

COLLECTIVE BARGAINING AGREEMENT

BETWEEN: **SOBEYS WEST INC., SAFEWAY DIVISION**, a body corporate, carrying on business in the Cities of REGINA, SASKATOON, PRINCE ALBERT & SWIFT CURRENT, hereinafter referred to as the “COMPANY”

OF THE FIRST PART

AND: **SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCALS 454, 480, 496 & 950** hereinafter referred to as the “UNION”

OF THE SECOND PART

AGREEMENT



Expires **June 25, 2022**

TABLE OF CONTENTS

Article 1 - Purpose	1
Article 2 - Union Recognition	2
Article 3 - Clarification of Terms	3
Article 4 - Management’s Rights	4
Article 5 - Union Security	4
Article 6 - Dues Check-Off	5
Article 7 - Basic Workweek – Hours of Work and Overtime	6
Article 8 - Meal and Rest Periods	25
Article 9 - Wage Rates and Job Classifications	26
Article 10 - Paid Holidays	29
Article 11 - Annual Vacations	33
Article 12 - Seniority, Promotions, Layoffs and Rehiring	42
Article 13 - Union Representatives’ Visits	55
Article 14 - Leave of Absence	55
Article 15 - Jury and Witness Pay	58
Article 16 - Sick Leave	59
Article 17 - Safety and Health	64
Article 18 - Smocks and Aprons	64
Article 19 - Cash Shortages	66
Article 20 - Notice Boards	66
Article 21 - Union Shop Decals	66
Article 22 - Strike and Lockout	66
Article 23 - Adjustment of Grievances	67
Article 24 - Board of Arbitration	69
Article 25 - Workers’ Compensation	71
Article 26 - Saskatchewan RWDSU Dental Plan	71
Article 27 - Saskatchewan RWDSU Health, Safety and Training Fund... ..	73
Article 28 - Duration of Agreement	73

Appendix “A” - Wage Scales	75
Appendix “B” - Form “A”	88
Appendix “C” - Form “B”	90
Appendix “D” - Framework for Restructuring Labour Costs	
in Saskatchewan Stores	92
Appendix “E” - Gas Bar	99
Appendix “F” - Labour Standards Act –	
Maternity/Parental/Adoption Leave	103
Letter of Understanding #1 – Job Security	105
Letter of Understanding #2 – Information Provided to Union.....	106
Letter of Understanding #3 – Service Meat Counter	107
Letter of Understanding #4 – Coffee Bar.....	108
Letter of Understanding #5 – Night Stocking	108
Letter of Understanding #6 – Technological Change	109
Letter of Understanding #7 – Sexual Harassment.....	109
Letter of Understanding #8 – Saskatchewan Human Rights Act.....	109
Letter of Understanding #9 – Sick Leave Bank	110
Letter of Understanding #10 – Rack Jobbers.....	110
Letter of Understanding #11 – Training Hours Not Included in	
Most Available Hours.....	110
Letter of Understanding #12 – Management Trainees.....	112
Letter of Understanding #13 – Water Bottles	112
Letter of Understanding #14 – Family Responsibility Leave	113
Letter of Understanding #15 – Credit for Previous Experience	113
Letter of Understanding #16 – Resignation Incentive	113
Letter of Understanding #17 – Saskatchewan RWDSU	
Trusteed Pension Plan	114
Letter of Understanding #18 – Leave of Absence and Welfare Benefits..	117
Letter of Understanding #19 – Third Party Kiosks	118
Letter of Understanding #20 – Buyout	118
Letter of Understanding #21 – Re-Opener.....	119
Letter of Understanding #22 – Vision Care Plan.....	119
Letter of Understanding #23 – Expanding Availability	120

EXPIRY: JUNE 25, 2022

BETWEEN: SOBEYS WEST INC., a body corporate, carrying on business in the Cities of REGINA, SASKATOON, PRINCE ALBERT & SWIFT CURRENT, hereinafter referred to as the “COMPANY”

OF THE FIRST PART;

AND: SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCALS 454, 480, 496 & 950

OF THE SECOND PART.

ARTICLE 1 - Purpose

The Company and the Union mutually agree that the purpose of this Agreement shall be:

- 1.01 To establish wage rates, hours of work and other working conditions.
- 1.02 To provide a method for settlement of disputes and grievances of employees covered by this Agreement.
- 1.03 To promote harmonious relations and efficient operations.

ARTICLE 2 - Union Recognition

- 2.01 The Company recognizes the Union as the sole collective bargaining agency for all employees covered by this Agreement.
- 2.02 This Agreement shall cover all employees employed by **Sobeys West Inc.** in or in connection with its stores located in the Cities of Regina, Saskatoon, Prince Albert (**Pharmacy**) and Swift Current in the Province of Saskatchewan, except Store Managers, First Assistant Managers, Pharmacists, and Fuel Station Operators/Gas Bar Managers. Registered Pharmacy Technicians (when and if the Province of Saskatchewan enacts such a designation) will be also excluded from the Collective Agreement.
- 2.03 The promotion to and/or transfer within the classification of Food Service Manager, Bakery Manager, Produce Manager, 2nd Assistant Manager, Floral Operator, Coffee Bar Operator, Full Service Meat Counter Operator, Lead Hand on Nights, within the seniority zone are at the sole discretion of the Company.

Promotions and/or transfers as referred to above into a seniority zone will be dealt with at the Company's discretion to a maximum of three (3) times/two (2) years/zone. Employees will not be required to relocate outside of their seniority zone unless they are willing to do so. Where an employee is denied a promotion to a position listed above, the Company will, upon request, meet with the Union and employee to discuss and resolve the issue.

Any employee promoted by the operation of this clause shall, if he/she is subsequently demoted or relinquishes the position, revert to his/her previous status and seniority date.

- 2.04 In the event Sobeys West Inc. (Safeway Operations) decides to open or convert existing stores to operate under an alternate banner, that are different in size or type of operation from its conventional stores, the Employer will enter into negotiations with the Union to develop a separate Collective Agreement that is appropriate for the type of business contemplated. This agreement must be concluded within three (3) months from the date of announcement. Should a dispute arise as to the terms of the Collective Bargaining Agreement, the items in dispute shall be referred to a final offer selection process in accordance with the provisions of Article 28.02 no later than four (4) months after the date of the announcement. The final offer selection decision will be effective no later than five (5) months after the date of the announcement.**

ARTICLE 3 - Clarification of Terms

- 3.01 It is agreed that throughout this Agreement wherever the words "he", "his" or "him" appear, it shall be construed as meaning any employee, male or female. It is also agreed wherever the words "employee" or "employees" appear, it shall mean any person or persons covered by this Agreement.**

ARTICLE 4 - Management's Rights

- 4.01 The management of the Company and the direction of the working force, including the right to plan, direct and control retail operations; to maintain the discipline and efficiency of the employees and to require employees to observe Company rules and regulations; to hire, 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 Company.
- 4.02 The Company shall be the sole judge of the merchandise to be handled in its stores.
- 4.03 The parties agree that the enumeration of management's rights set out in Articles 4.01 and 4.02 shall not exclude other functions not specifically set forth. The Company, therefore, retaining all rights not otherwise specifically covered in this Agreement.
- 4.04 In exercising the foregoing rights, the Company shall act in good faith and shall not evade or alter any of the specific provisions of this Agreement. The Company will not exercise its rights under this Article or any other provisions of this Agreement to discriminate against any employee because of his activity in or for the Union.

ARTICLE 5 - Union Security

- 5.01 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 make application on the official membership application form within ten (10) calendar days of the date of employment and shall become a member of the Union within thirty (30) calendar days of this date. All present employees who are eligible, but not now members of the Union, shall immediately apply for and maintain membership in the Union as a condition of employment.

- 5.02 All new employees shall be presented with a form letter (Form "A") supplied by the Union, as set out in Appendix "C" attached to this Agreement, outlining his obligation to the Union.
- 5.03 All new employees will be introduced to a Shop Steward in the store within the first month of their start date.

ARTICLE 6 - Dues Check-Off

- 6.01 Upon request in writing of any employees and upon request of the Union, the Company shall deduct the Union Dues, Assessments and Initiation Fees out of the wages due to each employee and shall remit same to the person designated by the Union on or before the 20th day of each month. The Company shall furnish the Union each month with a written list of:
1. Names of employees from whom the deductions have been made;
 2. Names of employees whose employment has been terminated;

3. Names of employees who have been hired;
4. Home addresses of all new employees hired and any changes in home addresses of all other employees who are members of the Union.

It shall be the responsibility of the employees to advise the Company, in writing, of any change of address.

- 6.02 Union Dues deduction, deducted from the Company payroll during the calendar year, shall be included on the T-4 Income Tax forms that are provided by the Company.

ARTICLE 7 - Basic Workweek – Hours of Work and Overtime

- 7.01
1. The basic workweek shall be thirty-seven (37) hours per week, consisting of either four (4) days at eight (8) hours per week and one (1) day at five (5) hours, or two (2) days at eight (8) hours and three (3) days at seven (7) hours, as scheduled by Management.
 2. A weekly schedule of daily hours for all employees shall be posted by Thursday, 6:00 p.m., for the week after the following week. The schedule of employees working full-time may be changed without notice in the event of an unscheduled absence of employees or in the event of emergencies such as snow storm, fire, flood, breakdown of machinery or other instances of force majeure. In all other cases at least forty-eight (48) hours' notice of change must be given or four (4) hours' additional pay at

the straight-time rate in lieu of notice. The foregoing shall not apply to employees other than full-time.

Notice to other such employees will be given as far in advance as possible by the Company. It is fully understood that the Company will be under no restriction should these schedules have to be changed or should the Company have to call in less senior employees in the event of emergency or other unforeseen circumstances.

3. Whenever possible, the Company agrees that the seven (7) hour day for full-time employees will be scheduled so that the one (1) hour reduction occurs at the end of the employee's normally scheduled shift.
4. The Company will provide each store with a time clock or time sheet or similar recording device to enable employees to record their time for payroll purposes. Employees who fail to record all time worked shall, upon complaint of the Union in writing, be disciplined as follows:

First Violation - a written warning to the employee and a copy to the Union;

Second Violation - three (3) days' suspension from work without pay;

Third Violation - dismissal from employment.

The dismissal shall take place within thirty (30) days of written notice from the Union or such

longer period as may be agreed upon between the Company and the Union, or in the event the requested dismissal becomes a grievance under the terms of the Agreement.

5. Except for dinner meetings, banquets or other meetings where attendance is voluntary, all other staff meetings called by the Company shall be considered as time worked and shall be paid for at the appropriate rate of pay.
 6. A full time employee will have the right to indicate a preference in shifts and the Company agrees to consider those requests on the basis of seniority and subject to the efficient operation of the business as determined by the Company and fair rotation issues involving other employees.
 7. Notwithstanding 7.16 and in addition to the minimum availability established in that clause a part time employee hired prior to November 10, 2005 must be available at least one late shift per week.
 8. Notwithstanding 7.16 and in addition to the minimum availability established in that clause a part time employee hired after November 10, 2005 must be available at least two shifts per week until closing of the department.
- 7.02
1. No employee shall work more than one (1) shift in each twenty-four (24) hour period occurring between 12:01 a.m. and 11:59 p.m. In the case of shifts which commence before 12:00 a.m.

and end after 12:00 a.m., the shift will be deemed to have occurred during the twenty-four (24) hour period in which the majority of the shift occurs.

2. Employees will have a minimum of ten (10) hours off between scheduled shifts unless otherwise mutually agreed between the Company and the Employee.

- 7.03
1. a) Seniority for part-time employees shall be considered on a store basis except for layoffs or requests for full-time employment.
 - b) In the event a part-time employee is transferred to another store by the Company within the jurisdiction of this Agreement and Seniority Zone, the employee will retain his most recent date of continuous employment as his seniority date for all purposes within the store to which he has transferred. When an employee is transferred by the Company he/she will maintain his/her level of hours for a 6 week period after the move.
 - c) The Company agrees that the decision to transfer an employee(s) will be made in good faith for appropriate business reasons. Employees who are unduly affected by a transfer may request a transfer to another store. Such requests for transfer will not be unreasonably withheld.
 - d) The above maintenance of hours does not apply to an employee who requests and is

granted a transfer nor does it cover transfers arising out of Article 12. The parties agree that employee transfers or shift rotation issues can be raised as an item for discussion in the scheduling committee.

2. In the scheduling of part-time employees in a store, the most available part-time hours of work on a weekly basis shall be assigned to such employees within the store within the classification and department on the basis of seniority provided the employee has the qualifications and ability to handle the work to be performed in a competent manner. For the purposes of this Section, "Department" shall mean Grocery, Produce, Front-end, Bakery, Food Service, Floral, Pharmacy and Coffee Bar.
3. **Part-time employees will be allowed to have time off for exams or other emergencies without **impacting** their seniority.**
4. Where mutually agreeable between the Company and the employee, employee(s) shall be able to switch shifts within their store provided the employee concerned has the agreement of a suitable replacement to work his/her shift; and such request/agreement is in writing.

Switching shall not be construed as contrary to "most available hours" provisions and will be noted on the posted schedules. Nor shall such switches be used to alter "restrictions" on an ongoing basis.

- 7.04
1. Part-time employees, scheduled or called in, and who report for work, shall, if required to work less than four (4) hours, receive four (4) hours' pay at their regular hourly rate.
 2. All call-ins resulting from unscheduled absences of two (2) days or less will be done in order of seniority (qualifications and ability being sufficient to handle the job) from within the department and classification provided:
 - a) the call-in does not generate overtime;
 - b) the call-in does not generate a sixth (6th) shift;
 - c) the call-in would be given to employees who are not working on that day.
 3. It is understood that in addition to call-ins as a result of unscheduled absences of employees, from time to time, call-ins or shift cancellations are required. The parties agree that such call-ins or cancellations shall not be used to evade the terms of this agreement.
 4. Requests for time off after the schedule has been posted will be considered based on an assessment of the needs of the business as determined by the Company.
 5. The parties also agree that the legislation relating to posting and changes of the schedule do not apply to this Collective Agreement as a result of this agreement on scheduling and call-ins being superior to the legislation.

6. It is understood that a call-in will not result in a change of the called-in employee's schedule nor result in a change of another employee's schedule who may be above or below the employee on the seniority list. Any unscheduled absence of more than two (2) days will be filled in accordance with 7.03(2).

- 7.05 All hours worked over those as outlined in Article 7.01(1) shall be considered as overtime hours and shall be paid for at the rate of time and one-half (1 ½) for the first three (3) hours' overtime worked in any one (1) day.

Any scheduled overtime shall be indicated on the weekly work schedule. Any unscheduled overtime will be recorded on the payroll sheet or the work schedule.

- 7.06 Double the regular rate shall be paid for all hours worked after three (3) hours' overtime in any one (1) day and for all hours worked on a Sunday in the event the store is not open on that day.

In the event the Company opens its stores on Sunday, the following conditions will prevail for those stores that are open:

1. All work done on Sunday will be at regular rates plus a one (\$1.00) dollar per hour premium;
2. Sunday will be considered the first day of the workweek for payroll purposes;

3. The Company will staff its stores on a voluntary basis. It is understood that in the event sufficient employees do not volunteer for work on Sunday, the Company will have the option of either scheduling **existing** employees to do the work in reverse order of seniority or hiring new employees to work on Sunday. It is agreed that (2) above will not stop the Company from scheduling either Saturday/Sunday or Sunday/Monday as consecutive days of rest.

Notwithstanding (3) above, the Company will endeavor to schedule full-time employees no more than one (1) Sunday in every four (4). However, if required for the efficient operation of the business, full-time employees hired or appointed as full-time employees after May 11, 1999, may be scheduled two (2) Sundays in four (4). In such event, they will receive two (2) consecutive days of rest in that week.

5. Part-time employees may be required to work no more than one (1) Sunday in four (4), irrespective of their availability. This does not prevent an employee who wishes to work more than one (1) Sunday in four (4) from requesting same. (Part-time employees hired after May 11, 1999 with less than five (5) years of seniority may be required to work no more than two (2) Sundays in four (4).
- 7.07
1. The Company agrees to schedule employees who work twenty (20) hours or more per week, two (2) consecutive days of rest each week – one (1) of which shall be Sunday.

2. Part-time employees who qualify for two (2) consecutive days of rest may waive this right by indicating to the Company in writing during the first week of September, January and May that they do not wish to be scheduled two (2) consecutive days of rest. A copy of the employee's option will be given to the Union.
3. Should an employee prefer to have some other days off at the time he or she would normally be scheduled for two (2) consecutive days off, as set out above, he or she shall advise the Company in writing no later than the week prior to the Thursday on which the next schedule is to be posted and in such an event, the employee will forfeit his or her two (2) consecutive days off in that four (4) week period.
4. In the event the law changes or is rescinded with respect to consecutive days of rest legislation, this Article 7.07 becomes null and void and the Company agrees to meet with the Union to negotiate the issue.

7.08 All overtime shall be voluntary and shall be performed only after authorization by the Company.

7.09 Employees shall not be required but shall have the option to take time off at premium rates in lieu of premium pay for overtime, if approved by the Store Manager. Employees shall make such requests in writing. The time off shall be taken at a time mutually agreed within thirty (30) days of the day on which the overtime was worked.

- 7.10 In the event that overtime is scheduled, the senior employee in the classification and department who normally performs the work to be done shall be given first opportunity to work such overtime.

In the event of authorized unscheduled overtime, the senior employee in the classification and department already at work who normally performs the work to be done shall be given first opportunity to work such overtime.

In either example should no persons in that classification and department be willing to work the overtime, such overtime will be offered to qualified employees in the store in order of seniority.

- 7.11 Overtime rates of pay based on the regular rate of employees shall apply to employees when they are temporarily occupying classifications outside the scope of the Agreement.

7.12 Shift & Shopping Premium

Employees who work twenty-four (24) hours or more per week, and who are required to work after 6:00 p.m. when the store is open for **evening** shopping, shall receive an **evening** shopping premium of seventy-five (75¢) cents per hour, in addition to their regular, hourly rate of pay for each full half hour worked after 6:00 p.m.

Any employee who is required to work on any day between 11:00 p.m. and 7:00 a.m., shall be paid a night shift premium, in addition to his regular, hourly rate, of **two (\$2.00) dollars** per hour effective

February 25, 2018 for each full half hour worked between 11:00 p.m. and 7:00 a.m.

In no event will an employee receive night shift and **evening** shopping premium for the same hours.

- 7.13 1. In stores where night stocking takes place, one (1) employee on the night stocking shift shall be designated as a Lead Hand and shall receive a rate of pay seventy-five (75¢) cents per hour higher than the highest rate paid to any employee working on the shift.
2. Where an employee is designated by management to close up and lock the store, he shall receive an additional sixty-five (65¢) cents per hour for all time so designated and scheduled in the absence of store management.

7.14 Premium pay will not be added to employees' hourly rates for the purpose of computing overtime pay.

7.15 Suppliers Representatives

Except prior to new store openings and one (1) week thereafter or during store remodeling to a maximum of one (1) week, suppliers' representatives, other than rack jobbers **or employees of soft drink, salted snacks, bread or bakery**, will not price products in stores, stock or replenish merchandise other than to rotate or check code dating on shelf stock.

- 7.16 The following provisions shall apply to the availability of part-time employees:
1. Part-time employees will submit to the Company

and the Union an individual written declaration of availability for work on a form supplied by the Company with a copy to the Union in the first week of September, annually. Newly hired employees will make an initial declaration at the date of hire.

2. The declaration shall provide that an employee must be available to work at least two (2) shifts per week (during the first year of employment, one of which will be Saturday). Any employee who has restricted his availability on Saturday in any way, may be required, irrespective of availability, to work no more than three (3) Saturdays out of four (4). Employees hired on or after November 10, 2005 may not restrict Saturday availability.
3. The above patterns may be further restricted during the period September 1st to December 31st with one (1) week's notice prior to the posting of the schedule (but to no less than two (2) shifts/week) or altered in an equal number of shifts the first week of January of each year. Employees who are students and actively enrolled in a recognized educational facility shall submit a new declaration of availability the first week of January of each year.
4. Subject to the hours of work provisions of the Collective Agreement, employees must be available to be scheduled for work during unrestricted hours.
5. Failure to be available for scheduled hours (not including call-ins, sickness, leaves of absence or time off for vacations) shall cause the employee to be regarded as having voluntarily terminated

provided that during each term of restriction (September 1st to August 31st) an employee can request an occasional unrestricted day off if approved by the Store Manager or his or her designate. Requested days off shall not be unreasonably withheld.

6. Restriction of availability shall not in any way interfere with an employee's right to full-time employment under the terms of the Agreement.
 7. Any full-time employee reduced to part-time would be entitled to restrict in accordance with these provisions. Any Courtesy Clerk employee promoted to regular part-time will be entitled to alter his restriction in accordance with these provisions.
 8. The above provisions may be amended by mutual agreement between the parties at any time. In the event of a Company required transfer or store closure, the affected employees shall be entitled to review their availability.
- 7.17 All Courtesy Clerks promoted to regular part-time positions will be allowed to declare their willingness to dip down into the Courtesy Clerk schedule to supplement their regular hours with Courtesy Clerk hours under the following conditions:
1. The declaration of willingness to dip into Courtesy Clerk hours must be made at the time of the promotion.

2. The employee may revoke the declaration with two (2) weeks' written notice to the Company. Such revocation is final and permanently abandons the employee's right to Courtesy Clerk hours, except in the case of layoff.
3. An employee who has declared will be first scheduled in his department as a regular part-time employee in accordance with the Agreement. He will then be scheduled as a Courtesy Clerk employee in accordance with his seniority except that he cannot be scheduled as a Courtesy Clerk on any day he works as a regular part-time employee.
4. These combined schedules will not exceed five (5) days/week or thirty-seven (37) hours/week.
5. The rate of pay for Courtesy Clerk shifts worked will be the rate in effect for the employee prior to the promotion.
6. Only hours worked, as a regular part-time employee will count towards wage scale increases on the regular part-time wage scale. Hours worked as a Courtesy Clerk will only count towards wage scale increases in the Courtesy Clerk scale.
7. When a regular part-time employee obtains Courtesy Clerk hours, those Courtesy Clerk hours will not be added to their regular hours for the purpose of obtaining benefits (except for pension and dental) that could only have been acquired if they had reached a certain level of hours in one

department (i.e. Courtesy Clerks vs. regular part-time).

8. Combined hours shall not trigger the creation of a full-time job.
9. In the event of a call-in, it will be offered to the senior employee who is not on either schedule that day and in accordance with this agreement. If the call-in cannot be filled in this fashion it may then be offered to the senior employee in the department who is on the Courtesy Clerk schedule that day and in accordance with this agreement. Scheduled hours have priority over all call-ins.
10. An employee can be promoted from Courtesy Clerk to regular part-time in only one department.
11. An employee may not revert to Courtesy Clerk status except in the first thirty (30) days after the appointment to regular part-time, except where an employee is laid off, in which case he can exercise his seniority back into the Courtesy Clerk classification.
12. Any Courtesy Clerk employee offered a regular part-time position in a department who refuses the appointment will not be considered in the future in that department except as covered in 11 above, or in the event that the employee is unable to accept the position due to the shift requirements of position offered.
13. In the event an employee is scheduled as a Courtesy Clerk on a day and as a result of

business fluctuation or an unscheduled absence the employee is required as a regular employee, he/she will receive his/her regular rate of pay for the full shift.

In dealing with business fluctuations it is the intent of the Company that the following order of preference will be used:

- Shift extensions offered to employees already scheduled in the department and classification provided overtime is not created and the extension fills the business needs of the department. If this does not satisfy the needs of the department then,
- Call-ins as described in 7.04. If this does not satisfy the needs of the department then,
- A Courtesy Clerk shift may be changed to a regular shift as described above.

7.18 In the establishing of daily shifts of hours for part-time employees, the Company shall, to the greatest extent possible, bearing in mind its business requirements, comply with the principle of “most available hours” on a weekly basis. In addition, the parties agree to institute a change whereby part-time hours will be scheduled subject to the standards as set out below:

1. The parties will institute a 90/10% concept in scheduling of part-time hours in each department.
2. The Company may allocate ten (10%) percent of the actual part-time hours worked in each

department in each store outside of “most available hours” but within all other terms of the Collective Agreement. For this purpose only “Department” shall mean Grocery (including Variety), Produce (including Floral), Front End (including Courtesy Clerks), Food Service (including Meat, Seafood and Deli) and Bakery.

Ninety (90%) percent of the actual part-time hours worked in each department in each store shall be scheduled according to “most available hours”.

Notwithstanding this article or other articles in the Collective Agreement, Courtesy Clerks will not be subject to “Most Available Hours” scheduling but instead will be subject to “Weekly Preference” scheduling. Courtesy Clerk scheduling will be monitored by the scheduling committee.

3. Wherever the principle of “most available hours” on a weekly basis is referred to, it is identified as Article 7.03 (2).
4. The ten (10%) percent shifts will be allocated to employees on the basis of seniority. These shifts shall be identified on the department schedules.
5. In the event that the Union is of the opinion that the Company has acted contrary to the principle of “most available hours” or the Company is of the opinion that its bona fide concerns have not been resolved by the “90/10% scheduling concept”, either party shall have the right to refer such complaints for discussion and redress to

Committees which shall be established with terms of reference as follows:

- a) To ensure the above concept is implemented consistently, Scheduling Committees shall be assigned the responsibility of addressing concerns raised by either party.
- b) A Scheduling Committee shall be assigned in each of the cities of Regina and Saskatoon. Each party shall assign three (3) persons to each of the above Committees.
- c) The Committees will have as a fundamental purpose and objective, the finding of “middle ground” between the Company’s need for flexibility and coverage and the Union’s need to protect the principle of most available hours.
- d) The Scheduling Committee will be provided with the schedules necessary to fulfill its mandate.
- e) In the event that the Committees cannot agree to a mutually acceptable resolution of any concern, an arbitrator shall be requested during the term of this Agreement, as outlined in Article 24, unless extended by the parties by mutual agreement, to hear the arguments of both sides and to recommend a basis of resolution of the problem. The expenses and fee of the arbitrator shall be borne equally by the Company and the Union.

- f) The Committee will have as its additional mandate the consideration of imbalances in hours of work between employees in the same department in different stores in the city. Where such an imbalance is identified the committee will make recommendations to resolve the issue and the Company will in good faith attempt to implement the recommendations where it will not interfere with the efficient operation of the business.

- 7.19
1. If an employee is transferred from one store to another within the hours of a regular working day, the transfer shall take place on Company time. The Company shall determine the method of and pay the cost of transportation required by an employee. It is agreed that the time allowed for such transfers will not exceed one-half (1/2) hour of Company time.
 2. Where it will not interfere with the efficient operation of its business, the Company agrees that employees will be afforded an opportunity to work in the store within their seniority zone nearest their residence. The Company reserves the right to make a final decision in this regard.
- 7.20
- It is the Company's intention to schedule rest periods so that no employee shall work more than three (3) consecutive hours without a rest period or lunch break. The parties recognize that rest periods and lunch breaks may be delayed due to unexpected business fluctuations.

ARTICLE 8 – Meal and Rest Periods

8.01 Full-Time Employees

1. Full-time employees shall be entitled to two (2) fifteen (15) minute rest periods per day, one in the first half and one in the second half to be scheduled not earlier than one (1) hour after the start of the shift or less than one (1) hour before either the meal period or the end of the shift.
2. Full-time employees will not be required to take a lunch period when working a five (5) hour day provided they advise the Store Manager or his designate at least twenty-four (24) hours prior to the schedule being posted.
3. Where a part-time employee is scheduled thirty-seven (37) hours in a week, the Company agrees that if a five (5) hour shift is scheduled as part of that week, two (2) rest periods will be provided.

8.02 Part-time Employees

1. A part-time employee who works three (3) hours but less than six (6) hours, shall be entitled to one (1) fifteen (15) minute rest period without loss of pay.
2. A part-time employee who works six (6) or more hours, but less than seven (7) hours, shall be entitled to two (2) fifteen (15) minute paid rest periods, one to be taken in the first half of the shift and one in the second half of the shift.

3. A part-time employee who works seven (7) or more hours shall be entitled to two (2) fifteen (15) minute rest periods without loss of pay and one-half (1/2) hour unpaid meal period. The half hour unpaid meal period is to be taken no later than the end of the fifth hour of work.

8.03 If an employee is required to work overtime after an eight (8) hour assignment or after the completion of a short day and a meal period of thirty (30) minutes' duration is not scheduled then the employee will be scheduled a fifteen (15) minute rest period, with pay, within one-half (1/2) hour of the end of the first assignment, providing the overtime is for two (2) hours or more.

8.04 If an employee is required to work overtime, he shall be entitled to a fifteen (15) minute rest period, with pay, after the employee has completed two (2) hours of overtime and each subsequent two (2) hour period.

8.05 Lunch periods shall be thirty (30) minutes unless otherwise mutually agreed between the Company and the employee.

ARTICLE 9 - Wage Rates and Job Classifications

9.01 Job classifications and the minimum hourly wage rates for all employees covered by this Agreement in the Regina and Saskatoon, **Prince Albert and Swift Current** seniority zones shall be as set out in Appendix "A" of this Agreement.

- 9.02 Pay shall be distributed on the Company's time. A completely itemized computation of the employee's pay and overtime hours of work shall be shown conspicuously on his pay stub or slip accompanying it.
- 9.03 Classification titles and rates of pay applicable thereto for any new classifications or positions that may be established by the Company hereafter shall be subject to negotiations and a Supplementary Agreement shall be executed between the Company and the Union.
- 9.04 The Company agrees to equal pay for equal work in accordance with the provisions of the "**The Saskatchewan Employment Act**".
- 9.05 **An** employee who is required to fill temporarily the classification of a Store Manager or Department Manager for one (1) day or more, shall receive as a minimum the hourly differentials as listed below. It is agreed that a Store or Department Manager's scheduled days off are not considered for relief pay.

Relieving Store Manager – **one dollar and fifty cents (\$1.50)** per hour above the employee's regular rate;

Relieving First Assistant Store Manager – **one dollar and twenty-five cents (\$1.25)** per hour above the employee's regular rate;

Relieving Head Cashier – one dollar (\$1.00) per hour above the employee's regular rate;

Relieving Food Service Manager, Bakery Manager,

Produce Manager, Coffee Bar Operator and Second Assistant Manager – **seventy-five (75¢) cents** per hour above the employee's regular rate;

Subject to the above, the said rates will be effective from the first day he is so employed.

9.06 **Any employee appointed by the Company to act as a Produce Department Second, Meat Order Writer or Deli Order Writer will be entitled to a premium of fifty (50¢) cents per hour for all hours worked or paid.**

9.07 Full Service Floral

Any employee assigned to be the Floral Operator in a full service Floral Shop will receive a premium of twenty-five (25¢) cents per hour above the Sales/Service Clerk rate of pay for all full weeks so appointed. The full service Floral Shops are: **#4881, #4883, #4884, #4887, #4888, #4890 and #4895.**

9.08 Notwithstanding anything in this Agreement to the contrary, any employee now receiving a higher rate of pay than is called for in the terms of this Agreement shall not have such rate reduced during the term of this Agreement.

9.09 Any employee employed by the Company shall be given a maximum credit of **one thousand five hundred (1500)** hours from the top rate (**one thousand (1000)** hours from the top rate for bakers) for previous experience for the purpose of determining his wage rate, providing the employee has comparable experience and has been employed in a retail food store covered by a Union contract in

the three (3) years immediately prior to commencement of his employment. Should an employee or the Union fail to file a complaint or grievance within thirty (30) days of the date the Company sends a Form "B" card to the Union, the Company shall be liable to make any resulting wage adjustment which may be required only from the date the complaint or grievance was brought to its attention. The Company may require the employee to provide proof of such experience and shall, in such an event, permit him a period of forty-five (45) days to do so. Upon satisfactory proof being presented, the employee's wage rate shall be adjusted retroactive to the date of his employment. The employee will forfeit any right for this benefit after forty-five (45) days.

- 9.10 The classification of "Service Clerk" shall be composed of: Food Service Clerk, Bakery Clerk and Floral Clerk.

ARTICLE 10 - Paid Holidays

- 10.01 The following days shall be considered holidays for which there shall be no reduction 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 providing such

holidays are observed by the majority of the retail grocery businesses in the City.

In order for an employee, full-time or part-time, to receive statutory holiday pay, he must:

1. not have been voluntarily absent from work on the scheduled workday prior to and following such holiday;
2. have worked his regular designated weekly hours for the week in which holidays, a holiday or portion of a holiday occur, except for bonafide illness;
3. it is understood that any employee on leave of absence granted by the Company at the request of the employee shall not qualify for the statutory holiday pay.

10.02 Should any employee be required to perform work on any of the above mentioned holidays, he shall receive in addition to his holiday pay, double his regular rate for all hours worked.

10.03 When a holiday as set out in Article 10.01 falls in any week, the workweek for employees shall be reduced by eight (8) hours or the number of hours proclaimed to be observed in respect of such a week and no full-time employee shall suffer a reduction in take-home pay. Employees working in excess of the reduced hours of work for that week shall be paid, in addition to their regular rate of pay for that week, one and one-half (1 1/2) times for all such hours worked.

- 10.04 Part-time employees who have been employed thirty (30) days or more and have worked an average of at least thirty-two (32) hours or more in the four (4) weeks preceding the week in which the statutory holiday occurs and are available for work the week of the statutory holiday, shall receive eight (8) hours of pay at his regular hourly rate for each holiday.
- 10.05 Part-time employees who have been employed thirty (30) days or more and have worked an average of at least twenty (20) hours or more in the four (4) weeks preceding the week in which the statutory holiday occurs and are available for work the week of the statutory holiday shall receive six (6) hours of pay at his regular hourly rate for each holiday.
- 10.06 Part-time employees who have been employed thirty (30) days or more and have worked an average of at least ten (10) hours or more in the four (4) weeks preceding the week in which the statutory holiday occurs and are available for work the week of the statutory holiday shall receive three (3) hours of pay at his regular hourly rate for each holiday.
- 10.07 In cases not covered by the foregoing or in the event its terms are more favourable to the employee the provisions of **The Saskatchewan Employment Act** shall apply.
- 10.08 The parties agree that in the staffing of stores on statutory holidays the following procedure will be used:
1. Work performed on statutory holidays will be offered (first to full-time then to part-time) to the

most senior employees in the department and job classification who have volunteered to perform the work.

2. In order to identify volunteers a notice will be posted in each store in each department. The notice will identify the holiday on which work is offered and will have a signing sheet attached. Those wishing to volunteer will sign the sheet. The above notice will be posted for a one (1) week period, two (2) weeks prior to the week in which the holiday occurs.
3. In the event sufficient employees do not volunteer for the required work the Company shall have the right to schedule qualified employees from the department, classification and store in reverse order of seniority and the employees so scheduled will work the scheduled shift. The Company agrees it will endeavor to ensure trained volunteer employees are available. The Company will not reverse order schedule the same employee more than two (2) times in a calendar year or the same holiday two (2) consecutive years.
4. Those employees who volunteer for and work on the holiday will have the option of requesting in writing, at the time they volunteer, another day off during the week of the holiday. Should the Company grant a day off, the employee will have a basic workweek of twenty-nine (29) hours including work done on the holiday. If the employee does not request or the Company is unable to grant an alternate day off, the

employee's basic workweek will be thirty-seven (37) hours including work performed on the holiday.

5. It is understood that the granting or denying of the day off will rest solely with the Company, however the Company agrees to act in good faith in dealing with requests, subject to the efficient operation of the business.
6. The pay for work performed on holidays will be in accordance with Article 10.02.
7. In the event that the Company operates its stores on Easter Sunday, it will staff on a voluntary basis. If sufficient qualified employees do not volunteer, the Company will schedule qualified employees in reverse order of seniority.

ARTICLE 11 - Annual Vacations

Full-time Employees

- 11.01 Any full-time employee with less than one (1) year's continuous service by May 1st will receive an amount equal to six percent (6%) of their total wages earned during the period of employment for which no vacation allowance has been paid up to May 1st. Such employee shall be allowed time off for vacation purposes without pay to a maximum of two (2) weeks during the period May 1st to October 31st, inclusive, unless otherwise mutually agreed to between the employee and the Company.

It is agreed between the parties that all employees

affected by the 1978-80 Collective Agreement will not be retroactively adjusted for vacation entitlement as a result of the May 1st qualifier in the 8th year, 13th year and 18th year and will receive vacation entitlement in accordance with Article 11.03, 11.04 and 11.05.

Furthermore, all employees who have not qualified for the above vacation entitlement of 11.03 as of May 1, 1980 and all employees proceeding to full-time after May 1, 1980 shall receive vacation entitlements in accordance with the May 1st qualifier for future vacation entitlements.

However, full-time employees with eight (8) or more years of continuous full-time service, effective after July 4, 1980, shall receive vacation entitlements for which they qualify in accordance with their current full-time anniversary date.

- 11.02 Any employee after one (1) year's continuous full-time service by May 1st shall receive three (3) weeks' vacation at his regular rate of pay and shall take such vacation during the period from May 1st to September 30th, unless otherwise mutually agreed upon between the Company and the employee.
- 11.03 Any employee with eight (8) or more years of continuous full-time service by May 1st shall receive four (4) weeks' vacation with pay at his regular rate of pay; two (2) of which shall be scheduled during the established vacation period, the other two (2) weeks to be established at a time subject to the discretion of the Company.
- 11.04 Any employee with thirteen (13) years or more of continuous full-time service by May 1st shall receive

five (5) weeks' vacation with pay at his or her regular rate of pay; two (2) of which shall be scheduled during the established vacation period, the other three (3) weeks to be established at a time subject to the discretion of the Company.

- 11.05 Any employee with eighteen (18) years or more of continuous full-time service by May 1st shall receive six (6) weeks' vacation with pay at his or her regular rate of pay; two (2) weeks of which shall be scheduled during the established vacation period, the other four (4) weeks to be established at a time subject to the discretion of the Company.
- 11.06 Any employee with twenty-three (23) years or more of continuous full-time service by May 1st shall receive seven (7) weeks' vacation with pay at his or her regular rate of pay; two (2) weeks of which shall be scheduled during the established vacation period, the other five (5) weeks to be established at a time subject to the discretion of the Company.
- 11.07 Should an employee be absent from work in excess of three (3) months in any qualifying year, except for illness and injury, his vacation entitlement will be calculated at 3/52, 4/52, 5/52, 6/52, or 7/52, subject to his continuous full-time service. Instances of illness and injury shall be considered for vacation entitlement for a period not to exceed twelve (12) months from the commencement of the continuous absence.

After **twelve (12)** months from the onset of any absence due to illness or injury an employee absent a total of 960 hours or more (not to include vacations

or Statutory Holidays) in any subsequent qualifying year will have his/her vacation calculated at 3/52nds, 4/52nds, 5/52nds, 6/52nds or 7/52nds subject to his continuous full-time service.

After **twenty-four (24)** months from the onset of any absence due to illness or injury an employee absent a total of 400 hours or more (not to include vacations or Statutory Holidays) in any subsequent qualifying year will have his/her vacation calculated at 3/52nds, 4/52nds, 5/52nds, 6/52nds or 7/52nds subject to his continuous full-time service.

- 11.08 An employee who applies and qualifies for Weekly Indemnity payment for illness or accident while on vacation may receive the balance of the vacation affected at a mutually agreed upon time.
- 11.09 Notwithstanding the foregoing provisions, the Company and an employee may agree to either three (3), four (4), five (5), six (6), or seven (7) weeks' consecutive vacation providing such vacation is taken outside the period May 1st to September 30th.
- 11.10 When a holiday occurs during an employee's vacation, an extra day's vacation consecutive with the regular vacation shall be granted if the holiday is one for which the employee would have received pay had he been working. However, if granting such additional day consecutive with the regular vacation will hamper operations or interfere with the arrangement of the vacation schedule, the employee shall be entitled to either another day off with pay within thirty (30) days of the date of the holiday or an extra day's pay.

11.11 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 Company will have priority, however, both parties agree that the vacation schedule must be practical insofar as the operation of the business is concerned. The Company, therefore, must make the final decision in such matters.

Employees, on the basis of seniority, shall select their vacation time subject to the following. Each request shall be decided on the basis of whether or not it is practical with consideration given to provide for the efficient operation of the store.

1. Full-time employees shall be given preference in scheduling vacations.
2. Part-time employees who desire time off for vacations shall exercise their seniority to receive vacations over other part-time employees.
3. Employees are entitled to receive two (2) weeks of vacation during the period of May 1st to September 30th. These weeks may be scheduled consecutively.
4. Employees may receive their additional weeks of vacation consecutively provided they are taking them outside the period of May 1st to September 30th.
5. Employees will be given an opportunity to indicate a preference for up to two weeks in prime time (May 1st to September 30th) between

January 1st and February 15th.

6. After February 15th and before April 1st of each year, employees may indicate a preference for their remaining vacation period. Provided there is a vacant place in the vacation schedule after all selections have been made by all employees based on seniority, any employee may elect and may receive more than two (2) weeks in the prime vacation period.
7. After April 1st employees may without regard to seniority and on a first come, first served basis indicate a preference for vacation period within the remaining available weeks.
8. The Company will post the finalized vacation schedule by April 15th of each year.
9. Once a vacation schedule has been agreed upon then there shall be no changes except by mutual agreement between the employee and the Company. It is understood that in the case of employee transfers into a store or emergency and replacement help is not available making the vacation schedule inoperable, the schedule may be adjusted by the Company. In adjusting the vacation schedule to make it operable, consideration shall be given to both seniority of and fairness to, the impacted employees.
10. As far as it is practical, the Company agrees to schedule employees for vacations at a period of time when they request time off providing it does not affect the efficient operation of the store.

The Union reserves the right to discuss an employee's vacation schedule which, in the opinion of the Union, has not been granted on a fair basis with consideration given to the efficient operation of the store. Should local management not agree with the Union's position then the Union may discuss the matter with the Company's Labour Relations Department or the person designated to handle labour relations matters.

11. The Company agrees that weeks will not be "blackened out" on the vacation schedule and an employee may (subject to the terms above) request any week in the year. The Company agrees to identify on the planner those high volume/ high demand weeks that will be very difficult for an employee to be granted if requested. An employee will be allowed to reserve a week for a high volume week request. Such request will be ruled on at the discretion of the Company but no later than six (6) weeks prior to the requested event. If the final decision of the Company is negative, the reserved week will be scheduled within two (2) weeks of the decision.

- 11.12 Effective October 20, 1980, part-time employees proceeding to full-time employment after one (1) year's full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Company as a part-time employee, and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a full-

time employee to establish the appropriate credit due the employee which will then be applied to Article 11.03, 11.04, 11.05, and 11.06.

- 11.13 If the employment of a full-time employee is terminated and such employee is entitled to four (4), five (5), six (6) or seven (7) weeks' vacation with pay, such employee shall receive pay in lieu of vacation calculated at the rate of 4/52, 5/52, 6/52, or 7/52 respectively, as the case may be, of his total earnings from the date he became entitled to his last annual vacation to the date of his termination.
- 11.14 Full time employees shall receive their vacation pay as part of their regular payroll cycle.
- 11.15 **Full-time employees may use a maximum of two (2) weeks entitlement in less than full week increments.**

All requests for single day increments must be provided to the Store Manager at least seven (7) days in advance and will be approved at the Company's sole discretion but will not be unreasonably denied. This notice period can be waived by the Company at its' discretion. Any individual days of vacation must be scheduled and taken by December 1st of each year.

- 11.16 Vacation entitlement must be taken in the calendar year and shall not be carried over to the next calendar year.

Part-time Employees

11.17 Part-time employees shall receive vacation pay during the month of March, based on their previous year's earnings, January 1st to December 31st, for which no vacation pay has been received:

Less than eight (8) years' continuous part-time service - 6%

Eight (8) years or more of continuous part-time service - 8%

Thirteen (13) years or more of continuous part-time service - 10%

Eighteen (18) years or more of continuous part-time service - 12%

Twenty-three (23) years or more of continuous part-time service - 14%

11.18 Upon request of an employee, preferably in writing, the Company agrees to grant time off in the amount of two (2) weeks without pay during the period of May 1st to October 31st for vacation purposes.

11.19 If the employment of a part-time employee is terminated at any time from the commencement of his employment, the Company shall pay to him, in addition to all other amounts due to him, vacation pay consistent with 11.17 for the period for which no vacation pay has been paid.

ARTICLE 12 - Seniority, Promotions, Layoffs, and Rehiring

- 12.01
1. Full-time seniority is defined as the length of an employee's continuous full-time service with the Company in the seniority zone.
 2. Part-time seniority will be defined as an employee's continuous length of service with the Company in the seniority zone.
 3. The Regina seniority zone shall be defined as any Safeway store in the City of Regina. The Saskatoon seniority zone shall be defined as any Safeway store in the City of Saskatoon. The Prince Albert seniority zone shall be defined as any Safeway store in the City of Prince Albert. The Swift Current seniority zone shall be defined as any Safeway store in the City of Swift Current.
 4. Seniority may be acquired and exercised only within the seniority zone in accordance with the Collective Agreement.
 5. New employees shall be on probation for two hundred (200) hours worked. The **two hundred (200)** hour period will also be applied to Courtesy Clerks who are appointed to a regular part-time position. In such case the period will be a trial period during which the employee may be reverted to his former position as a result of performance issues at the discretion of the Company.
 6. An employee who is transferred or promoted out of the scope of this Collective Agreement who

subsequently returns to a position covered by this Agreement shall be credited only with seniority acquired while covered by this Agreement provided the employee has continuous service with the Company, defined for the purpose of this clause as **Sobeys West Inc.**, Winnipeg Operating Area.

In the event an employee in a management position with a retail background who has no bargaining unit seniority is put into a bargaining unit, he shall be deemed to have bargaining unit seniority equal to one-half (1/2) of his continuous service with the Company in that seniority zone.

It is understood that the placement of this employee into a full-time position will not result in the displacement of an existing full-time employee.

7. Full-time and part-time seniority lists shall be provided in January and July of each year, with a copy to the Union.
8. Effective for new part-time employees hired on or after December 10, 1989, when two (2) or more part-time employees are hired on the same day in the same store, the Company will rank employees as determined by Management prior to the completion of the probationary period. The ranking of employees with the same seniority date shall be shown by a numerical designation beside the employee's applicable seniority date. This ranking will also occur as stated above when a part-time employee is

transferred to another store where two (2) or more employees have the same continuous date of hire.

12.02 Seniority of an employee shall be considered broken and services terminated if an employee:

1. voluntarily leaves the service of the Company;
2. is dismissed for cause and not reinstated;
3. fails to report back to work when recalled after layoff within two (2) or up to seven (7) days for legitimate reasons such as provable illness, traveling time, or an obligation to give notice to another employer. A full-time employee who has been laid off continuously for a period of more than six (6) months shall be considered terminated and entitled to the provisions as set out in Article 12.08 or 12.09 as is applicable;
4. is absent from work without a written leave of absence or fails to return to work upon the completion of an authorized leave of absence unless a reason satisfactory to management is given by the employee.

12.03 Full-time or part-time seniority as defined in 12.01 above shall govern in case of reduction to part-time, layoff and recall, providing the employee involved has the qualifications and ability to handle the work to be performed in a competent manner. In instances of a full-time employee reduced to part-time, the Company shall grant the affected employee(s) two (2) weeks' notice of such reduction occurring.

It is agreed that a reduction in hours of work for part-time employees (scheduled or actual) shall not be considered a layoff or otherwise trigger this section, except as referred to Article 12.18.

Employees regularly working full-time, recalled within twelve (12) months of their layoff or reduction to part-time by the Company shall retain their previous length of full-time service.

- 12.04 The Company will not reduce the regular scheduled hours of a full-time employee in the store for the purpose of replacing the full-time employee's hours with part-time employees in the store.
- 12.05 When a full-time employee is reduced to part-time by the Company in the seniority zone, the last full-time employee reduced will be the first person returned to full-time, provided the employee involved has the qualifications and ability to handle the work to be performed in a competent manner.
- 12.06 For the purpose of administering Article 7.03 (2), full-time employees reduced to part-time by the Company will be placed at the top of the part-time seniority list within the store, department and job classification based on his full-time seniority.
- 12.07 In the event an employee's job becomes redundant and that employee has been given, by the Company, the option of either remaining in the department as a part-time employee in their current classification or moving to another classification and department to attempt to remain full-time then when comparing the seniority of competing full-time employees, total

Company service will be the deciding factor. This means that, for example, if a Baker has more full-time seniority but less total service than a full-time Grocery Clerk, the Baker will be unable to displace that full-time Grocery Clerk.

- 12.08 In the event of discharge, except for just cause, or layoff of an employee who has been employed for at least three (3) continuous months, the Company shall give the affected employee(s) notice or pay in lieu of notice as follows:
1. one (1) week's written notice where his period of employment is 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) or more years, but less than five (5) years;
 4. six (6) weeks' written notice where his period of employment is five (5) years, but less than ten (10) years;
 5. eight (8) weeks' written notice where his period of employment is ten (10) years or more.
- 12.09 Full-time employees terminated due to the closing of a store or department shall, if they have been employed for one (1) year or more, be paid one (1) week's severance pay at their regular rate for each year of service to a maximum of **twenty (20) weeks'**

severance pay. In such cases, the provisions of 12.08 shall not apply.

- 12.10 No part-time employee shall have his hours reduced when a casual employee is working hours that could be worked by the part-time employee, in which event the casual employee shall have his hours reduced.
- 12.11 Part-time employees who are desirous of becoming full-time employees or who wish to increase their hours of work shall inform the Company in writing. The Company agrees to give full consideration to the employee's request. All applications must be made on the understanding that the employee will accept a work assignment in any of the Company's stores within the seniority zone.
- 12.12 When an employee works thirty-seven (37) hours per week for thirteen (13) consecutive weeks, it shall be determined that a full-time position has been created, except for relief for absences due to illness, injury or leave of absence and the position will be filled in accordance with and subject to Articles 12.13 and 12.14. This provision will not apply for employees hired for a specific project.
- 12.13 Promotions and vacancies not covered elsewhere in the Agreement or Letters of Understanding shall be filled on the basis of ability, qualifications and seniority. The Company, in determining qualifications, ability and fitness, shall act in good faith and shall not discriminate in any manner.

12.14 Job Posting

1. When a full-time position within the scope of the bargaining unit becomes permanently vacant and the Company determines that the position is to be filled, the Company agrees to fill said vacancy from part-time employees who have made an application in writing to the Company as indicated below. The vacancy shall be filled with part-time employees in the same classification and department, providing the senior applicant can perform the normal functions of the job in a competent manner.
2. Ability to perform the normal functions of the job in a competent manner shall mean that the employee involved is competently performing the normal functions of the job following a training and trial period of twenty (20) days' worked. Should the employee choose to step down before the completion of the twenty (20) days' worked, he may do so, or should the employee not be able to perform the normal functions of the job in a competent manner, the Company may return the employee to his previous job before the completion of the twenty (20) days' worked. In either event, he would return to his previous position and wage rate without loss of seniority. The Company shall then make a second selection for the training and trial period from the next senior applicant that remains on the list from the original posting.
3. When a full-time position becomes vacant, the Company may fill it by laterally transferring other

full-time employees, except that the Company must post the last such full-time position vacancy. For the purposes of this section the moves to and from the classifications of cashier and food clerk (excluding file maintenance and customer service which will be dealt with under Article 12.13) are to be considered as lateral moves. Full-time employees who wish to be considered for such a lateral move must advise the Company in writing at least fifteen (15) days prior to the posting being made. The Company will consider applications for lateral moves before filling the vacancy from the job posting applications. To be considered for a lateral move the employee must be fully competent in the new area subject to a maximum five (5) shift familiarization period and 2) above does not apply.

4. The following positions shall be open for posting when a full-time vacancy as indicated above occurs:

Journeyman Baker
Doughman/Ovenman
Table Hand
Bakery Helper
Cake Decorator
Clerk Cashier/Service Clerk
Food Clerk (excluding Customer Service/File Maintenance)

5. The job posting shall contain:
 - a) classification;

- b) the store number, department and location;
 - c) the number of positions to be filled unless the posting indicated "a number of"
 - d) the closing date of the posting;
 - e) the effective date of the position.
6. The full-time positions which are posted shall be posted according to the following procedure:
- a) Vacant position(s) shall be posted within five (5) days of becoming vacant, unless the Company decides that said vacant position has become redundant.
 - b) Vacant position(s) shall be posted in all stores in the seniority zone for a period of ten (10) calendar days. A copy of the posting shall be forwarded to the Union at the time of the posting.
 - c) The posting shall be returned to the Human Resources Department at the end of the posting.
 - d) Employees wishing to apply for the full-time position posted shall do so on a form provided by the Company, in triplicate, and shall give said application form to the Store Manager, or management designate, no later than 4:00 p.m. on the 10th day, who shall sign it to verify that the employee has made said application for the job posting.

- e) The original copy shall immediately be sent to the Human Resources Department, a copy shall be mailed to the Union office and a copy shall be retained by the employee making the application.
 - f) All employees must have a minimum of twelve (12) months' service with the Company in order to apply for the position, except that in unusual circumstances and by mutual agreement with the Union, the twelve (12) month period may be waived.
 - g) The name of the successful applicant, along with their seniority date, will be posted in all the stores in the seniority zone within fifteen (15) days of the original posting. The Company will forward a copy to the Union.
- 12.15 An employee promoted to a higher job classification in the bargaining unit shall be allowed a qualifying period of four (4) weeks. If, during this period, the Company decides the employee is not performing satisfactorily in his new classification, he shall be returned to his former job classification. Similarly, if, during the qualifying period, the employee decides he is unsuited in the new classification, he may revert to his former job classification.
- 12.16 The Company agrees to notify the Union as far in advance as possible of the closing of any stores covered by this Agreement.
- 12.17 When a regular part-time vacancy within a store occurs, the Company will, upon deciding to fill the

vacancy, transfer an employee from another department or job classification in the store who has, in writing to the Company (Human Resources Director), indicated their desire for a transfer. For the purpose of this provision, "vacancy" shall mean a job opportunity created by an employee averaging sixteen (16) or more hours per week, over the prior fifty-two (52) weeks, who has left the employ of the Company. For the transfer to occur, the following conditions must be met:

1. Only regular part-time employees with more than one (1) year of service as a regular part-time employee are eligible for consideration.
2. Vacancies for certain jobs would not be included in this process (i.e. Customer Service Clerk and Bakery Production). These positions would be filled in accordance with 12.13.

The Company will insist on the achieving of a floral design certificate as a prerequisite for the employee to be considered in the floral area and/or reserves the right to submit any applicant to a performance test before allowing the move.

3. The Company will consider employees who have applied to move to a specific department on the basis of ability and seniority. Availability may be considered by the Company in cases where the employees' restrictions would seriously impact his ability to work the required hours of the vacancy. Where an employee is denied a move under this clause for reasons of ability, the Company will, upon request, meet with the Union and the

employee to discuss and resolve the issue.

4. Employees selected to the new position would receive a wage rate no higher than the level five hundred (500) hours below the top rate in the part-time scale. If the employee had been previously competent in the department, he would receive as a maximum the level two hundred and fifty (250) hours below the top rate.
5. The employee would be credited with the hours needed to maintain that rate and would then progress up the new scale.
6. During the first four (4) weeks of employment in the new job, the employee can opt to revert to his former position or the Company can determine the employee is unsuited and revert the employee to his former position. The employee may not restrict his availability during this training period.
7. After successfully completing the above period, the employee would receive hours of work in accordance with his availability and seniority in the new classification and department only.
8. The Company reserves the right to limit these transfers to not more than one per department per store at any one time.
9. In the event part-time vacancies exist and no part-time employees have requested a move to that department, this provision has no application.
10. The name of the successful applicant will be

posted in the store within ten (10) days of the appointment.

- 12.18 1. Notwithstanding 12.03, a part-time employee who is available at least two (2) evenings/week until closing and is unrestricted on Saturday, including Courtesy Clerks, with more than two (2) years' seniority who are scheduled for no hours of work for four (4) consecutive weeks (except for absence due to leave of absence, sickness or other excused absence) may request and be granted a transfer to another store in the seniority zone within their classification and department where a junior employee continues to receive hours of work.
2. In cases where a part-time employee's thirteen (13) week average hours worked (base period) drops by fifty (50%) percent or more in any two (2) week period, the employee may request and be granted a transfer to another store in the seniority zone within their classification and department where a junior employee continues to receive hours of work. The thirteen (13) week base average will exclude all hours worked due to relief opportunities. The two (2) week calculation period will exclude self-imposed reductions (e.g. sickness, leave of absence, changes in restrictions). This hours reduction calculation will not apply to employees averaging less than sixteen (16) hours per week in the base period. Employees may not exercise a move unless such move will result in the restoration of at least twenty-five (25%) percent of the hour loss between the base period and the calculation

period. For this provision to be triggered, the employee must advise the Company before the end of the two (2) week calculation period of their intent to exercise their rights under this provision.

ARTICLE 13 - Union Representatives' Visits

- 13.01 An authorized Representative or Executive Officer of the Union shall be permitted, after notifying the Manager or his designate, to talk with an employee regarding Union matters during regular working hours. The interview of such employees by the Union Representative or the Executive Officer shall be carried on in a place provided for and designated by the Company. Time taken for such an interview in excess of five (5) minutes shall not be on Company time. The Union Representative will make every effort to advise the Store Manager or his designate of his arrival at the store.

ARTICLE 14 - Leave of Absence

- 14.01 1. The Company agrees to grant time off without pay and without discrimination to not more than two (2) employees per seniority zone designated by the Union for a maximum of six (6) months or longer period as may be mutually agreeable to serve in any capacity on any other official Union business provided that notification is given the Company in sufficient time to secure a relief person for the job involved. It is understood that the maximum of two (2) employees per seniority zone will not be taken from the same store.

2. A maximum of six (6) full-time and six (6) part-time employees will be granted time off, without pay, to attend a Labour Convention of less than one (1) week's duration. It is further agreed that the number of employees be limited to a maximum of one (1) per store where the store has less than sixty (60) employees, two (2) per store where the store has between sixty (60) and one hundred and twenty (120) employees, in any event only a maximum of one (1) per Department. The Departments shall be as defined in Article 7.03 (2). The Union agrees that written requests for the leave referred to above be given the Company as far in advance as possible.

14.02 The Company shall consider a request for Leave of Absence from an employee for personal reasons who has been in the employ of the Company for twenty-four (24) consecutive months. Such request shall detail the reason for the leave of absence and be submitted in writing to the Human Resources Manager a minimum of four (4) weeks prior to the commencement of the requested leave. The Human Resources Manager shall respond promptly to such requests. The four (4) week time limit may be waived in emergency situations.

14.03 The parties agree to comply with the **Saskatchewan Employment Act** as it applies to Maternity/Parental/Adoption Leave. The parties further agree to develop an exhibit to be attached to the collective agreement outlining the Maternity/Parental/Adoption Leave issue, however such exhibit is not part of the agreement. Any

dispute on such leave must be taken up under the terms of the **Saskatchewan Employment Act** and is subject to the grievance and arbitration sections of this agreement.

- 14.04 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 Company for one (1) year after the completion of the leave of absence. The number of employees entitled to leave of absence may be limited to one (1) per store at any one time.
- 14.05 1. Full-time and part-time employees, averaging twenty-four (24) hours or more per week in the four (4) weeks preceding the bereavement, may be granted time off from work, with pay, to a maximum of **five (5)** consecutive scheduled workdays, in the event of death in the immediate family. The length of such time off work shall be determined by the Company, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-parent and step-children.
2. Part-time employees averaging less than twenty-four (24) hours per week may be granted the necessary time off up to **two (2)** days without loss

of pay to attend the funeral in the event of death in the immediate family.

- 14.06 If an employee is requested to serve as a pallbearer, the Company agrees to arrange for the employee's day off to coincide with the day of the funeral. In the event the day off cannot be changed to accommodate the day required, a leave of absence, without pay, will be granted.

ARTICLE 15 - Jury and Witness Pay

- 15.01 Full-time employees summoned to jury duty or subpoenaed as a witness in a Court of Law or any employee acting as a witness on behalf of the Company shall be paid wages amounting to the difference between the amount paid them for jury services or witness 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 as a witness the rest of that day or days and fails to report back to work or if the jury or witness duty occurs on the employee's scheduled day off.
- 15.02 Part-time employees averaging more than twenty-four (24) hours/week in the four (4) weeks preceding, summoned to jury duty, shall be paid wages amounting to the difference between the amount paid them for jury duty and the amount they would have received had they worked to a maximum of eight (8) hours/day and thirty-seven (37) hours/week. This does not apply if the employee is excused from jury duty the rest of the day or days and fails to report back to work or if the jury duty occurs on the employee's scheduled day off.

ARTICLE 16 - Sick Leave

16.01 Full-time employees shall accumulate credits at a rate of four (4) hours for every month in which the employee works or is paid at least half of the available working time for a full-time employee to a maximum of one hundred and sixty (160) hours credit. Hours worked or paid shall include sick days, vacation, union leaves not to exceed thirty (30) days, statutory holidays, jury and bereavement leave but shall not include Weekly Indemnity, LTD or WCB.

16.02 Sick Leave - Part-time

1. Effective March 2, 1981, all part-time employees, who have qualified for group insurance benefits, shall commence to accumulate sick leave credits on the basis of four (4) hours for each four (4) week reporting period that they work one hundred and twenty-eight (128) hours or more as set out in (3) below, to a maximum of one hundred and twenty (120) hours.
2. The four (4) week reporting period shall be the same four (4) week reporting periods that are used in determining their eligibility for dental benefits under the Saskatchewan R.W.D.S.U. Dental Plan.
3. After working thirteen (13) consecutive weeks for thirty-two (32) hours or more per week, the part-time employee shall be eligible to commence accumulation at the commencement of the next reporting period.

4. All paid time off (statutory holidays, sick pay from accumulated sick leave credits) shall be counted for the purposes of determining hours worked in that reporting period. Union leaves not to exceed thirty (30) days shall be counted toward accumulation.
5. Sick leave pay shall be applied only to absences on the employee's regularly scheduled work days.

16.03 In order to qualify for sick pay, employees must notify the Store Manager, his designate or, in his absence, the next highest ranking employee available prior to the starting time or as soon as possible on the first day of absence. Said employee shall also inform the Company as indicated above of the estimated length of illness, when he is ready to return to work, and where he can be contacted relative to his illness.

16.04 The Company may require the employee to provide a doctor's certificate verifying any absence due to disability.

Where the Company requires an employee to provide a doctor's note or to have a doctor fill out a form, they will pay the cost for same unless the note is required as a result of the following:

1. The employee has been formally advised that his attendance record is unacceptable and that doctor's certificates will be required in the future; or
2. The duration of the absence or the circumstances surrounding the absence requires verification.

The Company will be under no obligation to pay for the completion of forms that are required to be completed for the receipt of benefits under Weekly Indemnity, WCB or LTD plans.

In regard to employees returning from a leave of absence in excess of three days, the employee will be responsible for the cost of the initial note indicating they are fit to return to work. If the Company requires any further medical information the Company will pay the cost for same.

For all accommodations where the employee is returning to work from an absence, the employee will be responsible for the cost of the initial doctor's note which will clearly explain the nature and reason for the accommodation. If further medical information is required the Company will pay the cost for same.

- 16.05 The Company shall apply any accumulated sick leave to absence due to sickness not covered by insured Weekly Indemnity benefits and may supplement Weekly Indemnity benefits with unused sick leave credits in an amount equal to, but not to exceed, the employee's normal earnings.
- 16.06 Employees, if found abusing the privilege, shall be disciplined by the Company. In such cases, the Company may discontinue or reduce the benefit of the employee, or terminate the employee.
- 16.07 The Company shall make available its Group Insurance Plan to eligible employees providing benefits as set out in the brochure, "Benefits at a Glance".

The above-mentioned Plan will be provided to eligible employees at no cost to the employee.

- 16.08 1. Weekly Indemnity: The Weekly Indemnity Plan will provide benefits of seventy (70%) percent of an employee's weekly income with no maximum benefit level after the third day of illness or from the first day of absence in the event an employee is hospitalized.
2. Full-time employees in the bargaining unit who have not already qualified for the Company's group insurance benefits as part-time employees shall be covered after working three (3) consecutive months as full-time. Part-time employees in the bargaining unit shall be covered by the Company's group insurance benefits after working thirty-two (32) hours per week during any thirteen (13) consecutive week period. Part-time employees hired after May 11, 1999 who subsequently qualify as indicated above, and who restrict their availability and as a consequence average less than thirty (30) hours per week during any thirteen (13) consecutive week period, shall be disqualified from the Company's group insurance plan. An employee who disqualifies under this clause will be entitled to re-qualify as noted above.
3. Providing an employee is entitled to the weekly indemnity benefits and a claim has been properly completed and filed with the Company, in cases where the employee does not receive weekly indemnity payments within three (3) weeks of receipt of the claim, upon request of the

employee an advance payment in an amount equal to such cases, the employee agrees to reimburse the Company when the weekly indemnity payment is received.

16.09 Long-Term Disability

1. The Company will establish a Long-Term Disability Plan to provide full-time employees a monthly income benefit equal to sixty (60%) percent of the employee's base weekly earnings as at the date of disability, subject to a maximum monthly income benefit level of \$1,500 for long-term disability claims occurring on or after July 26, 1992, (\$2000 for long-term disability claims occurring on or after June 5, 2011) less income payable to the employee from any other source on account of the same disability. The benefit is payable to those employees regarded as totally disabled according to the Long-Term Disability insurance contract and covers total disabilities that commence after December 13, 1982.

The monthly benefit is payable no earlier than the 27th week of disability when the employee has exhausted benefits from the Company's Weekly Indemnity Plan and benefits payable (if any) from Employment Insurance. Benefits are payable to the earliest of: attainment of age 65, death, recovery, or attainment of that age at which the employee may retire from any private pension plan to which the Company contributes on an unreduced pension or the equivalent of an unreduced pension through a supplemental payment.

2. The premium cost of the Plan will be paid by the Company.

ARTICLE 17 - Safety and Health

- 17.01 The Company shall make provisions for the safety and health of its employees during working hours. The Union may, from time to time, bring to the attention of the Company recommendations for improvements in conditions of work and such recommendations shall be subject to discussion between the Company and the Union.
- 17.02 The Company agrees to pay the fee for those employees enrolled in the St. John's Ambulance Course. The employee must obtain authorization from the Company prior to enrollment in the course. The number of employees enrolled will be limited to one (1) per year per store.
- 17.03 The Company agrees to maintain adequate heating in all its stores.
- 17.04 The Company and the Union agree to co-operate in creating and maintaining a Health and Safety Committee in each store in accordance with the **Saskatchewan Employment Act.**

ARTICLE 18 - Smocks and Aprons

- 18.01 The Company agrees to maintain the present policy of supplying and laundering smocks and aprons without cost to the employees.

- 18.02 The Company agrees that during the term of this Agreement, it will provide aprons to employees who are required to wear same, the employee being responsible for laundering the apron, or such other arrangements as may be mutually agreed to between the employee and the Company. Special clothing such as raincoats, parkas and baker's whites will continue to be supplied by the Company, where required in accordance with past practice.
- 18.03
1. Every September all employees with a minimum of one **(1)** year of service may request and receive one (1) additional shirt as long as the employee remains actively employed. **New employees will receive a shirt at time of hire.**
 2. New employees who terminate their employment or who are terminated by the Company prior to completion of their probationary period will be required to return the shirt. If they fail to return the shirt they may have the cost of the shirt deducted from their final paycheque.
 3. Employees are required to maintain their shirts in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the Company at cost. Shirts will be available in appropriate sizes.
 4. This will not apply to employees who do not wear the uniform/khaki shirt at work but will apply to Coffee Bar.

ARTICLE 19 - Cash Shortages

- 19.01 No employee shall be held responsible for cash shortages unless he has sole access to the cash register and is given an opportunity to be present and participate in the cashing up of his register.

ARTICLE 20 - Notice Boards

- 20.01 The Company agrees to furnish and install notice boards in suitable locations accessible to the employees for the purpose of posting notices of interest to the Union. The Union agrees such notices will be shown to the Store Manager or his designate prior to posting.

ARTICLE 21 - Union Shop Decals

- 21.01 The Company agrees that during the term of this Agreement, it shall permit the Union to supply and install a Union Shop decal in each of its stores. The decal shall be posted in a place approved by the Company, but it is understood that the decal shall be placed in a position from which it can be readily observed by the public.

ARTICLE 22 - Strike and Lockout

- 22.01 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 Company.

- 22.02 The Union agrees not to call a meeting of its members, who are employees of the Company, during any hours which will interfere with the normal operations of the Company.

ARTICLE 23 - Adjustment of Grievances

- 23.01 Any complaint, disagreement or difference of opinion between the Company, 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. It is understood that the foregoing will not limit an employee's right under the **Saskatchewan Employment Act** to present a grievance.
- 23.02 Any employee, the Union, or the Company may present a grievance. Any grievance which is not presented within two (2) weeks (fourteen (14) days), or in the case of dismissal, within one (1) week (seven (7) days) following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved parties.
- 23.03 The procedure for adjustment of disputes and grievances shall be as follows:
1. by a discussion between the Shop Steward or Union Representative (with or without the aggrieved employee or employees present at their option) and the Store Manager. The Store Manager shall make a decision on the matter within five (5) working days and if agreement is not reached, then

2. the employee shall report his complaint to the Union Representative or Representatives, who will take the matter up with the Company's Labour Relations Division, which shall make a decision on the matter within twenty-one (21) days. If a satisfactory settlement cannot be reached then, upon request of either party, within ten (10) days of receiving the decision of the Labour Relations Division or within ten (10) days of their failure to respond as noted above but not thereafter, the matter shall be referred to the Board of Arbitration established by Article 24.

23.04 All negotiations with respect to disputes and grievances shall be dealt with during regular working hours and no employee or employee's representative shall suffer any loss of pay.

23.05 When an employee in the bargaining unit is the subject of a disciplinary interview (where the Company intends to discipline the employee, such as to be given a written reprimand, suspension or discharge), said employee shall have a shop steward present, or, in the absence of a shop steward, an employee from his store on duty at the time agreeable to the employee concerned, in the bargaining unit, from the commencement of the interview.

In the event an investigative interview is to be held and there is no shop steward in the store available to attend the meeting, the Company agrees to use its best efforts to contact the paid union representative or Chief Shop Steward to advise him of the meeting and invite him to attend. The Chief Shop Steward

may attend at no cost to the Company and only if he is off duty or can be released from duty by the host store.

It is the intent of the Company that notice of the meeting will be provided on a reasonably practical basis.

This process is not required for suspensions pending further investigation where no interview is contemplated or the actual imposition of discipline or discharge after the investigation has been completed. The parties agree that a breach of these representation issues as a result of exceptional or unforeseen circumstances will not invalidate the investigation or any subsequent discipline.

- 23.06 All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties.

ARTICLE 24 - Board of Arbitration

- 24.01 Any dispute or grievance presented under Article 23 of this Agreement that cannot be settled by representatives of the Company and the Union shall be submitted to a Board of Arbitration at the request of either party. Such request for arbitration shall be made by one party to the other in writing within fifteen (15) working days of receiving the final written decision of the other, referred to in Article 23.03 (2). The request for arbitration shall be accompanied by the nomination of the party's representatives to the Board of Arbitration. Within one (1) week after receipt of such request, the other party shall

nominate their representative to the Board of Arbitration.

- 24.02 A single Arbitrator may be used in cases where both the Company and the Union mutually agree.
- 24.03 The nominees and the Chairman as selected hereinafter or the Chairman alone as referred to in 24.02 shall constitute the Board of Arbitration.
- 24.04 The Chairman is to be selected by mutual agreement between the Company and the Union and if no agreement reached, the Chairman is to be selected by the Chairman of the Saskatchewan Labour Relations Board.
- 24.05 No person shall serve on the Board of Arbitration if he is involved directly in the labour controversy under local consideration.
- 24.06 Grievances taken before the Board of Arbitration shall be submitted in writing and shall specify clearly the nature of the grievance.
- 24.07 When the Board of Arbitration has been formed in accordance with this Article, it shall meet and hear evidence of both sides and render a decision within sixty (60) days after it has completed its hearing and investigation.
- 24.08 The Board of Arbitration, in reaching its decision, shall be governed by the provisions of this Agreement. A 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.

- 24.09 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.
- 24.10 It is agreed that the expenses and fee of the Chairman of the Board of Arbitration shall be borne equally by the Company and the Union. The fees and expenses of the Union nominee will be borne by the Union and the fees and expenses of the Company nominee will be borne by the Company.
- 24.11 The Board of Arbitration shall have authority to uphold, change, modify, alter or dismiss the penalty in suspension or dismissal cases.

ARTICLE 25 - Workers' Compensation

- 25.01 Employees who are injured at work will suffer no loss in pay on the date of the injury.

ARTICLE 26 - Saskatchewan R.W.D.S.U. Dental Plan

- 26.01 The Company agrees to make a direct contribution to the "Saskatchewan Retail Wholesale and Department Store Employees Dental Trust Fund" hereinafter known as "The Fund" of thirty (30¢) cents per hour **(thirty-two (32¢) cents per hour effective February 25, 2018; thirty-four (34¢) cents per hour effective June 17, 2018)** for each straight time paid hour. Paid hours shall mean regular hours paid, sick pay (not including weekly indemnity) full-time employees' vacation as set out in Articles 11.02, 11.03, 11.04, 11.05, 11.06 and paid holidays to all

employees in the bargaining unit to the maximum of the basic work week. Such contributions shall not exceed eleven dollars and ten cents (\$11.10) **(eleven dollars and eighty-four cents (\$11.84) per week effective February 25, 2018; twelve dollars and fifty-eight cents (\$12.58) per week effective June 17, 2018)**. Such contributions shall be forwarded to The Fund within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

- 26.02 The Fund will be administered by a Board of Trustees made up of an equal number of representatives of each side, to a maximum of four (4) on each side. The Trustees shall appoint a Chairperson from the Trustees with the Secretary appointed from the opposite side.
- 26.03 It is agreed that in the event the Government of Canada or the Province of Saskatchewan provides a non-contributory Dental Care Plan with similar benefits the Company's obligations to continue contributions to The Fund shall cease. It is further understood should a government plan be introduced which duplicates some but not all of the benefits of The Fund then these benefits shall be deleted from The Fund and the Company's contribution in respect to the cost of these benefits as determined by the administrator shall cease.
- 26.04 All details of the benefit plan to be established including, but not limited to, matters of eligibility, coverage and benefits shall be as determined by the trustees of The Fund in accordance with the

provisions of the “Agreement and Declaration of Trust” between the contracting parties.

ARTICLE 27 - Saskatchewan R.W.D.S.U Health, Safety and Training Fund

27.01 Effective January 1, 2006, the Company shall contribute two (2¢) cents per hour to the Saskatchewan R.W.D.S.U. Health, Safety, and Training Fund for training or education of employees in the bargaining unit for job related purposes.

The hours for which the Company will contribute the above hourly amount will be the same as contributed for the Dental Plan and be remitted to the Fund in the same manner.

The Union agrees to provide the Company with the Declaration of Trust Agreement for the Fund established by the Union for this purpose.

ARTICLE 28 - Duration of Agreement

28.01 This agreement shall be effective from the **22nd day of June, 2014** and shall remain in force until the **25th day of June, 2022**. Nothing in this agreement is retroactive unless specifically provided herein by the parties.

SIGNED THIS 6th DAY OF **April, 2018.**

ON BEHALF OF THE
UNION:

“Elaine Davies”

“Blair Weir”

“Marg Fisher”

“Gayelene Blackman”

“Susan Ruszkowski”

“Kevin Opsal”

“Tracey Dulle”

“Neil Collier”

“Jeremy Jijian”

“Trevor Miller”

“Brian Haughey”

ON BEHALF OF THE
COMPANY:

“Frank Audino”

“Dave Fearon”

“Sean Naldrett”

APPENDIX "A"

The minimum hourly rates for all employees coming under this Agreement will be as follows:

Wage Scales**A-1 Second Assistant Manager,
Produce Department Manager**

	Current	Feb. 25, 2018	Nov. 18, 2018
	22.62	23.12	23.62

A-2 Food Service Manager *

	Current	Feb. 25, 2018	Nov. 18, 2018
	23.02	23.52	24.02

*Food Service Managers who supervise a Service Meat Counter will have an additional 65¢/hour added to their above-noted rate of pay.

A-3 Bakery Department Manager

	Current	Feb. 25, 2018	Nov. 18, 2018
	23.53	24.03	24.53

A-4 Head Cashier

	Current	Feb. 25, 2018	Nov. 18, 2018
	21.47	22.93	23.43

FOR EMPLOYEES HIRED PRIOR TO MAY 11, 1999**A-5 Clerk Cashiers, Meat Clerks, Service Clerks,
Foods Clerks, Bakery Helpers, Cake Decorator**

	Current	Feb. 25, 2018	Nov. 18, 2018
	21.43	21.93	22.43

A-6 Journeyman Baker

	Current	Feb. 25, 2018	Nov. 18, 2018
	22.54	23.04	23.54

A-7 Doughman/Ovenman

	Current	Feb. 25, 2018	Nov. 18, 2018
	22.30	22.80	23.30

A-8 Tablehand

	Current	Feb. 25, 2018	Nov. 18, 2018
	22.16	22.66	23.16

FOR EMPLOYEES HIRED AFTER MAY 11, 1999 AND BEFORE NOV. 13, 2005

A-9 Clerk Cashiers, Meat Clerks, Service Clerks (Deli Clerks, Floral Clerks, Bakery Clerks, Food Clerks, Bakery Helpers, Cake Decorators and Doughnut Fryers):

HOURS	Current	Feb. 25, 2018	Nov. 18, 2018
Over 7500 hrs	20.65	21.15	21.65

A-10 Meat Cutters, Journeyman Baker, Dough/Ovenhand and Table Hand:

HOURS	Current	Feb. 25, 2018	Nov. 18, 2018
Over 7500 hrs	22.15	22.65	23.15

**FOR EMPLOYEES HIRED ON OR AFTER OR PROMOTED
OR TRANSFERRED INTO AFTER NOVEMBER 13, 2005**

**A-11 TIER 2 (Clerk Cashiers, Meat Clerks, Service Clerks
(Deli Clerks, Floral Clerks, Bakery Clerks), Food Clerks,
Bakery Helpers, Cake Decorators, Doughnut Fryers**

HOURS	Current	HOURS – Effective Feb 25, 2018	Effective Feb 25, 2018	Effective Nov 18, 2018
0 – 200 hrs	10.96	0 - 500 hrs	10.96	10.96
201 – 400 hrs	10.96	501 - 1000 hrs	11.06	11.06
401 – 600 hrs	10.96	1001 – 1500 hrs	11.16	11.16
601 – 800 hrs	10.96	1501 – 2000 hrs	11.26	11.26
801 – 1000 hrs	10.96	2001 – 2500 hrs	11.36	11.36
1001 – 2000 hrs	10.96	2501 – 3000 hrs	11.46	11.46
2001 – 3000 hrs	10.96	3001 – 3500 hrs	11.56	11.56
3001 – 4000 hrs	10.96	3501 – 4000 hrs	11.66	11.66
4001 – 4500 hrs	11.20	4001 – 4500 hrs	11.76	11.76
4501 – 5000 hrs	11.69	4501 – 5000 hrs	11.86	11.86
5001 – 5500 hrs	12.22	5001 – 5500 hrs	12.22	12.22
5501 – 6000 hrs	12.68	5501 – 6000 hrs	12.68	12.68
6001 – 6500 hrs	13.23	6001 – 6500 hrs	13.23	13.23
6501 – 7000 hrs	13.66	6501 – 7000 hrs	13.66	13.66
7001 – 7500 hrs	14.21	7001 – 7500 hrs	14.21	14.21
Over 7500 hrs	18.65	Over 7500 hrs	19.15	19.65

**A-12 BAKERY PRODUCTION TIER 2
(Journeyman Baker, Dough/Oven/ Table Hand/ Meat
Production)**

HOURS	Current	HOURS – Effective Feb 25, 2018	Effective Feb 25, 2018	Effective Nov 18, 2018
0 – 200 hrs	10.96	0 - 500 hrs	10.96	10.96
201 – 400 hrs	10.96	501 - 1000 hrs	11.06	11.06
401 – 600 hrs	10.96	1001 – 1500 hrs	11.16	11.16
601 – 800 hrs	10.96	1501 – 2000 hrs	11.26	11.26
801 – 1000 hrs	10.96	2001 – 2500 hrs	11.36	11.36
1001 – 2000 hrs	10.96	2501 – 3000 hrs	11.46	11.46
2001 – 3000 hrs	11.41	3001 – 3500 hrs	11.56	11.56
3001 – 4000 hrs	11.92	3501 – 4000 hrs	11.92	11.92
4001 – 4500 hrs	12.46	4001 – 4500 hrs	12.46	12.46
4501 – 5000 hrs	12.99	4501 – 5000 hrs	12.99	12.99
5001 – 5500 hrs	13.52	5001 – 5500 hrs	13.52	13.52
5501 – 6000 hrs	14.04	5501 – 6000 hrs	14.04	14.04
6001 – 6500 hrs	14.57	6001 – 6500 hrs	14.57	14.57
6501 – 7000 hrs	15.10	6501 – 7000 hrs	15.10	15.10
7001 – 7500 hrs	15.62	7001 – 7500 hrs	15.62	15.62
Over 7500 hrs	20.55	Over 7500 hrs	21.05	21.55

Any Bakery Production Tier 2 employee designated by the Company to be the Second Person in the Bakery will receive a premium of **one dollar (\$1.00)** or the rate whichever is less for all time so designated.

A-13 COURTESY CLERKS

	Current	Effective Feb 25, 2018	Effective Nov. 18, 2018
0 - 500 hours	10.96	10.96	10.96
501-1000 hours	10.96	11.06	11.06
1001-1500 hours	10.96	11.16	11.16
1501-2000 hours	10.96	11.26	11.26
2001–2500 hours	10.96	11.36	11.36
Over 2500 hours	11.15	11.65	12.15

A-14 COFFEE BAR SERVERS

	Current	Effective Feb 25, 2018	Effective Nov 18, 2018
0 - 500 hours	10.96	10.96	10.96
501-1000 hours	10.96	11.06	11.06
1001-1500 hours	10.96	11.16	11.16
1501-2000 hours	10.96	11.26	11.26
Over 2000 hours	13.40	13.90	14.40

A-15 COFFEE BAR OPERATORS

	Current	Effective Feb 25, 2018	Effective Nov 18, 2018
0 - 500 hours	14.40	14.40	14.40
501-1000 hours	15.40	15.40	15.40
Over 1000 hours	16.40	16.90	17.40

Effective June 5, 2011 any premiums applied over and above

wage rates will cease.

A – 16 PHARMACY ASSISTANTS

A new scale will be created for Pharmacy **Assistants** hired after June 2, 2011 as noted below. Existing Pharmacy **Assistants** hired after November 13, 2005 will be slotted into that new scale in accordance with their service with the Company.

Any employee with more than **five (5)** years service with the Company will proceed to the new top rate effective June 5, 2011.

Employees with less than **five (5)** years of service with the Company but more than **three (3)** years service will be placed at the wage level next to the top rate. They would then progress up the scale in accordance with hours worked or paid thereafter.

Those employees with less than three (**3**) years service will be placed on the next higher wage rate in the new scale and be credited with the number of hours required to maintain that rate. They would then progress up the scale in accordance with hours worked or paid thereafter.

PHARMACY ASSISTANTS HIRED AFTER November 13, 2005

HOURS	Current	Effective Feb 25, 2018	Effective Nov 18, 2018
0 – 500 hrs	13.50	13.50	13.50
501 – 1000 hrs	14.00	14.00	14.00
1001 – 2000 hrs	14.50	14.50	14.50
2001 – 3000 hrs	15.00	15.00	15.00
3001 – 4000 hrs	15.50	15.50	15.50
4001 – 4500 hrs	16.50	16.50	16.50
4501 – 5000 hrs	17.50	17.50	17.50
Over 5000 hrs	20.65	21.15	21.65

PHARMACY ASSISTANTS HIRED AFTER May 11, 1999 and before November 13, 2005

	Current	Effective Feb 25, 2018	Effective Nov 18, 2018
	20.65	21.15	21.65

PHARMACY ASSISTANTS HIRED BEFORE May 11, 1999

	Current	Effective Feb 25, 2018	Effective Nov 18, 2018
	21.43	21.93	22.43

A – 17**Wage Scale for all Sales/Service Clerk and Courtesy Clerk employees hired after February 23, 2018**

0 - 500 hours	10.96
501 - 1000 hours	11.06
1001 – 1500 hours	11.16
1501 – 2000 hours	11.26
2001 – 2500 hours	11.36
2501 – 3000 hours	11.46
3001 – 3500 hours	11.56
3501 – 4000 hours	11.66
4001 – 4500 hours	11.76
4501 – 5000 hours	11.86
5001 – 5500 hours	12.50
5501 – 6000 hours	12.80
Over 6000 hours	13.50
Senior Clerk	
0 - 500 hours	14.50
501 - 1000 hours	15.25
1001 – 1500 hours	16.00
1501 – 2000 hours	17.10
Over 2000 hours	18.05

All new Sales/Service Clerks will progress to the top of the Sales/Service Clerk scale. They will then progress to the Senior Sales/Service Clerk scale when the Senior Sales/Service Clerk hours as a percentage of the total Sales/Service Clerk hours hired after February 23, 2018 is less than twenty-five (25%) percent. This calculation will be done, by store two (2x) times per year (April 15th and October 15th).

All new Courtesy Clerks hired after February 23, 2018 will progress up the wage scale based on hours worked or paid to the two thousand and one (2001) level in the new wage scale above and be capped at that level.

A-18 Courtesy Clerks

1. In the event a Courtesy Clerk who is on the payroll prior to November 1, 1987, is appointed to a regular part-time position, the Courtesy Clerk would receive credit for fifty (50%) percent of his Courtesy Clerk hours to a maximum of 1920 hours for the purposes of establishing his wage rate in the new classification scale.

Any Courtesy Clerk hired after November 1, 1987, who is appointed to a regular part-time position, will be placed at the next higher rate in the new scale and will be credited with the number of hours required to maintain that rate.

2. In the hiring of regular part-time employees, the Company would consider employees in the Courtesy Clerk classification before hiring any new employees. In the appointment of Courtesy Clerks to regular part-time positions, the provisions of Article 12.13 will not apply.
3. Courtesy Clerks would have no claim on hours available to regular part-time employees in the stores and correspondingly regular part-time employees in the stores would have no claim on Courtesy Clerks hours unless Courtesy Clerks perform work not in (4) below, and except as covered in Article 7.17.
4. Courtesy Clerks duties are limited to basket retrieval, bagging, carryouts, handling and sorting empty returnable beverage containers, price checks, sweeping the entire sales floor, filling checkstands with bags, cleaning up spills, damp mopping, parcel pick up duties, perishable replacements, getting change, all take-backs, clean-up in the lunch room and washrooms, and clean-up in parking lot around the store.

5. In the event a Courtesy Clerk is asked by management to perform duties and does perform duties outside those contemplated in 4) above, the employee will be entitled to the top rate of the appropriate classification for his full shift, except as covered in Article 7.17.
6. Courtesy Clerks are not intended to replace existing employees but to supplement them. This phrase is intended to mean that the impact on existing employees' hours will be held to as little as possible, however, in any case, no existing employee will be laid off or have zero (0) hours as a result of Courtesy Clerks unless seasonal or business fluctuations dictate a lower general overall staffing level.
7. The Company agrees to have only one employee per front end checkstand on duty at any one time classified as Courtesy Clerks during store opening hours and to a maximum of one-half (1/2) hour after store closure. For stores with twelve (12) or more front end checkstands, an additional two (2) Courtesy Clerks may be scheduled. On Saturday, this two (2) may be three (3). In stores where night shopping does not take place, the one-half (1/2) hour referred to above may be one (1) hour.

A-19 WAGES

Current Top Rate or Over-scale Employees Hired Prior to February 23, 2018:

Active employees who were on the payroll at the top rate or over-scale as of February 23, 2018 shall receive the following increases:

Effective February 25, 2018 – fifty (50¢) cent increase

Effective November 18th, 2018 – fifty (50¢) cent increase

Current Employees at the Start Rate or in the Progression Hired Prior to February 23, 2018:

Active employees who were on the payroll at the start rate or in the progression as of February 23, 2018 shall receive the following increases:

Effective February 25, 2018 – twenty-five (25¢) cent increase

Effective November 18th, 2018 – twenty-five (25¢) cent increase

Off Scale – Any employee who is placed at an off scale rate as a result of any wage increase referred to above will remain at that off scale rate until his/her service and experience qualify him/her for the next higher rate in the wage scale.

A-20 RETROACTIVE PAY

All active top rated or over-scale employees on the payroll hired prior to February 23, 2018 shall receive retroactive pay at the rate of fifty (50¢) cents per hour from June 22nd, 2014 to February 24, 2018 for all regular hours worked. Retroactive pay shall be paid to all employees within thirty (30) calendar days from February 23, 2018.

All active employees on the payroll who are at the start rate or in the progression hired prior to February 23, 2018 shall receive retroactive pay at the rate of twenty-five (25¢) cents per hour from June 22nd, 2014 to February 24, 2018 for all regular hours worked. Retroactive pay shall be paid to all employees within thirty (30) calendar days from February 23, 2018.

Any employee on a bona fide leave shall receive retroactive pay upon their return to work.

A-21 MINIMUM WAGE INCREASE

In the event that Provincial minimum wage rate increases, the scales will start at the new minimum wage and employees will progress at ten cent (10¢) increases every five hundred (500) hours until their class hours correspond to an existing rate on the employees scale.

An employee hired on an off-scale rate will progress at ten cent (10¢) increases every five hundred (500) hours until their class hours correspond with an existing rate on the employees scale.

In all cases employees in the progression or start rate will receive a minimum ten cent (10¢) increase every five hundred (500) hours.

Existing employees on off scale rates in the progression shall receive a twenty-five cent (25¢) increase in each year of the collective agreement as set out Appendix A-19.

APPENDIX “B”

It is agreed that the Company shall supply every new employee with the following Form “A” as of the date the new employee commences employment.

FORM “A” to:

New Employee:

Name

Address

This is to advise you that the following terms and requirements are set out in a Collective Bargaining Agreement between the Company and the Union:

1. Article 5 - Union Security

“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 make application on the official membership application form within ten (10) calendar days of the date of employment and shall become a member of the Union within thirty (30) calendar days of this date. All present employees who are eligible, but not now members of the Union shall immediately apply for and maintain membership in the Union as a condition of employment.”

2. Article 6 - Dues Check-Off

“Upon request in writing of any employee and upon request of the Union, the Company shall deduct the Union Dues, Assessments, and Initiation Fees out of the wages due to each employee and shall remit same to the person designated by the Union on or before the 20th day of each month.”

The Union is being notified that you have received this letter and will expect you to make the necessary application for membership in accordance with the requirements of the Agreement.

You can make application for membership at the Union Office, 1233 Winnipeg Street, Regina, Saskatchewan or 2154 Airport Drive, Saskatoon, Saskatchewan, or by contacting the Union Steward at the store.

Per _____

APPENDIX “C”

It is agreed that the Company shall supply the Union with the following completed Form “B” as of the date every new employee commences employment.

FORM “B” to:

Retail, Wholesale and Department Store Union
1233 Winnipeg St.
Regina, SK S4R 1K1

This is to advise you that we have today informed the new employee hired, whose name appears below, of the obligations set out in Article 5 and 6 of the Collective Bargaining Agreement and of the terms of Article 9.07 listed below:

“Any employee employed by the Company shall be given credit for his previous experience for the purpose of determining his wage rate, providing the employee has comparable experience and has been employed in a retail food store covered by a Union Contract in the three (3) years immediately prior to commencement of his employment. Should an employee or the Union fail to file a complaint or grievance within thirty (30) days of the date the Company sends a “Form B” card to the Union, the Company shall be liable to make any resulting wage adjustment which may be required only from the date the complaint or grievance was brought to its attention. The Company may require the employee to provide proof of such experience and shall, in such an event, permit him a period of forty-five (45) days to do so. Upon satisfactory proof being presented, the employee’s wage rate shall be adjusted retroactive to the date of his employment. The employee will forfeit any right for this benefit after forty-five (45) days.”

Name of Employee _____

Address _____

Telephone No. _____ Employment Started _____

Full-Time _____ Part-Time _____

Wage Rate _____ Job Classification _____

Store Employed _____

Past experience in a retail food store covered by a Union Agreement:

Name of Company _____ Years or months of Experience _____

If out of province, proof of previous experience submitted

Employee: _____

Company: _____

APPENDIX “D”**GENERAL FRAMEWORK FOR RESTRUCTURING LABOUR COSTS IN OUR SASKATCHEWAN RETAIL STORES**

- a) Buyout - The objective is to allow the Company to restructure its labour costs in the Saskatchewan stores. The intent is to minimize the impact on existing employees and instead to affect replacement employees hired after ratification. The terms contained in this Restructuring Proposal supersede any conflicting provisions of the Collective Agreement (including appendices and Letters of Understanding).
- b) For the purposes of this Collective Agreement the following definitions will be used. Tier 1 employee is an existing employee who is on the wage scales applicable to regular employees. A Tier 2 employee is an employee hired on or after November 13, 2005 or a Courtesy Clerk promoted out of the Courtesy Clerk category after November 12, 2005. Regular hours will be known as Tier 1 hours. Hours acquired from the buyout and subsequent attrition after the effective date of this agreement will be known as Tier 2 hours. Where “effective date of the agreement” is used in this document it is intended as meaning November 13, 2005.
- c) A voluntary Buyout will be offered to any full-time or part-time employee, excluding those employees whose rate of pay is less than \$13.50/hour, on the terms and conditions hereinafter described.
- d) The Company will provide employees thirty (30) days in which to make application for the buyout. The buyout payment will be provided to each employee accepted for

the buyout, directly to the employee with income tax withholding, transferred into an RSP (to the extent permitted by law) or such other method suggested by the employee and acceptable to the Company.

- e) The Company reserves the right to limit the number of employees accepted for the buyout to a number per department and in total that would not affect the efficient operation of the business. Senior employees in the department will be given priority over junior employees in the department.
- f) Eligible employees for the buyout shall be employees in Saskatchewan who have a minimum seventy-four (74) regular hours worked during the fifty-two (52) weeks prior to the buyout.
- g) A person who is not actively at work on the date of the buyout and does not satisfy the seventy-four (74) hour rule will be offered the buyout if he/she returns to work and resumes his/her normal duties within twelve (12) months from the announcement of the buyout and he/she competently performs his/her normal duties for a minimum of three (3) months from date of return. Upon the completion of the three (3) month period the employee would be eligible to apply for the buyout. The buyout would be based on the average of hours worked in the three (3) month period divided by the weeks the employee worked.
- h) The bought and attrition hours for a full-time employee will be thirty-**seven** (37) per week. The bought and attrition hours for a part-time employee will be determined by averaging the regular hours worked per week of each employee, based on the fifty-two (52) week period ending November 5, 2005. The Company will also obtain for scheduling purposes certain hours vacated by attrition

occurring after the buyout up to a total of 40% of the hours worked in each store with the remaining hours staying on the Tier 1 schedule.

The parties agree that all hours up to 25% of the hours worked in the bargaining unit will be acquired by the Company through the buyout and subsequent attrition. Attrition thereafter will be shared with the Company acquiring 50% of all attrition hours after 25% of attrition hours and up to 40% of attrition hours with the remaining hours on the Tier 1 schedule.

If the Company works more than 40% of the hours at the Tier 2 rate, except as otherwise contemplated elsewhere in this agreement, then a correction to account for the over scheduling will take place in the next four (4) week period in the amount equal to the hours over worked as monitored by the in-store Joint Labour Management (JLM) committee.

- i) 1) The Company will schedule the hours created by the buyout and subsequent attrition to newly hired Tier 2 employees. Tier 2 employees hours would not be based on most available hours but instead would be a weekly preference schedule (i.e. the senior employee would be scheduled as many or more hours including call-ins, in the week than the junior employee all other factors being equal to a maximum of thirty (30) hours per week). The thirty (30) hour cap may be exceeded at the discretion of the Company should the needs of the business dictate. Newly hired Courtesy Clerks after the date of ratification would also be subject to the thirty (30) hour cap as noted above. Tier 1/Courtesy Clerk employees may dip down for Tier 2 hours or Courtesy Clerk hours but not both. Courtesy Clerks promoted to part-time employees after the date of ratification will be

considered to be Tier 2 employees but will not be limited to the thirty (30) hours per week cap.

- 2) Tier 1 employees shall be given an opportunity to maximize their weekly hours of work in addition to their regular weekly hours worked in a store by working Tier 2 hours, which become available as a result of the buyout or normal attrition. Such hours will be at the wage level as indicated in the agreement for Tier 2 employees up to a maximum of thirty-seven (37) hours per week and are to be worked in the employees' home department. After providing at least two (2) complete weeks' notice in writing, said employees shall work the additional hours for not less than one full four (4) week period, without changing their selection. Should a part-time employee want to have only Tier 2 hours he/she may note that decision on the Declaration of Availability and under the same rules as applicable to the declaration.
- 3) In the event sufficient Tier 1 employees are not willing and able to accept all of the Tier 1 hours that are available within the store and department, Tier 2 employees may work those hours. In such case Tier 2 hours may be over utilized.
- 4) Tier 1 hours worked by Tier 1 employees shall take precedence over Tier 2 hours.
- 5) It is understood that when a Tier 1 employee obtains additional hours under i 2) above, these additional hours shall not be added to their regular hours at existing rates for the purpose of obtaining benefits that could only have been acquired if they had reached a certain level of hours in their original Tier 1 classification, except

pension and dental benefits. Therefore, an existing part-time employee, if he/she has not reached top rate, can accumulate separately and not combined, hours at their regular classification rate and separate hours in the "new hire" Tier 2 hours scale separate and independent from each other. This will not involve the creation of full-time jobs and 12.12 is not applicable.

- 6) If a Tier 2 employee bids for and is successful in attaining a full-time job under Article 12.13 and 12.14 he/she will be entitled to work thirty-seven (37) hours/week and the job will be a Tier 2 job. The Company will be entitled to exceed the Tier 2 percentage cap in such case.
- 7) A Joint Labour / Management Committee referred to as the Main Committee shall oversee the implementation of this restructuring and endeavor to resolve any and all problems or issues arising out of the implementation of the buyout and the new Wage Scales under Appendix A. For the first six (6) months from implementation the employees on the committee will be paid while in meetings with the Company. In addition, a Joint Labour Management Committee shall be appointed in each store and composed of a maximum of two (2) employees appointed by the Union and a maximum of two (2) employees appointed by the Company who similarly shall attempt to resolve any and all issues dealing with these problems or issues. It is understood that the store level committees can be overruled by the Main Committee.

The Company agrees that the store Joint Labour / Management Committee shall meet every week, if reasonably required. It will be the intention of

management to schedule the appropriate time to perform their duties. After six (6) months from implementation a maximum of one (1) hour uninterrupted will be allowed during the scheduled shift for the JLM Committee member(s) to complete their calculations, review schedules and resolve problems or issues which may arise from the buyout and the wage scales for new hires. The Union appointed committee member(s) will have access to all appropriate information required.

- 8) Hours Groupings - Tier 2 hours will be allocated only in the following groupings based on the employees who take the buyout or subsequent attrition up to 40%:
 - a) Front End and Grocery - Cashier, Customer Service, Cash Office, File Maintenance, Grocery Clerk, Records Clerk/BDR, Bulk;
 - b) Variety - Clerk, Pharmacy **Assistant**;
 - c) Produce - Clerk, Floral;
 - d) Food Service – Service Meats, Seafood, Deli, Meat;
 - e) Bakery - All production and sales.
- j) The number of full-time employees who leave the Company through the buyout will reduce the full-time ratio but in no event to less than 30% as calculated elsewhere in the collective agreement.
- k) New Tier - Tier 2 wage rates would be as in A-11, A-12.
Buy Out Schedule

Buy Out Schedule

52 Week Average of Hours actually Worked preceding the Calculation Date*												
Hourly Rate												
From	To	1-	4-	8-	12-	16-	20-	24-	28-	32-	36+ & full-time **	
\$20.00	Over	2,000	6,100	10,200	14,300	18,400	22,500	26,600	30,000	30,000	30,000	
\$19.00	\$19.99	1,900	5,800	9,600	13,500	17,300	21,200	25,000	28,900	30,000	30,000	
\$18.00	\$18.99	1,800	5,400	9,000	12,600	16,300	19,900	23,500	27,100	30,000	30,000	
\$17.00	\$17.99	1,700	5,100	8,400	11,800	15,200	18,600	22,000	25,300	28,700	28,700	
\$16.00	\$16.99	1,600	4,700	7,900	11,000	14,100	17,300	20,400	23,600	26,700	26,700	
\$15.00	\$15.99	1,400	4,400	7,300	10,200	13,100	16,000	18,900	21,800	24,700	24,700	
\$14.00	\$14.99	1,300	4,000	6,700	9,300	12,000	14,700	17,300	20,000	22,700	22,700	
\$13.50	\$13.99	1,200	3,600	6,100	8,500	10,900	13,400	15,000	18,200	20,700	20,700	

* the Calculation Date will be 52 weeks from November 5, 2005

** Employees who have been in the employ of the Company in the bargaining unit for twenty (20) continuous years or more will receive an additional buyout enhancement in the amount \$500/year for each full year of service over twenty (20) years to a maximum of \$5000.

APPENDIX “E”

GAS BAR

1. This appendix shall cover all terms and conditions of employment for Gas Bar employees.
2. Each gas bar/fuel station opened by the Company in Saskatchewan (except Moose Jaw) will be deemed a separate entity for the purposes of all staffing decisions and there will be no movement from one gas bar to another or from the gas bar to any store except in emergency situations as determined by the Company.
3. The employees shall be entitled to vacations and statutory holidays in accordance with **The Saskatchewan Employment Act** of the Province of Saskatchewan.
4. Meal and rest periods will be as follows:
 - a) Employees shall receive one (1) rest period with pay for a shift of four (4) or more and not more than five (5) hours.
 - b) An employee working a shift of more than five (5) hours and less than seven (7) hours shall receive two (2) rest periods, one with pay and one without pay. An employee may voluntarily choose to waive the unpaid rest period.
 - c) An employee working a shift of seven (7) or more hours shall receive two (2) rest periods with pay and a meal period without pay. All rest periods and meal periods will be fifteen (15) minutes. When relief is

available, by mutual agreement, the unpaid meal period could be extended to thirty (30) minutes.

5. The Company will, after the employee has completed a minimum of **three thousand (3000)** hours worked, match a full-time employee's contribution to an RRSP to a maximum of **two (2.0%) percent** of an employee's gross earnings in the previous calendar year.
6. The Gas Bar/Fuel Station Operator would be deemed an excluded position from the Collective Agreement. The Company will have the right at its discretion to appoint one bargaining unit employee/location to act as full-time Team Coordinator.
7. The full-time basic workweek will be forty (40) hours/week. Part time employees may be scheduled shifts ranging in length between **four (4)** and **eight (8)** hours. Overtime at the rate of time and one half is payable for all hours worked over **forty (40)** in one week.
8. Full-time Seniority will be defined as an employee's length of continuous service with the Company as a full-time employee in the location gas bar. Part-time seniority will be defined as an employee's length of continuous service in the location gas bar. In the event an employee is transferred by the Company within the bargaining unit he/she will retain his/her seniority in the new location. The decision to grant or reject a transfer shall be at the Company's sole discretion.
9. Part-time employees will be scheduled on a weekly preference basis of scheduling. This means that the senior part-time employee will receive as many or more weekly hours of work than a junior part-time employee.

10. In management's sole discretion, an employee shall be appointed as determined by Management as Person-in-Charge on a shift. A premium of forty (40¢) cents per hour for all regular hours shall be paid to an employee so appointed on shift in excess of two (2) hours when the Fuel Station Operator or Team Coordinator is not on the shift.
11. The employee may request and the Company may grant personal leaves of absence.
12. The Company, the Union and the employees mutually agree to co-operate in maintaining and improving safe working conditions in all of the Company's Gas Bars. The Company agrees to ensure, as far as is reasonably practical to do so, the health and safety of the employees in all of the gas bars and address health and safety hazards that arise in the workplace. Employees agree to work in a safe manner respecting all safety rules and using equipment provided. The Union or any employee may bring to the attention of the Company any health and safety concerns.
13. The following clauses of the Collective Agreement apply: Article 1, 2, 3, 4, 5, 6, 13, 17, 19, 20, 21, 22, 23, 24, 25, 28, Letters of Understanding # **6**, **7** and **8**.
14. The rates of pay for Gas Bar/Fuel Station attendants will be as follows:

D-15 Service Technician

Hours	Current	Effective Feb 25, 2018	Effective Nov 18, 2018
0-500	10.96	10.96	10.96
501- 1000	10.96	11.06	11.06
1001 - 1500	10.96	11.16	11.16
1501 - 2000	10.96	11.26	11.26
2001 - 2500	10.96	11.36	11.36
2501 - 3000	10.96	11.46	11.46
3001 - 3500	10.96	11.56	11.56
3501 - 4000	10.96	11.66	11.66
Over 4000 Hours	10.96	11.76	12.26

D-16 Team Co-ordinator

Hours	Current	Effective Feb 25, 2018	Effective Nov 18, 2018
0 - 500	10.96	10.96	10.96
501- 1000	10.96	11.06	11.06
1001 - 1500	10.96	11.16	11.16
1501 - 2000	10.96	11.26	11.26
2001 - 2500	10.96	11.36	11.36
2501 - 3000	10.96	11.46	11.46
3001 - 3500	11.50	11.56	11.56
Over 3500 hours	11.75	12.25	12.75

APPENDIX “F”**SASKATCHEWAN EMPLOYMENT ACT –
MATERNITY/PARENTAL/ADOPTION LEAVE**

The Parties agree to comply with the **Saskatchewan Employment Act** as it applies to Maternity/Parental/Adoption Leave. However, the following is provided as a guideline of information:

1. 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 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 Company 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 Company 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 at the expense of the employee. Seniority shall accumulate during the maternity leave.
2. 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. 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 (1) 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 in the same manner as sub-section (1) above. 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.

LETTERS OF UNDERSTANDING

BETWEEN: **SOBEYS WEST INC.**
REGINA, SASKATOON,
PRINCE ALBERT (**PHARMACY**)
& SWIFT CURRENT

AND: SASKATCHEWAN JOINT BOARD,
RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION, LOCALS **454,480,496 & 950**

LETTER #1

JOB SECURITY

1. The Company agrees that not less than thirty-five (35%) of all employees working in the seniority zone, excluding Courtesy Clerks, shall be employed as full-time employees for the duration of this Agreement. Effective November 10, 2005 this 35% will, by attrition, move to 30%. The parties further agree that should the ratio fall below 30% calculated as noted below, the Company will have the right to recalculate the percentage, including in the full-time count, those part-time employees who have, in the calculation period, averaged 37 hours/week. This calculation including part-time employees working near full-time hours may be done only to a maximum of 5%. Any deficiencies in excess of that level will be dealt with under 5 below.
2. The calculation of the number of full-time jobs shall be done four (4) times per year. The calculations will occur within two (2) weeks of the end of the quarter. The quarter

could have either three (3) or four (4) periods as determined by the Company.

3. The total number of employees will be the average number of employees who work each week in the three (3) or four (4) accounting periods prior to the calculation date.
4. Full-time employees who are counted will be those who have full-time status on the date of the count and will include for example, employees on vacation, leave of absence (to a maximum of one year unless exceeded by law), weekly indemnity, WCB, LTD and any other approved absence. Employees noted in this clause will be included in the count of full-time employees but will not be included in the total number of employees used to calculate the percentage.
5. In the event a deficiency in the full-time ratio is determined to exist the Company agrees to remedy the deficiency within four (4) weeks of the end of the last accounting period under consideration.

LETTER #2

INFORMATION PROVIDED TO UNION

The Company will provide, no more than annually upon request from the Union, a list of employees and their previous year's total regular and courtesy clerk hours paid. In addition, a list of Tier 1 employees and their Tier 2 hours worked will be provided. The request must be made in the first week of the new year.

The Union or an employee may request this information to resolve the question of a specific employee on an as needed basis.

LETTER #3

SERVICE MEAT COUNTER

1. Employees who were formerly full-time Meat Cutters and Meat Managers will be given first opportunity to work in the Full Service Meat Counter. If so designated by management as the full-time employee, he/she will be entitled to receive a premium equal to the difference between his/her current rate and his/her former meat cutter rate for all hours.
2. When there are no more employees who were former Meat Cutters or Meat Managers who are available and accept a job in a Full Service Meat Counter, the full-time employee designated as in 1) above will receive a premium equal to the difference between the employee's current rate and the appropriate Tier 2 Meat Production rate of pay.
3. Any employee who was a former Meat Cutter or Meat Manager who is designated to relieve the full-time employee in the Full Service Meat Counter for one complete week or more will receive a premium equal to the difference between his/her current rate and his/her former meat cutter rate for all hours.
4. Any employee who was not a former Meat Cutter or Meat Manager who is designated to relieve the full-time employee in the Full Service Meat Counter for one complete week or more will receive a premium of **fifty (50¢) cents** per hour for all hours

LETTER #4**COFFEE BAR**

- 1) In stores where a Coffee Bar operation exists there will be one employee designated by the Company to act as the Coffee Bar Operator. The operation will be treated as a Coffee Bar department within the store and will be subject to all the terms and conditions of the collective agreement except that employees of the coffee bar could not transfer out of that department and employees of other departments could not transfer into the Coffee Bar operation.
- 2) Store employees will not be used in the Coffee Bar operation except for relief in emergency situations and in unusual circumstances.

LETTER #5**NIGHT STOCKING**

The Company will to the extent practicable and where it will not interfere with the efficient operation of the business, allow a full-time employee who requests to opt out of night stocking work and move to the day shift (defined for the purpose of this section as generally hours during which the store is open for business) after a minimum of three (3) months on nights. Said employee will be allowed a minimum of three (3) months on days before being re-assigned to nights.

This clause will not apply to employees with more than five (5) years of full-time service, or to any part-time employee with more than ten (10) years of service with the Company as of the date of ratification. Those employees will not be required

to work more than three (3) consecutive months on nights unless they are willing to do so.

LETTER #6

TECHNOLOGICAL CHANGE

The Company will advise the Union of technological change that is to occur which will affect the terms, conditions, or tenure of employment of its employees as far in advance as possible. Where required, the Company agrees to meet with the Union to negotiate the issue.

LETTER #7

SEXUAL HARASSMENT

The Company and the Union agree that no form of sexual harassment shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Every effort shall be made in situations involving sexual harassment to be treated in the strictest confidence. Any employee who believes he is being sexually harassed shall report this to his immediate supervisor, full-time Union representative or Human Resources Director.

LETTER #8

SASKATCHEWAN HUMAN RIGHTS ACT

The Company and the Union agree to comply with the Saskatchewan Human Rights Act.

LETTER #9**SICK LEAVE BANK**

The Company will, upon request no more than annually in January of each year, provide the Union with a list of employees' sick leave hours bank.

LETTER #10**RACK JOBBERS**

The parties agree that the following companies currently qualify as rack jobbers in Regina and Saskatoon: Coca-Cola and Pepsi in coolers and by express, Voortman Cookies, Rustcraft/Carlton Cards, Star Phoenix, Leader Post, Old Dutch and Hostess in checkstand racks and checkstand baskets. Cube racks may be filled on a one-time basis, by the supplier.

The parties further agree that the letter of November 4, 1987 from Jim Witiuk to Fred Cuddington will be deemed as the agreed definition of rack jobber. Any additions of companies currently not supplying product to stores to the list during the term of the Collective Agreement must be mutually agreed between the parties. Such agreement will not be unreasonably withheld.

LETTER #11**TRAINING HOURS NOT INCLUDED IN MOST AVAILABLE HOURS**

Training hours assigned under a human resources training code are not considered as available hours under the

Collective Agreement. The Company agrees that the presence of training hours in the department will not result in the reduction of regular hours to regular employees in that department. This will be monitored by the scheduling committee.

The current level of hours assigned skills training is as follows:

TRAINING HOUR ALLOCATIONS

DEPARTMENT	HOURS ALLOCATED
Orientation	4 Hours
Courtesy Clerk	4 Hours
Bakery (Experienced)	16 Hours
Cake Decorator	16 Hours
Meat (Experienced)	8 Hours
Floral	12 Hours
Produce	12 Hours
Variety	12 Hours
Grocery	20 Hours
Training Assistant/PIC	8 Hours
Deli	20 Hours
File Maintenance	16 Hours
Cash Office	16 Hours
Cashier	20 Hours
Back up Cashier	12 Hours
Bakery Clean up	8 Hours
Bakery Sales	8 Hours
Customer Service Clerk	8 Hours
Supersked	4 Hours
BDR	8 Hours

Inventory Control	8 Hours
Pharmacy Assistant	33 Hours
Pharmacy Assistant (nursing home)	40 Hours
Coffee Bar Operator	26 Hours
Coffee Bar Server – Initial In Store	24 Hours

The Company has no plans at this time to increase the hours allocated for the above skills training. In the event any such change is contemplated the Company will advise the Union in advance. It is the intent of both parties in good faith to reach agreement on any changes before implementation.

LETTER #12

MANAGEMENT TRAINEES

The Company has the right to appoint employees as management trainees either part-time or full-time. Hours allocated to any management trainee will not be considered as available hours in the store. No full-time employee will be reduced to part-time as a result of the presence of a management trainee in a store. The Company agrees to limit the number of Management Trainees to no more than three (3) in each of Regina and Saskatoon (one in each of Swift Current and Prince Albert) and to no more than one per store.

LETTER #13

WATER BOTTLES

Cashiers shall be allowed to have a Company approved water bottle at their work locations provided the bottle is stored out of public sight and the employee exercises common courtesy with customers when consuming water.

LETTER #14**FAMILY RESPONSIBILITY LEAVE**

Any employee with more than one year's service with the Company may request and be granted a leave of absence or absences which shall not exceed five (5) days of unpaid leave in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse (including common law spouse), parent (including parent in-law) or child (including stepchild). The Company will be given as much notice as possible in such events. In unusual cases and where the circumstances of the request require further verification the company may require additional information regarding the purpose of the leave.

LETTER #15**CREDIT FOR PREVIOUS EXPERIENCE**

The Company agrees to notify the Union in writing of any event where an employee is granted credit in excess of that required in Article 9.08 including the rationale. In those cases the Company will upon the request of the Union meet to discuss and resolve the issue.

LETTER #16**RESIGNATION INCENTIVE**

The Company at its sole discretion reserves the right to offer retirement or resignation allowances to existing employees.

LETTER #17

SASKATCHEWAN R.W.D.S.U. TRUSTEED PENSION PLAN

The Company agrees to participate in the Saskatchewan Retail, Wholesale and Department Store Union Trust Fund (hereinafter called "the Fund") and the Saskatchewan Retail, Wholesale and Department Store Union Pension Plan (hereinafter called "the Plan") in accordance with the following conditions:

1. The Company shall have two (2) representatives on the Board of Trustees of the Fund.
2. The total number of trustees for the participating employers and the union shall be governed by the plan's trust agreement. The participating employers and the Union will have equal voting powers on the Board of Trustees of the Fund.
3. The financial liability of the Company shall, in no event, exceed the obligation to make contributions as set forth in this Agreement.
4. Any member of the Union who is currently a member of the Canada Safeway Limited Employee Retirement Plan shall cease making contributions to the plan effective January 3, 1981 and those employees shall be considered as having withdrawn from the Canada Safeway Plan as set forth in Article II, Section 3 of the Plan titled, "Withdrawal from Plan".
5. The goals and intentions of the Union shall be to assure that:

- a) If an employee of the Company ceases to be a member of the Company's pension plan in order to accept a position which is within the bargaining unit as defined in the Collective Agreement between the Company and the Union, the qualifying service which has accrued under the Company's pension plan shall be included in determining the employee's vesting rights under the Plan.
 - b) If an employee of the Company ceases to be a member of the Plan in order to accept a position with the Company which is outside the bargaining unit, the qualifying service which has accrued under the Plan for service while employed by the Company shall be included in determining the employee's vesting rights under the Company's pension plan.
6. The Company's contribution to the fund shall be for all regular hours paid, sick pay (not including weekly indemnity), full-time vacation, as set out in Articles 11.02, 11.03, 11.04, 11.05, 11.06 and paid holidays for all employees in the bargaining unit to the maximum of the basic workweek (reference Section 7). Effective the first full period after the February 23, 2018 of the Collective Agreement, the contribution will be one dollar and forty-five cents (\$1.45) per hour.
 7. The assets of the Fund may be co-mingled for investment purposes.
 8. New employer groups who have a collective agreement with the Union may be admitted as

participating employers in the Fund subject to the approval of the Trustees.

9. The provisions and the funding of the Plan shall at all times comply with all laws, statutes and regulations, both federal and provincial, and the Company and the Union shall endeavour to ensure that the contributing employers' contributions shall qualify as a deductible expense under any applicable income tax legislation.
10. All details of the Plan to be established, including but not limited to, matters of eligibility, coverage and benefits shall be determined by the Trustees of the Fund in accordance with the provisions of the "Declaration of Trust" between the parties.
11. All new employees hired after February 23, 2018 will become members of the pension plan after twelve (12) calendar months of employment with the Company.
12. Upon becoming a member each employee will be required to contribute two (2.0%) percent of his/her hourly wages to a Defined Contribution (DC) component of the Pension plan.
13. On a voluntary basis in the month of January of each year but at no other time each employee who is a member of the plan for two (2) years or more may opt to increase their contribution to the DC plan from the above noted two (2%) percent to four (4%) percent, six (6%) percent or eight (8%) percent. The above noted increase can be reduced to no lower than two (2%) percent in the month of January in the

following year. This means that no more than one change in contributions can be made in any one calendar year.

14. The Fund is a 'negotiated cost' plan.
15. All Plan expenses to administer the pension are funded by the hourly contributions.
16. Contributions paid with respect to part-time vacation pay shall be based on the percentage of vacation pay paid under the applicable Collective Bargaining Agreement (e.g., 4%, 6%, etc.) of the hours worked in the previous year multiplied by the cents per hour contribution rate on the above effective date as indicated in the agreement (e.g., an employee having worked or been paid for one thousand (1000) hours in the previous year and who was entitled to four (4%) percent vacation pay would be entitled to receive an additional forty (40) hours' credit into his/her previous yearly total. The administrator would credit said part-time employee with forty (40) additional hours and receive forty (40) x the applicable contribution rate from the Employer). Therefore, for the previous year, the employee, in this example, would be credited with a total of one thousand and forty (1040) hours.

LETTER #18

Leave of Absence and Welfare Benefits

The Union and the Company agree that in the event an employee is on a leave of absence for Union business in excess of thirty (30) days, the employee's welfare benefits will

continue provided the Union pays to the Company an amount equal to the cost of maintaining the above-mentioned benefits. The Company will provide the Union with the proper costs of benefits so that the payment can be made. It is understood that the Union will also pay the appropriate vacation payment to the employee who is on leave of absence.

LETTER #19**Third Party Kiosks**

The operation of third party kiosks such as those selling sushi, ethnic cuisine, etc., may be carried out by persons excluded from the bargaining unit. However, work carried out by those operating these kiosks shall be limited to the tasks pertaining to their duties.

LETTER #20**Buyout**

Pursuant to Letter of Understanding #16 of the current Collective Agreement, the Company will at its sole discretion offer a voluntary buyout program with a General Framework for Restructuring Labour Costs similar to those set out in "Appendix C" of the Collective Agreement, except that the "bought and attrition hours" for full time will be thirty-seven (37) hours per week.

LETTER #21**Re-Opener**

The Union and Employer agree as follows:

1. Within six (6) months immediately preceding November 3, 2019, either party may give written notice to the other party to negotiate changes in the current collective agreement.
2. If the parties are unable to agree by September 1, 2019, on what, if any, changes are to occur, the parties shall resolve their dispute through binding interest arbitration.
2. The parties will agree to the appointment of the interest arbitrator. If no agreement is reached by the parties within fourteen (14) days, the interest arbitrator is to be selected by the Chairman of the Saskatchewan Labour Relations Board.

LETTER #22**Vision Care Plan**

The parties agree that agreement has been reached on the addition of a benefit to the current above noted collective agreements and that these agreements are therefore amended as follows:

1. The Company agrees to make available to eligible employees and their dependents the Company's Vision Care Plan in accordance with the terms of that

plan for eligible services provided on and after May 4, 2008.

- 2. The Plan will be provided without premium cost to the employees.**
- 3. The plan will pay with the prescription of an ophthalmologist or optometrist up to \$100 per 24 months on the purchase of prescription contact lens or eyeglasses.**
- 4. Employees and their eligible dependents will be covered by the vision care plan if they qualify for the Company Group Insurance benefit which requires a full time employee to work three months and a part time employee to have 32 or more hours worked or paid for a 13 consecutive week period.**
- 5. The Company agrees to make claim forms available in each store covered by these agreements. A description of the plan will be also made available.**

LETTER #23

Expanding Availability

Effective July 1, 2008, part time employees who wish to volunteer for hours in addition to their availability will advise the Company by July 12, 2008 and May 1st of each year thereafter. The expanded availability must remain in effect until September 1.

Available hours will be provided first to those employees with existing valid declarations, then to the above mentioned

employees then to employees hired after May 1st (July 12, 2008 for this year only) and before September 1 of each year.

SIGNED THIS 6th DAY OF **April, 2018**.

ON BEHALF OF
THE UNION:

“Elaine Davies”

“Blair Weir”

“Marg Fisher”

“Gayelene Blackman”

“Susan Ruszkowski”

“Kevin Opsal”

“Tracey Dulle”

“Neil Collier”

“Jeremy Jijian”

“Trevor Miller”

“Brian Haughey”

ON BEHALF OF
THE COMPANY:

“Frank Audino”

“Dave Fearon”

“Sean Naldrett”

INDEX

Alternate Banner	3
Arbitration	69
Availability Altering/Review	16, 120
Availability Expand During Summer	120
Basic Workweek.....	6
Benefits to Continue on Union Leave	117
Buyout	118
Buy Out Schedule.....	98
Call-Ins	11, 20
Call-Ins Due to Unscheduled Absence.....	11
Cash Shortages	66
Clarification of Terms	3
Closure-Store/Department.....	46
Coffee Bar Conditions.....	108
Coffee Break.....	24, 25
Company Shall Act in Good Faith	4
Consecutive Days Off.....	13
Convert Existing Stores.....	2
Courtesy Clerk Required as Regular Employee	20
Courtesy Clerks	84
Courtesy Clerks Promoted to Regular Part-Time.....	18
Credit for Experience	28, 113
Daily Shifts for Part-Time Employees	21, 94
Declaration of Availability	16
Definition of a Day.....	8
Dental Plan	71
Dipping Down to Courtesy Clerk Schedule	18
Disciplinary Interview	68
Duration of Agreement.....	73
Easter Sunday	33
Employment Form.....	90
Equal Pay for Equal Work.....	27
Evening Shopping Premium.....	12
Exclusions	2

Failure to Record all Time Worked	7
Family Responsibility Leave.....	113
Filling Full Time Position	48
Floral Premium	28
Full-time Creation	47
Full-Time Ratio.....	47, 105
Full-Time Reduced to Part-Time	18
Gas Bars	99
Grievances.....	67
Grievances on Company Time.....	68
Health and Safety	64
Health, Safety and Training Fund	73
Holiday during Vacation	36
Hours Paid Request.....	106
Human Rights Act.....	109
Investigative Interview	68
Introduce to Shop Steward.....	5
Job Posting	48
Jury/Witness Duty	58
Kiosks.....	118
Layoff.....	44, 45
Layoff Required Notice.....	46
Lead Hand Premium	16
Leave of Absence – Bereavement/Funeral	57, 58
Leave of Absence – Educational.....	57
Leave of Absence – Family Responsibility.....	113
Leave of Absence – Maternity/Parental/Adoption.....	56
Leave of Absence – Personal	56
Leave of Absence – Union.....	55, 56
Lock Up Premium	16
Long Term Disability (LTD).....	63
Lunch Period	24, 25
Maintain Level of Hours upon Transfer.....	9
Maintaining Higher Rate of Pay	28
Maintenance of Membership	4
Management Rights	4

Management Trainees	112
Maternity/Parental/Adoption	103
Meat Counter Premium	107
Meat Counter Recognition	107
Minimum Availability	8
Minimum Schedule or Call-In	11
Minimum Wage Increase	87
Most Available Hours	10, 21
New Classifications or Positions	27
New Employees Introduced to Shop Steward	5
Night Shift Premium	15
Night Stocking	108
Ninety/Ten (90/10%)	21
Notice Boards	66
Notice for Investigative Interview	68
Notice of Shift Change	7
Over Scale Rate	28
Overtime	12, 26
Overtime Rates of Pay	12, 15
Overtime Scheduled	12, 15
Overtime shall be Voluntary	14
Overtime Unscheduled	12, 15
Paid Holidays	29
Part-Time Availability	16
Part-Time Vacancy	51
Pay for Statutory Holidays	30, 31
Pay on Company Time	27
Pension Plan	114 to 117
Posting of Weekly Schedule	6
Posting Full Time Position	49
Preference in Shifts	8
Premium for Produce Second, MOW, DOW	28
Premium Pay	15, 16, 27, 28, 79, 107
Previous Experience	90
Probation Period	42, 48
Promotion Criteria Consideration	47

Promotions and Vacancies	47
Promotions/Transfers at Company Discretion	2
Promotions/Transfers within a Seniority Zone	2
Purpose of this Agreement	1
Qualifying for Group Benefits	62
Qualifying Period	49, 51
Rack Jobbers	110
Recall	44, 45
Record Time Worked	7
Reduction	44, 45
Relieving First Assistant Manager	27
Relieving Head Cashier	27
Relieving Store/Department Manager	27
Re-Opener	119
Requested Days Off	18
Requests for Time Off	10
Resignation Incentive	113
Rest Periods.....	24, 25
Restructuring Framework.....	92
Retroactive Pay	86
Reversion Due to Demotion.....	3
Reversion to Former Position.....	53
Safety and Health	64
Scheduling Committee	23
Seniority – Reduction, Layoff, Recall.....	44, 45
Seniority Broken	44
Seniority Defined	42
Seniority for Full Time Employees	42
Seniority for Part-Time Employees	9, 42
Seniority Lists	43
Seniority Ranking.....	43
Service Clerk Classification.....	29
Severance Pay	46
Sexual Harassment.....	109
Shift Cancellations	11
Shift Preference	8

Shirts.....	65
Short Term Disability (Weekly Indemnity).....	62
Sick Leave	59
Sick Leave – Doctor’s Note	60
Sick Leave – Part-Time	59
Sick Leave Bank Accrual	110
Sick Pay	59, 60, 61
Smocks and Aprons.....	64
Special Clothing	65
Staff Meetings	8
Statutory Holidays	29
Statutory Holiday Pay.....	30
Statutory Holiday Staffing of Stores	31
Stocking Shelves by Supplier Reps.....	16
Store/Department Closure	46
Strike and Lockout	66
Sunday Premium	12
Sunday Work	12
Suppliers Representatives.....	16, 110
Switch Shifts.....	10
Technological Change	109
Third Party Kiosks.....	118
Time Clock/Sheet.....	7
Time Off Between Shifts.....	9
Time Off for Exams or other Emergencies	10
Training Hours	110
Training and Trial Period	48, 51
Transfer Affecting other Employees	9
Transfer into Bargaining Unit	43
Transfer Request	54
Transfer to Store Nearest Residence	24
Transfer within a Regular Working Day	24
Transferred/Promoted Out-of-Scope.....	42
Uniform Shirts.....	65
Union Boards.....	66
Union Dues.....	5

Union Membership Application.....	88
Union Representative's Visits.....	55
Union Shop Decals.....	66
Vacancies	48, 51
Vacation Date Calculation	39
Vacation for Part-Time	41
Vacation Illness/Accident	35, 36
Vacation Scheduling	37
Vacation upon Termination	40
Vacation Weeks not to be Blacked Out	39
Vacations.....	33
Vacations – Using Single Days.....	40
Vision Care	119
Wage Rate upon Promotion	53
Wage Increases – Courtesy Clerk	19
Wage Increases – Part-time.....	19
Wage Scales	75 to 83
Wage Scales – Gas Bars.....	102
Water Bottles.....	112
Weekend Availability	13, 17
Weekly Indemnity (WI)	62
Weekly Preference Scheduling	22
Workers' Compensation.....	71

