporary, not to exceed six (6) months in duration and will have a start and end date;
- (c) Should the Co-operative request that the move exceeds six (6) months, the Co-operative shall contact the Union to discuss the reason and implications of the extension;
- (d) All terms of employment including wages, benefits, pension and seniority will be governed by the provisions of the employee's home Collective Bargaining Agreement. The employee shall suffer no loss of hours, wages, pension or benefits due to the temporary move;
- (e) The Union and the Co-operative shall meet to discuss any provisions not addressed in this Letter of Understanding prior to them being implemented.

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

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

FOR THE CO-OPERATIVE:

Joe Carreiro

Murray Dehn

TO: THE NEW OR REHIRED EMPLOYEE:

“The **Co-operative** agrees retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The **Co-operative** shall be free to hire or rehire **new** employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their 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, such Union dues, initiation fees and assessments as are authorized by the Union. The **Co-operative** further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any **period** shall be forwarded by the **Co-operative** to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the **Co-operative** four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly electronic **Excel** statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction.

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

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