

AGREEMENT BETWEEN

**FISH FOOD AND ALLIED
WORKERS UNION**

AND

**BAIE VERTE CONSUMERS
CO-OPERATIVE SOCIETY LIMITED**

MAY 1, 2015 - APRIL 30, 2019

**AGREEMENT BETWEEN
FISH FOOD AND ALLIED
WORKERS UNION
(hereinafter called the Union)**

**AND
BAIE VERTE CONSUMERS CO-OPERATIVE SOCIETY LIMITED
(hereinafter called the Co-operative)**

ARTICLE I- PURPOSE

- 1.01 The purpose of this agreement is to maintain a harmonious relationship between the Union and the Co-operative and to provide collective bargaining relations to insure prompt and equitable disposition of grievances and to insure fair wages, hours and other working conditions.
- 1.02 It is recognized by this agreement to be the duty of both parties to co-operate fully, both collectively and individually, for the promotion of the aforesaid conditions.

ARTICLE II- RECOGNITION

- 2.01 The co-operative recognizes the union as the sole and exclusive bargaining agent for all employees of Bale Verte Consumers Co-operative Society at Baie Verte, save and except manager, office manager, office staff, working foreman and those above the rank of foreman.
- 2.02 Persons in positions outside the bargaining unit shall not perform work normally done by bargaining unit employees, except for the purpose of demonstration or instruction, or where no member of the bargaining unit is available and capable of performing the work.
- 2.03 The Co-operative shall not make any individual agreement with any member of the bargaining unit directly or indirectly in conflict with the provisions of this agreement.
- 2.04 The terms and conditions of this agreement shall be binding upon the co-operative, its officers and employees, upon the union, its officers and members but shall not include work performed by sub-contractors who provide services of labour under contract with the co-operative.
- 2.05 Throughout this agreement the masculine shall include the feminine and the singular shall include the plural as the context may require.

ARTICLE III- UNION SECURITY

- 3.01 It is to be a condition of employment that all prospective employees and all employees not already union members, sign application forms to join the union prior to commencement of work with the co-operative and that the co-operative upon hiring, shall deduct from the wages of such employees the union dues, general assessment, or initiation fee. Union dues will be deducted on a bi-weekly basis for each week worked. The secretary treasurer of the fishermen, food and allied workers will advise the co-operative in writing of the amount to be deducted. The amount deducted is to be forwarded to the Provincial Office of the Fish Food and Allied Workers no later than the 15th of each month with a list of names from whom deductions were made on forms provided by the union. **The co-operative will send the union dues FFAW, P.O. Box 10, 368 Hamilton Avenue, St-John's, NL, A1C 5H5, Attention: Paula Rosa-Bian.** The co-operative will include the amount deducted for union dues on T4 slips.
- 3.02 The company shall make it condition of employment that every member who is now a member or who hereafter becomes a member of the union shall maintain his membership therein.
- 3.03 The co-operative agrees to inform all new employees of the existence of the union and introduce them to the shop steward.
- 3.04 The co-operative will remit union dues to Provincial Office of the Fish, Food and Allied Workers on a monthly basis. Such remittance will include a list of names of employees from whom dues were deducted and the amount of dues deducted from each employee for that month.

ARTICLE IV- MANAGEMENT RIGHTS

- 4.01 All functions, rights, powers and authority which the employer has not specifically abridged, delegated or modified by this agreement are recognized by the union as being retained by the employer.

ARTICLE V- EMPLOYEE RIGHTS

- 5.01 Any disciplinary action taken by the employer with respect to an employee may be subject to the grievance procedure set out in this agreement. Discharge of an employee during his probationary period shall not be the subject of a grievance.
- 5.02 No discrimination will be exercised in the employment, retention or working conditions of an employee because of membership in the Union or for accepting positions, serving on committees or representing the employees covered by this agreement, or on the grounds of colour, sex, age, or religious or political affiliation.

ARTICLE V - EMPLOYEE RIGHTS (CONT'D)

- 5.03 Employees in the bargaining unit shall have access to their personnel records at reasonable times.
- 5.04 The co-operative agrees to provide the union with a copy of any written warning affecting an employee. However, the record of any disciplinary action shall not be referred to or used against him at any time **after eighteen (18) months** following such action.
- 5.05 The co-operative agrees that when an employee is called in on a disciplinary matter pertaining to his work performance that will form part of his record, he will be advised of his right to be accompanied by a steward if he so wishes. If the employee is to be questioned by the company as part of a disciplinary procedure, the company shall notify the union prior to this questioning taking place and the employee so concerned has the option prior to this meeting of not having the steward present. For other matters, the employee may be accompanied by a steward if he so desires.

ARTICLE VI - NO STRIKE - NO LOCKOUT

- 6.01 During the life of this agreement there shall be no lockout by the company or any strike, sitdown, slowdown, stoppage or suspension of work, complete or partial, for any reason by the employees or any of them until every means provided by this agreement have been taken by the parties concerned and until the procedure for the settlement of contract negotiations has been completed in accordance with the Newfoundland Labour Relations Act. The union agrees to give the co-operative seven (7) days notice of its intention to strike and the co-operative agrees to give seven (7) days notice of its intention to lock-out.
- 6.02 Notwithstanding the above no employee shall be required to cross a legal picket line at the premises of any other employer.
- 6.03 In the event of any dispute occurring between the union and any other company, firm or individuals arising out of a breach of any agreement which may be existing between the union and such other company, firm or individual or for any other reason, or in the event of a dispute, between the co-operative and any other union, firm or individual, then in all such cases, there shall be no lockout, stoppage of work or slowdown of work in relation to the Company's operations and no attempt will be made by the union or any members thereof to interfere in any way with the operation of the company because of the dispute.

ARTICLE VII - SHOP STEWARD

- 7.01 (a) The Co-operative agrees to recognize the appointed or elected representative of the union in the store who shall be known as the shop steward.
- (b) The union shall keep the co-operative notified in writing of the name of its authorized steward and other local union representatives.
- 7.02 The Steward will be permitted to leave her/him regular duties during working hours in order to deal with union business provided she / he first obtain permission of management. Permission shall not be unreasonably withheld. Such time will be kept to a minimum to adequately handle a grievance.
- 7.03 If an employee is elected, a delegate of the union to a union convention, school or conference and such attendance requires a leave of absence, such leave of absence without pay, shall be arranged with the co-operative, the union and the employee concerned. The above provision will apply to only one employee at a time. The union agrees to give the co-operative at least three (3) days written notice that such leave is required. Such leave shall not exceed two (2) weeks in a twelve (12) calendar month period.
- 7.04 The business agent employed full or part time by the union will be allowed access to the store during working hours to conduct necessary union business. The business agent shall first notify management of his presence and indicate the nature of his business. He shall not disrupt normal operations of the co-operative.

ARTICLE VIII- CLASSIFICATION AND WAGES

- 8.01 Job classifications and wage rates shall be as shown in schedule "A" attached to and forming part of this agreement.
- 8.02 When a new classification is established or there is a substantial change in the duties of an existing job during the term of this agreement, the rates of pay for such new classification or new job shall be agreed to by the parties and thereafter become part of schedule "A" of this agreement. Should the parties be unable to agree on the rate the matter of the rate may be referred by either party to arbitration for final settlement. In the meantime, the co-operative shall set the rate pending arbitration.

ARTICLE VIII- CLASSIFICATION AND WAGES (CONT'D)

- 8.03 The pay period shall commence at 0000 hours on Sunday and finish at 24:00 hours on the following Saturday. Every second Thursday shall be the pay day for the two weeks ending the previous Saturday and pay cheques shall be available to all workers not later than 12:00 noon on that day. The co-operative agrees to facilitate the prompt receiving of cheques which shall be accompanied by a statement showing the period covered, the number of hours worked, regular and overtime, as well as any deductions.

ARTICLE IX- PRESERVATION OF RATES

- 9.01 Should an employee be temporarily transferred to a position carrying a higher rate of pay than his regular job, for at least (1) scheduled shift of the replaced employee, other than the replaced employee's regular day off, he shall be paid at the rate in the higher classification that will provide him with an increase. Such increase shall not be less than twelve dollars (\$12.00) per week.
- 9.02 Should an employee be temporarily transferred to a position carrying a lower rate of pay he shall retain his regular rate of pay for the duration of such temporary transfer.

ARTICLE X- HOURS OF WORK

- 10.01 The regular work week for full time employees shall be forty (40) hours per week and such hours are to be worked in five (5) days of eight (8) hours each. Employees may be scheduled to work one (1) night if the store is opened up to 2 nights or scheduled for 2 nights in the store is opened 3 nights or scheduled 3 nights if the store is opened 4 nights.
- 10.02 Meal periods shall not be longer than one (1) hour and no employee shall be required to work longer than five (5) hours without a meal period.
- 10.03 Employees shall be entitled to a rest period of fifteen (15) minutes during every four hours. An additional fifteen (15) minutes rest period will be granted after two (2) consecutive hours of overtime.
- 10.04 Full time and non student employees reporting for work shall be paid a minimum of three (3) hours pay at their regular rate or for the number of hours the co-operative requires them to stand by, whichever is greater. This shall not apply if the employee has been advised in advance that he was not to report for work as scheduled.

ARTICLE X- HOURS OF WORK (CONT'D)

- 10.05 Employees called back to work outside their regular hours shall be paid a minimum of three (3) hours at their regular rate of pay. This clause is not to apply to overtime scheduled in advance or during the regular hours of work.
- 10.06 When a statutory holiday named in this agreement occurs on a regularly scheduled work day, the regular weekly hours shall be reduced accordingly.
- 10.07 Employees will be allowed to make up lost hours of work, at regular rates of pay where management determines that inclement weather or other reasons beyond the control of the employee, justifies an absence, employees will be allowed to make up lost hours of work, if hours are available, at regular rates of pay. This only applies to employees who are scheduled to work on those days.
- 10.08 If the store is closed by Management, the employees who are working will be paid for a minimum call in of four (4) hours.
- 10.09 If the store is open for more than four (4) hours but less than 8 hours, the employees who are working will be paid for one extra hour than that worked (i.e. if working into the 5th hour they will be paid for 6 hours).
- 10.10 Work schedules are to be posted weekly in the employee break room by all department managers and also including department managers, by Friday at noon.

ARTICLE XI - OVERTIME

- 11.01 All hours worked in excess of eight (8) hours in any day or forty-four (44) hours in any week shall be paid at time and a half.
- 11.02 All overtime shall be optional and voluntary after ten (10) hours per day.
- 11.03 Employees shall not be required to take time off in lieu of overtime worked.
- 11.04 Overtime shall first be offered to the employees that normally do the work and then to the most senior employee who is capable of performing the work.

ARTICLE XII - STATUTORY HOLIDAYS

12.01 The following days shall be observed as paid statutory holidays:

| | |
|----------------|--------------------------------|
| New Years' Day | Canada Day |
| Christmas Day | Good Friday |
| Boxing Day | Victoria Day |
| Labour Day | Remembrance Day Baie Verte Day |

Employees, who have completed their probationary period, shall be entitled to one floating holiday per calendar year (excluding December), to be taken on a first come basis as follows:

- i) Eight days notice in writing to the Manager;
- ii) No more than two employees absent on floater at one time; and
- iii) No more than one employee in any department absent on floater at one time.

12.02 All full time employees who:

- (a) Have worked sometime in fifteen (15) calendar days prior to the holiday.
- (b) Have worked their scheduled working day immediately preceding and following the holiday, shall be entitled to eight (8) hours straight time in addition to any pay received for hours worked on a paid holiday.

12.03 If a holiday as listed above is observed on any week day during a week, Monday through Saturday and the employees are required to work five (5) days they shall receive six (6) days pay. If however, the employees are only required to work four (4) days they shall receive five (5) days pay.

12.04 If two holidays as listed above are observed on two week days during one week, Monday through Saturday and the employees are required to work four (4) days, they shall receive six (6) days pay. If, however, the employees are only required to work three (3) days, they shall receive five (5) days pay.

12.05 The day proclaimed for each of the foregoing holidays shall be the day observed unless the parties can agree upon an alternate day mutually acceptable to both of them.

12.06 Employees shall not be entitled to holiday pay while on extended lay-off or leave of absence in excess of fifteen (15) calendar days, with the exception that he worked his last scheduled working day fourteen (14) days immediately preceding the holiday, and his first scheduled working day of the fourteen (14) calendar days immediately following the holiday.

ARTICLE XIII- VACATION

13.01 The vacation earning year shall be May 1st through April 30th.

13.02 A full time employee who at May 1st is on the payroll for a period of less than one year shall receive:

- (a) Vacation pay calculated on the basis of 4% of the employee's gross wages for the period of employment in the preceding vacation year.
- (b) One (1) day vacation for each full month employed up to a maximum of ten (10) days.

13.03 Full time employees who at May 1st have been on the payroll of the co-operative for a period of more than one year but less than five (5) years:

- (a) Two (2) week vacation, i.e., 80 hours pay at the regular rate.
- (b) Employees who at May 1st have been on the payroll more than four (4) years shall have two (2) week plus one half day per complete month of service prior to April 30th up to a maximum of five (5) days.

- 13.04** Full time employees who have been on the payroll of the co-operative for more than five (5) years but less than ten (10) years:
- (a) Three (3) week vacation, i.e., one hundred and twenty hours pay at the regular rate.
 - (b) Employees who have been on the payroll of the co-op more than nine (9) years shall have three (3) week plus one half per complete month of service prior to April 30th up to a maximum of five days.
- 13.05** Full time employees who have been on the payroll of the co-operative for more than ten (10) years:
- (a) Four (4) week vacation, i.e., one hundred and sixty hours pay at the regular rate.
- 13.06** Full time employees who have been on the payroll of the co-operative for a period of twenty (20) years:
- (a) Five (5) week vacation.
- 13.07** Employees who are on extended sick leave or workers' compensation in excess of ninety (90) consecutive calendar days shall have their vacation pay pro-rated on the following basis: for each month that the employee is off in excess of ninety (90) consecutive days their vacation pay shall be reduced by one-twelfth of the employee's normal vacation pay.

ARTICLE XIII- VACATION (CONT'D)

- 13.08** The co-operative will take seniority into consideration, based on Departmental seniority first, and then store wide seniority in preparing the vacation schedule. Senior employees shall be given preference for vacation time to a maximum of three consecutive weeks.
- 13.09** With at least one week notice, vacation pay shall be available to the employee on the day prior to the commencement of the vacation period.
- 13.10** Should a holiday as listed in Article XII fall during an employee's vacation, the employee shall be entitled to payment for the holiday and have his vacation period extended by one (1) day.
- 13.11** Requests for extended vacation will be given consideration on an individual basis.

ARTICLE XIV- SENIORITY

- 14.01 Seniority shall mean accumulated service on a store wide basis from the most recent date of hire.
- Seniority list showing for each employee listed thereon: (a) name, (b) classification, and (c) employment seniority date, shall be posted on the 15th day of June. Employees shall have fifteen (15) days after posting (or their return to work after lay-off, sick leave, leave of absence, or vacation) to protest in writing any errors or omissions. A copy of the list shall be forwarded to the Provincial Office of the Union each June 15th. The co-operative shall provide the steward with all necessary information relating to the following matters for employees within the bargaining unit: a list of employees including their names, addresses, phone numbers, and classification ranked according to seniority; hirings, discharges, suspensions, and written warnings.
- 14.02 New employees will be regarded as probationary for the first **480 hours**, but upon successful completion of a probationary period the employee's seniority shall be dated as of the initial date of hire. During the probationary period, dismissal for lack of suitability shall not be the subject of a grievance; however, all other terms of the agreement shall apply.
- 14.03 In matters concerning lay-off, recall, selection shall be made on the basis of ability and seniority and where ability is sufficient to perform the required duty, seniority shall govern.
- 14.04 In matters concerning promotions, permanent transfers and the filling of vacancies, selection shall be based on ability, skill and competence and where they are equal seniority shall govern.
- 14.05 Vacancies shall be posted on store bulletin board for five (5) working days with all members of the bargaining unit having the right to apply.
- 14.06 Employees shall retain and accumulate seniority:
- (a) While on lay-off up to 18 months.
 - (b) While on sick leave, workers compensation and **maternity, child care or parental leave**, up to 18 months.
 - (c) If promoted outside the bargaining unit for a period of up to 3 months.
- 14.07 Employees shall lose all seniority if:
- (a) Discharged for just cause;
 - (b) Quit;
 - (c) Fails to return to work within three (3) days of being recalled by telephone and registered letter sent to last address on file; without just cause following lay-off after being notified of the availability of work. The steward shall be advised prior to dismissal under this section.
 - (d) Laid off and not recalled for a period of 18 months.

ARTICLE XV - SAFETY

- 15.01 The co-operative shall comply with all applicable provisions of the Occupational Health and Safety Act and Regulations of the Province of Newfoundland.
- 15.02 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.
- 15.03 The Co-operative agrees to pay up to \$150 per year in safety footwear upon presentation of a valid receipt to the employees that are required to wear protective shoes. {These shoes are not to be used as personal footwear outside of the workplace.}

ARTICLE XVI - LEAVE OF ABSENCE

- 16.01 The co-operative shall grant a leave of absence without pay to an employee for reasons of union activities subject to clause 7.03.
- 16.02 (a) Maternity, child care or parental leave

Every employee who is pregnant shall, not later than fifteen (15) weeks before the estimated date of birth notify the Co-operative of the estimated date of birth and provide the Co-operative with a certificate from a medical practitioner certifying that she is pregnant.

Employees are eligible for up to 35 weeks of child/parental leave. The parental leave must commence immediately following the maternity leave if taken by the mother. If taken by the father, four week notice must be given, and leave must begin on the day the child comes into the employee's care."

Premium payments while on maternity, child care or parental leave:
employees on maternity, child care or parental leave may keep their group life, dental, and extended health coverage only, and are required to pay the employee portion of premiums by monthly post-dated cheques.

Upon return, employees shall be reinstated to their former position at the wage rate in effect on the date of return.

ARTICLE XVI - LEAVE OF ABSENCE (CONT'D)

- (b) The employee will give at least (2) two weeks written notice of her intention to return to work. If the employee fails to return to work, on the expiry date of the leave, she will be considered to have voluntarily terminated her employment with the co-operative.
- (c) Upon return to work, the employee shall be reinstated to her former or equivalent position at the prevailing wage rate.

16.03 The co-operative shall grant a leave of absence of up to a maximum of (1) one year to an employee for reasons of bona fide illness, industrial accident or disease. It is understood that such leave of absence may be extended by the mutual consent of the co-operative and the union. An employee shall return to work when certified as medically fit by his physician.

16.04 When an employee requests a leave of absence for compassionate reasons, he shall be granted such leave in accordance with the following:

- 5 days - spouse, common law spouse, child and legal guardian & grandchild
- 3 days - Brother, sister, mother, father
- 2 day - Grandparents, mother in law, father in law, brother/ sister-law

The employee will be paid for scheduled time lost.

For brother, sister, mother, father an additional day will be granted for travel for a funeral that is 200kms nearest road distance or greater from the home residence of the employee

ARTICLE XVII -GRIEVANCE PROCEDURE

17.01 When an employee has a grievance alleging there has been a violation or misrepresentation of the Agreement, the employee and/or a shop steward shall process such grievance without stoppage of work according to the following procedure:

Step 1: Discuss the matter, within three (3) days of becoming aware of the incident giving rise to the grievance with the supervisor concerned who shall give a decision thereon within twenty four (24) hours.

Step 2: If the grievance is not resolved by the immediate supervisor, the steward shall put the grievance in writing and submit it to the store manager or his designated representative who shall call a meeting within five (5) working days in an effort to resolve the matter. At this stage, such other representatives of the union and of the co-operative as may be designated may be called in. The matter will be decided and written reply given within five (5) working days.

Step 3: If satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 2 above, either party shall have the right to appeal the dispute to arbitration as herein provided by giving written notice to the other party within fifteen (15) calendar days of expiry of the time limits in Step 2 above.

17.02 The union has the right to grieve on behalf of any employee or employees, including the right to claim redress on behalf of the employee.

17.03 If either party to this agreement alleges that the other has violated the agreement in a manner that affects broad principles rather than specific individuals, then the matter shall be handled by grievance procedure, commencing at Step 2.

17.04 All grievances in Step 1 and Step 2 shall be processed promptly on company time with no loss of pay or benefits to the employees involved.

ARTICLE XVIII- ARBITRATION

- 18.01** Any matter in dispute between the co-operative and the union involving the interpretation, application, operation or alleged violation of any article of this Agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitration board. Where the parties mutually agree, a single arbitrator may be appointed and act in lieu of an arbitration board as hereinafter provided.
- 18.02** The party desiring to submit a matter to arbitration shall deliver to the other party a Notice of Intention to arbitrate. This notice shall state the matter at issue and shall state in what respect the agreement has been violated or misinterpreted. The notice shall also stipulate the nature or the relief or remedy sought.
- 18.03** Within five (5) days after the date of delivery of the foregoing notice, both parties shall meet to agree on the selection of arbitrator.
- 18.04** If the parties cannot reach agreement on the selection of an arbitrator within five (5) days of the meeting in 18.03 above, then either party may request the Minister of Labour of the Province of Newfoundland to appoint an arbitrator.

If the parties agree to have the matter settled by an arbitration board, then;

Each party shall advise the other of the name and address of its nominee to the Board within five (5) days of receipt of notice referred to in 18.02.

If the two nominees are unable to agree upon the choice of a third member to act as chairman, the Minister of Labour for the Province of Newfoundland shall be requested to appoint a chairman. The board will hear the dispute and its decision (or a majority decision) shall be final and binding upon the parties. Where there is no majority decision, the decision of the chairman is final and binding.

- 18.05** After the arbitrator or arbitration board has been appointed by the foregoing procedure, the arbitrator or arbitration board shall convene a meeting at the earliest possible date with both parties present. After hearing the evidence of both parties, the arbitrator or arbitration board shall render a decision as soon as possible, but in no event longer than thirty (30) days following the hearing.
- 18.06** Whenever the incident causing the grievance includes a loss of earnings or a loss in benefits, the arbitrator or arbitration board is empowered to order that such loss in benefits, or part of such loss, shall be reimbursed or restored to the employee. In a disciplinary case, the arbitrator or arbitration board is empowered to order that such loss in benefits, or part of such loss, shall be reimbursed or restored to the employee. In a disciplinary case, the arbitrator or arbitration board is empowered to order a reduced penalty.

- 18.07 The decision of the arbitrator or arbitration board on the matter at issue shall be final and binding on both parties, but in no event shall the arbitrator or arbitration board have the power to add to, subtract from, alter or amend this agreement in any respect.
- 18.08 Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written reasons for such preliminary objection at the same time as the reply to Step 3 of the grievance.
- 18.09 The time limits referred to in the foregoing grievance and arbitration procedure may be expanded or compressed by mutual consent, and shall be considered directory as opposed to mandatory.
- 18.10 No grievance shall be lost through error in form or technical irregularity.
- 18.11 Each party shall pay its own costs and the fees and expenses of its witnesses and its nominees. The fees and expenses of the arbitrator or chairman of the arbitration board shall be shared equally between the parties.

ARTICLE XIX- SICK LEAVE

- 19.01 For the purpose of this article of the agreement, the year shall be from December 1 to November 30.
- 19.02 Full-time employees who have completed their probationary period prior to December 1 shall be granted **five (5) days sick leave plus five (5) days personal leave** for the ensuing year with regular pay. Half days shall be compensable. Unused **sick days** shall be paid out at 50% of regular pay on the first full pay period in at the **end of contract year**. No personal days to be taken in the month of December unless it is an emergency and approved by the Store Manager.
- 19.03 **All** employees completing probationary period during the year shall have their sick leave on a pro-rated basis from their commencement of employment to December 31, with regular pay.
- (b) Half days shall be compensable.
- 19.04 Sick days to be used are now eligible to include Doctor Appointments where a note confirming the visit to the doctor is provided to the employer.

ARTICLE XX- EXTENDED HEALTH PLAN. DENTAL PLAN. COMPANY PENSION

These shall remain in force for the duration of this agreement as per the present practice between the co-operative and the employees.

In no instance will the Co-operative be considered the insurer under the above plans.

ARTICLE XXI- PART-TIME EMPLOYEES

- 21.01 Part-time employees will normally work less than full-time hours.
- 21.02 Part-time employees will be scheduled on the basis of seniority in the Department up to a maximum of forty (40) hours in a week, subject to business requirements, ability, and availability, to perform the required duties.
- 21.03 Where available hours cannot be filled on the basis of Departmental seniority, any additional hours will be offered on the basis of store wide seniority, subject to ability and availability to perform the required duties.
- 21.04 Part time employees shall be entitled to vacation pay at the rate of four (4) percent of total earnings for the vacation pay year.
- 21.05 Part time employees who work an average of thirty two (32) hours per week over their probationary period will be eligible to participate in the Extended Health Plan, Dental Plan and Group Life Plan subject to the conditions established by the insurer.
- 21.06 Part time employees shall be paid for statutory holidays on a pro-rata basis using the following formula.
- Number of hours worked during the 4 weeks prior to holiday
x 8 x regular rate
160
- 21.07 Part time employees with five years or more seniority shall receive annual vacation pay equal to 6% of their gross earnings.
- 21.08 Part-time employees who have completed their probationary period prior to December 1st shall be granted **two (2) days sick leave plus two (2) days personal leave** without loss of pay in each year. Unused **sick days** shall be paid out at 50% of regular pay on the first full pay period at the **end of contract year**. No personal days to be taken in the month of December unless it is an emergency and approved by the Store Manager.
- 21.09 Senior Part-Time employees with ten (10) years+ with the Co-operative will be entitled to receive **three (3) sick days per year, along with three (3) personal days** per year. Unused **sick days** shall be paid out at 50% of regular pay on the first full pay period at the **end of contract year**. No personal days to be taken in the month of December unless it is an emergency and approved by the Store Manager.

ARTICLE XXII - TERM OF AGREEMENT

- 22.01 This agreement shall be effective as of the **1st day of May 2015** and shall remain in effect until the **30th day of April 2019** and thereafter shall be renewed automatically from year to year unless prior to the expiration date, one of the parties gives to the other at least sixty (60) days prior to such expiration date, notice in writing of its intention to seek amendments to this agreement.
- 22.02 During the course of any negotiations subsequent to such notice being given, the Collective Agreement shall remain in full force and effect.
- 22.03 It is understood that this Collective Agreement replaces agreements and understandings that may have been in effect by and between the parties hereto.

DATED this 8th day of JUNE, 2016.

For the Bale Verte Co-Operative Society Limited

W Lloyd Hayden

For the Fish, Food and Allied Union Workers

Jason Spingle
Alan Miller
Natasha Lewis

Wage
Scale

| | | Start | 6 Months | 12 Months | 24 Months |
|-----------------|---------------|----------|-------------|--------------|--------------|
| Meat Manager | May 1,2015 | \$519.12 | \$554.14 | \$610.79 | \$648.90 |
| | May 1,2016 | \$529.50 | \$565.22 | \$623.01 | \$661.88 |
| | May 1,2017 | \$540.09 | \$576.52 | \$635.47 | \$675.12 |
| | May 1,2018 | \$556.30 | \$593.82 | \$654.43 | \$695.37 |

| | | Start | 6 Months | 12 Months | 24 Months |
|---------|---------------|----------|-------------|--------------|--------------|
| Produce | May 1,2015 | \$473.80 | \$485.13 | \$501.61 | \$547.96 |
| | May 1,2016 | \$483.28 | \$494.83 | \$511.64 | \$558.92 |
| | May 1,2017 | \$492.95 | \$504.73 | \$521.87 | \$570.10 |
| | May 1,2018 | \$507.74 | \$519.87 | \$537.53 | \$587.20 |

| | | Start | 6 Months | 12 Months | 24 Months |
|---|---------------|----------|-------------|--------------|--------------|
| Head Cashier/ File Maint. Clerk | May 1,2015 | \$473.80 | \$485.13 | \$501.61 | \$527.36 |
| | May 1,2016 | \$483.28 | \$494.83 | \$511.64 | \$537.91 |
| | May 1,2017 | \$492.95 | \$504.73 | \$521.87 | \$548.67 |
| | May 1,2018 | \$507.74 | \$519.87 | \$537.53 | \$565.13 |

| | | Start | 6 Months | 12 Months | 24 Months |
|----------------------------|---------------|----------|-------------|--------------|--------------|
| Senior Grocery Clerk | May 1,2015 | \$442.90 | \$453.20 | \$473.80 | \$525.30 |
| | May 1,2016 | \$451.76 | \$462.26 | \$483.28 | \$535.81 |
| | May 1,2017 | \$460.80 | \$471.51 | \$492.95 | \$546.53 |
| | May 1,2018 | \$474.62 | \$485.66 | \$507.74 | \$562.93 |

| | | Start | 6 Months | 12 Months | 24 Months |
|-------------------------------------|---------------|----------|-------------|--------------|--------------|
| Bakery Manger Deli Manager | May 1,2015 | \$442.90 | \$453.20 | \$463.50 | \$473.80 |
| | May 1,2016 | \$451.76 | \$462.26 | \$472.77 | \$483.28 |
| | May 1,2017 | \$460.80 | \$471.51 | \$482.23 | \$492.95 |
| | May 1,2018 | \$474.62 | \$486.66 | \$496.70 | \$507.74 |

| | | Start | 6 Months | 12 Months | 24 Months |
|-------------------------|---------------|----------|-------------|--------------|--------------|
| Full Time Cashier | May 1,2015 | \$436.72 | \$440.84 | \$432.60 | \$449.08 |
| | May 1,2016 | \$445.45 | \$449.66 | \$441.25 | \$458.06 |
| | May 1,2017 | \$454.40 | \$458.65 | \$450.08 | \$467.22 |
| | May 1,2018 | \$468.03 | \$472.41 | \$463.58 | \$481.24 |

| | | Start | 6 Months | 12 Months | 24 Months |
|--------------------|---------------|----------|-------------|--------------|--------------|
| Grocery Manager | May 1,2015 | \$453.20 | \$486.16 | \$504.70 | \$535.60 |
| | May 1,2016 | \$462.26 | \$495.88 | \$514.80 | \$546.31 |
| | May 1,2017 | \$471.52 | \$505.81 | \$525.10 | \$557.24 |
| | May 1,2018 | \$485.67 | \$520.99 | \$540.86 | \$573.96 |

| Part Time Wages | Clerk / Cashier | Date | Start | 6Mo | 12 Mo | 24Mo | 36Mo |
|-----------------------|--------------------|---------------|---------|---------|---------|---------|---------|
| | | May 1,2015 | \$11.00 | \$11.10 | \$11.20 | \$11.30 | \$11.40 |
| | | May 1,2016 | \$11.10 | \$11.20 | \$11.30 | \$11.40 | \$11.50 |
| | | May 1,2017 | \$11.20 | \$11.30 | \$11.40 | \$11.50 | \$11.60 |
| | | May 1,2018 | \$11.30 | \$11.40 | \$11.50 | \$11.60 | \$11.70 |

Notes: Managers shall receive the following hourly premium based on number of employees they supervise – 2 or less \$0.25; 3 - \$0.50 & 4 or more \$0.75. This “premium” amount is NOT included in the above rate scale. File Maintenance Person will be paid a premium of \$0.25 per hour for all Food Safety Issues & responsibilities. This “premium” is capped for the the life of the Contract.

Upon Ratification, employees will receive a \$100 dollars signing bonus.

LETTER OF INTENT RE: SUNDAY OPENINGS

RECOGNIZING THAT IT IS NOT THE INTENT OF THE CO-OPERATIVE TO OPEN FOR BUSINESS ON SUNDAYS, THE PARTIES AGREE THAT SHOULD THE CO-OPERATIVE OPEN ON SUNDAYS FOR COMPETITIVE REASONS, THE FOLLOWING SHALL APPLY:

1. THE HOURS OF OPERATION SHALL NOT BE CONSIDERED PART OF THE REGULAR WORK SCHEDULE;
2. HOURS SHALL BE ROTATED AS EQUITABLY AS POSSIBLE AMONG THE EMPLOYEES AND SHALL BE PAID AT STRAIGHT TIME.

FOR THE CO-OPERATIVE

FOR THE F. F. A. W.



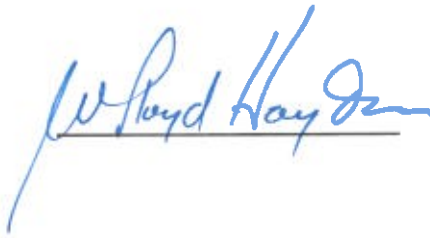
DATE: Sept. 05/12

LETTER OF UNDERSTANDING ON THE POSITION OF FILE MAINTENANCE

The Co-operative agrees to make the position of "File Maintenance" to Full Time (40 hours) per week. The Store Manager reserves the right to assign other duties to the File Maintenance clerk to complete his or her 40 hours.

For Baie Verte Co-operative

For FFAW





Date: September 05, 2012.

Retail Operations Staff Bonus Guide

1. The bonus plan guidelines for staff will be based on the following criteria:
 - a. *Net savings* and only if 90% of budget is achieved. In other words, bonuses will not be paid for achievement less than 90% of planned results.
2. The bonus amount available is to a maximum of \$25,000 and will be calculated as follows:
 - a) 10% of net savings,

Plus:

15% bonus on *additional* savings that exceed original budget..
2. The bonus amount will be divided among all unionized employees on a pro rated basis on hours worked.
4. The bonus will be awarded only to staff that have completed their probation period..