

BETWEEN: FEDERATED CO-OPERATIVES LIMITED
HEREINAFTER REFERRED TO AS "THE CO-OPERATIVE",

OF THE FIRST PART

AND MISCELLANEOUS EMPLOYEES, TEAMSTERS LOCAL UNION 987
OF ALBERTA
HEREINAFTER REFERRED TO AS "THE UNION".

OF THE SECOND PART

**CO-OPERATIVE BARGAINING PROPOSALS FOR RENEWAL OF A COLLECTIVE
AGREEMENT WHICH EXPIRES AUGUST 31, 2020
PRESENTED JANUARY 18, 2021**

These proposals are made on a without prejudice basis. The Co-operative reserves the right to amend, delete from or add to any or all of these proposals. Errors and omissions excepted.

1. GENERAL CHANGES

- Amend throughout the agreement as follows wherever it appears:

Gender neutralization using gender neutral pronouns (example replace he/she with they) so long as the material nature of the clause does not change.

2. Article 1.01 – Purpose

- Amend as follows:

~~In consideration of the mutual value of joint discussions and negotiations of all matters pertaining to Co-operative employee relations,~~ The purpose of this Agreement is to promote the viability of the Co-operative and its retail member-owners, elevate the trade and to promote peace and harmony between the Co-operative and its employees; also to facilitate the peaceful adjustment of any disputes and grievances to prevent strikes and lockouts, waste, avoidable and unnecessary delays.

3. Article 2.01 – Scope

The following proposal is contingent on successful resolution of Alberta LRB file GE-08303 based on the resolution presented by the Co-operative to the Union. Should the matter not be resolved at the time that bargaining commences, the Co-operative defers discussion on this item and reserves the right to modify or remove its proposal.

- Amend as follows:

The following terms and conditions shall ~~govern all~~ **apply to** employees engaged or employed in a Warehouse at 13232 - 170th Street or ~~at the in a Feed Plant at 1818 – 121 st Avenue N.E.~~ excluding office staff and persons with a right to hire and fire. Out-of-scope employees will not normally perform the work considered jurisdiction of the Bargaining Unit.

4. Article 3.01 – Membership

- Amend as follows:

Every employee who is now, or hereafter becomes, a member of the Union, shall maintain his/her membership in the Union as a condition of his/her employment. Every new employee in accordance with Article 2, whose employment commences hereafter shall, within thirty (30) days from the commencement of his/her employment apply for and maintain his/her membership **in good standing** in the Union., ~~as a condition of employment.~~

5. Article 5.01 – Deductions

- Amend as follows:

~~Upon written request from the employee,~~ the Co-operative agrees to deduct and pay to the ~~Secretary-Treasurer of the~~ Union, on or before the fifteenth (15th) day of each month, ~~out of~~ wages due to each employee, the Union dues and initiation fees of such employees for the previous period ~~four (4) weeks~~. A list of the names of the employees concerned shall accompany the monies.

6. Article 6.01 – Hours of Work and Overtime

The following proposal is contingent on successful resolution of Alberta LRB file GE-08303 based on the resolution presented by the Co-operative to the Union. Should the matter not be resolved at the time that bargaining commences, the Co-operative defers discussion on this item and reserves the right to modify or remove its proposal.

Amend as follows:

The standard work week in the Warehouse and ~~Feed Plant~~ shall consist of forty (40) hours, comprising of five (5) ~~consecutive~~ eight (8) hour days with the exception of warehouse-employees who maybe required to work four (4) ~~consecutive~~ ten (10) hour days. The lunch period shall not exceed one (1) hour per shift. In order to provide flexibility in the Cooperative's operations, the day shift will normally commence between 6:00 and 9:00 a.m., the afternoon shift will normally commence after 11:00 a.m., and the evening shift will normally commence after 9:30 p.m. ~~When shift work is involved at the Feed Plant, employees in similar classifications shall be rotated.~~

~~Notwithstanding the above provisions, the Co-operative shall have the right to establish a shift at the Warehouse commencing at 4:00 a.m., subject to the payment of a premium equal to five (\$5.00) dollars per day.~~

7. Article 6.02 – Hours of Work and Overtime

- Amend as follows:

6.02 For all time worked on the seventh (7th) day of the employee's work week, the rate shall be double (2x) the regular hourly rate. **If an employee is not scheduled consecutive work days, the 7th day shall be deemed to be their last scheduled day off in that weekly scheduling period. The above language shall not apply on a Statutory holiday where an employee has volunteered to work the Statutory holiday; instead that employee shall be paid as per article 7.02.**

8. Article 6.03 – Hours of Work and Overtime

- Amend as follows in conjunction with article 6.05 c):

For overtime after the end of the normal working day, notice of two (2) hours' working time shall be given by the Co-operative to the individual employee unless it is mutually agreed to waive the notice by the parties concerned. For overtime work required prior to the start of a regular shift, notice of two (2) hours shall be given by the Co-operative to the individual employee. However, employees will have the right to decline an overtime assignment **subject to Article 6.05.**

9. Article 6.05 c) – Hours of Work and Overtime

- Add the following sub-point, retaining the balance of the Article in conjunction with Article 6.03:

The Co-operative can assign overtime in reverse order of seniority should more senior employees decline overtime assignments. Employees with legitimate/extenuating circumstances for not being able to work the required overtime, shall not be forced to do so. If an employee is unable to work overtime at the end of their scheduled shift, they shall inform their supervisor prior to the commencement of their shift.

For clarification, extenuating circumstances are defined as situations and circumstances which are infrequent and not the norm.

10. Article 6.08 – Hours of Work and Overtime

- Delete in its entirety:

~~For Feed Plant and Warehouse – A shift premium of one dollar and ten cents (\$1.10) per hour for the full shift shall be paid in addition to the employee's regular hourly rate of pay where the majority of the hours worked in the shift fall between the hours of 5:00 p.m. and 7:00 a.m.~~

11. Article 6.09 – Hours of Work and Overtime

- Amend as follows:

Any employee temporarily assigned to perform work in the freezer for a period of one (1) continuous hour or more, will receive in addition to his/her regular rate, a freezer premium of one dollar and twenty cents (\$1.20) per hour **for each hour worked in the freezer.**

12. Article 6.11 – Hours of Work and Overtime

- Amend as follows:

All work performed on the sixth (6th) day of the employee's scheduled week, which is also his/her first day of rest (for employees who work a shift of four (4) ten (10) hour days, the fifth and sixth day of their scheduled work week, which is also their first and second day of rest), shall be guaranteed four (4) hours pay at time and one-half (1 ½ X) his/her regular rate, for the first (3) hours and double time (2x) the regular rate, for the balance of hours worked on that day; **should a full time employee not be working consecutive days, this shall apply to days of rest within their scheduling week with the exception of their last scheduled day of rest in that week. This shall not apply to Part Time employees.**

All work performed on the seventh (7th) day of the employee's scheduled work week, which is his/her second (2nd) day of rest (for employees who work a shift of four (4), ten (10) hour days, this is their third day of rest), shall be guaranteed for (4) hours' pay at double (2x) the regular rate; **should a full time employee not be working consecutive days, this shall apply only to their last scheduled day of rest within their scheduling week.** All work performed in excess of four (4) hours on this day shall be paid at double (2x) the regular rate for all time worked. **This shall not apply to Part Time employees.**

The above language shall not apply on a Statutory holiday where an employee has volunteered to work the Statutory holiday; instead that employee shall be paid as per article 7.02.

13. Article 6.12 – Hours of Work and Overtime

- Delete in its entirety:

~~The Co-operative agrees to provide employees with a meal voucher redeemable in the cafeteria to a maximum value of seven dollars (\$7.00) for unplanned overtime assignments of two (2) hours or longer right before or right after their regular shift. The Co-operative agrees to provide employees who cannot use the meal voucher with a seven dollar (\$7.00) meal allowance. Effective the start of the first complete pay period following ratification the meal voucher or meal allowance will increase to twelve (\$12.00) dollars.~~

14. Article 6 (New) – Banked Time

- Add a new article as follows:

An employee may bank their overtime at the overtime rates applicable up to a maximum of forty (40) hours. Employees must use their banked time off with pay by April 30th of each year or it will be paid out to the employee at the rate at which it was accrued. The time off with pay must be taken at a time mutually agreed upon between the Co-operative and the employee, subject to operational requirements and outside of prime time as defined in Article 9.07. Should the employee not have scheduled their banked time off prior to April 30th of each year, the Co-operative may schedule such time off for the employee between January 1 and April 30th of that year.

15. Article 7.02 & 7.03 Statutory Holidays

- Amend as follows:

7.02 Subject to the operational requirements of the Co-operative, an **qualified** employee in order of seniority **by department** may be required to work on a Statutory Holiday. All work performed on the Statutory Holidays in Clause 7.1 shall be paid at time and one-half (1 ½ X) for the first three (3) hours and double time (2x) for the balance of hours worked that day, plus the employee shall be granted a day off with pay. Such day off shall be mutually agreed upon and shall be granted within seven (7) days preceding or thirty (30) days following the Statutory Holiday or by mutual agreement such additional day off may be paid in lieu of time off.

7.03 Work shifts on a Statutory Holiday will be offered in order of seniority **by department** to those employees who would normally have worked that day. Where there is insufficient employees that volunteer to work on the Statutory Holiday, employees will be scheduled in reverse order of seniority. This procedure will be followed for each of the day, evening, and midnight shifts.

16. Article 7.05 Statutory Holidays

- Amend as follows:

A full time employee may choose to bank the eight (8) hours of Statutory Holiday pay up to a maximum of forty (40) hours. The employee must advise the Co-operative within two (2) weeks prior to the Statutory Holiday that they wish to bank the time or be paid out the regular eight (8) hours. ~~Employees must use their banked time within the current vacation year (May 1 to April 30) or it will be paid out to the employee. The banked time off with pay must be taken in amounts equal to a normal work day or days at a time mutually agreed upon between the Co-operative and the employee.~~ **Employees must use their banked time off with pay by April 30th of each year or it will be paid out to the employee at the rate at which it was accrued. The time off with pay must be taken at a time mutually agreed upon between the Co-operative and the employee, subject to operational requirements and outside of prime time as defined in article 9.07. Should the employee not have scheduled their banked time off prior to April 30th of each year, the Co-operative may schedule such time off for the employee between January 1 and April 30th of that year.**

17. Article 8.01 – Jury Duty

- Amend as follows:

Employees serving on jury duty, or subpoenaed as witnesses, **and/or** for jury selection to a court of law will be paid their ~~regular wages~~ **straight time wages in full during the time of actual service**, provided the day or days spent on jury duty, ~~or as a witness~~ **and/or** for jury selection occur at a time when the employees were normally scheduled to work. The per diem allowances paid by the courts is to be turned in to the Co-operative. This article does not apply in situations where an employee serves as a witness before the Labour Relations Board or an Arbitration Board.

18. Article 9.05 – Vacations

- Amend as follows:

If a full-time employee is absent without pay for a period in excess of six (6) consecutive weeks (except for WCB) in any qualifying period, said employee's vacation pay shall be paid out in accordance to Article 7.06. ~~computed on the base of six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of total gross earnings, using whatever percentage amount is applicable.~~

19. Article 9.06 – Vacations

- The Co-operative wishes to discuss Vacation and Vacation scheduling and reserves the right to table a formal proposal at a later date.

20. Article 9.07 – Vacations

- The Co-operative wishes to discuss Vacation and Vacation scheduling and reserves the right to table a formal proposal at a later date.

21. Article 10.01 – Business Agent’s Visits and Notice Board

The following proposal is contingent on successful resolution of Alberta LRB file GE-08303 based on the resolution presented by the Co-operative to the Union. Should the matter not be resolved at the time that bargaining commences, the Co-operative defers discussion on this item and reserves the right to modify or remove its proposal.

- Amend as follows:

The authorized Business Agent or Representative of the Union shall be permitted to talk with any employee coming under the terms of this Agreement regarding Union matters during regular working hours after first advising the Distribution Manager or ~~Feed Plant Manager~~ or their respective designates. Such discussions will take place during coffee or lunch breaks, except in the case of a grievance. All interviews with employees shall be conducted in a place in the Warehouse or ~~Feed Plant~~ provided for and designated by the Co-operative. Each interview shall be limited to a ten (10) minute period at any one time, or longer if mutually agreed.

22. Article 10.02 – Business Agent’s Visits and Notice Board

The following proposal is contingent on successful resolution of Alberta LRB file GE-08303 based on the resolution presented by the Co-operative to the Union. Should the matter not be resolved at the time that bargaining commences, the Co-operative defers discussion on this item and reserves the right to modify or remove its proposal.

- Amend as follows:

A notice board shall be supplied by the Co-operative and placed in the Warehouse, **and** Traffic and ~~Feed Mill~~ in a conspicuous place for any notices pertaining to Union business or Union social functions.

23. Article 12.01 Strikes and Lockouts

- Amend as follows:

It is agreed that there will be no stoppages of work or lockouts by reason of a dispute between the Co-operative and the Union during the term of this Agreement. **The Co-operative shall not request an employee to cross a legal picket line.**

24. Article 14.01 and 14.02 Employee Benefits

- The Co-operative wishes to discuss employee benefits including sick leave and reserves the right to table a formal proposal.

25. Article 15.01 - Discharge

- Amend as follows:

The Co-operative shall not discharge any employee, including permanent part-time employees, without just cause. ~~and shall give at least one (1) written warning notice of the complaint against such employee, except that no warning notice need be given to an employee before he/she is discharged if the cause of such discharge is dishonesty, harassment as defined in Company policy, impairment due to alcohol or non-prescription drugs, theft, stealing Co-operative time while on the job, or leaves the job without notice while on duty.~~ Appeal from discharge must be taken within three (3) working days by written notice and a decision reached within five (5) days from the date of discharge. ~~In the event an employee is suspended, the suspension will be considered to be imposed at the time dispensed.~~

26. Article 16.01 – Grievance Procedure

- Amend as follows:

Any complaint, disagreement or difference of opinion between the Co-operative and the Union or the employees, including permanent part-time employees ~~(Category A)~~, covered by this Agreement which concerns the interpretation, application or alleged violation of the terms and provisions of this Agreement shall be considered a grievance.

27. Article 16.03 – Grievance Procedure

- Amend as follows:

~~An employee who feels he/she has been aggrieved within the terms of Article 16(1) above may present a grievance.~~ Any grievance which is not presented to Management at Step One within ten (10) calendar days following the event giving rise to the grievance **shall be considered abandoned and ineligible for arbitration forfeited and waived.**

28. Article 16.04 – Grievance Procedure

Portions of the following proposal are contingent on successful resolution of Alberta LRB file GE-08303 based on the resolution presented by the Co-operative to the Union. Should the matter not be resolved at the time that bargaining commences, the Co-operative defers discussion on this item and reserves the right to modify or remove its proposal.

- Amend as follows:

The procedure for adjustment of grievances shall be as follows:

Step One: By a discussion between the employee, with the Shop Steward present at the employee's option, and the immediate Management Supervisor, who must render a reply within three (3) working days of the meeting.

Step Two: If a satisfactory settlement is not reached at Step One, then within seven (7) calendar days of the Supervisor's reply, the grievance shall be submitted in writing on a form supplied by the Union and dealt with at a discussion between the Shop Steward and Union Representative, and the **Distribution Centre Operations Warehouse Manager or Feed Plant Manager**, who must render a reply in writing within five (5) working days of the meeting.

Step Three: If a satisfactory settlement is not reached at Step Two, then within fourteen (14) calendar days, the grievance shall be submitted to the **Industrial Relations Director-Labour Relations Manager or designate** of the Co-operative who will review the matter with the Union Representative and render a reply within fourteen (14) calendar days.

Step Four: If a satisfactory settlement is not reached at Step Three, the matter may be referred to Arbitration as per Article 17.

29. Article 16.08 – Grievance Procedure

- Delete in its entirety:

~~The Co-operative agrees that any written disciplinary notices shall be removed from the employee's personnel file after twenty-four (24) months from date of issue except in cases involving violence in the workplace, harassment or major safety violations. This time period of twenty-four (24) months shall not include periods of lay-off, leave of absence or disciplinary suspensions.~~

~~It is understood that should any employee receive a written disciplinary notice for the same or similar offence during said twenty-four (24) month period, the employee will then be required to wait a further twenty-four (24) months before the written discipline is removed from his/her personnel file.~~

30. Article 21.03 – Seniority List

- Amend as follows:

The Co-operative shall post in a conspicuous place a seniority list showing regular employees. This list shall be revised every six (6) months. ~~For the purpose of compiling the seniority list the official employee record cards shall be used.~~

31. Article 21.04 (New Paragraph)

- Add the following paragraph as follows, retaining the balance:

No employee will be awarded a new position until he/she has served at least one (1) year in his/her present position unless mutually agreed by the Union and the Co-operative.

32. Article 21.05 – Promotions and Vacancies

- Amend as follows:

~~In the event of a vacancy occurring in any department, first consideration shall be given to promotion of senior employees in that department or group and secondly to promotion of properly qualified employees from other departments or group. Promotions shall be awarded on the basis of seniority, provided the employee has the ability, skill, merit and fitness to perform the work satisfactorily.~~

Permanent vacancies and new positions within the scope of this agreement shall be filled on the basis of qualifications, merit, ability and then seniority; where qualifications, merit and ability are comparable and sufficient, the senior applicant will be selected.

For a period of thirty (30) calendar days following a placement resulting from the successful bidding for a job vacancy, the employee shall be permitted to return to his/her former job. The Co-operative shall also have the right to return such employee to his/her former job within the sixty (60) calendar day period. If he/she is found to be incapable of satisfactorily performing the duties of the job vacancy, the job will not be reposted, but will be filled by the second preferable candidate from ~~on~~ the original posting; **if no other preferable employee applied for the position the Co-operative may hire externally without needing to repost the original posting.**

33. Article 21.06 – Lay-Offs and Transfers

Portions of the following proposal are contingent on successful resolution of Alberta LRB file GE-08303 based on the resolution presented by the Co-operative to the Union. Should the matter not be resolved at the time that bargaining commences, the Co-operative defers discussion on this item and reserves the right to modify or remove its proposal.

- Amend as follows:

Employees doing generally the same work ~~in the Warehouse or Feed Plant~~ shall be laid off when staff is reduced and taken on again when staff is increased **on the basis of qualifications, merit, ability and then seniority** ~~according to their seniority in that department, provided qualifications are adequate and~~ provided such procedure does not unduly penalize the economical and efficient operation of the Plant; **where qualifications, merit, and ability are comparable and sufficient, seniority shall then be the determinate.** Employees being temporarily transferred from one (1) department to another shall not lose their seniority rights. The senior employees in the Warehouse shall have shift preference.

34. Article 21.07 – Bumping Rights for Layoff Situations

- Amend as follows:

Option One:

- a.) The employee may bump another employee with less seniority than him/her in any classification within the same department provided they have **comparable or equal the qualifications**, ability, skill, merit and fitness to do the job. ~~It is understood that only the most junior person within a classification will be laid off initially.~~ Any employee moving into a different classification because of bumping will be on a sixty (60) day probationary period, during which they must meet the job requirements and/or production standards. **Employees cannot bump into higher paid classifications.**
- b.) The employee may bump into the most junior employee by classification and by shift in another department, provided they have more seniority than the employee being bumped and have **comparable or equal the qualifications**, ability, skill, merit and fitness to do the job. They are also restricted by the below listed items:
 - i. **Employees cannot bump into higher paid classifications.**
 - ii. The employee will be on a sixty (60) day probationary period, during which they must meet the job requirements and/or production standards.
 - iii. The employee's seniority will continue to be recognized for postings in original department.
 - iv. The employee can return to their original department by means of being accepted on a posting only.

Option Two

- f.) The employee may accept the layoff

35. Article 21.08 – Seniority

- Amend as follows:

Except as may be required by Employment Standards, the **employment and** seniority of any employee shall be considered broken, all rights forfeited and the Co-operative is under no obligation to rehire, when he/she either:

- a.) Voluntarily leaves the service of the Co-operative, or is discharged for cause; or
- b.) Fails, after reasonable notice, to return to work when recalled; or
- c.) Has been out of employment by the Co-operative for a period of twelve (12) months or longer; or
- d.) Fails to show up for work for three (3) consecutive shifts without a valid reason and proper prior notice.

36. Article 22.01 – General

- Amend as follows:

The Co-operative agrees that where an employee's shift is changed he/she will be notified one (1) week in advance of such change unless an emergency arises precluding a full week's notice.

In the event of a permanent change to an employee's shift by four (4) or more hours, that position shall be deemed vacant for the purposes of bidding and the affected employee shall be granted bumping rights.

Once an employee has been working in a changed shift for six (6) months or greater, future changes to that shift shall not be cumulative with previous changes to count towards the activation of bumping rights in this article.

37. Article 22.03 – General

- Amend as follows:

An employee temporarily assigned to a higher rated position for a period of more than **three (3)** ~~one (1)~~ hours of continuous employment in that classification shall receive the (next) highest rate in the higher classification for the whole period of time in that position. Should the employee be fully qualified in that higher rated classification, he/she shall receive the maximum rate of the classification.

Any employee temporarily assigned to perform work in the freezer for a period of one (1) continuous hour or more, will receive in addition to his/her regular rate, the freezer premium **for each full hour worked in the freezer.**

The Co-operative shall assign employees to temporary relief positions in excess of **three (3)** ~~one (1)~~ hours on the basis of **qualifications, ability, skill, merit and fitness to do the job; should those be equal and sufficient then seniority shall be the deciding factor** ~~providing they have the ability to do the job.~~

38. Article 22.05 – General

- Amend as follows:

The Co-operative, ~~in order to encourage the use of~~ **where safety shoes are required**, will provide a subsidy of seventy-five percent (75%) of the cost up to a maximum of one hundred and fifty (\$150.00) dollars. **Such subsidy will be provided once per calendar year per employee** ~~This subsidy is effective the first pay period after ratification.~~
Employees must complete their probationary period prior to receiving reimbursement.

39. Article 22.07 – General

- Amend as follows:

Employees designated as "Management Trainees" shall continue to accrue seniority for a period not greater than ninety (90) days from the day of such appointment. **There shall be no limit on the number of employees who can be designated as "Management Trainees". In addition to this initial ninety (90) day period,** ~~Management trainees shall continue to accrue seniority for subsequent vacation relief to a maximum of eight (8) weeks each for no more than three (3) management trainees per vacation year. In no event will more than~~ **seventy-two (72)** ~~twenty-four (24) weeks be used for the relief in a vacation year;~~ **for Any subsequent additional** supervisory relief assignments **in that vacation year**, the management trainees shall not accumulate Bargaining Unit seniority. Should the management trainee be assigned to relief supervisory positions, the trainee shall not perform Bargaining Unit work for the duration of the assignment.

40. Article 23.01 – Duration

- The Co-operative will make a proposal regarding duration at a later date.

41. Article 23.02 – Duration

- Amend as follows:

In the event that the negotiations extend beyond the expiry date, then ~~the~~ revised terms of the Agreement when executed shall be in effect as of the date of ratification, subject to the parties negotiating specific terms or conditions retroactive to the expiration date of the last Agreement, or in effect at some other agreed to point in time. ~~retroactive to the expiration date of the last Agreement.~~

42. Appendix “A” – Re: Wages

- The Co-operative will make a proposal on wages and classification changes in Appendix A at a later date.

The following proposal is contingent on successful resolution of Alberta LRB file GE-08303 based on the resolution presented by the Co-operative to the Union. Should the matter not be resolved at the time that bargaining commences, the Co-operative defers discussion on this item and reserves the right to modify or remove its proposal.

- Delete all wages and classifications that relate to the Feed Plant.

43. LOU 1 – Casual Labour Rates

- Delete in its entirety

44. LOU 2 – Part Time Employees

- The Co-operative wishes to discuss the use of Part Time employees and reserves the right to table a formal proposal at a later date.

45. LOU 3 – Shift change

- Amend as follows and renew:

1. Full-time employees:

a) Where an employee's shift is changed, the employee will be notified one (1) week in advance of such change.

b) Where the new shift begins on the employee's second day of rest, the employee will have the option of working that day at regular overtime rates or being granted a day off in lieu with pay.

c) Where the new shift begins on the employee's first day of rest, the employee will have the option of working these days at regular overtime rates or being granted two days off in lieu with pay.

d) Where the new shift begins after two (2) ~~consecutive~~ **scheduled** days off, there will be no additional time paid.

2. Part-time employees:

a) Part-time employees are not guaranteed a standard forty (40) hour, five (5) consecutive day work week, or a guaranteed shift, therefore first and second days of rest do not apply.

b) Part-time employees who work more than forty (40) hours in a normal work week will be paid normal overtime rate.

3. Moving to Non-Consecutive Shifts

a) Where the Co-operative is posting full time positions with non-consecutive days worked shift schedules, should current employees not apply for these posted positions, the Co-operative may choose to change the most junior full time employee within that classification to the non-consecutive shift schedule following the notice timelines as outlined in point 1. Affected employees will not have bumping rights as outlined in article 22.01.

46. LOU 4 – Temporary Moves

- Renew

47. LOU 5 – Workers Compensation and Long Term Disability Absences

- Renew

48. LOU 6 – 4-10 Hour Shifts

- Amend as follows and renew:

The Co-operative agrees that during the term of this Collective Agreement it ~~will~~ **may** create **additional four (4) day, ten (10) hour shifts on any shift in the Warehouse.** ~~4-10 hour shifts only on the night shift in the Warehouse.~~ In implementing these shifts, the Co-operative further agrees:

1. Employees will not be forced to take a ten (10) hour shift.
2. Employees currently working a night shift consisting of five (5) eight (8) hour shifts will be allowed to continue working their five (5) eight (8) hour shifts.
3. Once an employee who has elected to continue working five (5) eight (8) hour shifts accepts another shift or leaves the employ of the Co-operative, the vacated shift may be reposted as a 4-10 hour shift.
4. **These shifts need not be consecutively worked; for example one shift could be Monday-Tuesday on, Wednesday off, Thursday-Friday on, Saturday-Sunday off.**

49. LOU Equipment Technician Job Classification

- Amend CBA to remove the Equipment Technician Apprentice classification and delete LOU.

50. Discussion Item – Maintenance Workers

- The Co-operative wishes to discuss maintenance work and reserves the right to table a formal proposal at a later date.