

**COLLECTIVE AGREEMENT**

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS LOCAL UNION 278W ONTARIO

AND

LA CO-OPERATIVE DE POINTE-AUX-ROCHES (COTTAM, OLDCASTLE)

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THIS AGREEMENT ENTERED INTO BETWEEN

United Food and Commercial Workers Local Union 278W, Ontario affiliated with the Canadian Labour Congress (hereinafter called the "Union").

- and -

La Co-operative de Pointe-aux-Roches branches located in Cottam and Oldcastle, Ontario (hereinafter called the "Cooperative").

ARTICLE 1                   PURPOSE

- 1.01    This Agreement is entered into by the parties hereto, in order to provide for orderly collective bargaining relations between the Co-operative and those employees who come within the bargaining unit as hereinafter set forth.
- 1.02    It is the desire of all parties to this Agreement to co-operate and maintain harmonious relations between the Co-operative and its employees, and to provide an amicable method of settling differences or grievances having to do with the interpretation or violation of this Agreement.

ARTICLE 2                   RECOGNITION

- 2.01    The Co-operative recognizes that the Union is the sole and exclusive bargaining agent of all employees of La Co-operative de Pointe-aux-Roches at Cottam and Oldcastle Ontario, save and except Supervisors, persons above the rank of Supervisor and sales staff.

ARTICLE 3                   UNION SECURITY

- 3.01    The Cooperative agrees that all eligible employees shall become and remain members in good standing with the Union. For purposes of this Agreement, membership and good standing requirements shall be satisfied by the payment of the regular prescribed initiation fee, monthly dues and any assessments or fines levied by the Union.
- 3.02    The Cooperative agrees to deduct initiation fees, monthly dues, special assessments and fines as specified by the Union from employees covered by this Agreement. The Co-operative shall remit such monies so deducted to the Treasurer of the local Union no later than the 15<sup>th</sup> of the following month.  
The Co-operative agrees, at the time of making such remittance to the local Union, to specify the employees from whose pay the deductions were made, The names of employees who have been terminated, hired or laid-off will also be reported on this list.

- 3.03 The Union agrees that employees, during the probationary period, will not be required to join the **Union** and will not be entitled to the grievance and arbitration provisions of this Agreement.
- 3.04 The Co-operative agrees to deduct **bi-weekly** Union dues (and dues only) from employees including seasonal employees during the probationary period.
- 3.05 The Co-operative will supply to the Union a list of the supervisory personnel who are classified as supervisors.
- 3.06 The **Cottam** and Oldcastle Branch Managers and the Crop Salesperson(s) may perform bargaining unit work. When an employee on the seniority list is on lay-off, these supervisors performing bargaining unit work shall then be restricted to:
- a) Cases of urgent or emergency conditions; or
  - b) For the purposes of demonstrating, or training; or
  - c) Occasionally relieve an employee for a short period; or
  - d) When a seniority employee is not available due to being late for work, or is absent from work; or
  - e) When a seniority employee on lay-off is not available for work; or
  - f) to handle unexpected customer demand.
- 3.07 If the Union Steward feels that Section 3.06 is not being observed, he shall have the right to meet with the **Cottam** or Oldcastle Manager, or his nominee to discuss the issue.

#### ARTICLE 4 RELATIONSHIPS

- 4.01 The Co-operative agrees that there shall be no discrimination, interference, restraint, or coercion exercised by the co-operative or by any of its representatives, with respect to any employee because of his/her membership in, or connection with the Union.
- 4.02 The Union agrees that there shall be no intimidation, interference, restraint or coercion exercised or practised upon employees of the Co-operative by any of its members or representatives, and there shall be no meetings on company premises, except with the permission of the Co-operative.
- 4.03 The Co-operative agrees that the business agent of this Agreement may visit the premises covered by this Agreement, when necessary, to carry official Union business. The business agent will obtain the permission of the **Cottam** or Oldcastle Manager before entering the premises, and such permission shall not be unreasonably withheld.

ARTICLE 5                    DEDUCTION OF DUES

- 5.01    The Co-operative agrees to deduct **bi-weekly** dues from each pay during the life of this Agreement.
- 5.02    The co-operative agrees to deduct initiation fees from all applicable employees,
- 5.03    The Co-operative may require an **authorization** for the deduction of such dues and initiation fees.
- 5.04    The Co-operative agrees to record the annual union dues and initiation fee deductions for each eligible employee on his/her **T-4** taxation form.
- 5.05    In the event that Union dues and/or initiation fees are increased during the life of this Agreement, the Co-operative shall be given fourteen (**14**) days written notice prior to the date of such increase, advising of the revised dues **and/or** fees to be deducted from employees.
- 5.06    The Union agrees on its own behalf and on behalf of the employees it represents in this contract, that any errors, omissions or misunderstandings concerning the collections will be adjusted by the Union and the employee concerned without involving the Co-operative. The Union agrees that it will indemnify (other than legal fees) and same harmless the Co-operative, its agents **and/or** employees acting on behalf of the Co-operative from all claims, demands, actions or causes of action arising out of, or in any way connected with, the collection or attempted collection for such dues and fees.

ARTICLE 6                    MANAGEMENT RIGHTS

- 6.01    The Union acknowledges that it is the exclusive function of the Co-operative to hire, retire, promote, demote, transfer, classify and suspend employees, and also the right of the Co-operative to discipline or discharge any employee for cause; providing that a claim by an employee who has acquired seniority, that he has been discharged or disciplined without just cause, may be subject to a grievance and dealt with as hereinafter provided.
- 6.02    The Union **recognizes** the right of the Co-operative to operate and manage its business in all respects in accordance with its commitments, policies, and responsibilities; the location of its place of business; the products to be manufactured, warehoused, sold and distributed; the schedules of work; the assignment of work; the methods, processes and means to be used; the right to decide on the number of employees needed by the Co-operative at any time; the right to use improved methods and equipment; and jurisdiction over all operations, buildings, equipment and employees are solely and exclusively the responsibility of the co-operative. The Co-operative also has the right to make and alter from time to time, written rules and regulations to be observed by the employees, and agrees that this function will not be exercised in a manner inconsistent with the provision of this Agreement.

- 6.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that the breach of any of the Co-operatives written rules, or any of the provisions of the Agreement, shall be conclusively deemed to be sufficient cause for disciplinary action; provided that an employee who has acquired seniority and who claims he or she has been discharged or disciplined without just cause, shall have the right to take his or her grievance through the grievance procedures.

ARTICLE 7 NO STRIKES - NO LOCKOUTS

- 7.01 The parties agree, there shall be no strikes, walkouts, lockouts or similar interruptions from work during the term of this agreement.

ARTICLE 8 UNION STEWARDS

- 8.01 The names of the Union Steward(s) shall be given to the Co-operative in writing, and the Co-operative shall not be required to **recognize** any such Steward until it has been notified in writing by the Union of the same and the jurisdiction of the same.
- 8.02 A Steward shall be a regular, non-probationary employee with at least six (6) months service from date of hire.
- 8.03 The privilege of a Steward to leave work without loss of basic pay to attend Union business is granted on the following conditions:
- a) Such business must be between the Union and Management; and
  - b) Steward(s) will not absent themselves from their regular duties for more than two (2) hours per week in order to deal with grievances of employees or other Union business. The time limit may be extended by mutual consent of both parties; and
  - c) The time shall be devoted to the prompt handling of necessary Union business; and
  - d) The Steward(s) concerned shall obtain the permission of his or her Supervisor before leaving his or her work. Such permission shall not be unreasonably withheld.
- 8.04 a) A leave of absence without pay, may be granted to a Steward to be absent from work on Union business, provided the Co-operative received one (1) week's notice in writing of such absence. Such leave of absence shall not exceed five (5) days duration and not more than one Steward shall be permitted to be absent at any one time. The five (5) day's duration shall not apply during negotiations nor arbitration proceedings.

b)The stewards will be granted two (2) days (subject to the same notice period referred to in 8.04 a) in each calendar year for the purpose of attending local executive meetings and such time will be taken without loss of company pay.

c)Each steward will receive company pay for two (2) days spent during contract negotiations.

## ARTICLE 9 GRIEVANCE PROCEDURES

9.01 The parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

9.02 An employee may discuss problems orally with his supervisor in an attempt to seek a solution prior to the commencement of the formal grievance procedure.

Formal grievances properly arising under this Agreement, shall be settled as follows:

a)The aggrieved employee shall present in writing and discuss his/her grievance with his immediate Supervisor. Such written grievances shall contain the date, place, name of the griever and the subject matter of the grievance. The griever may be accompanied by a Steward if he/she so desires. If a satisfactory settlement is not reached within three (3) working days, the Supervisor shall present his decision in writing within three (3) working days from the day it was presented to him, and the next step of the procedure may be invoked.

b)Within three (3) working days thereafter, the aggrieved employee shall meet with and present his grievance in writing to the Cottam or Oldcastle Manager, or his nominee. He shall have the assistance of a Steward. The Cottam or Oldcastle Manager, or his nominee, is to render his decision in writing to the griever or his representative within three (3) working days from the day it was presented to him.

c)If a settlement is not arrived at between the employee and the Cottam or Oldcastle Manager or his representative, within three (3) working days thereafter, the aggrieved employee, accompanied by a Steward and a representative of Local 278W, may meet with and present his grievance in writing to the General Manager. The General Manager, or his nominee, is to render his decision in writing to the parties involved within ten (10) working days of the presentation of the grievance to him.

d)Presentations of grievances at the second and/or third step of the grievance procedure shall be conducted at Cottam or Oldcastle.

9.03 If the final settlement of the grievance is not completed within the time limits set above, the grievance may be referred by either party to arbitration within ten (10) working days from the completion of 9.02(c).



- 9.04 It is understood that management may bring forward at any meeting held with the Union Steward(s), any complaint with respect to the conduct of the Union, its Officers or Steward(s), and that if such complaint by the management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of any employee.
- 9.05 The Co-operative agrees that the Union may bring forward grievances involving more than one (1) employee, and that such grievances shall be dealt with as provided in the above grievance procedures,
- 9.06 Discipline involving loss of pay and grievances of a policy nature as outlined in Section 9.05, shall commence at the second step of the grievance procedures.
- 9.07 A Union Steward shall be present at meetings between management and employees when written reprimands are to be presented by management to such employees.
- 9.08 Time limits may be extended by mutual written agreement of both parties.
- 9.09 An employee's infraction shall be purged from his file one (1) year after the infraction date.

#### ARTICLE 10 ARBITRATION

- 10.01 When either party requests that a grievance be submitted to arbitration, they shall make such a request in writing, addressed to the other party of such agreement, and at the same time nominate a sole arbitrator. Within ten (10) working days thereafter, the other party shall either agree to the nominee named by the other party, or shall submit their own nominee of a sole arbitrator for consideration by the other party.
- 10.02 If the Union and the co-operative are unable to agree under an arbitrator, they shall request the office of Human Resources Development Canada to select an impartial arbitrator.
- 10.03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.04 The Co-operative and the Union shall each be responsible for one-half (1/2) of the expenses and fees payable to the Arbitrator.
- 10.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 10.06 The proceedings of the arbitration shall be expedited by the parties hereto, and the decision of the Arbitrator will be final and binding upon the Union, Cooperative and employees.
- 10.07 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

## ARTICLE 11 SENIORITY

11.01 Fundamentally, rules respecting seniority are designed to give employees an equitable measure of security based on length of service with the Co-operative. As concerns this contract, there are **two** seniority lists; **Cottam** and Oldcastle. **Cottam** and Oldcastle Branch Seniority, as referred to in this Agreement, shall mean the length of continuous service in the employ of the respective branch. In the event that an employee covered by this Agreement should be promoted to a position beyond the scope of this Agreement, he/she shall retain the seniority previously acquired, while serving in such capacity, up to a maximum of ten (10) months.

11.02 The Co-operative shall prepare and post seniority lists showing seniority ranking of the employees for each branch. The Co-operative shall revise and post seniority lists every six (6) months, and a copy of such revised lists shall be forwarded to the Union,

11.03 In the event of a lay-off or recall, it shall be accomplished as follows in each branch:

a) Students and casual employees shall be laid off first, then

b) Probationary employees, then

c) Employees in the reverse order of seniority will be laid off next, providing the senior employees have the skill and ability and are ready and able to perform the work after a reasonable trial and training period to learn the job and/or obtain any licences or permits that may be needed and therefore making them qualified to perform the required work.

d) Employees shall be given three (3) days notice in the event of lay-off.

On recall, employees will be recalled in order of their seniority at their branch, before the recall of probationary, casual and student employees, in that order provided the senior employees being recalled have the skill and ability and are ready and able to perform the work after a reasonable trial and training period to learn the job and/or obtain any licences or permits that may be needed and therefore making them qualified to perform the required work.

11.04 a) There shall be a probationary period for each new employee of **sixty (60)** days of work, after which the employee will be placed on the seniority list dating back to the original date of hire.

b) Seasonal employees working in the April 1 to May 31 and the September 1 to October 31 time period will be excluded from the provisions explained in 11.04 a) and will not accumulate time toward completion of probation.

- 11.05 Any employee who has been off the payroll by reason of lay-off for a continuous period of twelve (12) months or more, shall lose any previously acquired seniority and shall cease to be employed by the Co-operative.
- 11.06 With respect to any new permanent position or permanent position vacancies within the bargaining unit:
- a) the permanent position vacancies shall be posted for a period of ten (10) working days, and filled on the basis of seniority provided the employee has the skill and ability and is ready and able to perform the work after a reasonable trial and training period to learn the job and/or obtain any licences or permits that may be needed and therefore making him/her qualified to perform the required work.
  - b) In the case of new permanent positions, management shall attempt to fill such vacancies from existing permanent employees who shall have the right to bid on such new jobs on the basis of skill, ability and seniority. New applicable permanent positions pay rates and ranges will be subject to negotiations at the termination of the current collective agreement.
- 11.07 If there is a successful internal applicant for a new permanent position or permanent position vacancy, he/she will be placed in the job within ten (10) working days from the close of the posting. Employees wishing to make application for new permanent bargaining unit positions or vacancies, must do so in writing to the Cottam or Oldcastle Manager for the position being posted.
- 11.08 In case a job is discontinued, the employee from said job may exercise his seniority rights as provided in Article 11.03.
- 11.09 Seniority rights shall cease and the employee shall be terminated from his/her employment for any of the following reasons:
- a) If an employee voluntarily quits or resigns; and an employee shall be deemed to have quit when he/she gives written notice of his/her desire to leave the Co-operative's employment.
  - b) If an employee is absent for more than twenty-four (24) hours without having applied for and obtained a leave of absence for a definite period of time from the co-operative, or unless the employee advises the Co-operative of his/her inability to return to work within a further period of twenty-four (24) hours absence, with a reason satisfactory to management.
  - c) The employee fails to report for work at the expiration of his/her leave of absence.
  - d) The employee fails to report for work after a recall from lay-off and does not notify the Co-operative within twenty-four (24) hours and that he/she is intending to return to work, and unless he/she returns to work as soon as possible after receiving notice; but in any case, not more than three (3) calendar days after the receipt of a registered letter or telegram addressed to the employee.
  - e) If an employee is discharged and such discharge is not reversed under the grievance procedure.

## ARTICLE 12 NOTICE BOARD

12.01 The Co-operative agrees that the Union shall have the use of a notice board for the posting of Union notices. All such notices prior to posting, must have the approval of the **Cottam** or Oldcastle Manager,

## ARTICLE 13 BEREAVEMENT PAY

13.01 In the event of death of a spouse, a leave of absence of five (5) consecutive calendar days shall be granted the bereaved employee. In the event of death of an immediate relative, a leave of absence of up to three (3) consecutive calendar days shall be granted the bereaved employee for the purpose of attending the funeral. Such employee shall be paid his/her straight time basic rate of pay for the hours he/she otherwise would have worked during such leave. Immediate relative shall mean any member of the household in which he resides, the employee's mother, father, daughter, son, grandchild, brother, sister, mother-in-law or father-in-law, brother-in-law and sister-in-law. One day shall be granted the bereaved employee for the purpose of attending the funeral of grandparents providing the day of the funeral falls on a normal working day.

## ARTICLE 14 EMPLOYEE BENEFITS

NOTE: FOR THE PURPOSE OF CALCULATION OF ANY AND ALL BENEFITS UNDER THIS ARTICLE, 40 HOURS PER WEEK CONSTITUTES A REGULAR WORK WEEK.

14.01 The Co-operative agrees to continue its present premium contribution for these following benefits:

- 1) major medical coverage
  - 2) dental plan
  - 3) vision care
  - 4) short term disability
  - 5) life insurance
- for full time employees

All employees of the bargaining unit shall continue to participate in these programmes in accordance with the provisions of these plans and any subsequent amendments. The Co-operative agrees to notify the Union of any changes in existing benefit programs.

14.02 When a seniority employee is terminated due to Cottam or Oldcastle Branch closing, he/she shall be entitled to termination pay equal to two weeks salary for each full year of employment which shall satisfy the employer's obligations under the Canada Labour Code. This payment shall not be considered wages or pay for hours worked.

- 14.03 The Co-operative agrees to provide clothing to employees on a cost sharing relationship whereas the Co-operative pays two/third and the employee pays one/third of the cost of the clothing. The Co-operative's maximum contribution will be **\$200.00** per employee in each fiscal year starting in September. For those employees classified as Shipper/Receiver, Operator 1, Operator 2, and Operator 3, the Cooperatives contribution is increased to **\$300.00** per employee in each fiscal year starting in September. A catalogue is available at each branch for a complete listing of uniforms acceptable under this program.
- 14.04 The Co-operative agrees to provide three pairs of safety work boots to employees at **5%** over cost to a maximum of **\$100.00** per pair over a two year period. These safety work boots must be purchased **from** the Co-operative and are intended for those employees designated by the Health and Safety Committee requiring safety footwear.
- 14.05 Full-time employees are allowed the opportunity to purchase consumer items for personal use at **5%** over cost. Gasoline and convenience store items are exempted.

#### ARTICLE 15 HOURS OF WORK AND OVERTIME

- 15.01 The Co-operative does not guarantee the following hours of work or any other hours of work,
- 15.02 Hours in a standard work week shall be forty (40) to be worked from Monday to Saturday; and hours in a standard work day shall be eight (8). Hours in a standard day shall usually be worked from 8:00 am. until 5:00 p.m. (with a one-hour unpaid lunch break) however, such hours of work are subject to change, whenever required, by the operational requirements of the business.  
Employees not required to work shall be given four (4) working hours notice.
- 15.03 Employees working in excess of the standard hours per week or their standard hours of work per day, shall be paid one and one-half (1 1/2) their regular straight time rate for all hours so worked. There shall be no duplication in the calculation of overtime on a daily and weekly basis.
- 15.04 a)The Union acknowledges that the Co-operative shall have the right to schedule overtime when the same is required and that employees, based on seniority, skill and ability will perform the required work and will co-operate fully in working necessary overtime up to a maximum of four (4) hours per day except during the months of May and June during which the maximum will be six (6) hours per day to be worked in overtime.

All work performed by bargaining unit employees on Sunday shall be voluntary after completion of eight (8) hours of work.

Notice to work overtime shall be given to eligible employees at least two (2) hours prior to the working of such overtime, except that no such notice will be required to be given during the months of May and June in each year,

b) An employee who has completed his standard work week of forty (40) hours prior to Saturday may be required to work overtime of up to ten (10) hours on Saturday except during the thirteen consecutive week period during the months of September through December, during which he may be required to work up to twelve (12) hours per Saturday.

15.05 The year, for the purpose of banking hours, shall be the Co-operative's fiscal year,

15.06 a) Overtime banking privileges shall be available to seniority employees and administered through the Co-operative's payroll department and shall be banked on the basis of time and one-half (1 1/2) for all overtime hours worked.

b) Banked overtime shall not exceed one hundred (100) hours at any one time during the banking year and must be taken at times mutually satisfactory to the employee and the Co-operative during the fiscal year in which it was earned. However, at least sixty (60) percent of all banked time must be taken during the months of January, February or March.

15.07 An employee may request his banked overtime in compensation at any time by giving the Co-operative at least two (2) weeks' notice.

15.08 When an employee requests banked overtime, it shall be in writing and he shall receive a written reply from management within four (4) working days as to whether the request has been granted as desired or denied. If denied, the reason(s) for denial shall be given,

15.09 Unused banked overtime will be converted to cash at the conclusion of the fiscal year based on the hourly rate of pay in effect at the time the overtime was worked.

15.10 If an employee is injured during his/her normal shift at work as a result of a work related injury and is unable to continue work, he/she will be paid for the full shift.

15.11 Contingent upon the operational requirements of the business, employees may have two (2) fifteen (15) minute rest periods during each working day. The first period may be taken no sooner than two (2) hours or no later than three (3) hours after starting time, and the second rest period may be taken no sooner than six (6) hours or later than seven (7) hours after shift starting time. The Co-operative agrees to schedule a one (1) hour unpaid lunch break to employees at approximately mid-point through their standard work day.

15.06 is modified for a seven month period ending November 30, 2000 whereas employees who are eligible to bank additional 20 hours (maximum increased to 120 hours) bank an

A---  
Secretary  
Chairman  
Wade

## ARTICLE 16 STATUTORY HOLIDAYS

16.01 The following days shall be observed as holidays without deduction of pay:

New Year's Day	Thanksgiving Day	Labour Day
Victoria Day	<b>Boxing</b> Day	Christmas Eve Day
Civic Day	Good Friday	New Year's Eve Day
Christmas Day	Canada Day	Floater Day

16.02 The floater holiday shall be observed each vacation year at the time mutually agreeable to both the employee and the Co-operative. There shall be no carry-over of statutory holidays from one vacation year to the next vacation year. The vacation year shall mean from January 1st to December 31st.

16.03 Employees who have been scheduled by management to work Christmas Eve Day and/or New Year's Eve Day will be given time off at a later date in lieu of time worked with pay calculated at the regular hourly wage rate.

16.04 The above holidays shall be observed on days other than calendar days if proclaimed by Dominion, Provincial and/or local authority.

16.05 An employee will not be paid for the above holidays unless:

a) He/she worked their last scheduled working day before and their first scheduled working day after the holiday, unless the employee is absent on either and or the other, or both, of the above working days as a result of a certified illness or accident; or

b) He/she worked and received wages for at least twelve (12) days during the (30) calendar days immediately preceding the general holiday; or

c) The general holiday occurs following completion of his/her first thirty (30) days of employment.

16.06 Employees working on a statutory holiday may be given the choice of an alternate day off at a time satisfactory to both the employer and the employee, or shall be paid time and one-half (1 1/2) in addition to their regular rate of pay for such hours worked.

## ARTICLE 17 WAGE RATES

17.01 The rates of pay for each position shall be in accordance with the schedule of wage rates attached hereto as Appendix "A".

- 17.02 New employees will normally start at the starting rate of the position for which they are hired, After six months, conditional on achieving acceptable performance, they will be at the six month rate and **after** one year of continuous employment, they will be at the job rate.
- 17.03 Employees will receive an economic adjustment (e/a) in February of each year during the term of this understanding. The amount of the e/a is the annual average of the Consumer Price Index (CPI) percentage change as reported in January of each year in a Statistics Canada publication (catalogue no. 62-001-xpb) times the base rate times the hours worked during your normal non overtime work week for the 52 week period. see example below.. The Co-operative will provide the e/a to full time employees based on hours for which the co-operative compensates employees **including....ie** vacation time, holidays, bereavement, jury duty but not for hours paid by **others....ie** layoffs, UIC benefits, weekly indemnity, long term disability, maternity leave, workmen's compensation etc. to a maximum of 2080 hours.

example

base rate times base hours times % change

$\$13.13 \text{ per hour} \times 2080 \times 2.2\% = \$600.83$  or

$\$13.13 \text{ per hour} \times 1600 \times 2.2\% = \$462.18$  (perhaps the employee took a leave of absence)

## ARTICLE 18 ANNUAL VACATIONS

- 18.01 The vacation year for employees shall be January 1st to December 31st.
- 18.02 Employees who have less than one year of service as of January 1 shall be entitled to vacation time on the basis of one (1) day of vacation for each full calendar month of service as of January 1, to a maximum of 10 days. Vacation pay shall be computed on the basis of four (4%) percent of gross earnings for the period worked between the date of commencement of employment on December 31 in the preceding year.
- 18.03 Employees should signify their vacation time preferences in writing to the Cottam and Oldcastle Manager, by the 1st of April in each year. Senior employees will be given preference in the choice of vacation dates subject to the operational requirements of the business.
- 18.04 The final vacation schedule for employees who indicate their vacation preference prior to April 1st will be posted on the Co-operative bulletin boards by May 1st in each year. Those applications for vacation received after the 1st of April in each year will be treated on a first come - first serve basis and therefore not subject to scheduling on the basis of seniority. Such vacation schedules may only be changed with the mutual consent of the employee concerned and the Cottam and Oldcastle Manager.



- 18.05 Employees, who by April 30<sup>th</sup> in any year have had continuous service of at least one year, are entitled to two (2) weeks vacation each year. After four years continuous service, an employee is entitled to three (3) weeks vacation with pay. After ten (10) years continuous service, an employee is entitled to four (4) weeks vacation with pay, After seventeen (17) years continuous service, an employee is entitled to five (5) weeks vacation with pay.
- 18.06 Where a statutory holiday falls within the employee's annual vacation, such employee shall be granted an additional day's vacation or pay in lieu thereof, as mutually agreed by the employee and management.
- 18.07 The choice of vacation time shall be given to an employee according to his seniority wherever possible, subject to the operational requirements of the business.
- 18.08 Employees may be permitted to use vacation time as sick leave during an indefinite period of illness and after their sick leave has expired provided that they have vacation time credits available.
- 18.09 If an employee becomes ill for three (3) or more consecutive working days during his/her vacation, and is able to furnish a medical certificate to that effect, he/she may have such illness charged to his/her sick leave rather than vacation, provided that he/she has sick time credits available and on notification to his/her Supervisor.
- 18.10 In the event of absenteeism from work without compensation in excess of sixty (60) calendar days during the course of the current vacation year, employees shall only be entitled to paid vacation and vacation percentage calculation based on the actual time worked, and accumulated gross earnings during such time worked. The remaining vacation time entitlement to employees based on years of service as described in 18.05 shall be granted to employees if so requested, but shall be without compensation.
- 18.11 Vacation time must be used up during a 14 month period. Accumulation of vacation time from year to year will not be acceptable unless approved by management.

## ARTICLE 19 SICK LEAVE

- 19.01 Seniority employees, on completion of their probationary period, shall be allowed one half (1/2) day sick leave per month to a maximum of 12 sick days. These sick days will be allotted to each employees sick day ledger card at the end of each month at the Co-operative's head office. There is no cash surrender value for this sick leave.

## ARTICLE 20 SAFETY & HEALTH

- 20.01 The Co-operative shall make reasonable provisions for the safety and health of employees during the hours of their employment, and employees shall be required to wear all personal protective equipment required to be worn in those positions designated by management or legislation which **requires** such equipment to be worn.
- 20.02 The present uniform, gloves, safety shoes and personal protective equipment policies in effect at the time of certification, shall continue in effect.
- 20.03 The Safety & Health Committee shall hold monthly meetings.
- 20.04 No employee shall be required to use his own personal vehicle for the transportation of Dangerous Goods.
- 20.05 When a person is required to work in a confined space, all safety legislation shall be complied with to ensure the employee's safety.

## ARTICLE 21 JURY & WITNESS DUTY

- 21.01 It is agreed that an employee who is absent from work due to being called for jury duty or roll call for jury or as witness in a work related court trial shall be paid by the Co-operative the difference between the earnings he/she would have received if he/she had been employed under his/her regular work schedule and the amount paid him for jury duty, provided:
- (i) The employee gives the Co-operative prior notice that he/she has been called for jury duty;
  - (ii) The employee furnishes to the Co-operative satisfactory proof of such jury duty, showing the date and time served and the amount paid;
  - (iii) The employee reports for work on his regular schedule within a reasonable time after dismissed from jury duty.
- 21.02 Expense monies received may be retained by the employee.
- 21.03 In arbitration cases, the party who requests or subpoenas a bargaining unit employee as a witness, shall pay the base rate of pay and expenses of the employee while serving as a witness.

## ARTICLE 22 LEAVES OF ABSENCES WITHOUT COMPENSATION

- 22.01 Applicable requests for leaves of absence without pay, shall be made in writing addressed to the Cottam or Oldcastle Manager at least two (2) weeks prior to the requested time away from work.

ARTICLE 23 MATERNITY LEAVE OF ABSENCE

23.01 The Co-operative will provide Maternity Leave without compensation for the period of leave as indicated in the Canada Labour Code. For the purposes of this leave, the Co-operative will post for a temporary replacement and will fill the temporary vacancy with either an existing employee or an external candidate. After sixty (60) days of work, the Cooperative will provide union dues for the duration of the temporary position. However, the temporary position will not accrue seniority rights and will in effect, remain outside of the bargaining unit.

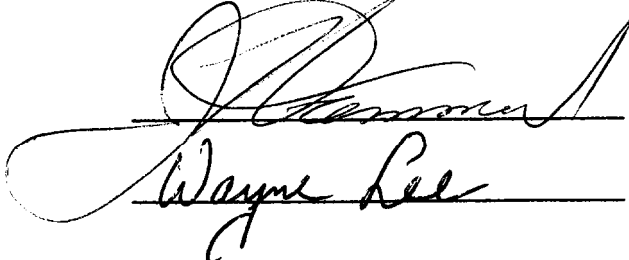
ARTICLE 24 DURATION OF AGREEMENT

24.01 This agreement shall become effective from the 3rd day of April 2000 and shall remain in effect until the 31st day of March 2003 and shall continue in force from year to year thereafter unless in any year, not more than ninety (90) calendar days and not less than thirty (30) calendar days before the end of any yearly period, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

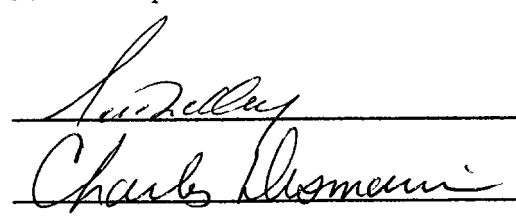
24.02 On completion of negotiations for a new contract, if an agreement is reached between the Cooperative and the Union negotiating committee, a Memorandum of Agreement shall be drawn up and signed by both parties covering all and every amendment to the Contract, before the Memorandum of Agreement is presented by the Union to the membership for ratification.

Signed this 29 day of May 2000

For the Union

  
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\_\_\_\_\_

For the Co-operative

  
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APPENDIX A

HOURLY WAGE RATES		APRIL 3 2000	APRIL 2 2001	APRIL 1 2002	
JOB CLASSIFICATION	START RATE MONTH	JOB RATE			
OPERATOR 1		\$11.72	\$12.02	\$12.32	
OPERATOR 2	\$11.22	\$12.63	\$14.03	\$14.33	\$14.63
OPERATOR 3	\$12.78	\$14.37	\$15.97	\$16.27	\$16.57
CLERK RECEPTIONIST RETAIL	\$9.40	\$10.58	\$11.75	\$12.05	\$12.35
CLERK RECEPTIONIST CROPS	\$11.22	\$12.63	\$14.03	\$14.33	\$14.63
SALES ASSOCIATE 1	\$8.13	\$9.14	\$10.16	\$10.46	\$10.76
SENIOR STORE ASSOCIATE	\$8.52	\$9.59	\$10.65	\$10.95	\$11.25
SHIPPER RECEIVER	\$9.40	\$10.58	\$11.75	\$12.05	\$12.35

Travail Canada  
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Labour Canada  
Received

**JUN - 6 2000**

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