

THIS AGREEMENT made and entered into this **5th day of December 2018.**

BETWEEN:

ALSCO CANADA CORPORATION, a body corporate incorporated under the laws of Canada, operating in the Cities of Saskatoon and Regina, in the Province of Saskatchewan, hereinafter referred to as the Company

OF THE FIRST PART

AND:

RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 558, hereinafter referred to as the Union

OF THE SECOND PART

AGREEMENT



Expires: **September 30, 2022**

INDEX

<u>ARTICLE</u>		<u>PAGE #</u>
1	- PURPOSE	1
2	- CLARIFICATION OF TERMS	2
3	- RECOGNITION	2
4	- SCOPE	2
5	- UNION SECURITY	3
6	- DUES CHECKOFF	3
7	- MANAGEMENT RIGHTS	3
8	- GRIEVANCE PROCEDURE	4
9	- HOURS OF WORK	5
10	- OVERTIME	7
11	- REST PERIODS AND LUNCH BREAKS	7
12	- WAGES	8
13	- STATUTORY HOLIDAYS	9
14	- ANNUAL VACATIONS	10
15	- SENIORITY	12
16	- LAYOFFS AND RECALLS	14
17	- PROMOTIONS AND VACANCIES	15
18	- LEAVE OF ABSENCE	15
19	- SAFETY AND HEALTH	16
20	- EMPLOYEE BENEFITS	17
21	- NOTICE BOARDS	22
22	- LAYOFF AND TERMINATION OF EMPLOYMENT	22
23	- MISCELLANEOUS	22
24	- DISCHARGE AND SUSPENSION	24
25	- JURY DUTY PAY	25
26	- SEVERANCE PAY	25
27	- NO DISCRIMINATION AND SEXUAL HARASSMENT	26
28	- DURATION OF AGREEMENT	27
Appendix "A" - Job Classifications and Wage Appendix		28
Letter of Understanding #1- Teamsters/RWDSU General Workers Pension Plan		30
Letter of Understanding #2 - Route Sales Representatives		33
Letter of Understanding #3 - Modified Workweek		34
Letter of Understanding #4 - Harassment Policy		36
Letter of Understanding #5 – Shortened Workweek		44
Letter of Understanding #6 – Renewal Bonus Program and Year-End Bonus For RSRs		45
Letter of Understanding #7 – Joint Labour Management Committee		47

THIS AGREEMENT made and entered into this **5th day of December 2018**.

BETWEEN:

ALSCO CANADA CORPORATION, a body corporate incorporated under the laws of Canada, operating in the Cities of Saskatoon and Regina, in the Province of Saskatchewan, hereinafter referred to as the Company

OF THE FIRST PART

AND:

RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 558, hereinafter referred to as the Union

OF THE SECOND PART

ARTICLE 1 - PURPOSE

- 1.01 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost cooperation and friendly spirit between the Company and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances in order that there will be no impeding of work, work stoppages or strikes, or other interferences with the Company's operations or their facilities during the life of this Agreement.
- 1.02 It is agreed that this Agreement is the only Agreement between the Employer and its employees and that it supersedes any arrangements made, or terms and conditions applicable to employees before the signing of this Agreement. It is further agreed that the terms and conditions outlined herein are minimums.
- 1.03 It is also the intent and purpose of this Agreement, in recognizing a common interest between the Company and the Union, to provide for the efficient operation of the Company, with full regard to economy of operation and the quality and quantity of work performance.
- 1.04 The Company agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or any applicable statute of the Province of Saskatchewan or Dominion of Canada. Any such agreement will be null and void.
- 1.05 To these ends, this Agreement is signed in good faith by the two parties.

ARTICLE 2 - CLARIFICATION OF TERMS

- 2.01 It is agreed that throughout this Agreement wherever the words “he” or “his” or “him” appear, it shall be construed as meaning any employee, male or female covered by this Collective Agreement.
- 2.02 It is agreed that wherever the words “employee” or “employees” appear, it shall refer to any person or persons covered by this Agreement.
- 2.03 Emergency – For the purpose of this Agreement, emergency shall be defined as any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgment, have been foreseen by the Company.

ARTICLE 3 - RECOGNITION

- 3.01 The Company recognizes the Union as the sole collective bargaining agency for all employees employed by the Company, as set out in Article 4 of this Agreement.
- 3.02 The Company agrees to meet and negotiate with Union Representatives, as provided in Article 28 of this Agreement, on matters pertaining to rates of pay, hours of work and other terms and working conditions of the employees covered by this Agreement.
- 3.03 (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof, which is covered by this Agreement, is sold, leased, transferred or taken over by sale, lease, transfer, assignment, receivership or bankruptcy proceedings, or another Limited Company is set up to perform any of the functions previously performed by the Company covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) If at any time the Company intends to sell, transfer or lease the entire operation or any part thereof, he shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.

ARTICLE 4 - SCOPE

- 4.01 This Agreement shall cover all employees employed by AlSCO Canada Corporation in its place of business located at 414 - 45th Street East in the City of Saskatoon, in the Province of Saskatchewan, except the General Manager, Assistant General Manager, Sales Manager, Sales Persons, Service Manager, two (2) District Managers, Office Manager, Customer Service Coordinator, Personal and Confidential Secretary, Production Manager, Plant Manager, Credit Manager, Chief Engineer and Management Trainee. This Agreement shall also cover all employees employed at **707 E., McDonald**

Street, in the City of Regina, except the Depot Manager, Service Manager, Sales Persons and any positions similar to those exempt in Saskatoon.

4.02 It is agreed that a Management Trainee will not replace an in-scope employee.

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 his employment and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for and maintain membership in the Union and maintain membership in the Union as a condition of his employment provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

5.02 On commencing employment, the employee's immediate supervisor shall introduce the new employee to his Union Steward or Representative. An Officer of the Union shall be given the opportunity to meet with the new employee within regular working hours without loss of pay for a maximum of fifteen (15) minutes during the first week of employment for the purpose of acquainting the new employee with the benefits and duties of the Union membership and his responsibilities and obligations to the Company and the Union.

ARTICLE 6 - DUES CHECKOFF

6.01 Upon request in writing from any employee, the Company shall deduct and pay in periodic payments, out of the wages due to such employee, to the person designated by the Union to receive the same, on or before the 20th day of each month, the Union dues, initiation fees and assessments uniformly required from all employees. Names of employees hired, transferred, discharged, on compensation or absent due to illness or injury and all employees who have left the employ of the Company of their own accord shall be submitted to the Union once each month.

ARTICLE 7 - MANAGEMENT RIGHTS

7.01 The Union recognizes that the Company shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of its affairs, and that the direction of employees is fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company to:

- (a) Maintain order, discipline and efficiency;
- (b) Organize and reorganize the work of employees;

- (c) Hire, appoint, discharge, promote, demote, classify, transfer, lay off, recall, suspend or otherwise discipline employees;
- (d) Make and enforce and alter from time to time rules and regulations to be observed by the employees;
- (e) Determine and change the operations of the Company; determine and change the locations where the Company's operations are carried on; determine and change the methods of carrying out the Company's operations; set reasonable standards for the performance of work; determine the work to be performed by employees; and determine the time or times an employee is to work;
- (f) Determine the nature and kind of operations conducted by the Company; the kind and location of equipment to be used; the right to subcontract; the extension, limitation, curtailment or cessation of operations; the right to sell, merge, consolidate or lease its operations or any part thereof; and to determine all other functions and prerogatives heretofore vested in and exercised by the Company which shall remain solely with the Company.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 It is agreed during the life of this Agreement that neither party to this Agreement shall cause a suspension of work, strike, picketing, slowdown or lockout.
- 8.02 For the purpose of negotiating grievances, it is agreed that the Union shall set up a Grievance Committee consisting of not more than two (2) employees plus the grievor, if appropriate.
- 8.03 (a) Any disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement concerning the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance. All grievances shall set out the matter complained of, the specific provisions of the Agreement allegedly violated, the remedy sought and must be signed by the grievor. It shall not be sufficient to allege a violation of the Agreement as a whole.
- (b) All grievances of employees shall be submitted in writing and be taken up within ten (10) working days of their occurrence with the employee's Department Manager who shall render a written decision within five (5) working days to the Union Committee.
- (c) If a satisfactory settlement cannot be reached under 8.03(b) of this Article, grievances shall be taken up within five (5) working days with the General Manager who shall render a decision in writing within five (5) working days to the Union Committee.

- (d) It is understood and agreed that the Company has the right to file grievances with the Union. Such grievances shall be submitted, in writing, by the General Manager to the Union Committee who shall reply in writing within five (5) working days.
- (e)
 - (i) If a satisfactory settlement cannot be reached under 8.03(c) or (d) above, the grievance may be referred to arbitration within but not after ten (10) working days of the date of the decision rendered under 8.03(c) or (d) above. The parties to this Agreement agree to establish an independent Board of Arbitration in the following manner:
 - (ii) The Company and the Union shall, within ten (10) days after the referral to Arbitration, each select a member to represent them on a Board of Arbitration. The Company and the Union shall then, within ten (10) days of the referral to arbitration, select a Chairperson who is acceptable to both Parties. Upon failure to agree on a Chairperson within the time limit specified, either party may request the Dean of Law of the University of Saskatchewan to appoint a Chairperson. It is agreed that the expenses of the Chairperson of the Board of Arbitration shall be shared equally by both parties to this Agreement.
- (f) A decision of the Board of Arbitration shall be final and binding upon the parties. The Board may not, by its decision, modify, waive, abridge, alter or extend any of the terms of the Agreement, render a decision which is inconsistent with the terms of this Agreement, nor deal with any matter not covered by this Agreement. The Board of Arbitration may interpret the provisions of this Agreement but shall not deal with any matter not set forth in the copy of the grievance referred to in 8.03(a) of this Article.

8.04 Meetings between the parties concerning grievances of employees shall be held during regular working hours, unless otherwise mutually agreed upon. It is agreed that no employee duly appointed by the Union to the Grievance Committee or the grievor shall suffer loss of regular pay while taking part in meetings or negotiations with the Company with respect to grievances.

8.05 Time limits and procedures contained in this Article may only be extended by mutual agreement of the parties in writing.

ARTICLE 9 - HOURS OF WORK

9.01 The Company retains the exclusive right to schedule hours of work of employees and additional shifts as may be necessary to provide coverage for the determined hours of operation. Without limiting the generality of the foregoing, normal hours of work will be as follows:

- (a) **Plant Employees** - The normal workweek for all plant employees shall be forty (40) hours, five (5) days per week, not exceeding eight (8) hours per day, Monday to Friday which shall be contained between 6:00 a.m. and 8:00 p.m. Selection of a preferred shift shall be based on seniority provided there are sufficient qualified employees on each shift to ensure operational efficiency.
 - (b) **Office Employees** - The normal workweek for all office employees shall be forty (40) hours, five (5) days per week, not exceeding eight (8) hours per day, Monday to Friday which shall be contained between 7:00 a.m. and 6:00 p.m. Selection of a preferred shift shall be based on seniority provided there are sufficient qualified employees on each shift to ensure operational efficiency.
 - (c) **Route Sales Representatives** - The normal workweek for route sales representatives shall be five (5) days per week, Monday to Friday and forty (40) hours per week averaged over a four-(4) week period.
 - (d) **Maintenance Employees** - The normal workweek for maintenance employees shall be forty (40) hours, five (5) consecutive days per week not exceeding eight (8) hours per day between Monday and Saturday. Selection of a preferred shift shall be based on seniority provided there are sufficient qualified employees on each shift to ensure operational efficiency.
 - (e) Should the Company schedule additional shifts on a permanent basis, such new shifts shall first be offered to incumbent employees in accordance with the provisions of Article 17 of this Agreement.
- 9.02 All employees who are required to report for work on any day and do so report but for reasons of some breakdown or weather conditions are dismissed for the day, shall receive not less than four (4) hours' pay at regular rates. The employees shall perform such duties as the Company may require during that four (4) hour period.
- 9.03 It is understood and agreed that the provisions of this Article are only to provide a basis for calculating overtime compensation.
- 9.04 The Company agrees to guarantee to every full-time employee a minimum of thirty-seven (37) hours' work per week or pay in lieu of work except in the case of breakdown, weather conditions, incidents beyond the Company's control or while an employee is absent from work at his own request or as hereinafter provided.
- 9.05 Except in cases of emergency, when an employee is required to change their shift, they shall receive a minimum of one (1) week's written notice or the affected employee shall remain on his current shift schedule. Changes due to the unscheduled absences of other employees shall be considered an emergency.

ARTICLE 10 - OVERTIME

- 10.01 (a) Overtime pay at one and one-half (1 ½) times an employee's regular rate shall be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in a week, except as otherwise stated. Notwithstanding the above, overtime hours worked on a Sunday shall be paid at two times (2X) an employee's regular rate. No employee will be permitted to work any overtime without receiving the appropriate overtime pay as set out above.
- (b) (i) Route Sales Representatives shall receive the applicable overtime rates of pay for all hours worked over an average of forty (40) hours per week when averaged over a four (4) week period. There will be thirteen (13) such periods designated starting with the first two (2) pay periods of the calendar year. Route Sales Representatives will turn in weekly time sheets and any overtime hours worked must be justified by the employee and authorized by the Company.
- (ii) When overtime is required within the Production Departments, the overtime shall be offered on a seniority basis to employees who normally perform such work in the Department. If the assignment is not filled within the Department by this procedure, the Company may assign the overtime as deemed appropriate. If by error an incorrect overtime assignment is made, the Company may remedy this situation by offering the affected employee the next available overtime work in the Department.
- 10.02 Three (3) hours' advance notice shall be given employees when requested to work more than one (1) hour overtime except in case of a mechanical breakdown or incidents beyond the Company's control. Employees are expected to comply with any reasonable request for overtime and overtime shall be mandatory if the Company's request encompasses reasons of mechanical breakdown, requirements to meet customer needs, or incidents beyond the Company's control.
- 10.03 If an employee is required to work during his regular lunch period, he shall be entitled to equal time off in the same day.
- 10.04 An employee required to work more than two (2) hours' overtime continual in one day shall be provided with a meal up to a value of fifteen (\$15.00) dollars by the Company. This claim shall apply to overtime work on Saturday and Sunday after four (4) hours of work.

ARTICLE 11 - REST PERIODS AND LUNCH BREAKS

- 11.01 All employees shall be given, approximately midway during the first half and approximately midway during the second half of each eight (8) hour shift, a fifteen (15) minute rest period without deduction of pay. The Company shall provide suitable and sufficient restrooms for employees.

- 11.02 When employees are requested to work overtime and it is continuous with their regular hours, they shall be entitled to a fifteen (15) minute paid rest period before commencing overtime which is expected to last one (1) hour or more. If, however, the overtime is in excess of two (2) hours including the rest period, the employees shall receive a one-half (½) hour unpaid lunch break and a meal provided by the Company. This meal break is to be taken at the end of the first two (2) hours of overtime. If, however, overtime is worked not continuous with regular working hours, employees shall receive their regular rest breaks as set out in Article 11.01.
- 11.03 All employees shall be entitled to a one-half (½) hour unpaid lunch break approximately midway during their shift.

ARTICLE 12 - WAGES

- 12.01 Any employee required temporarily to fill another position paying a higher rate of pay who performs substantially all of the duties of that position shall receive this higher rate of pay for all hours worked in the higher paying position provided the employee fills the position for a period longer than one (1) hour on any one occasion. However, any employee required to work temporarily in a classification paying a lower rate of pay shall not have his rate reduced.
- 12.02 Pay shall be deposited by way of direct deposit to the employee's financial institution every second (2nd) Friday. A completed itemized computation of employee's pay, including the amount of deductions for sickness and statement of pay for statutory holidays **shall be available on line to employees on pay day. Said pay cheque may be printed at one of the available kiosks on site.** Except for money owing the Company, employees shall not have pay or earnings held back by the Company.
- 12.03 It is agreed that regardless of age or sex, the principle of equal pay for equal work shall apply.
- 12.04 Job classifications for all employees covered by this Agreement shall be as set out in Appendix "A" attached to and forming part of this Agreement and rates of pay applicable thereto shall be not less than provided therein.
- 12.05 (a) Rates of pay applicable to any new classifications that may hereafter be established shall be subject to negotiations and a supplementary Agreement between the Company and the Union shall be executed. The Company, however, reserves the right to temporarily fill the position and establish an interim rate of pay pending the conclusion of those negotiations. Said negotiations shall commence within thirty (30) days of the position being filled.

- (b) When the deletion of existing job classifications are deemed necessary or existing job classifications require changes because of changes in the character of duties and responsibilities as deemed necessary by the Company, the Union shall be advised in writing of the contemplated change. Thereafter, a meeting will be arranged between the Company and the Union to discuss such deletion or change.
- 12.06 (a) When an employee who is being paid the top rate for their classification is promoted from a classification at Production Worker 1 to Production Worker 2, their rate of pay shall be increased to the top level for Production Worker 2 on promotion.
- (b) In all other circumstances, when an employee is promoted and their rate prior to promotion falls within the range provided in Appendix “A”, their rate of pay will not be reduced on promotion. Their rate of pay would be increased at such time as their experience in the new classification qualified them for an increase. For these purposes, they will be given credit for hours previously worked in the new classification under the provisions of Article 12.01. That is, if they have a combined total of 1040 hours worked in the new classification, the job rate would result in an increase, they will receive that higher rate and they will receive the top rate when the total combined hours worked is 2080 hours.
- 12.07 All hourly employees must have all their straight time and authorized overtime recorded on a time clock and shall be required to punch a time clock and shall be paid accordingly.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 The following days shall be observed as paid holidays:

New Year’s Day	Good Friday	Victoria Day
Canada Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day
Saskatchewan Day	Family Day	One (1) personal day (after 15 years of service)

and any other holiday when duly legislated by the Provincial Government as a Statutory Holiday. Any holiday falling on a weekend shall be observed on a day before or after the weekend as determined at the discretion of the Company.

- 13.02 Any employee who works on any holiday as set out in 13.01 of this Article shall be paid, in addition to his statutory pay entitlements, an amount equal to one and one-half (1 ½) times his regular rate for all hours worked.
- 13.03 When any holiday or holidays as set out in Section 1 of this Article fall in an employee’s workweek, the workweek shall be reduced: by four (4) hours or one-half (½) day if a one-

half day holiday occurs; by eight (8) hours or one (1) day if a one-day holiday occurs; and by sixteen (16) hours or two (2) days if two holidays occur.

13.04 Part-time employees shall be compensated for statutory holidays in compliance with **the Saskatchewan Employment Act**.

13.05 There will be no entitlement to pay for the statutory holiday from the Company in cases where the employee is:

- (a) Being paid benefits under the Workers' Compensation Act for the week in which the Statutory Holiday is observed, or Absent from work due to disability during the week in which the Statutory Holiday occurs, or
- (b) Is on approved leave of absence without pay for the week in which the Statutory Holiday occurs, or
- (c) Is absent from work without authorization, on either the working day immediately before or after the Statutory Holiday.

13.06 In the case of an employee who is temporarily working in a classification calling for a higher rate than the employee's regular rate for a period of one (1) week or more, in which week the statutory holiday occurs then the employee's pay for the statutory holiday will be at the higher rate.

ARTICLE 14 - ANNUAL VACATIONS

- 14.01 (a) (i) For all employees, the vacation year for purposes of administering annual vacations shall be the calendar year (January 1st to December 31st).
- (ii) Vacations earned in the current calendar year shall be taken in the following calendar year.
- (iii) Employees with less than a full year of service shall receive one and one-quarter (1 ¼) days of vacation for each full month of service with pay based on three fifty-seconds (3/52) of the employee's total earnings in the previous year.
- (b) Three (3) weeks' vacation with pay based on three fifty-seconds (3/52nds) of an employee's total previous year's earnings shall be granted after one (1) year's service and after each subsequent year of service up to seven (7) years.
- (c) Four (4) weeks' vacation with pay based on one-thirteenth (1/13th) of an employee's total previous year's earnings shall be granted after seven (7) years' service and after each subsequent year of service up to fourteen (14) years.

- (d) Five (5) weeks' vacation with pay based on five fifty-seconds (5/52nds) of an employee's total previous year's earnings shall be granted after fourteen (14) years' service and after each subsequent year of service.
- (e) At each year end (December 31st), the applicable percentage shall be calculated on each employee's gross earnings and any amounts in excess of their regular rate of pay received previously by the employee as vacation pay shall be paid to each employee on the first full pay period in January of the following year.

14.02 Vacation periods are mandatory and will be allowed within Departments in a manner and at a time which will ensure operational efficiency. Employees shall have the right to take their vacation in one period of three (3) consecutive weeks or in two (2) separate periods of two (2) weeks' consecutive and one (1) separate, or in three (3) separate one-week periods. A maximum of one (1) week in one (1) day periods will be allowed as well. The same principle shall apply to employees who are entitled to four (4) or five (5) weeks' vacation.

14.03 In order to ensure operational efficiency, the Company reserves the right to limit the number of employees permitted to be on vacation from any Department at one time. Insofar as operational requirements will permit, vacations shall be awarded on the following basis:

- (a) Prime Time Vacation period shall be from May 1st to September 30th. Eligible employees shall be entitled to a minimum of two (2) weeks' vacation during this period.

Non-Prime Time Vacation period shall be from January 1st to April 30th and October 1st to December 31st. Employees may schedule an additional week or all of their vacation during non-Prime Time Vacation period. **All vacation time scheduled after March 15th shall be done on a come first basis and/or mutual consent.**

- (b) Route Sales Representatives Only

Once the process has been completed as referred to in Article 14.03(a), further selection by employees and allocation of vacation periods shall be awarded on the basis of seniority as defined in Article 15.01, where there are only vacant weeks in the vacation schedule, then employees can claim a maximum of three (3) weeks of vacation during the prime time. During the prime time vacation period, the Company will allow two (2) RSRs off per week excluding those weeks that have statutory holidays within the week. All vacation time scheduled after March 31st shall be done on a come first basis and/or by mutual consent.

- (c) Vacation request forms will be posted by January 1st for the following year. Employees shall designate their vacation preference by seniority subject to Article 14.03(a) above. The vacation schedule will follow the standard 12-month calendar year. Employees shall not unduly hold up the vacation schedule.

Employees who fail to request their preference by March 15th shall receive vacation within the vacation period but only during those periods not already allotted. Vacation time not scheduled by March 15th shall be scheduled by mutual consent. The Union shall receive copies of all vacation request forms.

- (d) The vacation schedule shall be prepared by the Company and the Union Shop Steward and posted no later than March 31st.

The Company and the Union Shop Steward shall adjudicate any conflicting vacation scheduling.

- 14.04 When a holiday occurs during an employee's vacation, an extra day's vacation shall be granted or pay in lieu thereof if the employee so agrees. Pay for such holiday shall be paid to the employee at the time he receives his annual vacation pay. The employee shall signify to the Company, in writing, one (1) week in advance, as to whether he wishes an extra day off or pay in lieu thereof. The extra day off may be taken at a time mutually agreed to by the employee and his supervisor prior to the employee's next annual vacation.
- 14.05 Employees shall receive their vacation pay on their regular paydays or, upon giving the Company not less than two (2) weeks' notice, employees may receive their vacation pay on their last paycheque before their scheduled vacation date.
- 14.06 If the employment of any employee is terminated any time after the commencement of his employment, the Company shall pay to him, in addition to all other amounts due to him, any unused earned vacation entitlements.
- 14.07 Vacation that has been scheduled during any periods of Workers' Compensation or Weekly Indemnity must be taken prior to returning to work or, if mutually agreed, may be rescheduled.
- 14.08 Request for non-scheduled holidays shall be made two (2) weeks prior where possible of the requested date(s). Confirmation shall be given a minimum of one (1) week prior to the non-scheduled requested date.**

ARTICLE 15 - SENIORITY

- 15.01 New employees shall be on probation for a continuous period of employment consisting of sixty-three (63) days' worked for Wash or Production employees and ninety (90) days'

worked for employees in Delivery, Office or Maintenance/Engineering during which time they may be dismissed without reference to seniority. The termination of a probationary employee shall be deemed to be for just cause and shall not be the subject of a grievance under this Agreement. After successful completion of the probation, seniority shall then be established from the date an employee first permanently entered the service of the Company. Seniority of part-time employees shall be based on actual straight time hours worked. It is agreed that seniority shall be based on continuous service with the Company.

- 15.02 The Company shall prepare a seniority list of all employees in January and June of each year showing seniority date and classification. The list shall be posted in places accessible to all employees and a copy shall be forwarded to the Local Union Office. Any errors in the seniority list shall be reported in writing to the Company within fifteen (15) days from the date of posting. Any errors in the seniority list shall be corrected and a new seniority list shall be posted.
- 15.03 If an employee is on an approved unpaid leave of absence in excess of thirty (30) days, he shall retain his accrued seniority but shall not accumulate additional seniority while on such leave.
- 15.04 Seniority shall be forfeited:
- (a) by dismissal for cause;
 - (b) by an employee failing to report for work on recall after layoff within five (5) working days;
 - (c) by voluntarily leaving the service of the Company;
 - (d) if an employee is laid off for more than twelve (12) months;
 - (e) if an employee is absent from work due to accident or sickness for a period exceeding **twenty-four (24)** months;
 - (f) by an employee being employed in an out-of-scope position for a period in excess of six (6) months.
- 15.05 Relief employees shall be defined as employees employed for one of the following reasons:
- (a) To fill short-term needs which are expected to be of less than six (6) months' duration; or
 - (b) To fill positions resulting from the absence of another employee due to sickness, vacation or accident or other approved leaves;

- (c) As not to be used to cause a reduction in full-time hours;
- (d) Subject to the foregoing, any relief employee who continues in a position beyond the period of illness, injury or parental leave for which he is relieving and it is confirmed that the incumbent employee will not be returning to work, a full-time permanent position shall be filled in accordance with Article 17.
- (e) Relief employees who have worked ninety (90) days or more in the last six (6) months shall be given preference over outside applicants for full-time vacancies in the Department in which they work and be given consideration for full-time vacancies outside the Department in which they work when their qualifications and ability are sufficient to perform the duties of the vacant position in an efficient manner. For the purposes of this clause, Departments shall be defined as Office, Route Sales Representatives, Wash Floor and Production.

15.06 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred or promoted to a position outside of the bargaining unit, he shall retain his accumulated seniority and a right to return to his former position for a maximum of six (6) months while on probation in the new position. **If the employee is outside of the bargaining unit longer than the above mentioned six (6) months and is subsequently rehired to the bargaining unit, his seniority shall commence effective the first day he is returned to the bargaining unit.**

ARTICLE 16 - LAYOFFS AND RECALLS

- 16.01 In the event of a layoff, senior employees shall be retained, provided that they have the required and sufficient qualifications and ability to perform the work to be done. Any employee laid off shall be returned to work in order of seniority, provided that they have the required and sufficient qualifications and ability to perform the work being resumed. A layoff shall be defined as a period of more than six (6) consecutive calendar days during which no work is available for the employee.
- 16.02 When the Company wishes to recall an employee who has been laid off, they shall notify such employee by Registered Letter addressed to the employee's last known address and shall notify the Union of this action. The employee shall have forty-eight (48) hours after being notified by the Company to advise the Company of his intention to return to work and must do so within seven (7) days of having informed the Company. The Company may telephone an employee but if the employee cannot be reached personally, the Registered Letter must be sent.
- 16.03 If it is necessary to send employees home because of a shortage of work during the workweek, the employees in the Department affected with the least seniority shall be sent home provided the remaining employees in the Department are qualified and able to perform the remaining work.

16.04 When layoffs of employees are to be made, the Company shall determine what jobs are to be left vacant or abolished and the number of employees to be laid off.

ARTICLE 17 - PROMOTIONS AND VACANCIES

17.01 Any full-time vacancies or any new full-time positions created during the life of this Agreement shall be posted on the Notice Board.

17.02 A period of five (5) working days shall be allowed employees in which to make written application for any such vacancies or new positions.

17.03 All such vacancies or new positions shall be filled on the basis of seniority when qualifications and ability are sufficient to perform the duties of the position in an efficient manner. When the position is to be filled, the Union shall be notified of the name of the successful applicant within ten (10) days of the appointment being made.

17.04 All employees filling a new position or vacancy shall be on probation in the new position for a period of sixty-three (63) days' worked. If such employee does not perform the duties satisfactorily during such time, he shall be reverted by the Company to his former position at his former rate of pay without loss of seniority. Employees will receive training for the position during the probationary period appropriate to the position.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Upon giving the Company at least seven (7) days' notice in writing, a maximum of two (2) employees, who cannot be from the same department, elected or selected as a delegate to attend business meetings in connection with the affairs of the Union shall be granted leave of absence without pay for a period not exceeding seven (7) days and without loss of seniority or any other rights enjoyed by such employee.

18.02 Insofar as operational efficiency will permit, not more than one (1) employee who is elected or selected to do Union work may, upon request and upon giving the Company not less than thirty (30) days' notice, be granted up to six (6) months' leave of absence in any one year without pay and, upon return to work without loss of seniority or any other rights enjoyed by such employee prior to such leave of absence.

18.03 Employees shall be granted parental and adoption leave in compliance with applicable provincial legislation.

18.04 The Company agrees to pay lost straight-time wages for Collective Bargaining negotiations for up to three (3) employees up to an aggregate total of sixty (60) hours' pay for any contract renewal.

18.05 (a) In the event of a death of an employee's parents, legal guardian, grandparents, children, grandchildren, sister, brother, spouse, step-parents, mother-in-law,

father-in-law, sister-in-law, brother-in-law, spouse's grandparents, step-son or step-daughter, the employee will be granted up to five (5) working days with pay to attend the funeral.

If the employee is not attending the funeral, he shall be granted a minimum of two (2) working days with pay. An additional three (3) working days with pay may be granted at the Department Manager's discretion.

- (b) Employees shall be allowed to utilize sick days in order to care for a sick spouse and/or child.
- (c) In the event that an employee is on vacation and there is a death in his immediate family, access shall be given to the appropriate bereavement leave and affected vacation shall be rescheduled with pay at a mutually agreed date.

18.06 An employee may request a leave of absence through a written application stating the requested date for commencement of the leave and the date of return to work. The Company may grant the requested leave of absence without pay and will advise the employee of the decision in writing. Seniority shall not accumulate during the period of such leave of absence.

18.07 Subject to any other provision of this Agreement, an employee will receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Company for all pay and benefits during the period of absence.

ARTICLE 19 - SAFETY AND HEALTH

19.01 The Company shall make provisions for the safe and healthy working conditions of the employees during working hours in full compliance with the provincial Occupational Health and Safety Regulations or as amended.

19.02 A first aid box as defined by St. John's shall be maintained on each floor and in each truck, plus a couch or cot in the plant where injured or ill employees may be cared for. One person employed by the Company shall be appointed to look after same.

19.03 An employee to a maximum of two (2) people required to take a course in first aid may do so and, upon successful completion of such course, the tuition fee shall be paid for by the Company provided so arranged with the Company beforehand. The course is to be taken on the Company's time and the employee shall not suffer a reduction in pay.

19.04 There shall be a Safety Committee composed of equal representation on behalf of the Company and the employees and regular meetings of the said Committee shall be scheduled. Special meetings may be called to deal with legitimate pressing safety concerns. **The employees on the Safety Committee shall be elected and be reflective**

of the numbers in their respective departments.

19.05 The Company will maintain adequate and clean lunch rooms and toilet facilities for the benefit of all employees.

19.06 All trucks shall be properly serviced and equipped to meet legal requirements of health and safety. Every reasonable attention will be given to any truck reported in need of service or repairs by the driver thereof.

The Company shall be responsible for the testing of trucks as required by applicable Civic, Provincial or Federal Governments.

19.07 In order to acquaint employees with proper exiting of the Plant during a fire, the Company will actively practice no less than two (2) fire drills per calendar year.

19.08 In cases where a maintenance employee is required to work alone, **the Company shall supply a working mobile communication device when necessary.**

ARTICLE 20 - EMPLOYEE BENEFITS

20.01 The Company will provide Group Insurance Benefits to full-time employees who have completed the probationary period (see Article 15.01) with the Company as follows:

(a) **Life and Accidental Insurance**

Life Insurance and A.D. & D. in the amount of \$50,000.00. The Company will pay 100% of the premiums. **Coverage provided by Assumption Life.**

(b) **Extended Health Care Program**

Extended Health Benefits provided through Group Medical Services - Blue Cross as outlined in the attached brochure. The Company will pay 100% of the standard non-rated premiums. Where more than one spouse is employed, only one premium will be paid.

Provide for Employee Swipe Cards.

Prescription Drugs - \$600.00/annum;

Increase coverage to \$400.00 per year per specialist (Chiropracist, Chiropractor,

Osteopath Podiatrist, Naturopath, Orthotics and orthopedic Footwear) and Psychologist, Massage Therapy by physician referral.

Vision Care - Increase to \$350.00/2 years

Vision Care for children - \$350.00/year

Safety Glasses – If required by the Company for the job and agreed to by the Company, the Company shall pay for the cost of a basic pair of safety prescription glasses.

Add Hearing Aids

(c) **Long Term Disability Insurance**

Long Term Disability Insurance with a one hundred and nineteen (119) day waiting period and benefits at 60% of earnings to a maximum benefit of \$2,000.00. The Employee will pay 100% of the premiums. The Employer will pay 100% of all other Health Care Premiums in Article 20.01(a)(b)(d). **Coverage provided by Assumption Life.**

(d) **Weekly Indemnity Benefit**

A. Weekly Benefit

- 1) ***Benefit Amounts***
66 2/3% of weekly income
Benefit amounts are rounded to the next highest dollar
- 2) ***Taxability of Benefits***
Benefits are non-taxable
- 3) ***Payment Basis***
Benefits are payable on a workday basis

B. Elimination Period

- 1) ***Accident***
4 days on a workday basis
- 2) ***Illness***
4 days on a workday basis
- 3) ***Hospitalization***
Nil

C. Maximum Benefit Period

17 weeks
If the participant attains the age of 65 during the course of such a period, the maximum benefit period for such disability may not exceed 26 weeks.

D. Termination of Benefit

At the earlier of the participant's retirement or attainment of age 65.

20.02 Notwithstanding any provisions of this Agreement, the terms of any group insurance policy and plan shall govern in all respects relative to eligibility for participation and benefit coverage.

20.03 **Sick Leave**

- (a) Upon completion of the probationary period, each full-time employee shall accrue eight (8) hours per month of sick leave credits to a maximum of seventy-two (72) hours per calendar year.
- (b) Employees shall be compensated in cash for fifty percent (50%) of any unused sick leave credits in excess of three (3) days on the first full pay period in January of each year. Employees shall be compensated in cash for one hundred (100%) percent of any unused sick leave credits in excess of three (3) days if no time loss has occurred in that calendar year. Payments shall be calculated only on sick leave credits of said calendar year. However, at their option, employees may carry over into the following year up to ten (10) days of accumulated sick leave credits.
- (c) It is understood that employees accumulate sick leave credits as set out above for periods of paid vacations, statutory holidays, paid compassionate leave and any other periods for which pay is received by the employee from the Company in accordance with the Collective Agreement.
- (d) In order to be eligible for sick pay, employees must contact their supervisor and/or Company answering machine (voice mail) as soon as possible. Employees must call in not less than thirty (30) minutes prior to commencement of their scheduled shift. Any abuse of this section will render the employee ineligible for sick pay.
- (e) If it is mutually agreed that an employee appears to have developed an unacceptable pattern of sick leave, the Company may require a medical certificate for any additional absences. The Company agrees to reimburse the employee for the cost of a medical certificate only as may be requested by the Company.

20.04 **Dental Plan**

- (a) **Effective October 1, 2016**, the Company agrees to contribute premium contributions to the Retail, Wholesale and Department Store Union Dental Plan at a rate of **thirty-six (\$.36) cents. Effective January 1, 2019, thirty-seven (\$.37) cents. Effective January 1, 2020, thirty-eight (\$.38) cents. Effective January 1, 2022, thirty-nine (\$.39) cents.** The contributions will commence upon the implementation of the Plan by the Union.

- (b) It is understood that contributions shall be made for all compensable weeks (or fraction thereof) paid for by the Company for each full-time employee in the bargaining unit who has completed their probationary period with the Company (see Article 15.01). Each week paid for shall include periods of paid vacations, statutory holidays, paid compassionate leave and any other periods for which pay is received by the employee from the Company in accordance with the Collective Agreement and shall be counted as time for which contributions are payable.
- (c) 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 obligation to continue contributions to the Dental Plan shall cease. It is further understood that should a Government Plan duplicate these benefits then these benefits shall be deleted from the Dental Plan and the Company's contribution in respect to the cost of these benefits shall cease.
- (d) The Company agrees to submit payment to the Retail, Wholesale and Department Store Union Dental Care Fund at the time that Union dues are submitted to the Union together with a list of names for whom the contributions have been made and any changes in dependent status, additions of new employees or deletions of employees, terminated or laid off, on forms to be supplied by the Union.

20.05 Teamsters/RWDSU General Workers Pension Plan

Section 1. For the duration of the current Collective Agreement between the Union and the Company and any renewals or extensions thereof, the Company agrees to continue payments to the Pension Trust Fund as herein set forth to provide pension benefits for employees of the Company. Such contributions shall be as follows:

- (a) Effective October 1, 2014, for each employee working in job classifications covered by the Collective Agreement, Company contributions shall be 6.0% of his gross earnings.

Section 2. Each employee shall contribute contributions as follows:

Effective October 1, 2014, employee contributions shall be 6.0% of gross earnings.

Section 3. Such contributions shall be paid into the Teamsters/RWDSU General Workers Pension Plan Trust Fund (hereinafter called the "Trust Fund"). The terms of the Pension Plan established for the employees shall be determined by the Trustees of that Trust Fund and the administration of the Plan shall be carried out by the Trustees of that Trust Fund in accordance with the Trust Agreement governing the Fund.

It is understood that contributions shall be payable for eligible employees in respect to the earnings of employees whether said employees are permanent, temporary or seasonal or full-time or part-time employees and regardless of whether or not they are members of the Union. It is further understood that each day or hour paid for, including days or hours of paid vacation, paid holidays or other days or hours for which pay is received by the employee in accordance with the Collective Agreement shall be counted as days or hours for which contributions are payable.

Section 4. While an employee who is a member of the Pension Plan is in receipt of benefits under the Long-Term Disability Plan, the Company shall contribute an amount equal to the employee and employer contributions of such member's earnings at the time of disability **for a maximum of twenty-four (24) months.**

Section 5. (a) Contributions along with a list of employees for whom they have been made and the amount of contribution by or in respect to each employee and his covered earnings shall be forwarded by the Company to the Custodian of the assets of the Plan.

(b) Such payments shall be made to the Custodian appointed under the Trust Fund for each pay period not later than 21 days after the end of each pay period. The Company shall, within the said period of 21 days, mail a list of the members of the Plan and Trust covered by each such remittance to the Administrator of the Trust Fund showing for each member his gross earnings and voluntary contribution, if any, for the period covered by the remittance. The Company further agrees to submit a completed change in status form with respect to each member whose status under the Plan changes on or about the date of such change in status and also agrees to submit to the said Administrator within sixty (60) days following the end of such plan year a listing of all persons who were members of the Plan during such plan year showing, for each member, his gross earnings received during the plan year.

Section 6. The Company agrees to be bound by all the terms, conditions and provisions of the Teamsters/RWDSU General Workers Pension Plan and Trust Fund and for such purpose to execute such documents as may be required to constitute the Company a party of the Second Part (Employer) to the Agreement and Declaration of Trust under which the said Pension Trust is established.

20.06 Employees other than full-time employees shall qualify for group benefits as may be provided by the Labour Standards Act or other applicable legislation.

ARTICLE 21 - NOTICE BOARDS

21.01 A suitable notice board shall be provided by the Company for the use of the Union to be located in the coffee room easily accessible and conspicuous to employees.

ARTICLE 22 - LAYOFF AND TERMINATION OF EMPLOYMENT

22.01 Except for just cause other than shortage of work, the Company shall not discharge or lay off any employee who has been in its service for at least three (3) months without giving that employee at least:

- (a) one (1) week's written notice or pay in lieu of notice if his period of employment is less than one (1) year;
- (b) two (2) weeks' written notice or pay in lieu of notice if his period of employment is one (1) year or more but less than three (3) years;
- (c) four (4) weeks' written notice or pay in lieu of notice if his period of employment is three (3) years or more but less than five (5) years;
- (d) six (6) weeks' written notice or pay in lieu of notice if his period of employment is five (5) years or more but less than ten (10) years;
- (e) eight (8) weeks' written notice or pay in lieu of notice if his period of employment is ten (10) years or more.

ARTICLE 23 - MISCELLANEOUS

23.01 The Company will inform the Union of any full-time vacancies which have not been filled as a result of Article 17.

23.02 Employees shall be required to wear uniforms which shall be supplied and maintained by the Company at no cost to the employees. Such uniforms shall remain the property of the

Company and shall be returned upon termination of employment or the Company shall be reimbursed for its landed cost of replacement.

- 23.03 (a) The Company shall pay the total cost of all Route Sales Representatives' uniforms including heavy winter jackets.
- (b) All Route Sales Representatives' uniforms shall remain the property of the Company and shall be returned by the Route Sales Representatives to the Company upon termination of employment. It is understood that the Route Sales Representatives shall be allowed to wear the uniform to and from work if so desired.

- (c) All heavy winter jackets purchased by the Company shall be cleaned and maintained by the Company and will remain the property of the Company at all times.
- 23.04 (a) Route Sales Representatives shall be supplied with a renewal of the basic Premium for the class of License required by the Province of Saskatchewan to legally operate the vehicle they are required to operate. RSRs choosing to purchase a five (5) year license shall be reimbursed the appropriate amount yearly to a maximum equal to the original disbursement. This will also include Maintenance 4th Class Engineer Certification License.
- (b) All employees who are required to operate vehicles shall be required to possess and maintain a valid Saskatchewan Operator's License with valid endorsements as may be required by Company policy or applicable legislation.
 - (c) Employees shall be responsible for immediately advising the Company of any restrictions placed on their Operator's License. Failure to do so will be deemed just cause for termination.
 - (d) All employees who are required to operate vehicles shall be required to authorize the Company to obtain their Drivers Abstract before selection for the position and on an annual basis thereafter. The Company reserves the right to relieve employees with an unsatisfactory record from their employment.
 - (e) Should the Company incur additional insurance costs due to the driving record of any employee who is required to operate a Company vehicle, such additional costs shall be recovered from the employee by payroll deduction.
 - (f) Any employee receiving a traffic violation is responsible to inform the Company immediately of such and is responsible for any financial obligation this may bring.
- 23.05 The Business Representative of the Union shall be admitted to the lunch room to conduct the legitimate affairs of the Union, with the prior permission of management, provided there is not a disruption of the employees or their working schedules.
- 23.06 The Company will not contract out or lease any of its operations that might lead to the layoff of its then present staff.
- 23.07 No Union employee shall be required to cross a legal picket line.
- 23.08 Route Sales Representatives shall be reimbursed by the Company for out-of-town overnight trips. The rate of reimbursement shall be:
- (a) The cost of sleeping accommodation at a hotel or motel arranged by the Company.

- (b) A **sixty (\$60.00) dollar** per diem per overnight route shall be paid to RSR's to cover costs of meals (**Date of Ratification**). This per diem does not require receipts or a Company expense report.
- (c) The cost of one (1) personal telephone call home (not to exceed five (5) minutes in duration).

23.09 The Company shall subsidize the cost of CSA approved safety boots for Maintenance and Wash Floor employees once annually on proof of purchase to a maximum payment of **two hundred (\$200.00)** dollars including taxes.

RSR's shall be subsidized to a maximum of **two hundred and twenty-five (\$225.00)** dollars including taxes once annually but may purchase two (2) pairs of boots to achieve this amount. Such employees shall be required to wear CSA approved boots at all times while on duty. Should a customer require specialty footwear exceeding these costs, the Company agrees to pay the full amount to the RSR who is assigned to said route.

23.10 **The Company shall provide RSR's a hand-held device that allows communication with head office in the course of their daily duties during their shift.**

ARTICLE 24 - DISCHARGE AND SUSPENSION

24.01 An employee other than a probationary employee as provided in Article 15.01, considered by himself to be wrongfully discharged or suspended, shall be entitled to a Hearing under Article 8, Grievance Procedure.

24.02 The Company shall have the right to discharge, without notice, an employee upon any of the following grounds:

- (a) Theft;
- (b) Untrustworthiness;
- (c) Sabotage, gross negligence or willful destruction of Company property;
- (d) Consuming alcohol or non-prescription (illegal) drugs while on duty;
- (e) Intentional falsification of any Company records or documents including employment application;
- (f) Reporting for work where his ability to perform his job satisfactorily is affected as a result of the use of alcohol or non-prescription (illegal) drugs;
- (g) Unauthorized disclosure of confidential information regarding the affairs of the Company or any of its clients or customers;

- (h) Misappropriation of funds, embezzlement or any other fraudulent act;
- (i) Insubordination;
- (j) Accepting gifts or benefits, the offer of which arises out of or accrues to the employee by reason of his employment by the Company.

24.03 It is further understood that the provisions of this Article are not restrictive of the Company's rights to discharge an employee for other reasons which constitute just cause.

24.04 Records of written reprimand shall not be used against an employee after a lapse of one (1) year in which the employee has had a clear disciplinary record.

Records of disciplinary suspension shall not be used against an employee after a lapse of one (1) year in which the employee has had a clear disciplinary record.

ARTICLE 25 - JURY DUTY PAY

25.01 An employee summoned to jury duty or subpoenaed as a Crown witness shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days.

ARTICLE 26 - SEVERANCE PAY

26.01 Advance Notice

Should the Company decide to install new advanced mechanical equipment, change methods or close down any of its operations that would result in the termination or layoff of a significant number of employees as defined in the **Saskatchewan Employment Act**, it will give the Union and its Committee three (3) months' advance notice. It is understood the parties shall then discuss the question of retraining or application of severance pay.

26.02 Severance Pay

When employment is terminated by the Company for reasons other than set forth under 26.03 below, the Company, in addition to accrued vacation pay, shall pay:

- (a) No termination pay will be paid for service up to one (1) year;
- (b) One-half (½) week's current earnings will be paid for each of the next four (4) years or fraction thereof;
- (c) One (1) week's current earnings for each year or fraction of a year in excess of five (5) years and up to the actual date of termination.

26.03 The above shall not apply when an employee resigns or is discharged for cause.

ARTICLE 27 - NO DISCRIMINATION AND SEXUAL HARASSMENT

27.01 No employee shall be discriminated against in any manner by either party to this Agreement because of Union activities or because of race, colour, creed, sex, age or political beliefs.

27.02 The Union and the Company recognize the right of employees to work in an environment free from harassment and sexual harassment and the Company undertakes to discipline any person employed by the Company engaging in the harassment or sexual harassment of another employee.

27.03 The Harassment Letter of Understanding #4 between AlSCO Canada Corporation and Retail, Wholesale and Department Store Union, Local 558 as contained in this Agreement may be used as a guideline to define sexual harassment and shall form part of this Agreement.

27.04 Grievances under this Article will be handled with all possible confidentiality and dispatch. Under this Article, any step of the Grievance Procedure may be waived.

ARTICLE 28 - DURATION OF AGREEMENT

28.01 This Agreement shall be effective from **December 5, 2018** and shall remain in effect until **September 30, 2022** and thereafter from year to year, unless either party, not less than sixty (60) days or more than one hundred and twenty (120) days before the expiry date of this Agreement, gives notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

SIGNED at Saskatoon, Saskatchewan this _____ day of _____, 2019.

Signed on behalf of the Company:

Signed on behalf of the Union:

Darrell Sukkau

Chrystal Ross

Marc Delainey

Shawn Snyder

Glenn Grant

Yves Van Der Auwera

Rocky Luchsinger, Representative

APPENDIX "A"
JOB CLASSIFICATION AND WAGE APPENDIX

CLASSIFICATION	Current Rate	Oct 1/18	Oct. 1/19	Oct 1/20	Oct 1/21		
% Increase	Start	1.75%	2.00%	2.00%	2.25%		
	6 Month						
I Production Worker 1	12 Month	1.0175	1.02	1.02	1.0225		
Flat Dept, Tunnel, Press							
Inspector, Bundler							
Start	\$14.91	\$14.28	\$14.56	\$14.85	\$15.19		
After 63 Days	\$16.32	\$15.17	\$15.47	\$15.78	\$16.14		
After 9 months	\$17.54	\$16.51	\$16.84	\$17.18	\$17.56		
After 18 months		\$17.85	\$18.20	\$18.57	\$18.99		
II Production Worker 2							
Stockroom asst.							
Seamstress, Assembler							
Start	\$15.21	\$14.56	\$14.85	\$15.15	\$15.49		
After 63 Days	\$16.63	\$15.47	\$15.78	\$16.10	\$16.46		
After 9 months	\$17.89	\$16.84	\$17.17	\$17.52	\$17.91		
After 18 months		\$18.20	\$18.57	\$18.94	\$19.36		
III Dryer Operator/Washer Helper							
Mat Person/Check In							
Start	\$15.34	\$14.68	\$14.97	\$15.27	\$15.61		
After 63 Days	\$16.78	\$15.59	\$15.91	\$16.22	\$16.59		
After 9 months	\$18.03	\$16.97	\$17.31	\$17.66	\$18.05		
After 18 months		\$18.35	\$18.75	\$19.09	\$19.52		
IV Head Washer							
Utility Laundry Worker							
Start	\$16.34	\$15.56	\$15.87	\$16.18	\$16.55		
After 63 Days	\$17.82	\$16.53	\$16.86	\$17.20	\$17.58		
After 9 months	\$19.11	\$17.99	\$18.35	\$18.71	\$19.13		
After 18 months		\$19.44	\$19.83	\$20.23	\$20.69		
V Maintenance Person							
Start	\$16.34	\$15.56	\$15.87	\$16.18	\$16.55		
After 90 Days	\$17.82	\$16.53	\$16.86	\$17.20	\$17.58		
After 9 months	\$19.11	\$17.99	\$18.35	\$18.71	\$19.13		
After 18 months		\$19.44	\$19.83	\$20.23	\$20.69		
VI Office Clerk							
Start	\$15.95	\$15.12	\$15.42	\$15.73	\$16.08		
After 90 Days	\$17.35	\$16.06	\$16.38	\$16.71	\$17.09		
After 9 months	\$18.57	\$17.48	\$17.83	\$18.18	\$18.59		
After 18 months		\$18.89	\$19.27	\$19.66	\$20.10		
VII Lead Hand							
Start	\$19.43	\$19.90	\$20.26	\$20.64	\$21.07		
pay level 3 + \$1.55							
VIII Shuttle Driver							
Start	\$17.39	\$16.45	\$16.78	\$17.12	\$17.50		

After 90 Days	\$18.89	\$17.48	\$17.83	\$18.19	\$18.59		
After 9 months	\$20.21	\$19.02	\$19.40	\$19.79	\$20.24		
After 18 months		\$20.56	\$20.97	\$21.39	\$21.88		
IX Route Sales Representative							
Start	\$825.28	\$782.51	\$798.16	\$814.12	\$832.44		
After 90 Days	\$898.19	\$831.41	\$848.04	\$865.00	\$884.46		
After 9 months	\$961.31	\$904.77	\$922.87	\$941.33	\$962.51		
After 18 months		\$978.13	\$997.70	\$1,017.65	\$1,040.55		
X Commissioned	\$479.00	\$498.85	\$508.82	\$519.00	\$530.68		
Earnings							
51% of wkly guarantee							
Plus 4.0% of Net Volume Yr1, 4.1% of Net Volume Yr2, Yr3 and 4.2% of Net Volume Yr4							
(Linen Volume, Loss and Abuse, COG, Direct Sale, Facility Service and Service Charge) on their route plus							
sales commissions of 4:1 for linen, 8:1 for Garments, Dust Control and All Fresh products							
Payment on renewal of Service Agreements based on volume and Year End Bonus based on 95% of							
customers signed							
However, route Persons will receive the minimum weekly earnings set out above if the calculated earnings							
provide less.							
XI Utility RSR							to be paid same
Start	\$884.71	\$833.27	\$849.93	\$866.93	\$886.44		rate of pay as
After 90 Days	\$958.81	\$885.35	903.05	921.11	941.84		the route being
After 9 months	\$1,023.67	\$963.47	\$982.73	\$1,002.39	\$1,024.94		relieved when
After 18 months		\$1,041.58	\$1,062.42	\$1,083.66	\$1,108.05		relieved
XII 4th Class Engineer							
Start	\$22.14	\$21.00	\$21.42	\$21.85	\$22.34		
After 90 Days	\$24.07	\$22.31	\$22.76	\$23.22	\$23.74		
After 9 months	\$25.80	\$24.28	\$24.77	\$25.26	\$25.83		
After 18 months		\$26.25	\$26.78	\$27.31	\$27.93		
XIII Stockroom/Order Desk	\$19.42	\$19.76	\$20.16	\$20.56	\$21.02		
Any Employee hired after Date of Ratification shall be covered by the attached eighteen (18) month wage progression							

Note #1: **WORK IN OTHER CLASSIFICATIONS**

It is understood between the parties that the job classifications listed above shall be used for the purposes of identifying job positions and applicable rates of pay. The Company will have the right to transfer employees to other job classifications where they may be needed as required for operational efficiency, subject to the provisions of Article 12.01 of this Agreement.

Note #2: **FIRST AID PREMIUM**

A maximum of two (2) employees, designated by the Occupational Health and Safety Committee, who hold the required First Aid certification, shall be paid a premium of thirty cents (\$0.30) per hour over their applicable rate of pay.

Note #3: **SHIFT DIFFERENTIAL**

A shift differential of fifty cents (\$0.50) shall be paid for all regular hours worked between 8:00 p.m. and 6:00 a.m.

LETTER OF UNDERSTANDING #1

BETWEEN:

ALSCO CANADA CORPORATION

AND:

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,
LOCAL 558**

Re: Teamsters/RWDSU General Workers Pension Plan

This letter sets forth the Agreement reached with regard to the pension arrangements for the Employees represented by the Union (“Employees”) of the Company, during the term of the Agreement between the parties.

(a) MEMBERSHIP

- (i) All existing Employees, including Employees in receipt of Long Term Disability benefits or Workers’ Compensation benefits, shall automatically become covered under the Teamsters/RWDSU General Workers Pension Plan and Trust Fund (the “Trust Fund”) as of April 1, 1998.
- (ii) All future Employees shall automatically become covered under the Trust Fund on the first day of the month following the date on which the employee has completed one (1) year of employment.

(b) STRUCTURE OF TRUST

The Company shall become an Employer in the Trust Fund and the Union shall become a participating Union in the Trust Fund. It is understood that the provisions of the Trust Agreement are as follows:

- (i) The Trust Agreement is entered into by the participating unions (“the Union”) and the Trustees.
- (ii) The Board of Trustees consists of at least three (3) Trustees who are appointed by the Unions.
- (iii) The Trustees have complete authority and are responsible for the operation of the Trust Fund and the selection of all persons, firms or organizations who shall serve the Trustees.

- (iv) The Trust Fund does not require any participating Company or the Union to guarantee the benefits or assure the solvency of the Fund and it is understood and agreed that the Company has no obligation to finance the benefits promised under the Trust Fund beyond making contributions pursuant to its Collective Agreement with the Union. It is the responsibility of the Trustees to ensure that the Trust Fund satisfies the minimum funding and solvency requirements of the Pension Benefits Act of Saskatchewan. The Trust Fund provides for the reduction of benefits for the purpose of meeting the prescribed tests for solvency of the Trust Fund subject to the approval of the reduction by the Superintendent of Pensions.
- (v) The Trust Fund will be operated so that it is registered under the Income Tax Act and any applicable Pension Benefits Act.
- (vi) Inter-Plan Transfer Agreements may be effected with the Company and any other Board of Trustees or plan sponsor to and from which Employees represented by the Union may transfer. The provisions of any such agreement between the pension plan of the Company and the Trust Fund shall be mutually acceptable to the Company, the Union and the Board of Trustees.
- (vii) All Employees represented by the Union shall be informed of the provisions of the Trust Fund by the Union in accordance with the Province of Saskatchewan Pension Benefits Act.

(c) **CONTRIBUTIONS**

- (i) Commencing with and for the duration of the current Collective Agreement between the Union and the Company and any renewals or extension thereof, it is agreed that the following contribution shall be made to the Trust Fund.
 - (a) by each participating Employee, effective October 1, 2014, 6.0% of gross earnings.
 - (b) by the Company in respect of each active participating Employee, effective October 1, 2014, 6.0% of gross earnings.
- (ii) For purposes of (a) and (b) above, earnings shall be gross earnings received by an Employee from the Company and from a benefit plan provided by the government or any insurance program. Contributions from the participating Employee shall be made by payroll deduction.
- (ii) Contributions along with a list of the Employees for whom they have been made (showing Employee and Company amount separately) shall be provided by the Company to the Trust Company, Plan Administrator or other financial institution designated by the Trustees to receive these and shall do so not later than twenty-one (21) days after the end of the Company's normal 4-week, 5-week or monthly accounting periods. This listing shall be prepared in a form compatible with the

Company's system and shall also show the amount of voluntary contributions, if any.

- (iv) As the provisions of the Trust Fund allow for Employees to make voluntary contributions, the Company shall co-operate by taking payroll deductions and, subject to such time limits as may be set by the Company, in changing the amount deducted from time to time.
- (v) In the event the Company fails to forward the prescribed contributions within the above-stated time limitation, the Company shall be liable to pay interest on such contributions equal to 1.0% multiplied by the number of completed plus partial months from the date such contributions were due to the date they were paid.

(d) **ADMINISTRATION**

The Trust Fund shall be administered by such organization, persons or entity as the Trustees shall decide. The Company agrees that it shall provide such details and information about employees covered under the Trust Fund as are needed to create Fund records and administer the Trust Fund and shall assist the Trustees as requested to ensure the proper and efficient operation of the Trust Fund.

(e) **COMPANY LIABILITY**

It is agreed that the Company shall not have any liability beyond funding the amount set forth in paragraph (c).

SIGNED at Saskatoon, Saskatchewan this _____ day of _____, 2019.

Signed on behalf of the Company:

Signed on behalf of the Union:

Darrell Sukkau

Chrystal Ross

Marc Delainey

Shawn Snyder

Glenn Grant

Yves Van Der Auwera

Rocky Luchsinger, Representative

LETTER OF UNDERSTANDING #2

BETWEEN:

ALSCO CANADA CORPORATION

AND:

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,
LOCAL 558**

Re: Route Sales Representatives

1. Route Sales Representatives, both hourly and commissioned, will be consulted prior to additional stops being added or removed from their route. **The RSR may request a steward to be present at such meeting.**
2. Quarterly meetings will be held between Management and Route Sales Representatives to discuss matters of mutual interest regarding route management.

SIGNED at Saskatoon, Saskatchewan this ____ day of _____, 2019.

Signed on behalf of the Company:

Signed on behalf of the Union:

Darrell Sukkau

Chrystal Ross

Marc Delainey

Shawn Snyder

Glenn Grant

Yves Van Der Auwera

Rocky Luchsinger, Representative

LETTER OF UNDERSTANDING #3

BETWEEN:

ALSCO CANADA CORPORATION

AND:

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,
LOCAL 558**

Re: Modified Workweek - 4 X 10 Hour Days Scheduled Between Monday and Friday Weekly (Route Sales Representatives and Utility Route Sales Representatives)

The following terms shall apply to employees working as a Route Sales Representative or a **Utility Route Sales Representative** who are working on a modified work schedule of hours.

1. The parties agree that when a modified work schedule is to be established by the Company following agreement from the Union then Section 2.19 of the Saskatchewan Employment Act shall apply and Article 10.01(b) of the Collective Agreement.
2. The parties agree that certain provisions of the Collective Agreement must be amended to accommodate employees working on a modified work schedule as provided below.
3. The modified work schedule shall apply to all applicable employees in the Route Sales Representatives and **Utility Route Sales Representative** Classifications as listed in Appendix "A" as assigned by the Company.
4. Days Off

The Company will schedule, wherever possible, three (3) consecutive days off, those being Friday, Saturday and Sunday or Saturday, Sunday and Monday. Where three (3) consecutive days are not possible, the Company will schedule two (2) consecutive days off being Saturday and Sunday and one (1) other day off between Monday and Friday of each week.

5. Article 14 - Vacations

Employees working on a modified work schedule shall have their vacation entitlement commuted to hours instead of days:

- i.e.: 3 weeks x 40 hours = 120 hours of vacation time.
- 4 weeks x 40 hours = 160 hours of vacation time.
- 5 weeks x 40 hours = 200 hours of vacation time.

Employees booking vacation time shall reduce the vacation allotment by the number of hours taken.

6. Article 7 - Statutory Holidays

Employees working the modified work schedule shall have their Statutory Holiday entitlements commuted to hours instead of days. One (1) day of Statutory Holiday equals ten (10) hours. The reduction in the hours of work to be in accordance with Article 13.03. Employees shall not normally be required to work on a Statutory Holiday, however, employees may be scheduled to work forty (40) hours in a week in which a Statutory Holiday falls. Hours in excess of forty (40) hours in a week in which a Statutory Holiday falls shall be paid out at overtime rates on the Route Sales Representative's current rate of pay.

7. Article 20.03 (Sick Leave)

Employees working a modified work schedule shall accrue sick leave entitlements on the basis of one (1) day of entitlement equals eight (8) hours. The total entitlement for a year shall be seventy-two (72) hours. Sick leave entitlement shall be reduced by ten (10) hours for each ten (10) hour day of sick leave.

8. Discipline

A week is based on forty (40) hours and a day is based on eight (8) hours. If an employee is suspended for a day and his shift is more than eight (8) hours, the employee will be given the option of working the hours in excess of eight (8) hours on the day(s) of the suspension. This must be done during the workweek the suspension occurred in.

9. The foregoing shall only apply to those employees working a modified work schedule. For all other employees, the Collective Agreement provision shall apply.

10. This letter to take effect September 1, 2001.

SIGNED at Saskatoon, Saskatchewan this _____ day of _____, 2019.

Signed on behalf of the Company:

Signed on behalf of the Union:

Darrell Sukkau

Chrystal Ross

Marc Delainey

Shawn Snyder

Glenn Grant

Yves Van Der Auwera

Rocky Luchsinger, Representative

LETTER OF UNDERSTANDING #4

BETWEEN:

ALSCO CANADA CORPORATION

AND:

**RETAIL, WHOLESALE AND DEPARTMENT STORE
UNION, LOCAL 558**

Re: Harassment Policy

(See pages 37-43)

SIGNED at Saskatoon, Saskatchewan this _____ day of _____, 2019.

Signed on behalf of the Company:

Signed on behalf of the Union:

Darrell Sukkau

Chrystal Ross

Marc Delainey

Shawn Snyder

Glenn Grant

Yves Van Der Auwera

Rocky Luchsinger, Representative



Harassment Policy

Statement of Commitment

Every worker is entitled to employment free of harassment. AlSCO is committed to ensuring a productive work environment where the dignity and worth of every person is respected. Workplace harassment will not be tolerated and AlSCO will take all reasonable steps to prevent harassment and stop it if it occurs.

Definition of Harassment

This harassment policy covers the following:

Harassment Based on Prohibited Grounds

This includes any inappropriate conduct, comment, display, action or gesture by a person that:

- is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; and,
- constitutes a threat to the health or safety of the worker.

This type of harassment is prohibited in the OHS Act and *The Saskatchewan Human Rights Code*. It also extends to sexual harassment, which is conduct, comment, gesture or contact of a sexual nature that is offensive, unsolicited or unwelcome.

Sexual harassment may include:

- A direct or implied threat of reprisal for refusing to comply with a sexually orientated request
- Unwelcome remarks, jokes, innuendoes, propositions or taunting about a person's body, attire, sex or sexual orientation
- Displaying pornographic or sexually explicit pictures or materials
- Unwelcome physical contact
- Unwelcome invitations or requests, direct or indirect, to engage in behaviour of a sexual nature
- Refusing to work with or have contact with workers because of their sex, gender or sexual orientation

Personal Harassment

This includes any inappropriate conduct, comment, display, action or gesture by a person that:

- adversely affects a worker's psychological or physical well-being; and,
- the perpetrator knows or ought to reasonably know would cause the worker to be humiliated or intimidated.

Personal harassment must involve repeated conduct or a single, serious incident that causes a lasting harmful effect on the worker. All incidents of inappropriate conduct should be appropriately addressed to ensure that the workplace remains respectful and free of harassment.

Personal harassment may include:

- Verbal or written abuse or threats
- Insulting, derogatory or degrading comments, jokes or gestures
- Personal ridicule or malicious gossip
- Unjustifiable interference with another's work or work sabotage
- Refusing to work or co-operate with others
- Interference with or vandalizing personal property

What is Not Harassment

This harassment policy does not extend or apply to day-to-day management or supervisory decisions involving work assignments, job assessment and evaluation, workplace inspections, implementation of appropriate dress codes and disciplinary action. These actions are not harassment, even if they sometimes involve unpleasant consequences.

Note that managerial actions must be carried out in a manner that is reasonable and not abusive.

The policy also does not extend to harassment that arises out of matters or circumstances unrelated to the worker's employment. For example, harassment that occurs during a social gathering of co-workers that is not sponsored by the employer is not covered. However, harassment that occurs while attending a conference or training session at the request of the employer is covered within this policy.

Other situations that do not constitute harassment include:

- Physical contact necessary for the performance of the work using accepted industry standards
- Conduct which all parties agree is inoffensive or welcome
- Conflict or disagreements in the workplace, where the conflict or disagreement is not based on one of the prohibited grounds

Harassment can exist even where there is no intention to harass or offend another. Every person must take care to ensure his or her conduct is not offensive to another.

Employer's Commitment

Also will take all complaints of harassment seriously. We are committed to implementing this policy and to ensuring it is effective in preventing and stopping harassment, as well as creating a productive and respectful workplace.

This commitment includes the following:

Informing All Persons in the Workplace of their Rights and Obligations

- A copy of the harassment policy will be provided to all workers
- A copy of the harassment policy will be posted on the company bulletin board
- The company's policy statement on harassment will be posted in each work area in a location that is visible to all staff and the public

Training All Persons in Implementing the Harassment Policy

- An information meeting will be held with all staff to explain and answer questions about the new policy
- Supervisors will review the policy with new workers as part of their orientation
- Persons designated to receive, investigate or resolve complaints will be trained in their roles and responsibilities under the policy

Step 2

The person receiving the complaint reviews the complaint procedures with the complainant and provides a written copy of the complaint to the General Manager. The person receiving the complaint will also meet privately with the alleged harasser to provide them with a copy of the complaint, review the complaint procedure with the alleged harasser and determine whether there is an agreement on a resolution or resolution process.

If there is no agreement on a resolution or resolution process, the General Manager will then designate an investigator (skip to step 6). In the event that the General Manager is the alleged harasser, the complaint will be directed to the Plant Manager. The Plant Manager is authorized to contact external sources to find an impartial investigator.

A full investigation will not occur unless there is sufficient evidence to make a *prima facie* case.

Step 3

Where there is agreement on the resolution or resolution process to be used, the person receiving the complaint informs the manager of the agreement and facilitates the agreed upon resolution or resolution process.

Step 4

The complainant is informed that a formal complaint procedure is possible if the complainant, the alleged harasser or the manager do not agree on a resolution process, or if the resolution process does not resolve the matter to the complainant's satisfaction.

Step 5

Where the complainant and the alleged harasser agree to a resolution, the manager follows up with the complainant to ensure the agreed resolution was effective in stopping and preventing further harassment. Where the complainant indicates that the harassment has not ended, the manager counsels the complainant to pursue an alternate resolution process, including a formal investigation.

Step 6

Investigators will be trained in conducting an investigation in accordance with this policy and will be as unbiased as is reasonable possible in the outcome of the investigation.

Investigators must act in accordance with the following guidelines:

- The investigation commences and concludes as soon as reasonably possible
- Witnesses are interviewed separately and written witness statements are prepared
- Witnesses are asked to review and sign their written statements
- Witnesses are advised to keep the investigation and the identity of the complainant and alleged harasser in confidence, unless they are required to disclose them by law
- The complainant and alleged harasser are entitled to be accompanied by legal counsel during the interview and investigation process
- During the investigation process, both the complainant and alleged harasser are entitled to be informed of all the allegations made against them and allowed the opportunity to make full answer and defense

This does not mean that either party is entitled to see or receive copies of the complete statements. However, both are entitled to see or receive an adequate summary of the evidence to make a full answer and defense.

Step 7

Once the investigation is complete, the investigator will prepare a written report setting out a summary of the evidence, a description of any conflict in the evidence, the conclusions on the facts and reasons for reaching those conclusions, as well as the recommended corrective action where harassment has been found to have occurred.

The investigator's report will be delivered to the complainant and the alleged harasser. The report is marked as confidential and delivered with the notation that it should be kept in confidence unless disclosure is required by law or is necessary to implement corrective action or other legal remedies.

The manager will then take the appropriate and effective corrective action and inform the complainant and harasser of that action. The manager will also inform the complainant of the right to file a complaint with the OHS or The Saskatchewan Human Rights Commission.

Step 8

The manager, after the corrective action has been taken, follows up with the complainant to ensure that the corrective action was effective in stopping and preventing harassment. If the complainant indicates that the harassment has not ended, or suffers reprisal as a result of making the complaint, the manager should take additional or alternative corrective action to resolve the complaint. Further investigation may be necessary.

Confidentiality

With this procedure, AlSCO, or anyone acting on behalf of the company, should not disclose either the complainant's or alleged harasser's name as well as any information that may identify the complainant or alleged harasser. The disclosure of such information may be necessary, however, to conduct the investigation, implement corrective action or pursue other legal remedies. In certain circumstances the complainant and alleged harasser may agree to release identifying information in order to implement the harassment policy, the resolution process or the final resolution itself.

All documents and statements obtained during the course of the investigation, including the names and copies of witness statements, should not be disclosed to any person unless required by law.

Taking Action to Stop and Prevent Harassment

In taking action to stop harassment and prevent its reoccurrence, AlSCO will be guided by the following considerations and options.

Individual Awareness and Counselling

Individuals may not be aware of the effects of their behaviour. In many cases, speaking to the person in private about the inappropriate behaviour will be enough to resolve a situation.

In certain instances, it may be more effective for a supervisor to speak with the offending person or to arrange and facilitate a meeting between the complainant and alleged harasser.

Complainants should not be encouraged to confront the alleged harasser if they are reluctant to do so, if the alleged harassment is of a very serious nature or if the alleged harasser denies engaging in the alleged conduct.

Interim Action

A manager may have grounds to believe that a complainant will be exposed to continued harassment or reprisal while waiting for the investigation or resolution process to occur. The manager must take immediate action to protect the worker from continued harassment or reprisal. Any interim action should respect the alleged harasser's rights based on their conditions of employment (employment contract or collective bargaining agreement).

Considering the above-mentioned rights, the manager's action may include:

- Cautioning the alleged harasser about the types of behaviour that will not be tolerated
- Moving the alleged harasser to another work unit
- Moving the complainant to another work unit at the complainant's request
- Suspending the alleged harasser with pay while waiting for a final determination

Mediation

Mediation offers both parties the opportunity to develop an understanding of the problem and resolve the complaint before or during the formal investigation process. The mediator facilitates separate discussions or joint meetings between the complainant and the alleged harasser, for the purpose of resolving the complaint.

Mediation may take place at any point in the resolution process as long as both parties agree to participate in mediation. Where the complainant and alleged harasser agree to participate in mediation, AlSCO shall arrange for a person, who is trained and independent, to act as mediator.

Disciplinary Action

An employee who has knowingly engaged or participated in the harassment of a co-worker will be disciplined. The discipline imposed on an employee, who is found to have engaged or participated in harassment in the workplace, may include written reprimand, suspension or termination of employment. The severity of the discipline will depend on the following:

Seriousness of the Alleged Conduct

- Whether the conduct is an offence under the criminal code
- Whether the conduct is an offence under the OHS Act or *The Saskatchewan Human Rights Code*
- The extent of the mental or physical injury caused to the complainant by the conduct
- Whether the harasser persisted in behaviour that was known to be offensive to the complainant
- Whether the harasser abused a position of authority

Risk of the Harasser Continuing with Similar Harassment of the Complainant or Others

- Whether the harasser acknowledges the conduct was unacceptable and makes a commitment to refrain participating in future harassment
- Whether the harasser has apologized to the complainant or taken action to repair any harm caused by the conduct
- Whether the harasser has agreed to participate in awareness sessions, training or other recommended counselling or treatment

- All AlSCO managers, directors, officers and supervisors will be asked to set a good example and help foster a respectful workplace
- Complaints shall be received by the Facility Safety Officer, the Plant Manager, the Production Manager, the Office Manager or the General Manager.

Protecting Workers Trying to Prevent or Stop Harassment

- Harassment complaints and investigations will be held in the strictest of confidence except where disclosure is necessary for the purposes of investigating the complaint, taking corrective action with respect to the complaint or as required by law
- Persons who make a harassment complaint in good faith will not be disciplined

Promptly Taking Action Necessary to Stop and Prevent Harassment

- Appropriate action, sufficient to ensure the harassment stops and does not happen again, will be taken against persons who are or were engaged or participated in harassment
- When necessary, customers, contractors or other visitors to the workplace will be informed that certain conduct directed toward staff will not be tolerated or allowed to continue

Ensuring the Policy Remains Current

- The effectiveness of the policy will be reviewed in consultation with the OHC worker representative and/or shop steward annually

Employee's Duty

In accordance with section 4 of the OHS Act, all workers, including managers and supervisors employed by AlSCO shall refrain from causing or participating in the harassment of another worker, and co-operate with any person investigating harassment complaints.

Complaint Procedure

Informal Resolution/Mediation Sought or Investigation Required

Step 1

An individual reports an incident or concern to a designated person set to receive harassment complaints. The complaint shall be in writing, dated and contain the following information.

- Name and job title of the complainant and contact information
- Name and job title of the alleged harasser and available contact information
- Description of the conduct, display or events considered objectionable, including dates and location of events
- Names and available contact information of any possible witnesses
- Description of the basis of the alleged harassment, such as the prohibited grounds
- Remedy sought
- Other information or material the complainant considers relevant
- Signature of the complainant

Where an informal resolution is sought, the complainant should indicate the type of resolution and resolution process sought. Examples include an apology, supervisory counselling, a facilitated meeting with the alleged harasser, workshops or training sessions and mediation.

Third-Party Harassers

This harassment policy will be posted in locations visible to third parties. Where a client has been asked to stop abusing or harassing a worker and does not, workers are authorized to end telephone conversations, politely decline service and to ask the client to leave the workplace. Third party contractors and workers are required to accept and meet the terms of the harassment policy. Those who do not follow requirements will be removed from the workplace.

Malicious Complaints

Where an investigation finds a complainant has knowingly made a false allegation, the complainant will be subject to appropriate discipline.

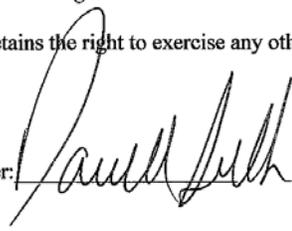
Other Options for Complainants

Nothing in this policy prevents or discourages a worker from referring a harassment complaint to OHS under the OHS Act & Regulations.

A worker may also file a complaint with the Saskatchewan Human Rights Commission under *The Saskatchewan Human Rights Code*.

A worker also retains the right to exercise any other legal avenues available.

General Manager:



Date:

NOV 12/12

LETTER OF UNDERSTANDING #5

BETWEEN:

ALSCO CANADA CORPORATION

AND:

**RETAIL, WHOLESALE AND DEPARTMENT STORE
UNION, LOCAL 558**

Re: Shortened Workweek

To reduce the chances of a shortened workweek in production, the Company shall post a volunteer list on the Thursday prior by 3:30 p.m. In the case of a reduced workweek, should insufficient volunteers post their names, the most junior employee(s) shall be sent home as needed.

SIGNED at Saskatoon, Saskatchewan this _____ day of _____, 2019.

Signed on behalf of the Company:

Signed on behalf of the Union:

Darrell Sukkau

Chrystal Ross

Marc Delainey

Shawn Snyder

Glenn Grant

Yves Van Der Auwera

Rocky Luchsinger, Representative

LETTER OF UNDERSTANDING #6

BETWEEN:

ALSCO CANADA CORPORATION

AND:

**RETAIL, WHOLESALE AND DEPARTMENT STORE
UNION, LOCAL 558**

Re: Renewal Bonus Program and Year-End Bonus for RSRs

1. Renewal Bonus Program

The following is the bonus that will be paid on any account that they renew. The renewal must be signed by the customer and payouts will be paid the following payroll:

<u>Account Size</u>	<u>RSR Paid</u>
Under \$25.00 per week	\$2.50
\$25.00 to \$50.00 per week	\$5.00
\$50.00 to \$100.00 per week	\$10.00
Over \$100.00 per week	\$20.00

2. Year-End Bonus for Account Renewals

<u>% of Customers Renewed</u>	<u>Bonus Paid</u>
90%	\$500.00
92.5%	\$750.00
95%	\$1,000.00

Accounts that are beyond the control of the RSR shall be taken into consideration in the calculations of the year-end bonus.

To be eligible for the year end bonus, an RSR must have been working on the route for a minimum of six (6) months and continue to be employed on December 31 of that year. An RSR having a significant effect on the accounts renewed percentage in less than six months on said route may be eligible for the year end account renewal bonus.

A Utility RSR having a significant effect on the account's renewal percentage in the time they were scheduled on a route will be considered for the bonus.

SIGNED at Saskatoon, Saskatchewan this _____ day of _____, 2019.

Signed on behalf of the Company:

Signed on behalf of the Union:

Darrell Sukkau

Chrystal Ross

Marc Delainey

Shawn Snyder

Glenn Grant

Yves Van Der Auwera

Rocky Luchsinger, Representative

LETTER OF UNDERSTANDING #7

BETWEEN:

ALSCO CANADA CORPORATION

AND:

**RETAIL, WHOLESALE AND DEPARTMENT STORE
UNION, LOCAL 558**

Re: Joint Labour Management Committee

During recent negotiations, the Union and the Company have agreed that a formal process of communication would help everyone deal with changes and issues affecting the workplace. The Committee will be made up of Local Management, the Stewards and the Business Agent for Retail, Wholesale and Department Store Union (RWDSU). The Committee may invite other employees or Company staff members if required. The Committee shall meet on a quarterly basis.

SIGNED at Saskatoon, Saskatchewan this ____ day of _____, 2019.

Signed on behalf of the Company:

Signed on behalf of the Union:

Darrell Sukkau

Chrystal Ross

Marc Delainey

Shawn Snyder

Glenn Grant

Yves Van Der Auwera

Rocky Luchsinger, Representative