

THIS AGREEMENT made and entered into this 9<sup>th</sup> day of January, 2013.

**BETWEEN:**

**THE BEELAND CO-OPERATIVE ASSOCIATION LIMITED**, a body corporate, incorporated under the Co-operative Association Act, with Head office in the Town of Tisdale, in the Province of Saskatchewan, hereinafter called the “Co-operative”,

OF THE FIRST PART

**AND:**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 496**, affiliated with the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union, hereinafter called the “Union”,

OF THE SECOND PART

**ARTICLE 1 - -PURPOSE**

The purpose of this Agreement shall be:

1. To establish wage rates, hours of work and other working conditions.
2. To provide a method for settlement of disputes and grievances of employees covered by this Agreement.
3. To promote an efficient operation and harmonious relations.

**ARTICLE 2 - CLARIFICATION OF TERMS**

In this Agreement, wherever the words “he”, “his” or “him” appear, it shall be construed as meaning any employees, male or female. Wherever the word “employee” appears, it shall mean any person or persons covered by this Agreement.

**ARTICLE 3 - RECOGNITION**

1. The Co-operative recognizes the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its designated bargaining representatives on all matters relating to rates of pay, hours of work and all other terms and working conditions of employees covered by this Agreement.

2. The Union recognizes the responsibility of its members to perform faithfully and diligently their respective duties for the Co-operative and will at all times carry out their individual responsibilities according to the regulations, methods and procedures established by the Co-operative.
3. The Union agrees to encourage its members to patronize the Co-operative and its services to the fullest extent possible.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

1. The Management of the Co-operative and the direction of the working force, including the right to plan, direct and control operations, to maintain the discipline and efficiency of the employees and to require employees to observe the Co-operative's rules and regulations, to hire, to lay off or relieve employees from duties, to suspend, demote, transfer, promote, discipline and discharge employees for cause are to be the sole right and function of the Co-operative.
2. The Co-operative shall be the sole judge of the merchandise to be handled in its place of business.
3. The parties agree that the enumeration of Management's right set out in Clauses 1 and 2 shall not exclude other functions not specifically set forth. The Co-operative, therefore, retains all rights not otherwise specifically covered in this Agreement.
4. In exercising the foregoing rights, the Co-operative shall act in good faith and shall not evade or alter any of the specific provisions of this Agreement. The Co-operative will not exercise its rights under this Article or any provisions of this Agreement to discriminate against any employee because of his activity in or for the Union.

#### **ARTICLE 5 - SCOPE**

This Agreement shall cover all eligible employees employed by the Beeland Co-operative Association Limited in the Town of Tisdale, Saskatchewan, except:

The General Manager, Controller, Accountant, Food Manager, Petroleum Manager, Home Centre Manager, Farm Centre Manager, **Payroll/Human Resources Officer**, **Bakery/Deli Manager**, Meat Manager, **Produce Manager**, Grocery Manager, Shopping Centre Hardware Manager, Lumber Manager, Lumber Estimator, Management Trainee.

#### **ARTICLE 6 - UNION SECURITY**

1. Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of employment. Every new employee whose employment commences hereafter shall be provided with and shall make application on

the official Union Membership Application form within ten (10) calendar days of the date of employment and shall become a member of the Union within thirty (30) days of this date and shall maintain his membership in the Union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

2. An employee receiving a written reprimand, suspension and/or is being discharged for cause, shall be notified of his right to have a shop steward of his choice present. **Any conversation that may lead to written discipline, an employee shall have a Steward present.**
3. When a document involving a written reprimand, suspension or discharge is entered into an employee's personnel file, the employee will be given a copy of the document at the time it is issued and a copy will be given to a Union Shop Steward.
4. Any discipline entered into an employee's work record will not be used against that employee after twenty-four (24) months following the date of discipline unless there have been further incidents in that time.

#### **ARTICLE 7 - DUES CHECKOFF**

The Co-operative shall, on the first payday of each month and upon request in writing of an employee, deduct out of wages due to each employee eligible for Union Membership, the Union dues, assessments and initiation fees of each employee and shall remit same to the person designated by the Union within fifteen (15) days. The Co-operative will furnish the Union each month with a written list of:

1. The names of employees from whom the deductions have been made.
2. The names of all employees who are hired, laid off or who have terminated employment.

Union dues deductions shall be included on the T-4 Income Tax forms by the Co-operative.

#### **ARTICLE 8 - JOB CLASSIFICATION**

Rates of pay for any new classifications that may be established by the Co-operative within the scope of this Agreement shall be subject to negotiations, provided that the Co-operative shall have the right to establish a rate to be paid until the regular position rate is agreed upon. The agreed rate of pay will be effective as of the date the new position was filled.

## **ARTICLE 9 - SENIORITY**

1. Seniority shall be defined as the length of an employee's continuous service with the Co-operative. New employees shall be on probation for a period of eighty-five (85) days worked during which time they shall not acquire seniority. Upon completion of the probation period, seniority shall be established retroactive to the date on which the employee last entered the service of the Co-operative.

The Co-operative, at their discretion, may discharge any probationary employee during the above time period and said employee shall have no recourse to the Grievance and Arbitration Procedures in this Agreement in respect to this discharge.

The Co-operative and the Union, in special cases, may mutually agree to extend the probation period of an employee for a further period of up to three (3) months but not to exceed six (6) months in total. Such agreements shall be confirmed in writing.

In all cases where a probationary employee is absent from work, the duration of the absence shall be added to the employee's probationary period.

2. If an employee is absent from work due to accident or illness, he shall continue to accumulate seniority, providing such absence does not exceed six (6) months. If an employee is absent from work because of layoff or leave of absence, he shall retain his seniority accumulated prior to his layoff or leave of absence.
3. Seniority shall be broken and all rights forfeited when:
  - (a) An employee is dismissed by the Co-operative for just cause;
  - (b) An employee voluntarily leaves the service of the Co-operative;
  - (c) An employee fails to report for work on recall after layoff;
  - (d) An employee fails to report to work upon completion of an approved leave of absence;
  - (e) An employee is laid off for a period in excess of twelve (12) months.
4. The Co-operative shall prepare and publish a seniority list semi-annually and a copy of such list shall be sent to the Union Office.

## **ARTICLE 10 - LAYOFFS AND RECALLS**

1. When reducing staff or recalling laid-off employees, seniority shall prevail providing the senior employee has the merit, ability and fitness as evaluated by the Co-operative to handle the work to be performed.

2. When the Co-operative recalls an employee who has been laid off, he shall notify such employee by registered letter addressed to the employee's last known address. The employee concerned must notify the Co-operative within five (5) days of the mailing of such letter stating his acceptance or refusal of the employment offered. If an employee fails to report for work within five (5) days of mailing of such notice but does report within thirty (30) days showing good cause for having failed to report within the five (5) days, he shall be notified of the next vacancy and his seniority shall be retained. Good cause shall be: sickness, verified by the certificate of a Medical Practitioner; insufficient travelling time or accident. Failure or refusal to reply to recall notice shall cause all seniority rights to be forfeited unless the recall was for a period of thirty (30) days or less.
3. Employees shall leave their address with the Co-operative and the Union and shall notify both parties of any changes of address thereafter.

### **ARTICLE 11 - PROMOTIONS AND VACANCIES**

1. All vacancies and new positions within the scope of this Agreement shall be filled by the best qualified candidates as evaluated by the Co-operative. Where merit, ability and fitness are comparable and sufficient, the senior applicant will be selected. It is understood that this section applies to full-time and part-time employees.
2. All vacancies and new positions within the scope of this Agreement shall be posted on the bulletin board and employees shall be allowed seven (7) calendar days in which to make written application for such vacancies or new positions.
3. An employee transferred or promoted to a vacancy or new position shall be permitted a qualifying period of three (3) months. If the employee so named does not perform the duties satisfactorily within that time, he shall revert to his former position.
4. If an employee reverts to his former position, any person hired to replace that employee shall be returned to his previous position if he was hired from within the Co-operative, or shall be laid off in the case of a new hire, unless other duties or positions are available for which such new hire has seniority rights.

### **ARTICLE 12 - GRIEVANCE PROCEDURE**

1. Any complaint, disagreement or difference of opinion between the Co-operative, the Union or the employees covered by the Agreement which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance.

Any employee who feels that he has been unfairly treated, the Union or the Co-operative may present a grievance. Any grievance which is not presented within ten (10) calendar days of the event shall be forfeited and waived by the aggrieved party.

2. All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties. Notwithstanding the foregoing, whenever possible, the aggrieved employee (with the Union Shop Steward present or absent at the employee's option) shall first discuss the matter verbally with their Department Manager.
3. The procedure for adjustment of disputes and grievances will be as follows:
  - (a) By a discussion between the Shop Steward (with the aggrieved employee present or absent at his option) and the Department Manager. The aggrieved party shall be given a written decision on the matter within five (5) calendar days after the discussion.
  - (b) Failing agreement of subsection (a), the grievance shall be dealt with by the Grievance Committee of the Union which may include a Staff Representative of the Union and the General Manager or his duly appointed representative in the event of his absence for a period in excess of one (1) week. The aggrieved party shall be given a written decision on the matter within seven (7) calendar days.
  - (c) If a satisfactory settlement cannot be reached then, upon request of either party, the matter shall be referred to the Board of Arbitration established by Article 13.
4. After the completion of any step in Section 3, if the aggrieved party does not proceed to the next step within ten (10) calendar days, the grievance shall lapse.
5. All negotiations with respect to disputes and grievances shall be dealt with during regular working hours and no employee shall suffer any loss of pay for time spent in such negotiations.
6. The parties may agree to the appointment of a mediator to assist in resolving the dispute.
7. **Timelines may be waived by agreement of both Parties.**

### **ARTICLE 13 - BOARD OF ARBITRATION**

1. The Board of Arbitration shall be composed of one Co-operative representative, one Union representative and one person acceptable to both the Union and the Co-operative, who shall act as Chairperson. If agreement cannot be reached within seven (7) days **or any mutually agreed extension** in respect to the appointment of the Chairperson of the Board of Arbitration, the matter shall be referred to the Minister of Labour, who shall be asked to act as Chairperson himself or shall be asked to appoint a Chairperson.
2. The parties may mutually agree to have a single Arbitrator hear a grievance and in such a case, the Arbitrator shall possess the same powers and be subject to all of the same limitations as a Board of Arbitration as constituted in this Article. When rendering a decision, such decision shall be final and binding on the parties.

3. No person shall serve on the Board of Arbitration if he is involved directly in the labour controversy under local consideration.
4. Grievances taken before the Board of Arbitration shall be submitted in writing and shall specify clearly the nature of the grievance.
5. When the Board of Arbitration has been formed in accordance with this Article, it shall meet and hear the evidence of both sides and render a decision.
6. The Board of Arbitration, in reaching its decision, shall be governed by the provisions of this Agreement and decision of a majority of the Board shall be taken to be the decision of the Board and shall be final and binding on all parties concerned.
7. It is distinctly understood that the Board of Arbitration is not vested with the power to change, modify or alter this Agreement, in any of its parts. The Board may, however, interpret the provisions of this Agreement.
8. It is agreed that the expenses of the Chairperson of the Board of Arbitration shall be borne equally by the Co-operative and the Union.

#### **ARTICLE 14 - LEAVE OF ABSENCE**

1. If fifteen (15) days' notice is given to the Co-operative, one employee, selected by the Union to do Union work, may be granted leave of absence without pay for a period of three (3) months, during which time he shall not accumulate seniority but shall retain seniority accumulated prior to such leave. If mutually agreed, the leave may be of longer duration.
2.
  - (a) Employees selected as delegates to attend Labour Conventions or business meetings in connection with the affairs of the Union, upon giving fourteen (14) days' notice (seven (7) days in the event of emergency or unexpected circumstances) shall be granted leave of absence without pay for a period not to exceed two (2) weeks. The Co-operative reserves the right to limit the number of delegates to three (3) and they are to be from different departments.
  - (b) An employee will receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions and/or Union educationals, however, the Union shall reimburse the Co-operative for all pay and benefits during the period of absence.
3.
  - (a) Female employees, after at least twenty (20) weeks of employment during the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, shall be granted a maternity leave of absence. The duration of such leave shall be at the discretion of the employee and not to exceed an eighteen (18) week period. The employee shall give the Co-operative a minimum of four

(4) weeks' notice prior to the start of such leave if the leave requested is in excess of six (6) weeks prior to the expected birth of the child. The employee shall be required to submit a certificate from a qualified medical practitioner certifying that she is pregnant and indicating the estimated date of confinement. The employee shall give the Co-operative a minimum of four (4) weeks' notice prior to the date she intends to resume employment. If the employee returns to work within six (6) weeks of the birth of the child, she shall be required to submit a medical certificate certifying her to be medically fit to work. The employee's benefits held before such leave shall continue to be available. Seniority shall accumulate during the maternity leave. The Co-operative's obligation to guarantee employment shall cease if the employee is unable to return to work at the expiry of the scheduled maternity leave of absence.

- (b) Employees, after at least twenty (20) weeks of employment during the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, shall be granted a parental leave of absence by the Co-operative. Such leave shall not exceed thirty-seven (37) weeks and must be taken within one (1) year of the date the child is released from the hospital or from the date an adoptive child is placed in the employee's home. Female employees who have availed themselves of the leave in sub-section (a) above are eligible provided the cumulative time off does not exceed fifty-two (52) weeks. The employee's benefits held before such leave shall continue to be available. Seniority shall accumulate during the parental leave. Applications for parental leave must be made four (4) weeks prior to date of commencement unless the employee has not been informed of the date in time to meet this guideline. In such cases, the employee shall submit their request as soon as possible.
4. Upon completion of two (2) years' service, an employee shall be entitled to one (1) year's leave of absence, without pay, but with the maintenance of seniority rights, for the purpose of educational upgrading or training. An employee granted leave under this section may be required to remain in the service of the Co-operative for one (1) year after the completion of leave of absence. The number of employees entitled to leave of absence may be limited to one (1) at any one time.
5. Upon completion of one year of service, an employee may apply for up to ninety (90) days' leave of absence, without pay, but with the maintenance of seniority rights. Such application shall be made to the General Manager who may grant the request, subject to the operational requirements of the store. The number of employees entitled to leaves of absence may be limited to two at any one time. Such leaves shall not be unreasonably withheld.
6. The maintenance of employee benefit plans during leave of absence, for which there is no pay, shall be conditional upon bylaws of the plans concerned and upon payment of the full cost by the employee.



7. In the event of any one instance of death or serious illness/accident in the immediate family, an employee will be granted paid time off, to a maximum of five (5) working days. Immediate family is defined as spouse, children, brother, sister, mother, father, mother-in-law, father-in-law, step-parent, step-child, grandparent and grandchild of an employee.

One (1) day's paid leave will also be granted to enable employees to attend the funeral of a brother-in-law, sister-in-law, **son-in-law or daughter-in-law**. Additional leave without pay but without loss of seniority may also be granted at the discretion of the General Manager.

8. Employees shall be entitled to compassionate care leave without pay in order to care for their seriously ill child, step-child, parent or spouse for up to eight (8) weeks without loss of seniority. Benefits shall continue upon payment of the full cost of the premium by the employee. If an employee requires further time, an application may be made by the employee.

#### **ARTICLE 15 - STATUTORY HOLIDAYS**

1. The following days shall be considered **statutory** holidays for which there shall be no deductions in pay:

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	Saskatchewan Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

and any other days proclaimed as holidays by Federal, Provincial or Civic authorities, provided such holidays are observed by the majority of the retail business in the Town of Tisdale.

2. Statutory holidays shall be observed on days other than the calendar date when so proclaimed by Federal, Provincial or Civic authorities.
3. **When a Statutory holiday occurs, the workweek shall be reduced by eight (8) hours and no employee shall suffer reduction in take-home pay. When a Federal or Provincial holiday is proclaimed, the workweek shall be reduced by the number of hours the work schedule is affected. Employees working in excess of the reduced hours of work for that week shall be paid overtime rates for all such hours worked.**
4. An employee required to work on a Civic holiday shall be entitled to an equivalent leave of absence with pay on a mutually agreed to day in lieu of said holiday. If the leave of absence is not arranged for within thirty (30) days following said holiday, overtime shall be paid to the employee.
5. Part-time employees shall be paid Statutory Holiday pay based on Provincial Legislation.

**ARTICLE 16 - ANNUAL VACATION**

1. Vacation with pay at regular rates or a fraction of the employee's total earnings, whichever is the greater, shall be granted on the following schedule:
  - (a) Three (3) weeks (3/52nds) after one (1) year's service and after each subsequent year up to ten (10) years' service.
  - (b) Four (4) weeks (1/13th) after ten (10) years' service and after each subsequent year of service up to twenty (20) years' service.
  - (c) Five (5) weeks (5/52nds) after twenty (20) years of service up to twenty-five (25) years' service.
  - (d) Six (6) weeks (3/26ths) after twenty-five (25) years of service and after each subsequent year of service.
  - (e) If an employee is absent without pay for a period in excess of two (2) weeks between May 1<sup>st</sup> and April 30<sup>th</sup>, his holiday pay shall be computed on the basis of 3/52, 1/13, 5/52 or 3/26, whichever is applicable.
2. The first three (3) weeks of vacation shall be granted between May 1<sup>st</sup> and October 31<sup>st</sup> unless otherwise mutually agreed upon between the Co-operative and the employee.
3. When a Statutory holiday occurs during an employee's vacation, an extra day's vacation shall be granted, if the holiday is one for which the employee would have received pay if he had been working.
4. Employees shall receive vacation pay on regular weekly payroll at the time they take vacation. Vacation pay for regular part-time and part-time employees shall be calculated by dividing their previous fifty-two (52) weeks of gross income by fifty-two (52). (For example: \$10,000 divided by 52 = \$192.31 for each week of vacation entitlement.).
5. If the employment of an employee is terminated, the Co-operative shall pay him for any vacation time he has earned.
6. The annual vacation cutoff for all employees shall be April 30<sup>th</sup>. Employees with less than one (1) year's service shall be entitled to one and one-quarter (1 1/4) days' vacation for each completed month of service up to April 30<sup>th</sup>, up to a maximum of three (3) working weeks.

7. A vacation list shall be submitted to the employees requesting them to indicate their preference as to vacation dates. Employees with the longest service with the Co-operative will have priority. However, both parties agree that the vacation schedule must be practical insofar as the operation of the business is concerned. The Co-operative, therefore, must make the final decision on such matters.
8. **Request for vacation shall be in writing and be completed by April 1<sup>st</sup> and confirmed by April 30<sup>th</sup>.**

### **ARTICLE 17 - HOURS OF WORK**

1. The basic workweek for full-time employees shall be forty (40) hours per week, not to exceed eight (8) hours per day, five (5) days per week, unless otherwise mutually agreed.
2. Employees scheduled to work a shift of six (6) hours or more shall be granted an unpaid meal period of one-half ( $\frac{1}{2}$ ) hour up to a maximum of one (1) hour. The Co-operative shall determine the length of such meal periods and the times at which they shall be taken.
3. The Co-operative shall grant employees when scheduled to work seven (7) or more hours, two (2) fifteen (15) minute paid rest periods per shift. Employees scheduled to work four (4) or more hours but less than seven (7) hours shall be granted one (1) fifteen (15) minute paid rest period per shift.
4. (a) The Co-operative shall post a weekly work schedule showing daily starting and quitting times and days off for all regular part-time and full-time employees not later than Friday noon of each week for the next two (2) weeks. If a new schedule is not posted by Friday noon then the schedule already posted shall apply for the second following week.  
  
(b) The schedule of regular part-time and full-time employees may be changed upon twenty-four (24) hours' notice of the change, except in the case of an emergency. It shall be the responsibility of the Co-operative to notify employees of the changes to their previously posted shifts.
5. Employees shall be called in or scheduled for no less than four (4) hour shifts. If called in or scheduled less than four (4) hours, employees shall receive a minimum of four (4) hours' pay. This provision shall apply to students only on days other than school days and on days on which the store is open evenings.
6. Employees shall be scheduled shifts of hours on the basis of seniority for all hours for which they are available to work.
7. Requests for days off may be made by an employee to their Department Manager. Requests shall be submitted before the relative schedule is posted. Requests made after

that date will be considered in the event of unforeseen circumstances. Response to the request shall be delivered by the Department Manager within three (3) days.

### **ARTICLE 18 - OVERTIME PAY**

1. All hours worked in excess of eight (8) hours per day and all hours worked in excess of the basic workweek shall be considered as overtime hours and shall be paid for at the rate of time and one-half (1 ½) times the regular rate.
2. Employees shall receive double (2) the rate of pay for all hours worked on Sunday or the day given in lieu of Sunday.
3. Employees shall receive double (2) the rate of pay for all hours worked in excess of twelve (12) hours in any one day.
4. Except as otherwise provided in this Agreement, employees shall not be required to take time off regular hours of work to avoid payment of overtime pay.
5. In computing overtime pay, all calculations shall be made to the nearest one-quarter (1/4) hour.

### **ARTICLE 19 - WAGE RATES AND CLASSIFICATIONS**

1. Job classifications and wage rates covered by this Agreement shall be set out in Appendix "A".
2. Employees shall be paid every second Friday **by electronic deposit and receive** an itemized statement of wages covering the two (2) week period. When either payday falls on a Statutory holiday, payment shall be made on the last working day preceding such Statutory holiday.
3. An employee required to temporarily fill a position in the scope of this Agreement paying a higher rate of pay shall receive the next highest step in the range of the temporary position or twelve dollars (\$12.00) per day, whichever is greater, provided that such period is for three (3) days or more. An employee's rate will not be reduced if temporarily filling a position paying a lower rate of pay.
4. Any employee required temporarily to fill a position out of the scope of this Agreement shall receive a minimum of eighteen dollars (\$18.00) per day, provided that such period is for three (3) days or more.
5. A Sunday Lead Hand Premium of one dollar (\$1.00) per hour shall be paid to one employee, as designated by the Co-operative, in each department, for all hours on a Sunday where there is a cash register in that department. This would not be paid in a department where there is a management employee working the entire shift.

6. The rates of pay upon hiring shall be at the start rates of the various job classifications. New employees having comparable experience or their related competencies exceeding the recruitment requirements for the position, shall be paid the appropriate rate of pay on their wage scale, based on these factors. Unless the experience is exact (including equipment), the 18-month scale will be considered the maximum starting rate at the Co-operative's discretion. The Union will be provided with all relevant information regarding the situation by the Co-operative's submission of the approved form.

## **ARTICLE 20 - NOTICE BOARDS**

The Co-operative agrees to furnish and install a Notice Board in each location in a place accessible to the employees.

## **ARTICLE 21 - EMPLOYEE BENEFITS**

1. (a) The Co-operative's present policy (in accordance with the bylaws of the plans concerned) on providing an Extended Health Care Plan (effective January 31, 2003), superannuation, group insurance, long term disability, **dental plan**, accident compensation, compassionate leave **and** compensation for contract negotiations shall be continued during the term of this Agreement.
- (b) Effective February 1, 2004, the level of contribution of CSS shall be five (5%) percent of salary. Effective February 1, 2010, the level of contribution of CSS shall be five and one-half (5 ½%) percent of salary. Effective February 1, 2011, the level shall be six (6%) percent of salary. Employees' contributions shall be equal to the above. The total contributions of the Co-operative to pensions shall not be decreased below the levels stated above.
- (c) (i) All employees shall accumulate sick leave pay on the basis of one and one-quarter (1 ¼) days for every one hundred and seventy-three (173) hours' worked to a maximum of forty (40) days.
- (ii) Employees shall have the option of using sick leave for reasonable time lost due to medical or dental appointments. For example, appointments within Tisdale will normally be for two (2) hours or less. Appointments in Melfort will normally be for three (3) hours or less. Appointments with a specialist or other direct medical referral by a general practitioner that is out of town may take a full day.
- (iii) Leave of absence shall be granted with access to **twenty-four (24) hours** per year of accumulated sick leave credits in order for employees to care for ill or injured children, **parents and spouse**.
- (d) The Co-operative shall make available to each employee upon their request a copy of his/her sick leave credit accumulation.

- (e) Any fees incurred by employees in obtaining a required medical certificate shall be paid for by the Co-operative.
  - (f) The Co-operative shall reimburse any employee required by Occupational Health and Safety to wear safety boots for up to fifty (50%) percent of costs to a maximum of **two hundred (\$200.00)** dollars per year. **Employees who feel their position requires safety boots may make an application for such to the General Manager and, if approved and purchased, such boots must be worn at work.**
  - (g) **All uniforms shall be purchased by the Co-operative.**
2. **Qualifier for part-time employees shall be twenty-four (24) hours per week, averaged over twenty-six (26) weeks in the case of Plan "A" Benefits. The range for Plan "B" Benefits shall from fifteen (15) to twenty-four (24) hours per week.**

#### **ARTICLE 22 - SAFETY AND HEALTH**

1. The Co-operative shall make provisions for safety and health of the employees during working hours.
2. The Co-operative shall provide sufficient first aid kits and shall keep them properly supplied.

#### **ARTICLE 23 - NOTICE OF LAYOFF AND/OR TERMINATION**

The Co-operative shall give employees the following written notice or pay in lieu of notice in case of layoff, if for more than three (3) days, or discharge, except when an employee is discharged for just cause:

1. One (1) week's written notice where his period of employment is at least three (3) continuous months but less than one (1) year;
2. Two (2) weeks' written notice where his period of employment is one (1) year or more but less than three (3) years;
3. Four (4) weeks' written notice where his period of employment is three (3) years or more but less than five (5) years;
4. Six (6) weeks' written notice where his period of employment is five (5) years or more but less than ten (10) years;
5. Eight (8) weeks' written notice where his period of employment is ten (10) years or more.

**ARTICLE 24 - UNION REPRESENTATIVE VISITS**

An authorized representative or executive officer of the Union shall be permitted, after having requested permission from the General Manager involved, to talk with an employee regarding Union matters during regular working hours. The interview shall be carried on in a place provided for and designated by the Co-operative. Time taken for such interviews shall not be more than fifteen (15) minutes and shall be on company time.

**ARTICLE 25 - JURY AND WITNESS PAY**

Employees summoned to jury duty or subpoenaed to a Court of Law shall be paid wages amounting to the difference between the amount paid them for jury or witness services and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from jury duty or witness service for the rest of that day or days and fails to report back to work or if the jury duty occurs on the employee's scheduled day off.

**ARTICLE 26 - STRIKES AND LOCKOUTS**

It is hereby agreed that during the life 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 Co-operative.

**ARTICLE 27 - DURATION OF AGREEMENT**

This Agreement shall be effective as of **February 1, 2012** and shall remain in force until **January 31, 2016**. Either party may give notice in writing to the other Party to negotiate revision(s) thereof not less than thirty (30) days nor more than sixty (60) days before the expiry of this Agreement.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

**SIGNED ON BEHALF OF THE  
CO-OPERATIVE**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
Todd Svenson

\_\_\_\_\_  
Darlene McEwan

\_\_\_\_\_  
Karen Currey

\_\_\_\_\_  
Gary Vine

\_\_\_\_\_  
Rocky Luchsinger, Representative

**APPENDIX "A"**

Casual and part-time help shall accumulate seniority for the purpose of applying the wage appendix only. For the purpose of applying Appendix "A" to casual and part-time help, it is agreed that six (6) months is equal to 1,040 hours.

**Schedule 1 - Effective January 29, 2012**

<b><u>Classification</u></b>	<b><u>Starting Salary</u></b>	<b><u>6 Mos. 1040 hr.</u></b>	<b><u>12 Mos. 2080 hr.</u></b>	<b><u>18 Mos. 3120 hr.</u></b>	<b><u>24 Mos. 4160 hr.</u></b>	<b><u>30 Mos. 5200 hr.</u></b>	<b><u>36 Mos. 6240 hr.</u></b>
Clerk I	10.56	10.97	11.38	11.79	12.21	12.62	14.95
Clerk II	10.56	11.07	11.59	12.10	12.62	13.13	15.51
Yard Clerk	10.56	11.07	11.59	12.10	12.62	13.13	15.32
Lumber Clerk	10.56	11.02	11.48	11.95	12.41	12.88	16.44
Hardware/Agro Clerk	10.56	11.07	11.59	12.10	12.62	13.13	15.51
Driver Sales Rep.	16.00	17.00	18.00	19.00	20.00	21.00	22.00
Meat Cutter	12.25	13.00	13.75	14.50	15.25	16.00	18.45

\*Section Supervisor 1.00 above classification

\*Senior Clerk 0.50 above Clerk II

File Maintenance 1.00 above Clerk I

Student	<b><u>Start</u></b>	<b><u>520 hr.</u></b>	<b><u>1040 hr.</u></b>	<b><u>1560 hr.</u></b>	<b><u>2080 hr.</u></b>
	10.25	10.50	10.75	11.00	11.25

\* Where designated by Management

**Schedule 1 - Effective February 2, 2013**

<b><u>Classification</u></b>	<b><u>Starting Salary</u></b>	<b><u>6 Mos. 1040 hr.</u></b>	<b><u>12 Mos. 2080 hr.</u></b>	<b><u>18 Mos. 3120 hr.</u></b>	<b><u>24 Mos. 4160 hr.</u></b>	<b><u>30 Mos. 5200 hr.</u></b>	<b><u>36 Mos. 6240 hr.</u></b>
Clerk I	10.88	11.30	11.72	12.14	12.58	13.00	15.40
Clerk II	10.88	11.40	11.94	12.46	13.00	13.52	15.98
Yard Clerk	10.88	11.40	11.94	12.46	13.00	13.52	15.78
Lumber Clerk	10.88	11.35	11.82	12.31	12.78	13.27	16.93
Hardware/Agro Clerk	10.88	11.40	11.94	12.46	13.00	13.52	15.98
Driver Sales Rep.	16.48	17.51	18.54	19.57	20.60	21.63	22.66
Meat Cutter	12.62	13.39	14.16	14.94	15.71	16.48	19.00

\*Section Supervisor 1.00 above classification

\*Senior Clerk 0.50 above Clerk II

File Maintenance 1.00 above Clerk I

Student	<b><u>Start</u></b>	<b><u>520 hr.</u></b>	<b><u>1040 hr.</u></b>	<b><u>1560 hr.</u></b>	<b><u>2080 hr.</u></b>
	10.50	10.75	11.00	11.25	11.50

\* Where designated by Management



**APPENDIX "A"**

Casual and part-time help shall accumulate seniority for the purpose of applying the wage appendix only. For the purpose of applying Appendix "A" to casual and part-time help, it is agreed that six (6) months is equal to 1,040 hours.

**Schedule 1 - Effective February 1, 2014**

<b><u>Classification</u></b>	<b><u>Starting Salary</u></b>	<b><u>6 Mos. 1040 hr.</u></b>	<b><u>12 Mos. 2080 hr.</u></b>	<b><u>18 Mos. 3120 hr.</u></b>	<b><u>24 Mos. 4160 hr.</u></b>	<b><u>30 Mos. 5200 hr.</u></b>	<b><u>36 Mos. 6240 hr.</u></b>
Clerk I	11.21	11.64	12.07	12.50	12.96	13.39	15.86
Clerk II	11.21	11.74	12.30	12.83	13.39	13.93	16.46
Yard Clerk	11.21	11.74	12.30	12.83	13.39	13.93	16.25
Lumber Clerk	11.21	11.69	12.17	12.68	13.16	13.67	17.44
	11.21	11.74	12.30	12.83	13.39	13.93	16.46
Driver Sales Rep.	16.97	18.04	19.10	20.16	21.22	22.28	23.34
Meat Cutter	13.00	13.79	14.58	15.39	16.18	16.97	19.57

\*Section Supervisor 1.00 above classification

\*Senior Clerk 0.50 above Clerk II

File Maintenance 1.00 above Clerk I

<b><u>Student</u></b>	<b><u>Start</u></b>	<b><u>520 hr.</u></b>	<b><u>1040 hr.</u></b>	<b><u>1560 hr.</u></b>	<b><u>2080 hr.</u></b>
	10.75	11.00	11.25	11.50	11.75

\* Where designated by Management

**Schedule 1 – Effective January 31, 2015**

<b><u>Classification</u></b>	<b><u>Starting Salary</u></b>	<b><u>6 Mos. 1040 hr.</u></b>	<b><u>12 Mos. 2080 hr.</u></b>	<b><u>18 Mos. 3120 hr.</u></b>	<b><u>24 Mos. 4160 hr.</u></b>	<b><u>30 Mos. 5200 hr.</u></b>	<b><u>36 Mos. 6240 hr.</u></b>
Clerk I	11.55	11.99	12.43	12.88	13.35	13.79	16.34
Clerk II	11.55	12.09	12.67	13.21	13.79	14.35	16.95
Yard Clerk	11.55	12.09	12.67	13.21	13.79	14.35	16.74
Lumber Clerk	11.55	12.04	12.54	13.06	13.55	14.08	17.96
	11.55	12.09	12.67	13.21	13.79	14.35	16.95
Driver Sales Rep.	17.48	18.58	19.67	20.76	21.86	22.95	24.04
Meat Cutter	13.39	14.20	15.05	15.85	16.67	17.48	20.16

\*Section Supervisor 1.00 above classification

\*Senior Clerk 0.50 above Clerk II

File Maintenance 1.00 above Clerk I

<b><u>Student</u></b>	<b><u>Start</u></b>	<b><u>520 hr</u></b>	<b><u>1040 hr</u></b>	<b><u>1560 hr</u></b>	<b><u>2080 hr</u></b>
	11.00	11.25	11.50	11.75	12.00

\*Where designated by Management

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**THE BEELAND CO-OPERATIVE ASSOCIATION LIMITED**, a body corporate, incorporated under the Co-operative Associations Act, with Head Office in the Town of Tisdale, in the Province of Saskatchewan, hereinafter called the “Co-operative”

OF THE FIRST PART

**AND:**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 496**, affiliated with the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union, hereinafter called the “Union”

OF THE SECOND PART

**Re: Management Trainees**

The Co-operative may accept a placement of no more than two (2) Management Trainees having and regularly exercising **authority to employ or regularly acting on behalf** of management in a confidential capacity. These Management Trainees shall be excluded from and out of scope of the Collective Agreement. It is understood that no employee shall lose hours of work because of a placement of these Trainees.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

**SIGNED ON BEHALF OF THE  
CO-OPERATIVE**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
Todd Svenson

\_\_\_\_\_  
Darlene McEwan

\_\_\_\_\_  
Karen Currey

\_\_\_\_\_  
Gary Vine

\_\_\_\_\_  
Rocky Luchsinger, Representative

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**THE BEELAND CO-OPERATIVE ASSOCIATION LIMITED**, a body corporate, incorporated under the Co-operative Associations Act, with Head Office in the Town of Tisdale, in the Province of Saskatchewan, hereinafter called the “Co-operative”

OF THE FIRST PART

**AND:**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 496**, affiliated with the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union, hereinafter called the “Union”

OF THE SECOND PART

**Re: Harassment Policy**

The Co-operative, in exercising its responsibility as an Employer, shall endeavor at all times to provide a work environment which is supportive of both productivity and the personal goals, dignity and self-esteem of every employee. The Co-operative is committed to a healthy harassment-free work environment for all staff. To this extent, the Co-operative has developed this policy with the intention of preventing harassment of its employees and to deal quickly and effectively with any incident involving harassment.

The policy of this organization is that personal and sexual harassment is not allowed in this workplace. Employees who harass co-workers or other individuals at work will be disciplined.

Harassment is against the law. It is unwanted, unsolicited, offensive behavior, comments or displays by a person that is directed to an employee and is made on the basis of race, creed, religion, color, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, intimate personal relationship with the employee, ancestry or place of origin, that does, or is likely to cause, offense or humiliation to any employee. Personal and sexual harassment, in some circumstances, constitute a threat to the health and safety of the employee.

If an employee feels he/she is being harassed, they should report the problem to one of the following:

Your Supervisor;  
The Harasser’s Supervisor; or  
The General Manager

A complaint will be kept strictly confidential. An investigation will be undertaken immediately and all necessary steps taken to resolve the problem.

Regardless of the outcome of a harassment complaint made in good faith, the employee lodging the complaint, as well as anyone providing information, will be protected from any form of retaliation by either co-workers or superiors. This includes demotion, unwanted transfer, denial of opportunities for advancement, as well as harassment of the individual as a result of his/her having made a complaint or having provided evidence regarding a complaint.

Details further to the above are provided in the complete policy of the Co-operative which shall be made available by management to any employee requesting it.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

**SIGNED ON BEHALF OF THE  
CO-OPERATIVE**

\_\_\_\_\_  
Todd Svenson

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
Darlene McEwan

\_\_\_\_\_  
Karen Currey

\_\_\_\_\_  
Gary Vine

\_\_\_\_\_  
Rocky Luchsinger, Representative

**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**BEELAND CO-OPERATIVE ASSOCIATION LIMITED**

**AND:**

**SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE  
AND DEPARTMENT STORE UNION, LOCAL 496**

**Re: Scheduling**

1. Full-time employees shall, subject to these provisions, be scheduled two (2) consecutive days off every seven (7) days.
2. Part-time employees shall, subject to these provisions, be scheduled two (2) days off, although not necessarily consecutive, every seven (7) days.
3. Each employee will elect, on a form provided by the Co-operative, in the first week of January, May and September, whether they wish to be exempted from these provisions. A declaration to this effect will be signed by the employee and delivered to their Department Manager.
4. In each case, the Employer shall retain the right to schedule which days shall be worked and which shall be days off.
5. The Employer shall have the right to schedule outside these provisions because of peak seasonal requirements or emergencies.

6. The Employer shall allow fair and equitable rotation of Friday/Saturday, Saturday/Sunday and Sunday/Monday as scheduled days off to the extent possible in each Department and Classification.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

**SIGNED ON BEHALF OF THE  
CO-OPERATIVE**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
Todd Svenson

\_\_\_\_\_  
Darlene McEwan

\_\_\_\_\_  
Karen Currey

\_\_\_\_\_  
Gary Vine

\_\_\_\_\_  
Rocky Luchsinger, Representative

**LETTER OF UNDERSTANDING #4**

**BETWEEN:**

**BEELAND CO-OPERATIVE ASSOCIATION LIMITED**

**AND:**

**SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE  
AND DEPARTMENT STORE UNION, LOCAL 496**

**Re: Minimum Wage Increase**

**In the event of minimum wage increases subsequent to the signing of this Agreement, the start rates of all classifications in the Collective Agreement shall be increased in order to maintain a minimum level of twenty-five (\$.25) cents above the minimum wage.**

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.**

**SIGNED ON BEHALF OF THE  
CO-OPERATIVE**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
**Todd Svenson**

\_\_\_\_\_  
**Darlene McEwan**

\_\_\_\_\_  
**Karen Currey**

\_\_\_\_\_  
**Gary Vine**

\_\_\_\_\_  
**Rocky Luchsinger, Representative**