

THE JOINT CANNABIS SHOP

FROM: June 14, 2023

TO: January 2, 2026

President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,
President UFCW Local 832



THE JOINT CANNABIS SHOP

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EXPIRY DATE: JANUARY 2, 2026

BETWEEN:

THE JOINT CANNABIS SHOP in the Province of Manitoba, hereinafter referred to as the "Employer"

AND

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

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of The Joint Cannabis Shop, in the in the Province of Manitoba, save and except Junior Operations Team Leader (formerly referred to as District Manager) and those excluded by the Act.

1.02 The Employer shall provide the Union with an electronic Excel list containing the current names, Social Insurance Numbers, employee numbers, addresses, telephone numbers, email, classifications, departments, status, birthdates and rates of pay of all bargaining unit employees, upon written request from the Union, up to twice per calendar year.

ARTICLE 2 DEFINITIONS

2.01 Full-time Employee

A full-time employee shall be a person who is scheduled to work not less than thirty six (36) hours per week. Full-time employees will have two days off per week, unless the employee agrees otherwise.

2.02 Part-time Employee

A part-time employee shall be a person who is normally scheduled to work fewer than thirty-six (36) hours per calendar week.

2.03 **Gender**

The parties agree that this collective agreement should contain gender neutral language throughout. Any provision in this Collective Agreement which is expressed in terms of a specific gender, shall apply equally to all employees covered by this agreement regardless of their gender.

2.04 **Promotion**

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

2.05 **Demotion**

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

2.06 **Layoff**

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

2.07 **Spouse**

A "spouse" is a person of the same or opposite sex who is married to the employee or who has cohabited with the employee in a conjugal relationship for at least twelve (12) consecutive months, unless specifically outlined in other Articles in this Collective Agreement.

ARTICLE 3 UNION SHOP

3.01 All new employees hired after the date of signing this Agreement shall, as a condition of employment, become Union members within thirty (30) days of the date of employment and shall, as a condition of employment, remain Union members in good standing. This is subject to rights of "religious objectors" as provided in *The Labour Relations Act*.

3.02 The Employer shall forward a copy of Exhibit One, sample attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter.

3.03 The Employer shall provide the Union, once a month, when submitting the Union dues and initiation fees with an electronic Excel list containing the names and Social Insurance Numbers of all employees who have terminated, retired, laid off, sick leave or on leave of absence, during the previous month.

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the accounting department/bookkeeper of the Union via direct deposit within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly electronic Excel statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the statement, with the name change of employees.

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

4.03 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, save and except for an error committed by the Employer.

ARTICLE 5 PROBATIONARY PERIOD

5.01 Any employee who is hired by the Employer shall be on probation for their first five hundred and twenty (520) hours of employment. The Employer, at its discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration Articles of this Agreement.

 The Employer reserves the right to extend a new employee's probationary period for good and just reasons up to an additional eighty (80) hours. Such an extension, and the reasons why, shall be made known to the affected employee prior to the expiry of the original probationary period. The Employer shall advise the Union of any employee's probationary period being extended.

ARTICLE 6 HOURS OF WORK

6.01 Work Week/Full-time Employees

 The basic work week for full-time employees shall be a minimum of thirty-six (36) hours.

6.02 **Work Week/Part-time Employees**

The basic work week for part-time employees shall be up to thirty-six (36) hours to be worked in shifts from Monday to Sunday.

6.03 **Consecutive Hours of Work**

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

6.04 **Work Week/One General Holiday**

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

6.05 **Work Week/Two General Holidays**

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

6.06 **Work Schedules**

The Employer shall post, via digital software, a weekly work schedule for all employees not later than Tuesday noon for the period of two (2) consecutive weeks. Each week thereafter the current schedule shall be replaced with another schedule for the week following the week already posted. There will always be a two (2) consecutive one (1) week schedule posted digitally.

Schedules shall include the starting and quitting times of each shift that is to be worked by employees in the bargaining unit. If the new schedule is not posted by Tuesday noon, then the schedule already posted shall apply for the following week, unless it is corrected by Thursday at 6:00 p.m.

Schedules may be changed without notice in the event of an unscheduled absence by employee(s), or in the event of emergencies such as a snowstorm, breakdown of machinery or instances of force majeure.

6.07 **Time Worked Record**

The Employer shall provide a system to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they start and finish work and any other recording as required. Employees shall be entitled to review their time records upon request. The Employer shall forward all completed time records to the Union Office whenever a written request to do so is received from the Union.

Employees are required to keep passwords to time recording software confidential.

6.08 Emergency Pay

In situations where the public transportation system for the City of Winnipeg is to be shut down or declared unsafe due to inclement weather, any employee who was scheduled to work during such day may, at the discretion of the Employer, be provided with alternate transportation to and from work. The Employer will make reasonable efforts to reschedule shifts missed due to inclement weather without incurring overtime.

6.09 Employees may be specifically hired to work certain shifts (e.g. evenings, nights, weekends, weekdays). After six (6) months of employment, employees may request to change their availability status indicating that they wish to be scheduled outside their contracted shifts. The Employer will use its best efforts to accommodate such requests, subject to operational requirements as determined by the Employer. Requests cannot be made more often than every six months, and availability status will remain unchanged if no such request is made. Student employees may request to change their availability status before each school term, and prior to summer vacation. The Employer will use its best efforts to accommodate such requests, subject to operational requirements as determined by the Employer. Requests made outside these timelines will be considered in extenuating circumstances.

ARTICLE 7 MEAL AND REST PERIODS

7.01 Meal Periods

- (a) A person working a daily shift of five (5) hours or more shall receive one (1) meal period with pay of not less than thirty (30) minutes. Such time may be interrupted but not cancelled to meet operational needs.
- (b) Meal periods for all employees shall be taken at approximately the mid-point of their daily shift.

7.02 Rest Periods

- (a) A person working a daily shift of fewer than five (5) hours shall receive one (1) fifteen (15) minute rest period with pay. Such rest period may be interrupted to meet operational needs.
- (b) A person working a daily shift of five (5) hours or more but fewer than eight (8) hours shall receive one (1) fifteen (15) minute rest period with pay which shall be in addition to the meal period with pay that is provided for in sub-article 7.01 above. Such rest period may be interrupted to meet operational needs.

A person working a daily shift of eight (8) hours or more shall receive two (2) fifteen (15) minute rest periods with pay which shall be in addition to the meal period with pay that is provided for in sub-article 7.01 above. Where operational needs permit, one (1) rest period shall be taken during the first half of said daily shift and the other rest period shall be taken during the second half of said daily shift. Such rest period may be interrupted to meet operational needs.

- (c) Rest periods shall not be combined with the meal period unless approved by management.
- (d) Only one (1) employee may take a rest period at a time, unless allowed by management.

7.03 Employees who work overtime of two (2) hours or more on the completion of an eight (8) hour shift shall receive a fifteen (15) minute rest period with pay at the conclusion of the first hour of overtime worked, and shall receive an additional fifteen (15) minute rest period with pay at the conclusion of each additional two (2) hours of overtime worked. Such rest period may be interrupted to meet operational needs.

ARTICLE 8 OVERTIME

8.01 All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week shall be paid for at the rate of one and a half (1.5x) times the employee's regular hourly rate of pay.

8.02 All employees working on General Holidays as designated in Article 9 of this Agreement shall be paid the regular hourly rate of pay they would have received had they not worked plus an additional one and a half (1.5x) time said hourly rate of pay for all such time worked.

8.03 The Employer may post a schedule containing unassigned shifts on Tuesdays, in accordance with Article 6.06. Employees who have indicated availability to work at the location where the unassigned shift is to be worked may submit a request to pick up an unassigned shift via the Employer's scheduling software no later than Wednesday at noon. The Employer will then assign those shifts to employees who have indicated interest, in the following priority:

- (a) Employees who will not attract overtime by virtue of working the shift will be offered the shift first, in order of seniority.
- (b) If the shift cannot be filled through (a), then the shift will be offered to the employee who will attract the least amount of overtime by virtue of working the shift. If two or more employees will attract the same amount of overtime, the shift will be offered by seniority.

The Employer is not required to assign shifts to employees who do not have a specific qualification required for the shift.

8.04 Where a shift cannot be filled through application of Article 8.03, either because a suitable employee has not requested it, or because it needs to be filled after the schedule has been finalized, the Employer will offer the shift to employees who have indicated availability at the location where the shift is to be filled via its scheduling software, and award the shift to the first qualified employee who accepts the shift. Should more than one qualified employee request a shift before the shift has been awarded by the Administrative team, the shift shall be awarded by seniority.

8.05 Where a shift cannot be filled within forty-eight (48) hours of making it available on the scheduling software in accordance with 8.04, or in any circumstance where the shift to be filled is to commence within 8 business hours, then the Employer may require employees to work the shift, starting with the most junior employee who has the ability to do the normal functions of the job and for whom the shift is within their previously indicated availability or may fill the shift with employees out of scope of the bargaining unit.

8.06 Non-scheduled overtime (not to exceed two (2) hours) shall be offered to employees on the shift at the location where the overtime is required and who have the ability to do the normal functions of the job, in order of seniority. Where the overtime cannot be filled in this fashion then the Employer may require a junior employee from that location to work the time (up to two (2) hours) or have an employee out of scope of the bargaining unit perform the work.

8.07 An employee who will be absent from work due to illness shall be responsible to give direct notice to the employee identified as the Admin Department Responsible Person in Charge at the current time (or delegate) at least two (2) hours prior to the start of a shift unless this is not possible for reasons acceptable to the Employer. "Direct notice" means a text message or phone call with a message left to the employee identified as the Admin Department Responsible Person in Charge at the current time (or delegate) including name, contact number, start time, end time and location of the shift impacted, and reason for absence (not to include diagnosis).

8.08 Employees' requests for shift changes shall be submitted via the Employer's scheduling software by the employee requesting the exchange and be accepted via the Employer's scheduling software by the employee who has agreed to make the change. These requests are subject to the approval of the Admin Department Responsible Person in Charge or delegate, and shall not result in overtime costs to the Employer. Requests shall be submitted with as much notice as possible, and at minimum seventy-two (72) hours unless otherwise consented to by the Employer. Except in extenuating circumstances, employees will be limited to two (2) shift exchanges per month.

ARTICLE 9 **GENERAL HOLIDAYS**

9.01 The following days shall be recognized and considered as paid General Holidays:

New Year's Day	Canada Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day

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

9.02 Remembrance Day will be observed in accordance with *The Remembrance Day Act*.

9.03 In order for an employee to qualify for a General Holiday with pay the employee must not have been voluntarily absent from their scheduled work day immediately prior to or following such holiday. Verified illness or injury, where such injury does not enable them to perform the required functions of their job, or any other authorized leave of absence shall not disqualify an employee.

9.04 If a General Holiday occurs during an employee's vacation, the employee at their discretion, shall take either an extra day's vacation with pay or an extra day's pay, where the general holiday is one which the employee would have received had they been working.

9.05 All full-time employees shall receive a normal days' pay at their regular hourly rate of pay for each General Holiday and such hours will be considered hours worked for the purpose of calculating overtime entitlement.

9.06 Subject to 9.03, part-time employees shall receive General Holiday pay based on five (5%) percent of their total gross earnings (excluding overtime) in the four (4) calendar weeks immediately prior to said General Holiday.

ARTICLE 10 **MINIMUM SHIFT**

10.01 No employee shall be scheduled to work for less than three (3) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full three (3) hours at their appropriate hourly rate of pay.

10.02 No employee shall be called in to work for less than three (3) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full three (3) hours at their appropriate hourly rate of pay.

ARTICLE 11 **RELIEVING RATES/TEMPORARY ASSIGNMENTS**

11.01 Any employee who is temporarily and specifically assigned by management to work in a higher paying classification for more than one (1) shift in a consecutive period of time shall receive the higher rate of pay for all time so employed.

11.02 Any employee who is temporarily and specifically assigned by management to work in a lower paying classification shall nevertheless continue to receive their higher rate of pay for the first fourteen (14) consecutive calendar days so employed, unless the employee has been so assigned due to their own request.

ARTICLE 12 **VACATIONS**

12.01 **Vacation Entitlement:**

For the purposes of this Agreement, a vacation year is the period beginning on January 1 and ending on December 31.

<u>Years Of Continuous Service Since Most Recent Hire Date As Of January 1st</u>	<u>Vacation Time</u>	<u>Vacation Pay</u>
Less than 1 year	2 weeks prorated for the partial year of employment	4%
1 year or more but less than 5 years	2 weeks	4%
5 years or more	3 weeks	6%

12.02 Any accrued but unused vacation pay will be paid out to an employee upon their termination of employment.

12.03 Employees shall take their vacations in one week blocks unless management agrees otherwise.

12.04 The Employer shall post a vacation planner containing each employee's number of weeks of vacation entitlements by March 1st of each year so as to enable employees to write in their preferred vacation time. Employees shall have until March 31st of each year to write in their preferred vacation time. On April 15th of each year the Employer shall post a finalized vacation schedule which cannot be changed except at the request of the employee. Seniority shall be the governing factor in the choice of vacation. The Employer will decide in its absolute discretion the number of employees and/or number of employees in each position who may take vacation at any one time. Employees who wish to take their vacations prior to March 1st may request to do so subject to operation requirements and, in such event, must make the request of the Employer at least three (3) weeks in advance of all such time off requested. Late submitted vacation requests after April 15th will be granted on a first come first serve basis.

12.05 Accrued vacation pay shall be paid to employees upon request, or at least once per year. Payment will be made on the employee's regular pay, but identified as vacation pay on the pay stub.

12.06 Upon written request of the employee, the Employer shall grant time off for vacation purposes without pay to part-time employees based on the full-time employees' schedule of vacation entitlements.

12.07 A part-time employee proceeding to full-time employment shall be credited with the length of continuous service with the Employer as a part-time employee for the purpose of establishing full-time vacation entitlement.

12.08 Vacation entitlement of part-time employees will be calculated on the basis of the average weekly hours worked by the employee in the prior year.

ARTICLE 13 MANAGEMENT RIGHTS

13.01 Subject to the terms of this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. Without limiting the generality of the foregoing, the Employer's rights shall include:

- (a) the right to maintain order, discipline and efficiency; to make, alter and enforce reasonable rules and regulations to be observed by its employees; to discipline and discharge probationary employees and to discipline and discharge other employees for just cause.
- (b) the right to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay off, recall and suspend employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit.
- (c) the right to determine the location and extent of its operations and the commencement, expansion, curtailment or discontinuance of its operations, the direction of the working forces, the work to be performed; the standards of work and service, and the choice of supplier of goods and services; the schedules of work and of service, the methods, process and means of performing work; job content and requirements, quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; the number of employees needed by the Employer at any time and how many shall work on any job operation; working hours, the number of hours to be worked; starting and quitting time; and generally, the right to manage the business affairs of the Employer shall be the sole right of the Employer.

13.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 14 NOTICE OF LAYOFF/CLOSURE

14.01 Notice of Layoff

The Employer shall notify all employees, who are to be laid off, as soon as practicable prior to the effective date of the layoff.

14.02 Notice of Closure

The Employer shall notify all employees who are to be affected by the permanent closure of all or any portion of the Employer's operation, as soon as practicable prior to the effective date of such closure.

ARTICLE 15 PAYMENT FOR MEETING ATTENDANCE

15.01 When the Employer requires an employee to be present at a meeting called by the Employer during the employee's scheduled working hours, time spent at such meeting shall be considered as time worked.

15.02 Any employee who is required by the Employer to attend a meeting outside of their assigned working hours shall be paid the greater of time actually spent at the meeting or three (3) hours' pay.

ARTICLE 16 PROTECTED LEAVES OF ABSENCE

16.01 Personal Leave

A leave of absence without pay, for personal reasons, may be granted to an employee, subject to operational requirements as determined by the Employer. If the leave is for a period of one (1) calendar week or more a written application must be made by the employee to the Employer and written confirmation of said leave shall be given within three (3) working days of the application, to the employee involved by the Employer and a copy shall also be forwarded to the Union Office. Where practicable, the employee will give notice of at least one (1) week for leaves of any length.

16.02 Union Leave

A leave of absence without pay to attend to Union business shall be granted to an employee. Four (4) weeks' advance notice shall be given to the Employer indicating that such leave is required and unless otherwise agreed to by the Employer no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Employer and the Union.

16.03

Union Convention/Conference/Education Leave

A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Employer upon receiving a written request from the Union. Time off shall not be granted to more than one (1) employee at any one (1) time unless otherwise mutually agreed to between the Employer and the Union, and the duration of any such leave shall not exceed seven (7) calendar days per occasion. The Union shall give the Employer written notice not less than four (4) weeks before the requested leave is to commence. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall not be unreasonably denied by the Employer.

16.04

Negotiation Leave

The Employer shall allow up to three (3) employees time off for the purpose of preparing and or attending negotiations for the renewal of the Collective Agreement. Employees on such leave will be paid by the Employer as if they had worked. The Employer will then bill the Union for all lost wages and the Union will remit payment promptly. The Union must provide at least three weeks' advance notice of such leave.

16.05

Family Responsibility Leave

In the event of personal illness or a need for the employee to meet family responsibilities, an employee who has been employed at least thirty (30) days may request, and if so, shall be granted an unpaid leave of absence or absences which shall not exceed three (3) scheduled days in total per calendar year. An employee wishing to take leave under this Article must give the Employer as much notice of the leave as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the need for the leave. Any costs associated for this verification to a maximum of twenty-five (\$25.00) dollars will be paid for by the Employer, upon provision of a receipt.

16.06

Witness Leave

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

16.07

Bereavement Leave

All employees who have been employed at least thirty (30) days shall be entitled to bereavement leave of three (3) working days without pay when the employee is to be absent from work due to a death in their immediate family. Employees shall not be required to attend the funeral in order to be eligible to receive bereavement

leave time off without pay. The term "immediate family" shall mean: parent, step-parent, child, step-child, brother, sister, spouse, fiancé, grand-parent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent-in-law, aunt, uncle, niece, nephew former or current foster parent or child, former or current legal guardian, any person residing in the employee's household or anyone who is not related, but whom the employee considers to be like a close relative. Before taking bereavement leave, the employee must give the Employer notice of the amount and the timing of the leave to be taken, and of the death to which it relates. If requested by the Employer, the employee must also provide evidence of entitlement to the leave.

Bereavement leave shall be extended by up to two (2) additional working days without pay, as may be necessitated by reason of travel to attend the funeral, when the funeral is held outside the City of Winnipeg. Additional days off without pay for other reasons may be granted by mutual agreement between the Employer and the employee concerned.

The Employer shall grant one (1) day off without pay to any employee who acts as a pallbearer, eulogist, mourner or officiant at a funeral of a person who is not a member of the employee's immediate family.

Additional bereavement leave without pay may be granted by prior mutual agreement between the Employer and the employee.

16.08 **Maternity Leave**

An employee who has been employed by the Employer at least seven (7) consecutive months shall be granted a maternity leave of absence without pay by the Employer. Said employee must return to work within seventeen (17) weeks unless they wish to take parental leave immediately following their maternity leave.

Where an employee intends to return to work immediately following their maternity leave they must give the Employer a minimum of two (2) weeks' notice in advance of the day they intends to return to work. As well, they must provide the Employer with a Medical Professional's certificate, certifying they are medically fit to return to work.

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

An employee who wishes to resume employment on the expiration of maternity leave granted in accordance with this Article shall be reinstated in the position occupied at the time such leave commenced or to a comparable position with not less than the wages and benefits earned by the employee immediately before the leave began, except where the Employer lays off the employee, terminates their employment, or fails to reinstate for reasons unrelated to the leave.

Parental Leave**(A) Entitlements**

Every employee who has been employed by the Employer at least seven (7) consecutive months

(a) who,

becomes the parent of a child or assumes actual care and custody of a child,

and

(b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to sixty-three (63) weeks.

(B) Commencement of Leave

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

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

(C) Late Application for Parental Leave

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

(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of parental leave granted in accordance with this Article shall be reinstated in the position occupied at the time such leave commenced or to a comparable position with not less than the wages and benefits earned by the employee immediately before the leave began, except where the Employer lays off the employee, terminates their employment, or fails to reinstate for reasons unrelated to the leave.

16.10 **Compassionate Care Leave**

Employees who have been employed at least ninety (90) days may request time off for Compassionate Care purposes and if so, shall be granted an unpaid leave of absence or absences which shall not exceed twenty-eight (28) weeks in total to provide care or support to a seriously ill family member. The employee must also provide a medical certificate stating that the eligible family member has a serious medical condition with a "significant risk of death within twenty-six (26) weeks", and that the family member requires care or support from one or more family members, as defined by *The Employment Standards Code* (Manitoba) and Regulations.

Employees may take the leave in one (1) or two (2) periods that must be at least one (1) week long. When possible, employees must give at least one (1) pay period of notice before the leave and provide their Employer with a doctor's certificate as soon as possible. Unless the Employer and employee agree otherwise, an employee who wants to return to work earlier than the date the leave ends must give the Employer at least forty-eight (48) hours' notice.

An employee who wishes to resume employment on the expiration of compassionate care leave granted in accordance with this Article shall be reinstated in the position occupied at the time such leave commenced or to a comparable position with not less than the wages and benefits earned by the employee immediately before the leave began, except where the Employer lays off the employee, terminates their employment, or fails to reinstate for reasons unrelated to the leave.

It is understood that should a death occur during or after the Compassionate Care Leave, the employee shall be eligible for Bereavement Leave as per sub-article 16.07 of this Collective Agreement.

ARTICLE 17 SENIORITY

17.01 Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit at all locations. "Length of Service" will begin on the first day of employee training. When more than one employee commences training on the same day, the employees will be entered into the seniority list in order of the last four digits of their Social Insurance Numbers, with the lowest number being entered as the

most senior. One seniority list will be created for all operations for the scope of this agreement.

17.02 Seniority shall continue to accumulate during all paid leaves, and during unpaid leaves of absence provided pursuant to the Employment Standards Code. All other approved leaves will accrue seniority for up to a maximum of three (3) calendar months. Seniority shall accrue as if the employee on leave had worked the hours they would have worked had the leave not been taken.

17.03 An employee shall cease to have seniority rights and their employment status with the Employer shall be terminated for all purposes if the employee:

- (a) is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of fifty-two (52) weeks or is called back to work after a layoff and does not return to work within fourteen (14) calendar days of receiving an email sent to their last known email address. It is the responsibility of the employee to ensure the Employer has their up-to-date email address.
- (d) is absent from work without an approved leave of absence for more than two (2) consecutive working shifts unless a satisfactory reason is given by the employee. True inability to communicate with the Employer shall be considered a satisfactory reason;
- (e) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee. Sickness and/or true inability to communicate with the Employer shall be considered a satisfactory reason;
- (f) the employee has had WCB discontinued and all appeals exhausted and is unable to work in the foreseeable future;
- (g) the employee has been unable to work for twenty-four (24) months and is not expected to return to work in the foreseeable future or;
- (h) a part-time employee has not been available to work at least two (2) shifts per week for three (3) consecutive weeks (excluding periods of authorized leave).

17.04 Where qualifications, experience (other than experience in illicit trade) and ability of employees are relatively equal, seniority shall be the governing factor in all matters of layoff and recall after layoff.

17.05 Employees from within the bargaining unit who accept a position with the Employer which places them outside of the bargaining unit shall continue to accumulate seniority for a period of two (2) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the two (2) month period if they so choose. Employees who remain outside of the bargaining unit beyond the two (2) month time limit shall keep the seniority they had immediately prior to leaving the bargaining unit in the event they eventually return to the bargaining unit within two (2) months of leaving it but shall not in such cases accumulate any seniority for the time period that they were outside of the bargaining unit beyond the two (2) month limitation.

17.06 Seniority for full-time employees shall apply amongst full-time employees and it is agreed that all full-time employees shall have seniority over all part-time employees. Part-time employees shall have seniority only over other part-time employees. Part-time employees who become full-time shall be credited with one (1) year of full-time seniority for each 2080 hours worked, adjusted on a pro rata basis for partial years.

17.07 Full-time employees who are reduced to part-time by the Employer shall be placed on the seniority list as per their date of hire.

17.08 No full-time employee shall be laid off and/or reduced to part-time status by the Employer unless all part-time employees have been laid off first, provided the remaining employees have the skills and ability required to do the work without additional training.

17.09 No new employees shall be hired by the Employer so long as there are employees who are on layoff status who are able and willing to perform the work required.

17.10 The Employer shall give one (1) week's notice in writing or one (1) week's pay in lieu thereof, to any employee whose status is to be changed by the Employer from full-time to part-time.

ARTICLE 18 SAFETY AND HEALTH

18.01 The Employer agrees to make all necessary provisions for the protection, safety and health of the Employees. The Employer recognizes and agrees to co-operate with the Safety and Health Committee.

The Employer, the Union and all employees shall make every effort to comply with *The Workplace Safety and Health Act and Regulations*.

18.02 All new employees shall be given an orientation course which will include Safety and Health matters and procedures and evidence of such training shall be supplied to the Union and the Safety and Health Committee Co-Chairperson.

18.03 The Employer shall establish a Safety and Health Committee which shall meet quarterly during regular working hours and which shall conduct workplace inspections of the Employer's operations as required. The committee shall be comprised of two (2) bargaining unit employees chosen by the Union and two (2) management persons. The Employer shall ensure that there is an equal balance of management persons and bargaining unit employees on the Committee. A full-time Union Representative and/or guests may also attend these meetings from time to time. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and the Union. A copy shall be posted electronically for all employees to see. The Employer shall fax or email a copy of such minutes to the Union Office within fourteen (14) calendar days of completion of the meeting. The co-chairperson of this Committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

18.04 The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the Safety and Health Committee to attend safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Committee. Each employee committee member shall receive a minimum of two (2) paid days training per calendar year. Any training beyond two (2) days per year is at the discretion of the Employer.

18.05 Any employee may raise a concern on a safety or health matter at the workplace to the attention of management or a member of the Safety and Health Committee for review and follow-up at the Safety and Health Committee.

18.06 First aid kits and eye wash materials shall be provided for and maintained at the Employer's premises and shall be available for employees to use when they are at work.

18.07 The Employer shall pay the tuition costs of any Safety and Health Committee member who completes a first aid course that has been approved by the Employer.

18.08 The Employer shall ensure that employees are assigned to clean and tidy the area set aside for employees to eat and the washrooms available to the employees.

ARTICLE 19 WORKERS COMPENSATION BENEFITS

19.01 In the event an employee is injured due to an event arising out of, and in the course of employment, and requires medical attention, the injured employee will be promptly assisted by the Employer to a medical facility. A notice of injury documentation shall be filled out and a copy of said form shall be provided to the injured employee immediately following the report of the incident.

19.02 When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall inform the Employer so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided immediately.

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

ARTICLE 20 WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS

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

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

20.03 New or rehired employees may be placed above the start rate for their position in the sole discretion of the Employer.

20.04 Provided employee pay information is accurate and complete, employees shall be paid prior to noon of every second Friday. Each employee's pay shall be accompanied by an itemized statement of wages covering the two (2) weeks ending the previous Sunday. Errors are to be corrected within five (5) days.

ARTICLE 21 ORIENTATION MEETING

21.01 The Employer shall allow new employees ten (10) minutes time off with pay during regular working hours in order to meet with a Shop Steward. Said Shop Steward shall also receive such time off with pay. A full-time Union Representative shall be entitled to attend any such meeting. Where possible this meeting shall take place during the first calendar week the new employee commences working for the Employer.

ARTICLE 22 **UNION REPRESENTATIVE'S VISITS**

22.01 Duly authorized Union Representatives shall be entitled to visit all areas of the Employer's operations where employees work for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. The Union Representative shall give the Employer 24 hours' notice of any such visit, including the locations to be visited and the approximate time the Union Representative anticipates being at each location.

22.02 A Shop Steward or an employee selected by the union representative shall be entitled to accompany the Union Representative at all times during such visits.

22.03 Given the floor plan of the Employer's premises, the Employer cannot guarantee that the Union Representative's meeting will be uninterrupted by normal operation of the store. The Union acknowledges that all areas of the Employer's premises, other than washrooms, are under continuous video surveillance which may not be disrupted in any way. The Union Representative will not attend any non-customer accessible area of the Employer's premises without being accompanied by a store employee at all times.

22.04 The Union Representative shall follow all required health, safety, security and regulatory protocols when visiting the Employer's operations, and must conduct themselves in a manner that does not adversely impact customer service or general operation of the store.

22.05 The Union Representative shall interview employees during their meal and/or rest periods, whenever possible. However, if the interview must occur during the employee's working hours, the Employer shall allow each employee up to five (5) minutes of paid time off in order to meet with the Union Representative at a time which does not adversely impact customer service or general operation of the store.

ARTICLE 23 **SHOP STEWARDS**

23.01 The Employer shall recognize all Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The Employer further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to management. The Union shall ensure the Employer has up to date information as to the names and contact information of all Shop Stewards.

23.02 Shop Stewards shall be allowed time off with pay for up to ten (10) minutes during regular working hours for the purposes of investigating any grievances or potential grievances, so long as regular business operations are not disrupted.

23.03 The Employer shall not discriminate against any employee of the bargaining unit for exercising their rights under the terms of the Collective Agreement.

23.04 Shop Stewards shall be allowed to wear their Shop Steward's badge/pin while on duty, provided such badges/pins are small, businesslike, and do not pertain to political matters.

ARTICLE 24 DISCIPLINE/DISCHARGE

24.01 Where practicable, and where desired by the employee concerned, a Shop Steward, or in the absence of a Shop Steward, another employee on shift from the bargaining unit chosen by the employee being disciplined, shall be present when an employee of the bargaining unit is being disciplined or is being discharged. "Present" may mean present in person or by telephone. The employee concerned may have up to ten (10) minutes to locate a Shop Steward or employee on shift. A full-time Union Representative shall be entitled to attend any such meeting providing they are readily available to do so, and the employee being disciplined consents. Where an employee has left the workplace, the employee and Union will be advised of the discipline or dismissal by email, and the employee or Union may subsequently request a meeting with the Employer to discuss same.

24.02 All disciplinary meetings shall be held in private and shall take place in a location on the Employer's premises or near the Employer's premises (where the employee agrees) or virtually.

24.03 The affected employee, the Shop Steward who is involved, and the Union, shall be given or emailed a copy of any disciplinary or discharge notice which is to be entered on an employee's personnel file—or provided to an employee. In all cases of discipline or discharge the Employer shall notify the affected employee, the Shop Steward who is involved, and the Union, in writing, of the reasons for taking such action. Any such notice of discipline and/or discharge shall be given or emailed to the affected employee and the Shop Steward who is involved-seventy-two (72) hours of the event.

24.04 Employees covered by this Agreement shall have access to their own personnel file, upon written request by the employee involved once in a 12 month period, and shall be able to request copies of their personnel file at that time. A copy of an employee's reply to any document contained in their personnel file shall be placed in the employee's personnel file. The Employer shall keep only one (1) personnel file per employee.

ARTICLE 25 ADJUSTMENT OF GRIEVANCES

25.01 Any complaint, disagreement or difference of opinion between the Employer and the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance where it is submitted in writing.

25.02 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Employer shall promptly supply such information in writing to the Union within seven (7) calendar days from the date of the request.

25.03 The Union or the Employer may present a grievance. Any grievance which is not presented within ten (10) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

25.04 All grievances must be submitted in writing.

25.05 The procedure for adjustment of grievances shall be as follows:

STEP 1: By a discussion between the employee and the Shop Steward and/or Union Representative with the Manager or their designate. The Manager or their designate shall reply to the grievance in writing, to the Union, within five (5) calendar days. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

STEP 2: The Union Representative or Representatives may take the matter up with the Employer official designated by the Employer to handle Labour Relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

25.06 If a satisfactory settlement cannot be reached, then upon request of either party within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 26.

25.07 The Employer and the Union agree that at any time prior to the hearing date for an Arbitration they may voluntarily agree to use a mutually acceptable Mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such Mediator shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

ARTICLE 26 ARBITRATION

26.01 If the Union and the Employer cannot reach a settlement, then at the request of either party, the grievance shall be submitted to an Arbitrator. The party shall notify the other party of its desire to submit the matter to arbitration within fourteen (14)

calendar days after the date the decision at Step 2 of the grievance procedure was or should have been given. The matter is to be submitted to a single arbitrator to be chosen in rotation from a panel consisting of:

Blair Graham
Keith LaBossiere
Karine Pelletier

26.02 If any individual of the above panel who, having been requested in their turn to act as Arbitrator, shall be unable or unwilling to act, they shall not again be requested to act as Arbitrator on any arbitration until their name comes up again on the regular rotation of the panel.

26.03 The Arbitrator shall not be deemed to be willing to act unless they are in the position to convene the hearing within twenty-eight (28) days from the date of their selection. In the event none of the above Arbitrators is willing to convene a hearing within twenty-eight (28) days, the matter will be referred to the Manitoba Labour Board which shall appoint an Arbitrator. The decision of the Arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

26.04 The person selected as Arbitrator shall in no way be involved directly in the controversy under consideration or be a person who has a personal or financial interest in either party to the dispute.

26.05 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as deemed essential to a full understanding and determination of the issues involved. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision as soon as reasonably possible.

26.06 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.

26.07 In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way they deem equitable.

26.08 The findings and decisions of the Arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.

26.09 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances so that there shall be no suspension or interruption of normal operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.

26.10 The expenses and fees of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.

ARTICLE 27 UNION BINDERS AND DECAL

27.01 The Employer shall allow the Union to keep a binder in the lunch area of its premises, or other mutually agreed location, for the purpose of communicating with employees concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement.

27.02 The Employer shall permit the Union to install the Union's decal on the interior or exterior of front door and/or front window of the Employer's premises or such other location as may be mutually agreed to between the Employer and the Union. The decal will not exceed four (4) inches by four (4) inches in size.

ARTICLE 28 HARASSMENT/BULLYING

28.01 The Employer and the Union agree that no form of harassment or bullying shall be condoned in the workplace, and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise.

ARTICLE 29 JOB POSTINGS

29.01 Where the Employer determines there is one or more vacancies within the scope of this Agreement, such vacancies shall be visibly posted on the Joint Cannabis Winnipeg Employees Google Drive, at least five (5) calendar days in which to make an emailed application for such vacancy or vacancies. The Employer shall notify the Shop Steward of all such vacancies, when the vacancy is posted and a copy of the posting shall be emailed to the Union Office. The Employer may post for multiple vacancies at the same time, and may choose to fill or not fill any or all such posted vacancies.

29.02 Vacancies and new positions within the scope of this Agreement shall be filled as soon as possible after the selection is made. The name(s) of the successful applicant(s) shall be posted and the Employer shall forward a copy to the Union Office and shall notify the successful applicant(s).

29.03 Employees on an approved leave of absence or vacation shall be eligible to apply for a job posting while on leave provided the employee can begin work on the required start. The employee may also provide the Employer with written notification prior to going on leave to advise that they are applying for any job postings occurring during the duration of their leave of absence or vacation.

29.04 An employee transferred or promoted to a vacancy or new position within the bargaining unit shall be on a trial period of 520 completed hours of work. If the employee is required to revert to their former position or if the employee voluntarily decides to revert to their former position during this trial period, said employee shall be entitled to do so without any loss of benefits and seniority and shall receive their former rate of pay.

29.05 Where qualifications, experience (other than experience in illicit trade) and ability of applicants are relatively equal, seniority shall be the governing factor in filling vacancies and new positions in the bargaining unit.

ARTICLE 30 JOB TRAINING

30.01 The Employer shall ensure that all employees in the bargaining unit are provided with appropriate training so as to enable them to at all times be familiar with all facets of their job and with all equipment to be used when performing their job. All such training shall be considered as time worked by the employee and shall be paid for in accordance with the terms and conditions contained in this Agreement. The Employer shall pay all costs involved in any courses or training that are required by the Employer, unless such course or training is a pre-requisite for a position, in which case, the employee shall be responsible.

30.02 Employees are responsible for ensuring they comply with the Employer's security screening policy at all times, including, but not limited to maintaining valid "Smart Choices" certification, and providing updated criminal record checks acceptable to the Employer. Employees must report to the Employer any criminal charges laid against them immediately.

ARTICLE 31 STAFF POLICY MANUALS/HANDBOOK

31.01 The Employer agrees to supply the Union and the Shop Stewards, who request same, with a copy of the Employer's Staff Policy Manual and/or handbook. A current copy will be made available to review at all locations.

ARTICLE 32 STRIKES AND LOCKOUTS

32.01 During the term of this Agreement there shall be no strike, slowdown, or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Employer.

ARTICLE 33 HEALTH SPENDING ACCOUNT (HSA)

33.01 Full-time employees who have completed 2080 hours of work and who are not on probation will be reimbursed for 50% of expenses incurred by them on account of vision care (prescription glasses/sunglasses, laser eye surgery or contacts), medications, vaccines, mental health practitioners (counselors or psychologists) or dental care up to a maximum Employer contribution of four hundred (\$400) dollars per year. Payment will only be made where receipts are provided.

ARTICLE 34 EXPIRATION AND RENEWAL

34.01 This Agreement shall be in effect from _date of ratification and shall remain in effect until January 2, 2026, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

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

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

SIGNED THIS DAY OF JUNE 2023.

FOR THE UNION





FOR THE COMPANY

TO: THE NEW OR REHIRED EMPLOYEE:

“The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official Membership Application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.”

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

Below is a sample Membership Application that must be completed and returned to the Employer so it can be forwarded to UFCW, Local No.832 Union Office (1412 Portage Avenue, Winnipeg MB R3G OV5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION  United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION			
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)		I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)	
COMPANY NAME	TOWN/NO./LOCATION	DEPARTMENT/NO.			
CLASSIFICATION	PLANT NO.	FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>		
		PART-TIME <input type="checkbox"/>	OTHER <input type="checkbox"/>		
I hereby make this application for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and I have not declared handling of grievances, privacy and protection of personal information relating to my employment policies and procedures to be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes stated above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.					
APPLICATION FOR EMPLOYMENT		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE:	
					

APPENDIX "A"

A-1 Wage Rate & Classification

<u>DATE OF RATIFICATION WAGE RATE</u>					
Step	Hours Worked	Entry-Level (Sales Associate, Order Processor, Dispatch/Data Clerk)	Supervisory (Shift Supervisor, Dispatch Lead, Inventory Lead)	Assistant Leads	Store Leads
1	0	MW + \$.30	MW + \$.70	MW + \$1.05	MW + \$1.55
2	1040	MW + \$.55	MW + \$.95	MW + \$1.30	MW + \$1.80
3	1040	MW + \$.80	MW + \$1.20	MW + \$1.55	MW + \$2.05
4	2080	MW + \$1.10	MW + \$1.70	MW + \$2.05	MW + \$2.55
5	2080	MW + \$1.40	MW + \$2.20	MW + \$2.55	MW + \$3.05
6	2080	MW + \$1.70	MW + \$2.70	MW + \$3.05	MW + \$3.55

1. Wage grid is based on hours completed in the bargaining unit member's classification.

For example, to move from Step 2 to Step 3, a bargaining unit member must complete 1040 hours in their classification in Step 2. To move from Step 3 to Step 4, a bargaining unit member must complete 2080 hours in their classification in Step 3.

2. When a bargaining unit member moves from a lower job classification to a higher job classification, they will be placed at the lowest Step in the higher classification that provides for a wage increase from their previous level.

For example, if a Step 2 Entry-Level bargaining unit member earning MW + \$0.55 moves into a Supervisory job classification, they would be placed at Supervisory Step 1, earning MW + \$0.70. If a Step 4 Supervisor earning MW + \$1.70 moves into the Assistant Store Lead classification, they would be placed at Assistant Store Lead Step 4, earning MW + \$2.05.

3. Bargaining unit members with a current wage which is over-scale will remain at their current wage until their placement on the wage grid indicates an increase.

4. Hours will be considered to be completed for the purposes of the wage grid once they have been paid and listed on a paystub.

Increases to bargaining unit member wages will be applied in the pay period immediately following the pay period in which the bargaining unit member reaches the hours threshold to advance to the next Step.

5. "Hours of Work" means hours actually worked, plus paid vacation and statutory holidays. Overtime hours are to be counted as straight time.

LETTER OF UNDERSTANDING

BETWEEN:

THE JOINT CANNABIS SHOP in the Province of Manitoba, hereinafter referred to as the "Employer"

AND

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

RE: LUMP SUM PAYMENTS

Within thirty (30) days of the ratification, the Employer will make separate deposits of \$150.00 to each of Taylor Fitzsimmons, Jordin Magnussen and Nicole McGuinness due to their wages not being increased until October 1, 2023.

Within thirty (30) days of the ratification, the Employer will make a separate deposit of \$100.00 for Ivette Tomaszewski due to her wage increase being low until October 1, 2023.

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

SIGNED THIS DAY OF JUNE 2023.

FOR THE UNION

FOR THE COMPANY
