



**NAPE**

## **COLLECTIVE AGREEMENT**

BETWEEN

**TERRINGTON CONSUMERS CO-OPERATIVE  
ASSOCIATION LTD.**

AND

**NEWFOUNDLAND & LABRADOR ASSOCIATION  
OF PUBLIC & PRIVATE EMPLOYEES**

November 1, 2019 - October 31, 2023

THIS AGREEMENT made this 20<sup>th</sup> day of April, Anno Domini, Two Thousand and Twenty;

BETWEEN:

TERRINGTON CONSUMERS CO-OPERATIVE ASSOCIATION LIMITED

of the one part;

AND

THE NEWFOUNDLAND & LABRADOR ASSOCIATION OF PUBLIC & PRIVATE EMPLOYEES, a body corporate organized and existing under the laws of the Province of Newfoundland and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part;

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Preamble	1
2	Management Rights	1
3	Definitions	1
4	Recognition	3
5	Union Security	5
6	Checkoff	6
7	Correspondence	6
8	Grievance Procedure	6
9	Arbitration	9
10	Labour Management Committee	11
11	Absence from Work due to Weather Conditions	12
12	Probation, Discharge, Suspension & Discipline	12
13	Seniority	14
14	Promotions and Staff Changes	15
15	Layoff and Recall	17
16	Hours of Work and Work Schedule	18
17	Overtime	20
18	Holidays	22
19	Annual Leave	23
20	Sick Leave	25
21	Leave of Absence	27
22	Payment of Wages and Allowances	32
23	Strikes and Lockouts	33
24	Termination of Employment	33
25	Employee Benefits	33
26	Technological Change	37
27	Effect of Legislation	38
28	Contracting Out	38
29	Protective Clothing	38
30	Amendment by Mutual Consent	39
31	Travel on Employer's Business	39
32	Salaries	40
33	Northern Allowance	40
34	Job Classification	41
35	Crossing of Picket Lines During Strike	41
36	Past Practice	41
37	Safety and Health	41
38	Polygraph Test	42
39	Rest and Lunch Rooms	42
40	Severance Pay	42
41	Duration	43
	Letter of Intent Re: Clothing and Effects	45
	Letter of Intent Re: Doctor and Dental Appointments	46
	Letter of Intent Re: Seniority	47
	Letter of Understanding re: Supervisors	48
	Letter of Understanding re: Family Leave	49
	Schedule I - Salaries	50

ARTICLE 1 PREAMBLE

1:01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.

1:02 In the event that there is a conflict between the context of this Agreement and any regulations or policies made by the Employer, this Agreement shall take precedence over the said regulations or policies.

ARTICLE 2 MANAGEMENT RIGHTS

2:01 The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the Co-Op under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

ARTICLE 3 DEFINITIONS

3:01 For the purpose of these conditions:

(a) (i) "Bargaining unit" means the bargaining unit recognized in accordance with Article 4.

(ii) "Classifications" means the identification of a position by reference to a class title and pay range.

\* (b) "Co-Op" is the Terrington Consumers Co-Op Society.

(c) "Day" means a working day unless otherwise noted.

(d) "Demotion" means a reclassification to a job title that has a lower wage rate scale.

(e) "Employee" or "employees" where used, is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit. Whenever the masculine is used in this Agreement, it shall refer equally to the feminine.

- (f) (i) "Association" and/or "Union" means the Newfoundland and Labrador Association of Public and Private Employees.
- (f) (ii) "Employer" means the Terrington Consumers Co-op.
- (g) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designated as a holiday.
- (h) "Layoff" means the period of time when an employee is absent from work without pay as a result of a lack of work or the abolition of a post.
- (i) "Leave of absence" means absence from duty with the permission of the Employer.
- (j) "Month of service" means a calendar month in which an employee is in receipt of salary or wages for the prescribed number of working hours in the month or a month in which the employee is on layoff or approved leave of absence.
- (k) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (l) "Overtime" means work performed by an employee in excess of his/her scheduled work day or work week.
- (m) "Part-time employee" means a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
- (n) "Full time employee" means a person who is regularly employed to work the number of working hours in each working day without reference to any specified date of termination of service.
- (o) "Probationary employee" means a person who has not completed the prescribed probationary period.
- (p) "Probationary period" means a period of three (3) calendar months from the date of employment
- (q) "Promotion" means a reclassification to a job title that has a higher wage rate scale.
- (r) "Reclassification" means any change in the current classification of an existing position.
- (s) "Schedule" means in writing and posted in an accessible place to all employees.

- (t) "Seasonal employee" means an employee whose services are of a seasonal and recurring nature and includes employees who are subject to periodic re-assignment in various positions because of the nature of their work.
- (u) "Temporary employee" means a person who is employed on a full time basis for a specific period or for the purpose of performing specific work and who may be laid off at the end of such period and following the completion of such work. Such employees will be given the date of layoff in writing and if any extension is necessary, the new layoff date will also be in writing.
- (v) "Vacancy" means a position posted in accordance with Clause 14:01, which may be permanent, part-time, seasonal or of a temporary nature.
- (w) "Week" means a period of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (x) "Year" means a calendar year.

#### ARTICLE 4 RECOGNITION

4:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees as listed in the Certification Order dated August 14, 1985.

#### 4:02 Work of the Bargaining Unit

- (a) Persons who are not in the bargaining unit will not do physical store work normally done by bargaining unit employees except in an emergency situation.
- (b) Local Suppliers shall be permitted to merchandise their products. All other Suppliers shall only be permitted to inspect, check codes and assist in preparing promotional displays.

#### 4:03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Agreement.

#### 4:04 No Discrimination - Employer Shall Not Discriminate

- (a) The Co-Op and the Union both agree that there shall be no discrimination by either party against any employee because of race, colour, creed, age, sex, nationality, place of origin, political or religious activities, affiliation or Union membership, or Union activities.
- (b) Both the co-operative and the union are committed to providing and maintaining a workplace which is free from all forms of harassment. Any person found in violation of this policy will be subject to discipline up to and including dismissal.

4:05      Shop Stewards

In the interest of maintaining a harmonious relationship between the Co-Op, its employees and the Union, both parties to this Agreement recognize the value and rights of Shop Stewards and the Local President. By investigating complaints of an urgent nature, preparing and presenting grievances on behalf of employees, carrying out assigned safety committee responsibilities and attending management meetings when required, it is hoped that Shop Stewards will encourage and protect a proper Employer/employee relationship in the work place.

4:06      Bulletin Boards

The Co-Op shall provide bulletin board facilities for the use of the Union in the break room.

4:07      Union Access

- (a) Employees shall have the right at any time to have the assistance of a full time representative of the Union on all matters relating to Employer/employee relationships. Union representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussion or investigation of grievances shall not absent themselves from work except with permission from their Supervisor, and such permission will not be unreasonably withheld.
- (b) Permission to hold meetings on the premises shall in each case be obtained from the Employer and such meetings shall not interfere with the Operations of the Employer.

ARTICLE 5    UNION SECURITY

5:01      All employees within the bargaining unit shall become and remain members in good standing of the Union as a condition of employment. Any new employees within the scope of the bargaining unit shall as a condition of employment become members in good standing at the commencement of

their employment.

5:02 Such employees will be advised that the Employer will not recognize withdrawal of membership after being hired.

5:03 Upon employment an employee will be provided with information concerning:

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment; and

where copies of the Collective Agreement have been provided to the Co-Op by the Union, the employee will receive a copy.

5:04 Where a Shop Steward is available, the employee will be introduced to him/her as soon as possible.

5:05 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that an Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.

5:06 Interviewing Opportunities

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of one-half (½) hour during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership.

ARTICLE 6 CHECKOFF

6:01 The Employer shall deduct from the salary or wages of all employees within the bargaining unit the amount of membership dues and Local fees and forward same bi-weekly to the Union accompanied by a list of employees showing:

- (a) the contributions of each;
- (b) the employee's full name and classification and social insurance number;
- (c) changes from previous list, e.g., additions, deletions, employee status, layoff, resigned, promoted outside the bargaining unit, etc.

6:02 The Employer agrees that when issuing T4 slips the amount of membership dues paid by an employee to the Union during the current year will be recorded on his/her T4 statement.

6:03 The Union shall inform the Employer in writing of all authorized deductions to be made.

#### ARTICLE 7 CORRESPONDENCE

7:01 \* All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the General Manager or designate and the President of the Union and a copy to the Local President.

#### ARTICLE 8 GRIEVANCE PROCEDURE

##### 8:01 Definition of Grievance

A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.

##### 8:02 Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards to assist any employee in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

##### 8:03 Shop Steward

The Employer acknowledges the right of the Union to appoint or elect three (3) Shop Stewards.

##### 8:04 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize him.

##### 8:05 Processing of Grievances

Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representative or while attending arbitration hearings.

##### 8:06 \* Permission to Leave Work

It is agreed that Shop Stewards will not absent themselves from their work location for the purpose of handling grievances without first obtaining permission of the General Manager or designate and that permission will not

be unreasonably withheld.

8:07 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

\* Step 1

The aggrieved employee accompanied by his/her Steward shall discuss the grievance with the General Manager or designate within seven (7) working days after the incident giving rise to the grievance.

\* Step 2

If the matter is not resolved at Step 1, then within five (5) working days of receiving the General Manager or designate's decision the grievance may be submitted to the General Manager or designate, in writing, and an earnest effort shall be made by all parties to settle the grievance at Step 2. The General Manager or designate's decision shall be given to the Shop Steward in writing within five (5) working days of receipt of the grievance.

\* Step 3

Failing settlement being reached in Step 2, either party may refer the dispute to arbitration within fifteen (15) calendar days of the General Manager or designate's decision in Step 2.

8:08 Time Limits

Notwithstanding any other provisions of this Article, time limits fixed by this Article shall be considered mandatory. Failure to meet same by the Union shall be fatal to the grievance. If the Employer fails to meet the time limits so fixed by this Article then the grievance shall be deemed to be upheld and the redress sought implemented.

8:09 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement the Union may initiate a grievance and shall commence at Step 2.

8:10 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, and to seek

adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8:11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all Steps, except Step 1.

8:12 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meeting.

8:13 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 30:01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

8:14 Technical Objections to Grievances

No grievances shall be defeated or denied by a technical objection occasioned by a clerical, typographical, or similar technical error, or by the inadvertent omission of a step in the Grievance Procedure.

ARTICLE 9 ARBITRATION

9:01 Notification of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered or certified mail addressed to the other party of the Agreement. The request should include a suggested name to act as sole Arbitrator in the dispute. The party to whom notice is given shall, within fifteen (15) calendar days after receipt of such notice, notify the other party of its agreement or lack thereof to the appointment of the suggested Arbitrator.

9:02 Failure to Agree

If the parties fail to agree on an acceptable Arbitrator, the Minister of Employment and Labour Relations shall appoint an Arbitrator upon the request of either party.

9:03 Arbitration

The Arbitrator shall determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Arbitrator shall, as much as possible, follow a

layman's procedure and shall avoid legalistic or formal procedures and he/she shall hear and determine the difference or allegation and render a decision within twenty (20) days from the time of appointment.

9:04 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed. The Arbitrator shall not have the power to change the Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which he/she deems just and equitable.

9:05 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which he/she shall do within ten (10) days.

9:06 Expenses of the Arbitrator

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator

9:07 Amending of Time Limits

The time limits fixed in both Grievance and Arbitration Procedure may be extended by mutual agreement between the parties.

9:08 Witnesses

At any stage of the Grievance or Arbitration Procedure the parties shall have the assistance of any employee concerned as witness and any other witnesses. Employees appearing as witnesses shall be considered on paid leave with no loss of wages or benefits.

9:09 Conflict of Interest

No person

- (a) who has any pecuniary interest in the matters referred to the Arbitrator; or
- (b) who is acting or has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties;

shall be appointed to act as Arbitrator.

9.10 Expedited Arbitration

Subject to agreement of both parties, the following Expedited Arbitration Procedure shall be followed:

- (a) The single Arbitrator must be agreed to by both parties within seven (7) calendar days of the Committee's adjournment in Step 2 (Clause 8.07). The appointed Arbitrator must be willing to render a written decision within twenty (20) calendar days following presentation of briefs and oral arguments of each party.
- (b) In any dispute of interpretation, application, administration, or alleged violation of the terms of the agreement, the parties agree to submit a written brief and present oral arguments to a single arbitrator within twenty (20) calendar days of the adjournment of the Committee in Step 2 (Clause 8.07) of the Grievance Procedure.
- (c) The single arbitrator may, for the purpose of their clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the Arbitrator.

Both parties retain access to the complete arbitration process as described in Article 9 of the Collective Agreement where they do not wish to implement this expedited Arbitration Procedure.

Cost will be shared on a 50/50 basis.

## ARTICLE 10 LABOUR MANAGEMENT COMMITTEE

### 10:01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Union representatives selected.

### 10:02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) promoting safety and sanitary practices;
- (b) environmental issues in the workplace such as workplace pollution, reduction, recycling and conservation of materials;
- (c) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);

- (d) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

10:03 Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. Employees shall not suffer any loss of pay for time spent with this Committee.

10:04 Chairman of the Meeting

The meetings of the Committee shall be chaired alternately by the Employer's representative and the employee's representative.

10:05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairman and Vice-chairman as promptly as possible after the close of the meeting. The Chairman and Vice-chairman shall each receive two (2) copies of the minutes within three (3) days following the meeting, if possible.

10:06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 11 ABSENCE FROM WORK DUE TO WEATHER CONDITIONS

- 11:01 The present practice of an employee losing no pay or benefits for adverse weather shall continue during the life of this Agreement.

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

12:01 (a) Probationary Period

The probationary period shall be three (3) calendar months for all employees.

(b) Discharge Procedure

Any employee who has completed his/her probationary period who claims to have been unjustly disciplined, discharged or suspended shall have the right to be heard in accordance with the Grievance Procedure under this Agreement. Any employee who is disciplined, discharged or suspended shall be provided with written notification within five (5) days of the incident. Such written notification shall state the reason for discipline, discharge or suspension. If this procedure is not followed the discipline shall be null and void.

12:02 Unjust Suspension or Discharge

- (a) Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately re-instated in his/her former position without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an Arbitrator, if the matter is referred to such an Arbitrator.
- (b) Where an employee is required to attend a meeting with the Employer which concerns an oral reprimand or which precedes a written warning, the Employer shall advise the employee that he/she has a right to be accompanied by a shop steward.

12:03 Warnings

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within five (5) days of the incident, give written particulars of such censure to the employee involved. If this procedure is not followed such written censure shall not become part of his/her record for use against him/her at any time.

12:04 Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within five (5) working days of the Employer's becoming aware of the event of the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her at any time. The employee's written reply to such notification of dissatisfaction shall become part of his/her record.

Any reprimand or warning given in writing and becoming part of an employee's personal file shall be removed and destroyed after twelve (12)

months have elapsed from the date of the last reprimand or warning and not rescinded.

12:05 Personal Files

There shall be one (1) official personal file, which shall contain all adverse reports and records of disciplinary action, and this file shall be maintained in the Co-op's Office. An employee shall, at any reasonable time, be allowed to inspect his/her personal file, and may be accompanied by a representative of the Union.

12:06 May Omit Grievance Step

An employee considered by the Association to be wrongfully or unjustly discharged or suspended or subject to disciplinary action shall be entitled to a hearing under Article 8. Step 1 of the Grievance Procedure may be omitted in cases of suspension and discharge and the matter will be referred directly to the Manager at Step 2.

ARTICLE 13 SENIORITY

13:01 Seniority Defined

Subject to Clause 13:04, seniority is defined as the original date of hire with the Employer excluding overtime. Seniority shall operate on a bargaining unit wide basis.

13:02 Seniority Lists

The Employer shall maintain two (2) seniority lists (full time and regular part-time) showing the classification of each employee, the date upon which the employee's service commenced and the employee's total seniority. An up-to-date seniority list shall be sent to the Union and delivered to each employee in January of each year.

13:03 Probation for Newly Hired Employees

Employees hired after the signing of this Agreement shall be on a probationary basis in accordance with Clause 12:01 of this Agreement. During the probationary period such employees shall be entitled to all rights and benefits of this Agreement, except discharge for reason of unsuitability or incompetence, shall not be subject to the Grievance Procedure.

13:04 Loss of Seniority

An employee shall lose his/her seniority in the event that:

- (a) he/she is discharged for just cause and is not re-instated by an

Arbitrator or under the Grievance Procedure;

- (b) he/she resigns in writing;
- (c) he/she is absent from work in excess of five (5) working days without the approval of the Manager or without sufficient cause;
- (d) he/she fails to return to work within twenty (20) working days following a layoff and after being notified by registered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of the employee to keep the Manager informed, in writing, of his/her current address. An employee who is recalled for casual work or employment at a time when he/she has employment which will continue for a greater duration than the recall period shall not lose his/her recall rights for the refusal or failure to return to work with the Employer for the duration of the recall period. Upon receipt of notice of recall, the employee shall, within five (5) working days, notify the Manager whether or not he/she will return to work;
- \* (e) he/she is laid off for a period longer than twenty-four (24) months;
- (f) employees shall have the right to refuse recall into a lower paying position or the position with less hours than his/her own without loss of seniority.

13:05

Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority while outside the unit.

An employee transferred outside the bargaining unit for longer than six (6) months shall lose all seniority in the bargaining unit.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14.01

Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post a notice of the position in accessible places in the Employer's premises for a period of not less than seven (7) working days. Copies of all postings are to be supplied concurrently to the Local President.

14:02 Information on Posting

For vacancies or new positions inside the bargaining unit such notices shall contain the following information - title of position, qualifications, required knowledge and education, skills, wage or salary rate or range and whether shift work could be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "this position is open to male and female applicants".

14:03 Procedure for Filling Vacancies

No position will be filled from outside the bargaining unit until the applications or present employees have been fully processed.

14:04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service.

Therefore, when a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position or promotion or transfer shall be given preference on a seniority basis for filling such vacancy provided the applicant's qualifications meet the required standards as advertised in the job posting.

14:05 Trial Period

The successful applicant shall assume his/her new duties on a trial basis for two (2) months. The Employer shall confirm the employee's appointment after the trial period of two (2) months, unless the Employer deems the employee's service unsatisfactory. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position wage or salary rate without loss of seniority. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to his/her former position, wage or salary rate, without loss of seniority.

14:06 Notification of Successful Applicant

Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant with a copy to the Local President.

14:07 \* Incapacitated Worker Provision

An employee who has become incapacitated by injury or illness or through advancing years, will be employed in other work which he/she can do providing a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority. An employee displaced as a result of this Clause shall have the right to bump a less senior employee provided the employee is qualified to perform the work required.

14:08 Promotions

An employee promoted to a position in a higher classification shall be paid at a step in the new pay scale which will provide the employee with an increase of at least forty cents (40¢).

ARTICLE 15 LAYOFF AND RECALL

15:01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, the following shall apply:

There shall be three (3) distinct groups ranked as follows:

- (1) Full time employees
- (2) Regular part-time employees
- (3) Seasonal and temporary employees

Each group shall be entitled to bump employees in the same group and employees from any group ranked lower as prescribed above, provided the employees are qualified to perform the work required.

15:02 Recall Procedure

Employees shall be recalled in order of seniority provided that those employees being recalled are qualified to perform the work required.

15:03 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, provided that those recalled are qualified to perform the work required.

15:04 Advance Notice of Layoff

Except where legislation is more favourable to an employee, the Employer shall notify employees who are to be laid off no less than thirty (30) calendar days prior to effective date of layoff. If through no fault of his/her own the employee has not had an opportunity to work the days of notice as provided in the Clause, he/she shall be paid wages or salary, exclusive of overtime, that he/she would have earned during the notice period.

ARTICLE 16 HOURS OF WORK AND WORK SCHEDULE

16:01 The normal work week for full time employees shall be forty (40) hours per week worked in a five (5) day period. There shall be no split shifts. Full time employees shall only work one (1) night per week, except those employees hired after November 1, 1985, who may be scheduled to work two (2) nights and the Janitor Clerk who may be required to work more than one (1) night per week.

16:02 Rest Periods

All employees shall be entitled to a fifteen (15) minute rest period in the first and second half of the shift.

16:03 \* Days Off

- (a) Days off for full time employees shall be allocated at the rate of two (2) consecutive days off per week, except for the Meat Department and Janitor Clerk who shall continue to work on their present scheduling.
- (b) Days off for part-time employees shall be allocated at the rate of two (2) days off per week, unless mutually agreed between the Employer and the employee.

16:04 Hours of Work

- (a) The employer shall post a one (1) week working schedule for all employees showing the shifts and days of work in an appropriate place at least forty-eight (48) hours in advance.
- (b) Where a full time employee's days off are changed or rescheduled after the posting of the original scheduled days off he/she shall be paid time and one-half (1 ½) for hours worked on the originally scheduled days off.
- (c) Employees may exchange shifts within departments, with the approval of the employer provided there is no increased cost to the

employer.

16:05 Hours of Work for Part-Time Employees

- (a) Part-time store employees shall not be scheduled nor called in to work for less than four (4) hours.
- (b) Where a Part-time employee's day(s) off is/are changed or rescheduled after the posting of the original scheduled day(s) off, he/she shall be paid time and one-half (1 ½) on the second or third scheduled day off or the seventh day of work , except where such hours are worked in another department pursuant to Clause 16.09.
- (c) Students under the age of sixteen (16) years shall not be scheduled to work for more than three (3) hours on a School day.

16:06 The minimum number of hours for non-student part-time employees shall be twenty (20) hours for the employee with the least seniority and thirty (30) hours for the most senior with the remaining employees scheduled in between. Employees with ten (10) years or more service will be scheduled a minimum of thirty-two (32) hours. Extra hours shall be rotated starting with the senior employee. A student part-timer will not be given more hours than any non-student part-timer over any two (2) week period.

16:07 Evening Shift or Night Premium

An employee who works any hours between 9:00 p.m. and 8:00 a.m. shall be paid by a fifty cent (50¢) per hour premium for all such hours worked except where such hours are overtime.

16:08 (a) Store Closing

Employees may be required to work up to ten (10) minutes beyond the normal closing time without pay for the purpose of clearing customers from the Store. Should the employee be required to work beyond the ten (10) minutes, then the total time worked after the closing time shall be paid for at the overtime rate of one and one-half (1 ½) times their normal rate.

\* (d) End of Shift

At the end of shift for Cashiers, it is understood that anything over ten (10) minutes shall be paid at time and one-half (1 ½) the regular rate of pay.

16.09 Distribution of Extra Available Hours

Part-time employees will have the option to work in other departments when

other employees in those departments have worked forty (40) hours or are not available for such work.

To avail of these extra hours an employee will:

1. Notify the Manager, in writing, that he/she wishes to work additional hours in other departments when such hours are available.
2. Be qualified or willing to train in other departments.
3. Work the extra hours if he/she is available.
4. Be offered extra hours on a rotating basis starting with the senior available employee.

## ARTICLE 17 OVERTIME

### 17:01 Definition of Overtime

(a) All time worked by a full time employee before or after his/her regularly scheduled daily or weekly hours shall be considered overtime.

#### (b) Approval of Overtime

All overtime is subject to the prior approval of the Manager or his/her representative designated for the place of work where the overtime is to be worked.

(c) Overtime shall be paid to part-time employees at one and one-half (1 ½) times their regular wage rate for all time worked over eight (8) hours per day and forty (40) hours per week.

### 17:02 Normal Overtime Rate

(a) The normal overtime rate shall be either pay or time off, at the rate of time and one-half (1 ½).

(b) Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee and the Manager or his/her designated representative. The employee's decision to receive time off must be conveyed to the Manager or his/her designated representative within forty-eight (48) hours of the conclusion of the overtime.

(c) The rate of all overtime worked by employee(s) on Sunday shall be at the rate of one and one half (1 ½) time for each hour of overtime

worked.

17:03 Meal Periods

All employees shall be entitled to a meal break of one (1) hour per shift except on a long day a second meal period is allowed. An employee recalled to work during his/her meal period shall be paid time and one-half (1 ½) for all time worked during the meal period, to a maximum of two (2) hours.

17:04 Sharing of Overtime

Overtime and call back shall be divided equally first in the unit and then shared equally amongst employees qualified to do the work. The units for the purpose of this Clause are:

- (1) Meat Cutting
- (2) Produce Department
- (3) Freight Department
- (4) Grocery Floor
- (5) Bakery
- (6) Deli

17:05 Call back

An employee who is called back to work outside his/her normal working hours shall be paid a minimum of three (3) hours at the applicable overtime rate.

17:06 \* Compensation for Work on Paid Holidays

If an employee is required to work on a paid holiday as listed in Clause 18:01, he/she shall be paid in addition to his/her regular holiday pay, the rate of time and one-half (1 ½) for each hour worked.

17:07 No Layoff to Compensate for Overtime

An employee shall not be laid off during regular hours to equalize any overtime worked.

17:08 Calculating of Overtime Rates

An employee who is absent on approved time off during his/her scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence with pay shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his/her regular

hours during such absence.

17:09 Overtime on an Employee's Day Off

An employee who works on his/her day off shall be paid time and one-half (1 ½) for all hours worked.

ARTICLE 18 HOLIDAYS

18:01 Paid Holidays

Employees shall receive one (1) day of paid leave for each of the statutory holidays as follows:

- (a) New Year's Day
- (b) Good Friday and Easter Sunday
- (c) Commonwealth Day
- (d) Memorial Day
- (e) Civic Holiday
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Armistice Day
- (i) Christmas Day
- (j) Boxing Day
- (k) Employee's Birthday

And any other day proclaimed as a holiday by the Provincial Federal or Municipal Governments or by the Co-op.

18:02 Compensation for Holidays Falling on Scheduled Days Off

When any of the aforementioned paid holidays fall on the employee's scheduled day off, the employee shall receive another day off with pay to be taken within sixty (60) days and on a mutually agreed date. If such time off cannot be taken within sixty (60) days, the employee will be paid one (1) day's regular pay in lieu of time off.

18:03 Paid Holiday During Leave

If an employee is sick on the day that the paid holiday is designated, the employee shall be charged for the paid holiday and there shall be no reduction from the employee's sick leave.

18:04 Holiday pay will be paid on a pro-rata basis using the following formula:

Hours worked during a four (4) week period preceding the holiday times eight (8) hours, divided by one hundred and sixty (160) hours, times regular rate

of pay, equals holiday pay.

ARTICLE 19 ANNUAL LEAVE

19:01 Length of Vacation

- (a) The maximum annual leave which an employee shall be eligible for in any year shall be as follows:

<u>Years of Service</u>	<u>Number of Days per Year</u>
After one (1) year	Two (2) weeks
After three (3) years	Three (3) weeks
After five (5) years	Four (4) weeks
After fourteen (14) years	Five (5) weeks

- (b) Employees will normally use their vacation leave credits within the twelve (12) months following the anniversary date on which they are credited.
- (c) If an employee chooses he/she may take vacation leave between January 1<sup>st</sup> and April 30<sup>th</sup> in which case:
  - (i) An employee with less than three (3) years at last anniversary date will receive two (2) extra days.
  - (ii) An employee with three (3) or more, but less than five (5) years of service at last anniversary date will receive three (3) extra days.
- (d) Employees with four (4) weeks' vacation can take one (1) week between June 1<sup>st</sup> and December 31<sup>st</sup> and three (3) weeks plus three (3) extra days between January 1<sup>st</sup> and April 30<sup>th</sup>.
- (e) Part-time employees shall be entitled to time off for vacation upon written request to the Manager, within reason. Vacation will be paid out at the rate of four percent (4%) of total earnings during the year ending April 30<sup>th</sup>. An employee who has completed five (5) or more years of service shall receive vacation pay at the rate of eight percent (8%). An employee who has completed fourteen (14) or more years of service shall receive vacation pay at the rate of ten percent (10%).

Part-time employees may choose to bank their vacation leave to be taken at a later time.

19:02 Annual leave shall not be taken except with the prior approval of the Manager. However, subject to the operational requirements of the Co-op,

the Manager shall make every reasonable effort to grant the employee his/her annual leave at a time requested by the employee.

- 19:03 An employee shall have the right to refuse to work during his/her paid vacation period. In the event that he/she is called to work during his/her vacation, he/she shall be paid one and one-half (1 ½) times his/her regular rate for such time worked which shall be in addition to his/her vacation pay. However, if he/she requests to work during his/her vacation he/she shall receive straight time pay at his/her regular rate if he/she performs his/her normal duties; otherwise he/she will be paid the straight time rate of the job he/she performs.
- 19:04 \* An employee may carry forward to the next year up to a maximum of two (2) years' leave.
- 19:05 (a) An employee who becomes ill while on annual leave may change the status of the balance of his/her leave to sick leave effective the date of notification to the Employer providing he/she produces a medical certificate confirming such illness.
- (b) In the case of an employee who is admitted to hospital while on annual leave, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital.
- 19:06 Notwithstanding Clause 22:03 part-time employees may, if they so desire, receive their vacation pay on their bi-weekly pay cheque.
- 19:07 An employee shall be permitted to take his/her vacation in whole or in part at his/her option provided that the efficient operation of the business is not substantially affected.
- 19:08 \* Selection of Vacation Dates
- In consultation with the General Manager or designate preference shall be given to full time employees for the first selection of vacation dates as per Article 19.09 to a maximum of four (4) weeks per year in each department. Regular Part-time employees shall then receive preference for vacation dates as per seniority in each Department, unless otherwise mutually agreed, to a maximum of four (4) weeks. Employees shall have the option to select Christmas and/or New Year's, but not both in each year.
- 19:09 Vacation Schedule
- Vacation schedules shall be posted by April 30<sup>th</sup> of each year and shall not be changed unless mutually agreed between the employee and the Employer. Vacation shall commence immediately following an employee's regularly scheduled days off.

ARTICLE 20 SICK LEAVE

20:01 Sick Leave Defined

Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

- 20:02 (a) The Co-operative agrees that employees who have completed their probationary period shall be entitled to sick leave on the basis of one (1) day per completed month of service accumulative to thirty (30)days.

The employees having unused sick leave to their credit at the time this Agreement is ratified will retain them and will start to accumulate sick leave on the basis of one (1) day per completed month of service effective September 1, 1990.

- \* (b) The Long Term Plan continues therefrom up to age 65 years.

All eligible employees shall participate in the Plans. The cost of the Plans to be shared fifty percent (50%) by the employee and fifty percent (50%) by the Co-operative.

- (c) Full time employees will be paid their regular wage for time during which they are absent from work due to illness or accident. It shall not be paid to any employee once he/she has become eligible for benefits under the Income Guarantee Plan or the Workers' Compensation Commission.

To be eligible for sick leave pay, the following qualifications and conditions must be met:

- (i) The employee must have at least three (3) months continuous service with the Co-operative at the time of his/her illness.
- \* (ii) The employee must notify the General Manager or designate of his/her illness within one (1) hour of his/her regular starting time each day of absence.
- \* (iii) The employee must produce proper evidence after the third day that he/she is entitled to pay during such absence if requested to do so by the Co-operative. In cases of suspected abuse or a shown pattern or sickness, management reserves the right to request a medical certificate.

20:03 \* Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all scheduled working days absent for sick leave.

20:04 Injury on Duty

An employee who is injured during working hours and is either required to leave for treatment or sent home for such injury, shall receive payment for the remainder of the shift or work day at his/her regular rate of pay without deduction from sick leave.

- \* Periods of leave under this Clause shall be recognized as service for the purpose of entitlement to lump sum payments under Article 32:02.

20:05 Sick Leave Credits for the First and Last Month of Employment

- (a) For the purpose of this Article, an employee who receives full salary or wages in respect of fifty percent (50%) or more of the working days in the first or last calendar month of his/her service computed in full or half days, shall be deemed to have a month of service.
- (b) When an employee has used the maximum of sick leave which may be awarded to him/her in accordance with this Agreement, he/she may, if he/she so desires, to proceed on annual leave, including current and accumulated leave, if he/she is eligible to receive such leave and if not, on special leave without pay.

20:06 Sick Leave Records

Upon signing of this Agreement and in January of each year, the Employer shall advise each employee of the amount of sick leave accrued to his/her credit and the number of days of sick leave taken by him/her up to and including the previous 31st day of December.

20:07 Sick Leave Credits for the First and Last Month of Employment

For the purpose of this Article, an employee who receives full salary or wages in respect of fifty percent (50%) or more of the working days in the first or last calendar month of his/her service computed in full or half days, shall be deemed to have a month of service.

- 20:08 (a) Regular part-time employees shall be entitled to eighty (80) hours per contract year to a maximum accumulation of two hundred and forty (240) hours.
- (b) Students shall be given forty (40) hours per contract year for the purposes of sick leave.

20:09 Upon retirement or store closure, an employee shall be paid for fifty percent

(50%) of his/her accrued sick leave to a maximum of fifteen (15) days.

## ARTICLE 21 LEAVE OF ABSENCE

### 21:01 Negotiation Pay Provision

Representatives of the Union not to exceed three (3) employees shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on or take part in negotiation meetings.

### 21:02 Grievances and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or benefits when required to leave their employment temporarily in connection with the Grievance or Arbitration Procedure.

### 21:03 Leave of Absence for Union Business

(a) Upon written request by the Union to the Manager, the Co-operative agrees to grant a leave of absence to a total of twelve (12) days per contract year for the whole bargaining unit with pay at regular rates of pay to employee (s) in the bargaining unit who are selected by the Union to attend Union functions. The Union agrees that reasonable notice shall be given in advance of such leave.

(b) Additional leave to a maximum of fifteen (15) days unpaid leave per contract year shall be granted by the Manager subject to written request and not more than two (2) employees be absent on such leave at a time.

### 21:04 Leave of Absence for Full Time Union Representatives

An employee who is selected or elected for a full time position with the Union or any Body with which the Union is affiliated shall be granted leave of absence without loss of seniority or accrued benefits for a period of one year. Such leave shall be renewed each year, on request, during his/her term of office.

### 21:05 Paid Bereavement Leave

An employee shall be entitled to bereavement leave without loss of pay as follows:

- \* (a) (i) In the case of the death of an employee's spouse, common-law spouse, child or child of common-law spouse, five (5) days.
- (ii) In the case of the death of an employee's mother, father,

brother, sister, legal guardian, grandmother, grandfather, mother-in-law, father-in-law, grandchild, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or near relative living in the same household, five (3) days.

- \* (b) In cases where travel or funeral circumstances prevail, the General Manager or designate shall grant three (3) additional days other than those referred to in Clause 21:05 (a) and (b).

21:06 Maternity/Paternity/Adoption Leave

- \* (a) The commencement and termination of an employee's unpaid maternity/paternity/adoption leave shall be a matter of negotiation between the employee and the Employer. The commencement date of maternity leave shall be determined as soon as possible after the employee is aware of their pregnancy with the employee's request not be unreasonably denied. An employee is entitled to a maximum of seventy-eight (78) weeks maternity/paternity/adoption leave under this Clause.

- (b) The Employer reserves the right to require an employee to commence maternity leave prior to the time specified in Clause 21:01 if the state of her health becomes incompatible with the requirements of her job.

- (c) (i) The employee shall resume his/her former position and salary upon return from maternity/paternity/adoption leave with no loss of accrued benefits.

- (ii) Employees while on maternity/paternity/adoption leave shall continue to accumulate service for seniority purposes including promotions, layoffs and recalls.

- (d) Periods of maternity/paternity/adoption leave in excess of twenty (20) days in any year shall not be recognized for annual leave or sick leave purposes.

- (e) An employee on maternity/paternity/adoption leave may return to duty after two (2) weeks' notice of her intention to do so on submission of a satisfactory certificate of fitness from her physician.

- (f) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.

- \* (g) Periods of leave under this Clause shall be recognized as service for the purpose of entitlement to lump sum payments under Article 32:02.

21:07 Paid Jury or Court Witness

- (a) The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as juror or witness in any Court. Any remuneration the employee receives from the Courts will be over and above his/her pay and benefits from the Employer.
- (b) Any employee who is subpoenaed to be a juror and is subsequently not picked will be covered by this Article.

21:08 Education Leave

- (a) An employee who has completed five (5) years of service shall be granted educational leave to attend a full time course of studies to a maximum of twenty-four (24) months without pay.
- (b) Employees while on unpaid educational leave shall continue to accumulate seniority.
- (c) In the event that the Employer provided a training opportunity for an employee to upgrade his/her employment qualifications, the employee shall be entitled to leave of absence without loss of pay or benefits.

21:10 General Compassionate Leave

With the approval of the Employer, an employee may be granted leave of absence without pay for compassionate reasons and shall continue to accumulate seniority for up to one (1) year.

21:11 Family Leave

The Employer recognizes the importance of the family and family life, therefore, it is agreed that employees shall be allowed leave of absence for four (4) days per year with pay and without loss of seniority and benefits for the following reasons:

<u>Reasons</u>	<u>Leave of Absence</u>
Marriage of employee's child, brother, or sister	Day of Wedding
Birth or adoption of employee's child or placement of foster child in employee's home	Maximum of 3 days
Employee's marriage	Maximum of 3 days

- \* Serious fire or flood in employee's home                      Maximum of 4 days
  
- Moving employee's household      Maximum of 1 day per year
  
- \* Illness of a sick family member living in the same household or the employee's mother, father, mother-in-law father-in-law, or child not necessarily living in the same household                      Maximum of 4 days per year
  
- \* In the event of an emergency, the General Manager or designate shall not unreasonably deny the request of up to the maximum time of one (1) shift to be used under this Article.

21:12 \* Unpaid Leave

- (a) Subject to the operational requirements of the Employer's operations and the availability of replacement staff and upon written request, an employee who has completed three (3) years of service shall be granted unpaid leave to a maximum of twelve (12) months. While on such leave employees shall continue to accumulate service for seniority purposes only, unless they would have been laid off. The minimum amount of unpaid leave an employee may take under this Clause is one (1) week.
- (b) An employee who is returning prior to the expiration of extended unpaid leave shall provide two (2) weeks notice to the Employer.
- (c) The Employer will allow a maximum of two (2) employees at a time to be out on unpaid leave.
- (d) Request for increase of numbers of individuals and/or the extension to the length of the leave of absence will be given consideration, taking into account operational requirements.
- (e) The Employer may grant leave of absence without pay for other reasons, which in the opinion of management are legitimate, at their discretion.
- (f) Any unpaid leave must have final approval of the Store Manager.
- (g) Any leave of absence granted under this Clause will not affect an employee's seniority rights or his employee benefits, provided the employee maintains his regular contributions to the plans. The employee will pay one hundred percent (100%) of the cost of the plan

during such leave.

## ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

### 22:01 Availability of Salary Cheques

It is agreed that the Employer shall continue to pay salaries every two (2) weeks. Overtime pay will be included in the regular pay cheque for the pay period next succeeding the pay period during which the overtime was earned. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other payroll deductions.

### 22:02 Pay on Temporary Transfers, Higher Rated Job

- (a) An employee required to fill temporarily a position for which is paid a higher rate of salary than that paid for the employee's regular agreed work shall receive the rate of pay for the position filled. This will apply only to the extent that the employee fills that position for a minimum of one (1) of his/her normal work days. Employees shall not be rotated in temporary assignments to avoid payment of temporary assignment rate of pay.
- (b) An employee required to fill a position for which is paid a lower rate of salary than that paid for such employee's regular work shall not receive any reduction in pay for reason thereof.

### 22:03 Vacation Pay

An employee with more than one (1) year of service or an employee who has earned at least two (2) weeks' vacation, upon giving at least two (2) weeks' notice prior to the pay day preceding the office day on which he/she wishes to receive his/her advance payment, shall receive prior to commencement of his/her annual vacation any regular pay cheque (s) which may fall due during his/her vacation.

### 22:04 Transportation

When, in the course of his/her duty, an employee is required by the Employer to travel on the Employer's business, transportation shall be provided by the Employer or the Employer may require the use of the employee's own vehicle with reimbursement at the rate of thirty-three (33) cents per kilometre. Employees have the right to refuse to utilize their own vehicles for the Employer's business.

## ARTICLE 23 STRIKES AND LOCKOUTS

23:01 The Union agrees that during the life of this Agreement there shall be no strikes, work stoppages or slowdowns. The Employer agrees that there shall be no lockouts during the life of this Agreement.

#### ARTICLE 24 TERMINATION OF EMPLOYMENT

24:01 Employees shall give the Employer ten (10) working days' notice of their intention to terminate their employment.

24:02 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.

24:03 The period of notice may be reduced or eliminated by mutual agreement.

24:04 Upon termination of service an employee shall receive pay for all his/her earned current and accrued leave not taken by him/her prior to the date of termination of his/her service provided however, that any indebtedness to the Employer may be deducted from such payment.

#### ARTICLE 25 EMPLOYEE BENEFITS

##### 25:01 Group Life and Extended Health Benefits Plan

(a) The Plan presently in effect shall remain in effect during the term of this Agreement.

(b) While an employee is in receipt of wages from the Employer, the Employer will pay fifty percent (50%) of the premiums of the Plan and the employees will pay fifty percent (50%)

(c) When an employee is on maternity/paternity/adoption leave, unpaid sick leave or layoff, the employee will pay the full cost of the Plan in order to maintain coverage while on such leave. When an employee is on other types of unpaid leave then the employee may pay the full premium in order to maintain coverage while on such leave.

##### (d) Dental Plan

The Employer shall initiate a Dental Plan for employees. While an employee is in receipt of wages from the Employer the Employer shall pay fifty percent (50%) of the premiums of the Plan for all employees and the employees shall pay fifty percent (50%).

All full time employees and part-time employees regularly working fifteen (15) or more hours per week are eligible for coverage.

Seventy-five percent (75%) of eligible employees in the bargaining unit must join at the outset and all new eligible employees must join the Plan as a condition of employment.

Any employee who opts out not to join at the outset for other than the above reasons who later wishes to have such coverage will be restricted in the type of claim that can be made during the first two (2) years of coverage.

Except as provided above, once an employee joins the Plan, he/she must maintain such coverage as long as he/she continues to be employed.

An employee who is laid off may keep coverage in effect for up to six (6) months by paying the full premium (both Employer and employee's share) at least one (1) month in advance, otherwise coverage is suspended effective thirty (30) days after commencement of layoff.

An employee who returns to work within six (6) months of layoff will have his/her coverage re-instated immediately.

An employee who return to work after six (6) months or more of layoff will be subject to the same waiting period as a new employee.

Students shall be excluded from the Plan.

25:02

Injury on Duty Leave/Worker's Compensation

- (a) Subject to Article 25:02 (c), an employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall report the matter to his/her supervisor and the employee shall be placed on injury on duty. Pending a settlement of the insurable claim, the employee shall continue to receive full pay and benefits of this Agreement, subject to necessary adjustments. Payments under this Clause shall not be deducted from an employee's accumulated sick leave credit unless the claim is denied by the Workplace Health, Safety and Compensation Commission.
- (b) For the purposes of this Article, Injury on Duty Leave is the amount that would be determined by the Workplace Health, Safety and Compensation Commission in accordance with the Workplace Health, Safety and Compensation Act.
- (c) An employee, with the assistance of the appropriate Manager, who is injured on duty shall submit a written report, using the Workplace Health, Safety and Compensation Commission's prescribed forms

which shall be supplied by the Employer.

- (d) Upon receipt of Workplace Health, Safety and Compensation benefits, an injured employee shall be placed on special leave without pay. Employees on such leave shall continue to accumulate service for seniority but periods of such leave in excess of twenty (20) days in any year shall not be recognized for annual leave or sick leave purposes.

\*  
Periods of leave under this Clause shall be recognized as service for the purpose of entitlement to lump sum payments under Article 32:02.

- (e) Special leave without pay shall cease when employees return to work with the clearance of a medical practitioner or a disability award is made.
- (f) An employee confirmed as being unable to perform the regular duties of his/her classification as a result of injury on duty will be employed in other work he/she can do provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. This Article does not reduce the Employer's and Union's obligation to facilitate the return of the employee to his/her pre-injury position.

25:03      Pension Plan

The Employer shall continue to provide to employees the option to join the present Pension Plan with the employee's five percent (5%) contribution being matched by the Employer's five percent (5%) contribution.

25:04 \*      Employee Benefits - Regular Part-Time Employees

(a)      Group Life Insurance

Base on multiples of previous calendar year's gross earnings to the nearest thousand dollars. Employees with dependents will be covered for two (2) multiples; employees without dependents for one (1) multiple. Includes double indemnity for accidental death and dismemberment.

(b)      Long Term Disability

As in (b) above, except effective after one (1) year from date of commencement of absence due to disability.

- (c) Premiums for above benefits are shared equally by the employee and the Co-op.

- (d) Dental  
Same coverage as for full time employees with premiums cost shared on a 50/50 basis.
- (e) Extended Health (Blue Cross)  
Same coverage as for full time employees with premiums cost shared on a 50/50 basis.
- (f) Any future increases in premiums for the above benefits will be shared on the same basis.
- (g) Employees must elect to take the coverages within thirty (30) days of becoming eligible (within thirty (30) days of signing this Agreement for current employees and within thirty (30) days of completing the probationary period for new employees). Otherwise, if the employee wishes to take coverage later he/she will be subject to restrictions the same as or similar to those in Clause 25:01 (d) above. Once an employee elects coverage under any of the above plans, he/she must maintain it as a condition of employment.
- (h) In addition, all regular part-timers who have completed the probationary period will be eligible to join the Pension Plan. Contributions of five percent (5%) will be matched by the Co-op. While membership in the Plan is voluntary at any time, once the employee joins the Plan, he/she must remain in it as a condition of employment.
- (i) Group Life, Short Term and Long Term Disability must be taken as a package. The Dental, Blue Cross and Pension Plan can be taken separately.

## ARTICLE 26 TECHNOLOGICAL CHANGE

### 26:01 Advance Notice

Before the introduction of any technological change or new method of operation which will affect the rights and benefits of an employee as provided for under this Collective Agreement, the Co-op will notify the Union of the proposed change.

### 26:02 Consultation

Meetings will be arranged between the Co-op and the Union within ninety (90) days of the Co-op's notification to the Union for the purpose of consulting on the effect to result from the change or to discuss training

needs.

26:03 Training Benefits

In the event that the Co-op should introduce new methods or machines which require new or greater skills than those possessed by employees who are employed in the operation being changed and where such employees would otherwise be laid off, then training shall be provided for employees affected. A reasonable period of time shall be allowed for employees taking such training. Where required, leave for such training shall be with pay.

- (a) Where an affected employee elects not to avail of training as provided for under Clause 26:03, the Co-op agrees that, where possible, the effect on the employee of changes contemplated by Clause 26:01 will be minimized by transfer or re-assignment within the employ of the Co-op, provided work is available and provided the employee is qualified to perform the work required.
- (b) An employee who is transferred or re-assigned in accordance with (a) above, will have not suffered any reduction in his/her regular salary, unless such employee has refused, without giving reasons acceptable to the Co-op, to avail of training in accordance with Clause 26:03.

26:04 No New Employees

No new employee(s) will be hired by the Co-op to replace any employee(s) affected by the technological change or new method of operation until the employee(s) already employed, and affected by the change have been notified and allowed an opportunity to retrain in accordance with Clause 26:03

ARTICLE 27 EFFECT OF LEGISLATION

27:01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence, and either party, upon notice to the other, may re-open the pertinent parts of the Agreement so that the portion thus invalidated may be amended as required by law.

ARTICLE 28 CONTRACTING OUT

28:01 The Employer shall not contract out bargaining unit work that is presently

done by employees.

ARTICLE 29 PROTECTIVE CLOTHING

- 29:01 (a) The Employer shall issue every second year and not later than October 31st. to Truck Driver/Warehouse Supervisor and Warehouse/Clerk, upon the return of the winter parkas and pants:
- two (2) pairs of winter gloves
  - one (1) winter parka
  - one (1) pair winter pants
- (b) Two (2) winter coats (medium size) and two (2) pairs gloves to be used by all employees for receiving stock.
- (c) The Employer shall provide two (2) uniforms to all employees. Required alterations to employees uniforms excluding cuffing shall be paid by the Employer. Employees shall receive six dollars and fifty cents (\$6.50) per months as consideration for laundering and maintaining their uniforms.
- \* (d) The Employer shall provide a couple of coats of various sizes in the Dairy Cooler for use by employees on an as needed basis.

29:02 Safety Clothing

The Employer shall supply each of the following employees with one (1) pair of safety boots to be used in the performance of their duties and these boots shall be replaced as required, but not less than once each year, upon the return of the used items:

Janitor  
Truck Driver  
Warehouse Supervisor  
Warehouse Clerk  
Meat Room Staff

29:03 The Employer agrees to provide maternity clothing style uniforms for employees as required.

29:04 The Employer will provide winter jackets, hat and Mitts to employees for the purpose of retrieving carts for the outside.

ARTICLE 30 AMENDMENT BY MUTUAL CONSENT

30:01 It is agreed by the parties to this Agreement that any provision in this

Agreement, other than the duration of Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

ARTICLE 31 TRAVEL ON EMPLOYER'S BUSINESS

- 31:01 For each full day on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities shall be as follows:
- \* (a) Forty-three dollars seventy cents (\$43.70) per day:
    - Breakfast - eight dollars (\$8)
    - Lunch - fourteen dollars (\$14)
    - Dinner - twenty-one dollars seventy cents (\$21.70)
  - (b) In areas where the cost of meals is likely to exceed these rates, vouchered expenses may be submitted.
- 31:02 For travel on the Employer's business for less than one (1) day, the appropriate meal allowance shall apply.
- 31:03 An employee shall be entitled to one (1) long distance, five (5) minute, telephone call for every three (3) days of overnight travel.
- 31:04 An employee required to travel on the Employer's business shall be deemed to be working for the Employer.
- 31:05 Transportation costs will be reimbursed subject to receipts submitted.

ARTICLE 32 SALARIES

32:01 \* Salaries as set out in schedule "1":

Effective Date

November 1, 2019	2.5%
November 1, 2020	2%.
November 1, 2021	2%
November 1, 2022	2%.

Students will be increased to the rate of \$12.00 effective November 1, 2019

In addition, all employees shall receive 9.5% of any savings in excess of \$250,000.00 each year.

Each employees will receive a signing bonus of two hundred and seventy-five dollars (\$275.00) upon signing of the Agreement.

Each student will receive a signing bonus of one hundred dollars (\$100.00) upon signing of the Agreement.

### ARTICLE 33 NORTHERN ALLOWANCE

#### 33:01 Full-Time Employees Allowance

	<u>Single</u>	<u>Dependant</u>
November 1, 2012	\$2,250	\$4,500

Travel Allowance: \$350 per employee plus \$350 per dependant.

33:02 Northern benefits will be divided pro rata to regular part-timers. Student part-timers will be paid thirty-five cents (35¢) per hour.

### ARTICLE 34 JOB CLASSIFICATION

#### 34:01 Job Classification

Any job classifications which may be established during the life of this Agreement and not negotiated on during the period of negotiations of this Agreement shall be subject to negotiations between the Employer and the Union during the term of this Agreement. If the parties hereto fail to reach agreement during such negotiations, the matter may be submitted by either party for a decision to an Arbitrator in accordance with the provisions of Article 9 of this Agreement.

#### 34:02 No elimination of Present Classifications

Existing classifications shall not be eliminated without prior agreement with the Union.

#### 34:03 Changes in Classification

The Co-operative agrees that any change in job classifications will be discussed with the Union prior to permanent implementation and may be subject to the Grievance Procedure.

ARTICLE 35 CROSSING OF PICKET LINES DURING STRIKE

35:01 An employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

ARTICLE 36 PAST PRACTICE

36:01 The Employer agrees to continue any past benefits employees received up to November 1, 1985, which are not included and are greater than those provided in the Collective Agreement.

ARTICLE 37 SAFETY AND HEALTH

37:01 The Co-op agrees to continue to maintain reasonable provisions for the safety and health of its employees in the store during the hours of employment and to provide an accident prevention program with reference to accident hazards where the safety of an employee might be endangered. The Co-op also agrees to abide by the provisions of the Newfoundland Occupational Health and Safety Act.

37:02 It is the responsibility of the employee to observe and to wear and use safety equipment according to instructions and to immediately advise the Health and Safety Committee of any unsafe working conditions.

37:03 Failure to use safety equipment provided by the Co-op is a serious offence subject to disciplinary action.

37:04 There shall be an Occupational Health and Safety Committee set up in accordance with the Occupational Health and Safety Act comprised of two (2) Union and two (2) Management persons. Members of the Union shall suffer no loss of wages or benefits for attending Occupational Health and Safety Meetings.

ARTICLE 38 POLYGRAPH TEST

38:01 No member of the bargaining unit will be forced to submit to a polygraph test by the Co-op.

38:02 The Employer shall not install any hidden cameras without first notifying the Labour Management Committee. Information obtained from such equipment shall not be used as evidence in disciplinary matters, except in cases of fraud or theft.

ARTICLE 39 REST AND LUNCH ROOMS

39:01 Adequate rest and lunch room(s) shall be provided in the store and shall be heated, ventilated and maintained in a sanitary condition. Employees will cooperate with the Co-op in maintaining the rest and lunch room(s) in a clean, sanitary condition.

ARTICLE 40 SEVERANCE PAY

40:01 (a) Where the Co-operative terminates the employment of an employee who has completed five (5) consecutive years' service or more and the termination was not a dismissal for "cause", the Co-operative will pay to the employee one (1) week's pay at his/her current rate for each full year of service to a maximum of twenty-five (25) weeks.

(b) An employee who would qualify under the above except he/she is laid off rather than having his/her employment terminated, will qualify once his/her seniority rights expire.

(c) An employee age fifty-five (55) or older who is laid off may take his/her severance pay at any time prior to or upon expiry of his/her seniority and, in so doing, forfeits further seniority rights. He/she may, in addition, take early retirement, subject to the terms and conditions of the Co-operative Pension Plan.

40:02 It is understood that the severance allowance will not be paid when the employee:

(a) resigns voluntarily;

(b) is laid off prior to age fifty-five (55) and has seniority rights;

(c) is dismissed for just cause and this is not reversed through the Grievance Procedure;

(d) has reached normal retirement age under the Co-operative Pension Plan

(e) prior to age fifty-five (55) is offered other employment within the Co-operative which is suitable in relation to his/her qualifications, experience, age, etc.

40:03 (a) The date of payment shall be as required by the employee, but in no case will it be later than twelve (12) months after the employee's last day with the Co-operative.

- (b) It is agreed that the allowance the employee qualifies for will be paid to the employee, his/her beneficiary or estate as the case may be.

#### ARTICLE 41 DURATION

41:01 \* Duration

This Agreement shall be effective from November 1, 2019, and shall remain in full force and effect until October 31, 2023, or until a new Collective Agreement is signed by the parties, whichever is the latter.

41:02 Notice to Negotiate

Either party may give notice to terminate or amend the Agreement not more than one hundred and twenty (120) calendar days prior to the date of expiration.

41:03 Notice of Changes

Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt of notice under Clause 30:01 give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

SCHEDULE OF JOB CLASSIFICATIONS AND PAY RANGES

	<b>Effective Date</b>	<b>Start</b>	<b>3 Months</b>	<b>6 Months</b>	<b>12 Months</b>	<b>18 Months</b>	<b>24 Months</b>
Full Time General Clerk/Cashier	Current	\$16.45	\$17.12	\$18.08	\$18.48	\$19.67	\$21.30
	Nov. 1/19 - 2.5%	16.86	17.55	18.53	18.94	20.16	21.83
	Nov. 1/20 - 2%	17.20	17.90	18.90	19.32	20.56	22.27
	Nov. 1/21 - 2%	17.54	18.26	19.28	19.71	20.97	22.72
	Nov. 1/22 - 2%	17.89	18.63	19.67	20.10	21.38	23.17
Meat Cutter Cashier/Clerk Super Warehouse Super. Producer/Op erator Delicatessen Super. Bakery Supervisor	Current	\$16.45	\$17.12	\$18.08	\$18.88	\$20.47	\$22.12
	Nov. 1/19 - 2.5%	16.86	17.55	18.53	19.35	20.98	22.67
	Nov. 1/20 - 2%	17.20	17.90	18.90	19.74	21.40	23.12
	Nov. 1/21 - 2%	17.54	18.26	19.28	20.13	21.83	23.58
	Nov. 1/22 - 2%	17.89	18.63	19.67	20.53	22.27	24.05
Grocery-Meat Supervisor	Current	\$16.45	\$16.92	\$18.75	\$22.09	\$23.73	\$25.36
	Nov. 1/19 - 2.5%	16.86	17.34	19.22	22.52	24.33	25.99
	Nov. 1/20 - 2%	17.20	17.69	19.60	22.97	24.82	26.51
	Nov. 1/21 - 2%	17.54	18.04	19.99	23.43	25.32	27.04
	Nov. 1/22 - 2%	17.89	18.40	20.39	23.90	25.83	27.58
Part-time Meat Cutter	Current	\$16.45	\$17.12	\$18.08	\$19.60	\$20.47	\$21.31
	Nov. 1/19 - 2.5%	16.86	17.55	18.53	20.09	20.98	21.84
	Nov. 1/20 - 2%	17.20	17.90	18.90	20.49	21.40	22.28
	Nov. 1/21 - 2%	17.54	18.26	19.28	20.90	21.83	22.73
	Nov. 1/22 - 2%	17.89	18.63	19.67	21.32	22.27	23.18

Part-time General Clerk/Cashier	Current	\$16.45	\$17.12	\$18.08	\$18.48	\$18.73	\$19.44
	Nov. 1/19 - 2.5%	16.86	17.55	18.53	18.94	19.20	19.93
	Nov. 1/20 - 2%	17.20	17.90	18.90	19.32	19.58	20.33
	Nov. 1/21 - 2%	17.54	18.26	19.28	19.71	19.97	20.74
	Nov. 1/22 - 2%	17.89	18.63	19.67	20.10	20.37	21.15
Student Part-time - Cashier/Clerk Packer	Current	\$11.71					
	Nov. 1/19	12.20					

LETTER OF INTENT

April 24, 2020

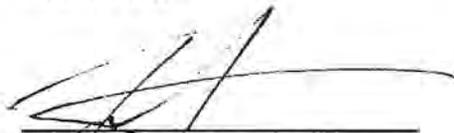
Newfoundland & Labrador Association  
of Public & Private Employees  
PO Box 8100  
St. John's NL A1B 3M9

Dear Sir:

RE: Clothing and Effects

The Management of the Co-operative agrees to consider any damage done to the employee's personal clothing and effects while performing work for the Co-operative on the Co-operative's premises. Should it be determined that the damage was unavoidable and not the fault of the employee, the Co-operative would agree to some type of compensation satisfactory to both the employee and the Co-operative.

Yours truly,



Terrington Co-operative

LETTER OF INTENT \*

April 24, 2020

Newfoundland & Labrador Association  
of Public & Private Employees  
PO Box 8100  
St. John's NL A1B 3M9

Dear Sir:

RE: Doctor and Dental Appointments

Employees shall be allowed two (2) hours off with pay during regular work hours for doctor and dental appointments to a maximum of six (6) appointments per year. The employee shall provide at least forty-eight (48) hours' notice of said appointment to the Manager or his/her appointee.

Employees may be allowed to take sick leave to engage in personal preventative medical and dental care. Leave beyond the six (6) appointments above shall be deducted from sick leave in accordance with Article 20:03.

Yours truly,



Terrington Co-operative

LETTER OF INTENT

April 24, 2020

Newfoundland & Labrador Association  
of Public & Private Employees  
PO Box 8100  
St. John's NL A1B 3M9

Dear Sir:

RE: Seniority

Seniority for employees starting on the same day will be decided by flipping a coin.

Yours truly,



Terrington Co-operative

LETTER OF UNDERSTANDING

BETWEEN

TERRINGTON CONSUMERS CO-OPERATIVE ASSOCIATION LTD.

AND

NEWFOUNDLAND & LABRADOR ASSOCIATION  
OF PUBLIC & PRIVATE EMPLOYEES

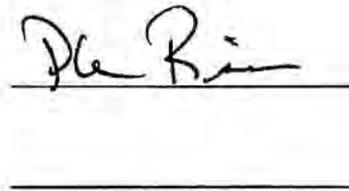
The Grocery, Produce, Meat and Warehouse, Delicatessen and Bakery Supervisors, while members of the bargaining units, are responsible for the work to be done in their areas. They use their technical skills and those of employees reporting to them to achieve acceptable results in terms of quality and quantity of work. They evaluate performance of their employees. Where an employee's performance or behaviour is unsatisfactory, they report it to the Manager. They are not expected to decide the type or degree of discipline to be imposed.

Signed this 27<sup>th</sup> day of April, 2020. *IC*  
*PR*

FOR THE CO-OPERATIVE:

  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

TERRINGTON CONSUMERS CO-OPERATIVE ASSOCIATION LTD.

AND

NEWFOUNDLAND & LABRADOR ASSOCIATION  
OF PUBLIC & PRIVATE EMPLOYEES

It is understood that in Clause 21:11 of the Collective dealing with Family Leave, the "four (4) days" referred to in the first paragraph is the combined maximum per contract year of paid leave for the reasons listed immediately below that paragraph.

(b) regular non-student part-timers will be eligible for the same number of days as full time employees but a daily rate to be calculated in the same way as statutory holiday pay under Clause 18:04.

To remove any uncertainty, it is understood that "family" shall include those family members identified in Article 21:05 - Paid Bereavement Leave - provided such family members live in the same household.

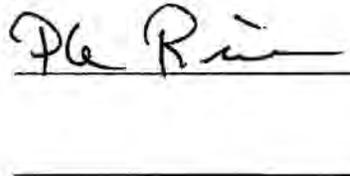
Signed this 27<sup>th</sup> day of April, 2020 <sup>20</sup><sub>PR</sub>

FOR THE CO-OPERATIVE:



\_\_\_\_\_

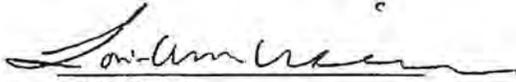
FOR THE UNION:

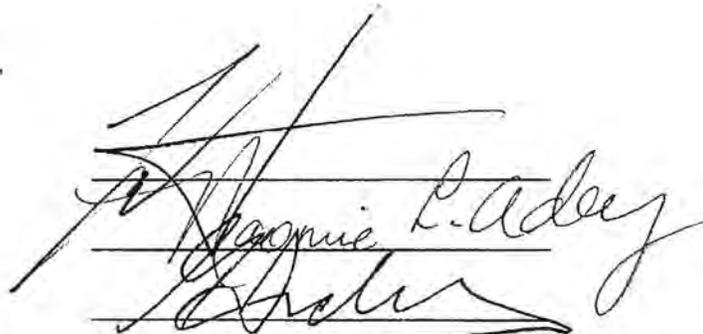
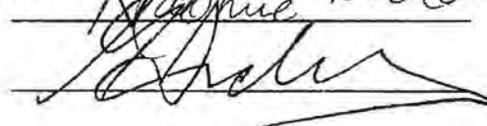


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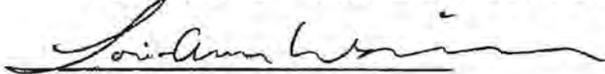
IN WITNESS WHEREOF the parties hereto have executed this Agreement this 20 day of April, 2020.

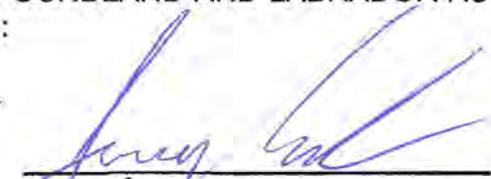
SIGNED ON BEHALF OF THE TERRINGTON CONSUMERS CO-OPERATIVE ASSOCIATION LTD.:

  
WITNESS

  
Maggie L. Adey  
  
\_\_\_\_\_

SIGNED ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES:

  
WITNESS

  
  
Gail Elliott  
He Ri  
\_\_\_\_\_