

**A G R E E M E N T**

**DISCOVERY CO-OPERATIVE LIMITED**

**-- AND --**

**SASKATCHEWAN JOINT BOARD**

**RETAIL, WHOLESALE, AND DEPARTMENT STORE UNION, LOCAL 544**



**Expires: December 29, 2022**

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THIS AGREEMENT made this **9th** day of **January 2020**.

BETWEEN:

**DISCOVERY CO-OPERATIVE LIMITED**, of North Battleford, in the Province of Saskatchewan, hereinafter referred to as the Co-operative;

AND:

**THE SASKATCHEWAN JOINT BOARD RETAIL, WHOLESALE, AND DEPARTMENT STORE UNION, LOCAL 544**, hereinafter referred to as the Union.

### **PREAMBLE**

Whereas the Co-operative and the Union desire to co-operate in establishing and maintaining harmonious relations between the Co-operative and the employees covered by this Agreement, the purpose of this Agreement shall be to establish and maintain rates of pay, hours of work and other working conditions, to provide methods for a fair and amicable settlement of disputes, complaints and grievances which may arise between the parties, and to promote the efficient operation of the Co-operative's business.

Now, therefore, the Co-operative and the Union mutually agree as follows:

### **ARTICLE 1 - CLARIFICATION OF TERMS**

1. (a) In this Agreement, wherever the words "he", "his" or "him" appear, they shall be construed as applying to any employee, male or female, and wherever the words "employee" or "employees" occur, they shall mean any person or persons covered by this Agreement.

- (b) Student Definition

For the purpose of applying Appendix "A" (Classification and Wage Rates), an employee shall retain student status if he/she is actively attending high school and is registered in a class or classes and is under eighteen (18) years of age.

Should an employee's circumstances be altered which falls outside of the criteria set out above, such employee shall be reclassified to part-time status and assigned to a classified position under Appendix "A" with applicable wage rate. Hours worked as a student will be applied to establish the wage rate of the new position.

An employee will be reclassified as a part-time employee on his or her eighteenth (18<sup>th</sup>) birthday. Upon being reclassified seniority for the purposes of scheduling will be banked until July 1<sup>st</sup> of that year when the employee will begin to exercise their seniority. For the purposes of scheduling, it will be banked until July 1<sup>st</sup> of that year when the employee will begin to exercise their seniority. Employees will be ranked in order of the hours accumulated between the date of their eighteenth (18<sup>th</sup>) birthday and July 1<sup>st</sup>.

## **ARTICLE 2 - MUTUAL RECOGNITION**

1. The Co-operative recognizes the Union as the sole collective bargaining agency for the employees covered by this Agreement, and hereby consents and agrees to negotiate with the Union or its designated bargaining representatives on all matters relating to rates of pay, hours of work, working conditions, disputes, complaints and grievances of employees. The Co-operative agrees that the Union may have the assistance of a Representative of the Retail, Wholesale, and Department Store Union, in any negotiations or discussions between the parties to this Agreement.
2. The Union recognizes the right of the Co-operative to plan, direct, control and manage its business activities; to maintain discipline and to require efficient service from its employees and to require its employees to observe the Co-operative's written policies regarding its business operations; to employ, lay off, or relieve its employees from duties; to suspend, transfer, promote, demote, discipline or discharge employees for cause, as stated in the Co-operative's written policies.
3. The exercise of the foregoing rights of the Co-operative shall not be abridged except insofar as specifically set forth in the clauses of this Agreement; nor shall exercise of the said rights be used to modify or avoid any clause of this Agreement.
4. The Union shall encourage all employees to become members and support the Co-operative to the best of their abilities.

## **ARTICLE 3 - SCOPE**

This Agreement shall cover all employees of the Co-operative working in the urban area of the Battlefords, except the:

ADMINISTRATION: General Manager, Controller, Office Manager, Human Resources Manager, Two (2) Accountants, Marketing Communications Manager, Executive Assistant, Operations Manager, Human Resources Advisor, Payroll/Credit Administrator, **Asset Protection Manager**

CONSUMER DIVISION: Consumer Division Manager, Hardware Manager, Lumber Manager, Project Sales Manager, Leisure Time Manager, FF2 Manager

FOOD DIVISION: Food Division Manager, **Food Store Manager**, Grocery Manager, Assistant Grocery Manager, Meat Manager, Produce Manager, Bakery Manager, Deli Manager, **Two (2)** Pharmacy Managers, Pharmacists, Café Manager

C-STORE DIVISION: C-Store Division Manager, C-Store Managers (one per C-Store), **Liquor Store Manager**

AGRO DIVISION: Agro Division Manager, Agro Manager, Petroleum Manager, Two (2) Agronomists

MAINTENANCE: Facilities Manager, Assistant Maintenance Manager

Three (3) Management Trainees whose positions shall not effect the hours of work of the bargaining unit.

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

1. The Management of the Co-operative and the direction of the working force, including the right to plan, direct and control operations; to maintain the discipline and efficiency of the employees and to require employees to observe Co-operative rules and regulations; to hire, lay off or relieve employees from duties; to suspend, demote, transfer, promote and discipline and discharge employees for cause, are to be the sole right and function of the Co-operative.
2. The Co-operative shall be the sole judge of the merchandise to be handled in its operation.
3. The Parties agree that the enumeration of Management's rights set out in Clauses 1 and 2 shall not exclude other functions not specifically set forth. The Co-operative, therefore, retains all rights not otherwise specifically covered in this Agreement.
4. In exercising the foregoing rights, the Co-operative shall act in good faith and shall not evade or alter any of the specific provisions of this Agreement. The Co-operative will not exercise its rights under this Article or any other provisions of the Agreement to discriminate against any employee because of his activity in or for the Union.
5. Any discipline entered into any employee's work record will not be used against that employee after twenty-four (24) months following the date of the discipline, unless there has been other discipline against that employee in that time.

#### **ARTICLE 5 - UNION SECURITY**

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

Application form within ten (10) calendar days of the date of employment and shall become a member of the Union within thirty (30) days of this date.

2. When an employee receives a written reprimand that is to be entered into an employee's file, is being suspended or discharged or any discussion which could lead to written discipline, the employee will have the right to have a Shop Steward present, or in the event a shop steward is not available, another member of the bargaining unit of the employee's choice if available.
3. If a document involving a written reprimand, suspension or dismissal is entered into an employee's file, the employee shall be given a copy of the document at the time it is entered into the file.
4. All new employees shall be introduced to the Chief Steward or designate during the orientation sessions held by the Co-operative.

#### **ARTICLE 6 - CHECKOFF**

The Co-operative shall deduct, on the first payday of each month, out of the wages due to each employee, the Union dues and initiation fees of each employee and shall remit same to the person designated by the Union on or before the tenth (10th) day of each month. The Co-operative shall furnish the Union each month with a written list of:

1. The names of employees from whom the deductions have been made;
2. The names of all employees who are hired, laid off, or who have terminated employment;
3. The home addresses of all new employees hired and any changes in the home addresses of all other employees as supplied to the Co-operative.

#### **ARTICLE 7 - SENIORITY**

1. After initial employment, all full-time employees shall be on probation for a period of sixty-five (65) working days during which time they shall not acquire seniority. Upon completion of the prescribed period, seniority shall be established retroactive to the date a full-time employee first enters the service of the Co-operative. In all cases where a probationary full-time employee is absent from scheduled work the duration of the absence shall be added to the full-time employee's probationary period.
2. Seniority shall accumulate during the absence from work occasioned by sickness or accident provided such absence does not exceed twelve (12) months per absence from work. If an employee is absent from work because of layoff or leave of absence, he shall retain his seniority accumulated prior to his layoff or leave of absence.
3. Seniority shall be broken and all rights forfeited when:

- (a) An employee is dismissed by the Co-operative for just cause.
  - (b) An employee voluntarily leaves the service of the Co-operative.
  - (c) An employee fails to report to work on recall after layoff.
  - (d) An employee abandons his employment by failing to report for duty for three (3) working days without notification to the Co-operative.
  - (e) An employee who is promoted to an out-of-scope position and does not return to an in-scope position within sixty (60) working days.
  - (f) An employee has been out of the employment of the Co-operative for a continuous period of twelve (12) months as the result of a layoff.
4. The Co-operative shall prepare and publish a seniority list semi-annually.

#### **ARTICLE 8 - LAYOFFS AND RECALLS**

1. When reducing or recalling staff, seniority shall prevail, provided the senior employee has the merit, ability and fitness to handle the work to be performed. Where casual help may be required immediately for periods of less than five (5) days, recall procedure need not be followed if a senior employee from the same department cannot be contacted immediately. In such cases the Union Steward shall be notified.
2. When the Co-operative wishes to recall an employee who has been laid off on account of a reduction of staff, he shall notify such employee by registered letter addressed to the employee's last known address. The employee concerned must notify the Co-operative within five (5) days of the receipt of such letter, stating his acceptance or refusal of the employment offered. If an employee fails to report for work within five (5) days of receipt of such notice, but does report within thirty (30) days, showing good cause for having failed to report within the prescribed time, he shall then be notified of the next vacancy, and his seniority retained. Good cause shall be sickness verified by the certificate of a medical practitioner, accident, insufficient travelling time, or any reason acceptable to the Co-operative. Failure or refusal to reply to recall notice shall cause all rights to recall to be forfeited.
3. Employees shall leave their address with the Co-operative and the Union and shall notify both parties of any changes of address thereafter.

#### **ARTICLE 9 - VACANCIES AND PROMOTIONS**

1. Vacancies, promotions and new positions within the scope of this Agreement will be filled on the basis of merit, ability and fitness, as evaluated by the Co-operative, to perform their work satisfactorily. Where merit, ability and fitness are comparable and sufficient, the senior

applicant will be selected. The Co-operative's present practice of posting job opportunity bulletins will be continued.

2. All vacancies and new positions shall be posted on the bulletin board and employees shall be allowed five (5) working days in which to make written application for such vacancies or new positions.
3. An employee filling a new position or vacancy shall be permitted a trial period of **thirty (30)** working days. If such employee does not perform the duties satisfactorily within that time, he/**she** shall revert to his/**her** former position. If it appears to the Co-operative that such employee is incapable of performing the duties satisfactorily, he/**she** may be required to revert to his/**her** former position before the expiration of **thirty (30)** working days. **Similarly, if, during the trial period, the employee decides he/she is unsuited in the new position, he/she may revert to his/her former position.**
4. Whenever an employee's rate prior to promotion is within the range of the new classification, his rate shall not be reduced and after promotion the employee shall be paid his regular increments until the top of the range is reached. Therefore, the employee's rate shall be increased to a rate in the new classification that is the next higher rate above the employee's previous rate of pay.

#### **ARTICLE 10 - JOB CLASSIFICATIONS**

1. Rates of pay for any new classifications that may be established by the Co-operative within the Scope of this Agreement shall be subject to negotiations, provided that the Co-operative shall have the right to establish a rate to be paid until the regular position rate is agreed upon. The agreed rate of pay will be effective as of the date the new position was filled.
2. In the event any position or job title is to be discontinued, the Union shall be informed accordingly before the discontinuance of the job title or position.

#### **ARTICLE 11 - HOURS OF WORK**

1. The basic workweek for full-time employees shall be forty (40) hours, five (5) days per week, not exceeding eight (8) hours per day. The basic workweek for part-time employees shall be up to forty (40) hours, up to five (5) days per week, up to but not exceeding eight (8) hours per day.
2. (a) The Co-operative shall post a weekly work schedule showing daily starting and quitting times and days off for all regular part-time and full-time employees not later than Friday noon of each week for the second following week. If a new schedule is not posted by Friday noon then the schedule already posted shall apply for the second following week.



- (b) The schedule of regular part-time and full-time employees may be changed upon twenty-four (24) hours' notice of the change, except in the case of an emergency. It shall be the responsibility of the Co-operative to notify employees of the changes to their previously posted shifts.
  - (c) Lunch periods shall not be less than thirty (30) minutes and not more than sixty (60) minutes in duration.
  - (d) There shall be no split shifts.
  - (e) When a part-time employee works forty (40) hours per week for thirteen (13) consecutive weeks in one (1) department, it shall be determined that a full-time position has been created and shall be filled in accordance with Article 9 of this Collective Agreement. This provision shall apply to all employees except for those hired for relief, for absence due to illness, injury or leave of absence. This provision will not apply to employees hired for a specific project.
3. (a) When any department remains open for business or night stocking after 6:00 p.m., all employees who work twenty-four (24) or more hours in that week shall be paid a premium of seventy-five cents (\$.75) per hour in addition to their regular rate for all hours worked after 6:00 p.m.
- (b) Premium pay will not be added to employee's hourly rates for purposes of computing overtime pay.
4. Full-time employees shall be granted two (2), fifteen (15) minute rest periods per day, one (1) in each half of the shift.
5. Where operations permit, the Co-operative shall schedule employees in such a manner as to guarantee two (2) days off per week for all full-time and regular part-time employees. Employees who wish to waive this guarantee shall do so in writing to the Co-operative, with the Co-operative providing the Union with a copy upon request.
6. The Parties agree that no employee shall be scheduled to work a shift which commences less than ten (10) hours after their last shift ends. Therefore, in the event any employee who accepts work offered on a shift which commences less than ten (10) hours after the end of their last shift shall be paid double (2x) their regular rate for all hours worked on that shift.
7. The Co-operative shall clearly designate any meetings to which attendance is not voluntary on a separate notice. Employee attendance to meetings for which attendance is not voluntary shall be considered as hours worked and shall be payable as such at appropriate rates under the Collective Agreement. In the event of any meeting for which attendance is voluntary, only employees who are scheduled for work at the time the meeting takes place will be required to attend. No employee who is not scheduled will be disciplined if they do not attend such a meeting. Any employee attending a meeting for which attendance is voluntary

shall be paid for their time in attendance to the meeting and will have the option of working a minimum of four (4) hours if they notify their Department Supervisor of same prior to the meeting. No employee attendance of a meeting for which attendance is voluntary shall trigger any application of Article 11.6 of the Collective Agreement.

### **ARTICLE 12 - OVERTIME PAY**

1. All hours worked, either before or after regular hours of work, arrived at pursuant to Article 11, shall be considered as overtime hours and shall be paid for at the rate of time-and-a-half (1 1/2x) for the first three (3) hours' overtime worked in any one (1) day, and double (2x) the regular rate for hours worked in excess of three (3) hours' overtime in any one (1) day.
2. Double (2x) the regular rate shall be paid for all hours worked on an employee's days or part-days of rest. If an employee is called back to work on his regular days or part-days of rest, he shall receive not less than four (4) hours' pay at double (2x) his regular rate of pay.
3. Employees shall not be required to take time off regular hours of work to avoid payment of overtime pay.
4. Overtime shall only be worked on the authority of the Co-operative. Four (4) hours' notice shall be given the employee concerned, emergencies excepted.
5. An employee who is not advised prior to leaving work and is called back to work, not continuous with his regular working hours, either before or after his regular hours of work, shall receive not less than four (4) hours' pay at overtime rates of time-and-a-half (1 1/2x).
6. Employees who report for work but by reason of breakdown or weather conditions or for some other reasons are dismissed for the day, shall receive not less than one-half (1/2) day's pay at the regular rate.
7. In computing overtime pay, all calculations shall be made to the nearest fifteen (15) minutes.

### **ARTICLE 13 - WAGE RATE AND CLASSIFICATIONS**

1. Position, job titles and wage rates for such positions and job titles shall be as set out in Appendix "A" annexed to and forming part of this Agreement.
2. Notwithstanding anything in this Agreement to the contrary, an employee now receiving a higher rate of pay than called for in Appendix "A", shall not have such rate reduced during the currency of this Agreement.
3. (a) An employee required to temporarily fill a position in the Scope of this Agreement paying a higher rate of pay shall receive the next highest step in the range of the temporary position or ten dollars (\$10.00) per day, whichever is the greater, provided

that such period is for more than three (3) days. An employee's rate will not be reduced if temporarily filling a position paying a lower rate of pay. Seniority will be considered in assigning relief work while balancing scheduled hours amongst trained employees to maintain their skills set. It is agreed that the three (3) days must be consecutive but an employee will not be disqualified because of a day off during their relief assignment.

- (b) An employee required to temporarily fill a position outside the Scope of this Agreement shall receive a minimum of twenty dollars (\$20.00) per day in addition to their regular rate of pay, providing such period is for more than three (3) days. Seniority will be considered in assigning relief work while balancing scheduled hours amongst trained employees to maintain their skills set. It is agreed that the three (3) days must be consecutive but an employee will not be disqualified because of a day off during their relief assignment.
  - (c) **Where the Co-operative chooses to temporarily fill a vacant position for thirty (30) calendar days or less, Article 13.3 (a) and 13.3 (b) shall apply. When the Co-operative chooses to temporarily fill a position for a vacancy that is more than thirty (30) calendar days, the position will be posted and filled as per Article 9, Vacancies and Promotions. Successful internal candidates, based on operational needs and where possible, will be returned to their original or an equivalent position at the end of the temporary position; for out of scope positions, this sentence shall not apply in situations where the temporary position exceeds the time limits outlined in Article 7.3 (e) Seniority.**
4. Employees will be paid every second Friday. An itemized statement of wages and deductions will be made available to each employee. When a payday falls on a Statutory Holiday, payment shall be made on the last working day preceding such holiday.
  5. In the event of any increase to the Saskatchewan Minimum Wage, all rates shall be a **minimum of twenty-five (\$0.25) cents above the minimum wage.**

#### **ARTICLE 14 - ANNUAL VACATIONS**

1. Annual vacation with pay at regular rates or a fraction of employee's total earnings, whichever is the greater, shall be granted on the following schedule:
  - (a) Three (3) weeks (3/52) after one (1) year's service.
  - (b) Four (4) weeks (1/13) after nine (9) years' service.
  - (c) Five (5) weeks (5/52) after eighteen (18) years' service.
  - (d) Six (6) weeks (3/26) after twenty-three (23) years' service.

If an employee is absent without pay during a holiday pay period (May 1 to April 30) in excess of two (2) weeks, his holiday pay shall be computed on the basis of 3/52, 1/13, 5/52 or 3/26, whichever is applicable.

- 2. The annual vacation cut-off date shall be April 30th. A minimum of three (3) weeks of vacation shall be granted between May 1st and October 31st, unless otherwise mutually agreed upon between the Co-operative, the Union and the employee.
- 3. Vacations shall be taken, if possible, at the time or times most desired by the employee concerned. Seniority shall govern the selection of vacation dates in the case of disputes.
- 4. When a Statutory Holiday occurs during an employee's vacation, an extra day's vacation shall be granted, if the holiday is one for which the employee would have received pay if he had been working.
- 5. When vacation is taken, employees shall receive their vacation pay on normal paydays. In May of each year, the vacation pay for overtime hours will be credited to each employee's bank account in a regular pay period.
- 6. If the employment of any employee is terminated at any time after the commencement of his employment, the Co-operative shall pay him, in addition to all other amounts due to him, 3/52nds of his total earnings for the period employed but if the employee has received annual vacation with pay at any time during his employment, the Co-operative shall pay him 3/52nds of his total earnings from the cut-off date prior to his last annual vacation. After nine (9) years of service for purpose of computation, the fraction 1/13th instead of 3/52nds shall be used for that period. After eighteen (18) years' service, the fraction 5/52nds shall be used for that period. After twenty-three (23) years of service, the fraction 3/26ths shall be used for that period.

Employees who have less than one (1) year's service with the Co-operative shall be granted one and one-quarter (1 1/4) days of paid vacation leave for each completed month worked prior to May 1 up to a maximum of three (3) working weeks or fifteen (15) working days.

- 7. If an employee is unable to complete their vacation because of bereavement referenced in Article 18-2 or hospitalization for two (2) days or more, the affected employee shall be allowed to re-schedule those days lost due to bereavement or hospitalization and will receive bereavement or sick pay for those days.

**ARTICLE 15 - STATUTORY HOLIDAYS**

- 1. The following days shall be considered holidays for which the employee shall be paid regular wages without being required to work:

New Year's Day	Saskatchewan Day	Christmas Day
Good Friday	Labour Day	Boxing Day

Victoria Day  
Canada Day

Thanksgiving Day  
Remembrance Day

Family Day

and any other days proclaimed as holidays by Federal, Provincial or Civic authorities, provided such holidays are observed by a majority of similar businesses in the urban area of the Battlefords.

2. Statutory Holidays will be scheduled by fair rotation within the Department. Any employee who works on any of the above-mentioned holidays shall receive, in addition to his holiday pay, one and one-half (1 1/2x) times the regular rate of pay for all hours worked.
3. When a holiday as set out in Clause 1 of this Article, falls in any week, Sunday to Saturday, the workweek shall be reduced by eight (8) hours or the number of hours proclaimed to be observed in respect of such a week and no employee shall suffer a reduction in take-home pay. Employees working in excess of the reduced hours of work for that week shall be paid in accordance with overtime pay as in Article 12. In determining regular hours of work, the Co-operative shall not include hours worked on a statutory holiday as part of any employee's regular hours in that week.

#### **ARTICLE 16 - GRIEVANCE PROCEDURE**

1. The Union or any employee who has a complaint or grievance shall submit the complaint or grievance in writing. A copy shall be supplied to the Co-operative. For the purposes of this Agreement, a grievance shall be defined as any complaint, disagreement or difference of opinion between the Co-operative and the Union or the employees covered by this Agreement which concerns the interpretation, application or alleged violation of the terms and provisions of this Agreement.
2. The procedure for settlement of complaints, disputes and grievances shall be as follows:
  - (a) By a discussion between the Shop Steward (**with the aggrieved employee present or absent at his/her option**) and the Department Manager. **the Staff Representative and Human Resource Manager may also be involved.**
  - (b) **If this matter is not resolved, the grievance shall be submitted to the Human Resources Manager within the timelines outlined in Article 16.3, who shall give a written decision on the matter within five (5) working days.**
  - (c) **Failing subsection (b),** the grievances shall be dealt with by the Grievance Committee of the Union, **the Human Resources Manager** and the General Manager. The General Manager shall give a written decision on the matter within **seven (7) working days.** If a satisfactory settlement is not reached, then ...
  - (d) Upon request of either party to this Agreement, the matter may be referred to a Board of Arbitration set up pursuant to Article 16 of this Agreement.

3. A grievance shall be presented within ten (10) days of the event giving rise to such grievance. If the grievance is not presented within ten (10) days of the event or if after the completion of any step in the grievance procedure, the Union does not proceed to the next step within ten (10) days, the grievance shall lapse. In case of payroll grievance, the ten (10) days would apply after receiving the final pay cheque statement for the accounting period.
4. So far as possible, all negotiations with respect to complaints, disputes or grievances shall be dealt with during regular working hours, and no employee or employee's representative shall suffer any loss of pay. Leave of absence with pay shall be granted for the purposes of collective bargaining to a maximum of one hundred and eight (108) staffing hours. The number of employees shall be limited to a maximum of five (5) employees with not more than one (1) from any one (1) department.
5. Employees, other than probationary or casual employees, shall not be penalized, laid off, dismissed, promoted, demoted or transferred without notice to the Union. The Union shall be notified one (1) working day prior to action being taken, except when the action is dismissal for cause.
6. Should an employee be penalized, laid off, recalled, promoted, demoted, transferred or dismissed, and it is later established that such action was unfair or contrary to the provisions of this Agreement, such an employee shall be immediately returned to his proper status in all respects and shall be compensated for all wages lost at his proper rate of pay.
7. In the absence of the authorized agent or agents of the Co-operative at any step of the grievance procedure, it shall be permissible for the Union to proceed with the next higher step of the grievance procedure, after fourteen (14) working days.

#### **ARTICLE 17 - BOARD OF ARBITRATION**

1. All disputes arising from the interpretation and application of this Agreement that cannot be settled by the representatives of the Co-operative and Union shall be submitted to a Board of Arbitration.
2. The Board of Arbitration shall be composed of one (1) Co-operative representative, one (1) Union representative and one (1) person acceptable to both the Union and the Co-operative, who shall act as Chairperson. **The parties may also agree to the use of a single Arbitrator. The single Arbitrator would be agreed upon or appointed in the same manner as a Chairperson.**

If agreement cannot be reached within fourteen (14) days in respect of the appointment of the Chairperson of the Board of Arbitration, the matter shall be referred to the Minister of Labour, Province of Saskatchewan, who shall appoint a Chairperson. It is agreed that each party shall name its representative to a Board of Arbitration within fourteen (14) days of being notified that the dispute is to be referred to a Board of Arbitration.

3. Grievances taken before a Board of Arbitration shall be submitted in writing and shall specify clearly the nature of the grievance.
4. A Board of Arbitration formed pursuant to this Article shall meet, hear the evidence of both sides and be encouraged to render a decision within fourteen (14) days after it has completed its hearings and investigations. A Board of Arbitration formed pursuant to this Article is not vested with the power to change, modify or alter this Agreement in any of its parts. Such a Board may, however, interpret the provisions of this Agreement.
5. A decision of the majority of the Board of Arbitration shall be the decision of the Board and shall be final and binding on both parties to this Agreement.
6. The expenses and remuneration of the Chairperson of the Board of Arbitration shall be borne equally by the Co-operative and Union. Each party shall be responsible for the expenses and remuneration, if any, of its own appointee.
7. The parties may agree to use a Mediator to assist in the resolution of a grievance.

#### **ARTICLE 18 - LEAVE OF ABSENCE**

1. (a) One employee selected to attend labour conventions, or to serve in any capacity on any other Union business, shall be granted leave of absence without pay for a maximum of six (6) months without loss of seniority. Unless otherwise mutually agreed, sixteen (16) days' written notice (seven (7) days in the event of emergency or unexpected circumstances) shall be given the Co-operative when application is made. The maintenance of rights under any employee benefit plans during leave of absence shall be conditional upon payment of the full contribution by the employee.
- (b) On giving the Co-operative sixteen (16) days' written notice (seven (7) days in event of emergency or unexpected circumstances) leave of absence for a period not exceeding two (2) weeks, without pay, with the maintenance of seniority and employee benefits, shall be granted to employees for the purpose of attending Union business meetings. The number of delegates may be limited to four (4) at any one time with no more than one (1) per department.
2. Special leave of absence with pay shall be granted a minimum of two (2) days, to a maximum of seven (7) working days in cases of pressing emergency. Pressing emergency shall include death, serious accident or serious illness in the immediate family of an employee. Length of such leave shall be determined by the Co-op, who will take into consideration emergency and travel time. Immediate family shall be confined to spouse, mother, father, brother, sister, children of an employee, step-parent and step-children, grandparent and grandchildren.

Two (2) days' leave of absence with pay will be granted to attend the funeral of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

3. By mutual agreement between the parties, special leave of absence without pay, without loss of seniority, without discrimination and without loss of any other rights or privileges may be granted an employee for personal reasons. In such cases the employee concerned must pay the full contribution required under any employee benefit plan for the period involved.
4. (a) Female employees, after at least twenty (20) weeks of employment during the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, shall be granted a maternity leave of absence. The duration of such leave shall be at the discretion of the employee and not to exceed an eighteen (18) week period. The employee shall give the Co-operative a minimum of four (4) weeks' notice prior to the start of such leave if the leave requested is in excess of six (6) weeks prior to the expected birth of the child. The employee shall be required to submit a certificate from a qualified medical practitioner certifying that she is pregnant and indicating the estimated date of confinement. The employee shall give the Co-operative a minimum of four (4) weeks' notice prior to the date she intends to resume employment. If the employee returns to work within six (6) weeks of the birth of the child, she shall be required to submit a medical certificate certifying her to be medically fit to work. The employee's benefits held before such leave shall continue to be available at the expense of the employee. Seniority shall accumulate during the maternity leave. For the purposes of accumulation of part-time seniority, employees shall be credited with the same rate of accumulation as their average hours worked over the fifty-two (52) week period prior to the commencement of their leave. The Co-operative's obligation to guarantee employment shall cease if the employee is unable to return to work at the expiry of the scheduled maternity leave of absence.
- (b) Employees, after at least twenty (20) weeks of employment during the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, shall be granted a parental leave of absence by the Co-operative. Such leave shall not exceed thirty-seven (37) weeks and must be taken within one (1) year of the date the child is released from the hospital or from the date an adoptive child is placed in the employee's home. Female employees who have availed themselves of the leave in sub-section (a) above are eligible provided the cumulative time off does not exceed fifty-two (52) weeks. The employee's benefits held before such leave shall continue to be available. For the purposes of accumulation of part-time seniority, employees shall be credited with the same rate of accumulation as their average hours worked over the fifty-two (52) week period prior to the commencement of their leave. Seniority shall accumulate during the parental leave in the same manner as sub-section (a) above. Applications for parental leave must be made four (4) weeks prior to date of commencement unless the employee has not been informed of the date in time to meet this guideline. In such cases, the employee shall submit their request as soon as possible.



5. The maintenance of employee benefit plans during leave of absence in excess of two (2) weeks for which there is no pay shall be conditional upon the bylaws of the plans concerned and upon payment of the full cost by the employee. Employees will be notified in advance of benefits being terminated.
6. Upon completion of two (2) years' service, an employee shall be entitled to one (1) year's leave of absence without pay, but with the maintenance of seniority rights, for the purpose of educational upgrading or training. An employee granted leave under this section may be required to remain in the service of the Co-operative for one (1) year after the completion of the leave of absence. The number of employees entitled to leave of absence may be limited to two (2) at any one time, with a maximum of one (1) employee from any one (1) department.
7.
  - (a) Employees will be allowed compassionate care leave without pay for a seriously ill parent, child or spouse for up to eight (8) weeks. If an employee requires further time, an application may be made by the employee to the General Manager.
  - (b) Employees shall have the option of accessing up to twenty-four (24) hours per year of sick leave to care for family members or to attend emergency medical or dental appointments. It is understood that sick leave may be used in increments of hours as well as days for medical or dental appointments.

#### **ARTICLE 19 - SICK LEAVE**

1. After ninety (90) calendar days' employment, permanent employees shall be granted three and three-quarter (3 3/4) days' sick leave credit and thereafter shall accumulate sick leave with pay on the basis of one and one-quarter (1 1/4) working days for each month of his employment.
2. If at any time an employee exhausts or partially uses his sick leave with pay credits due to illness, upon his return to work, he shall commence accumulating sick leave credits as set forth in paragraph one (1) above.
3. It shall be the duty of every employee absent because of sickness to report to the Co-operative as follows:
  - (a) Report his sickness to his Department Manager as soon as possible on the first day of absence.
  - (b) Present a certificate of a medical practitioner verifying his illness during absence if required to do so by the Co-operative. Any fees incurred in obtaining a medical certificate shall be paid by the Co-operative upon production of a receipt.

4. If an employee is injured or contracts an industrial disease in the performance of his duties, the Co-operative shall pay the employee for the duration of his disability, but not exceeding one (1) year, an amount equal to the difference of the payments made to him by the Worker's Compensation Board, less his normal income tax deduction always provided that the combined payments by the Worker's Compensation Board and the Co-operative shall not exceed his normal take-home pay less his normal income tax deduction. Should the Worker's Compensation Board declare the employee fit for light work and the Co-operative is unable to offer such work the employee shall receive the benefits provided by this clause until the expiry of the one (1) year hereinbefore provided.
5. Proved abuse of any of the sick leave benefits provided under this Article shall be sufficient cause for summary dismissal of the employee or employees concerned.
6. The Co-operative shall make available to each employee (upon their request) a copy of his/her sick leave credit accumulation.

#### **ARTICLE 20 - SAFETY AND HEALTH**

1. The Co-operative shall make provisions for the safety and health of its employees during working hours. In order to prevent and investigate accidents and to improve conditions of work, it is agreed that an Occupational Health and Safety Committee, composed of not more than three (3) representatives from each of the Co-operative and the Union shall be established. The findings and recommendations of this Committee shall be a matter for discussion between the Co-operative and the Union.
2. The Co-operative shall provide sufficient first-aid kits and shall keep them properly supplied.
3. All employees shall have the privilege of taking a **First Aid/CPR** course, the cost of which shall be borne by the Co-operative if the course is completed while an employee of the Co-operative.

#### **ARTICLE 21 - EMPLOYEE BENEFITS**

1. The Co-operative's policy (in accordance with the bylaws of the plans) of providing Group Life Insurance, Co-op Dental Plan, Long Term Disability, Extended Health Care Plan and Superannuation shall be continued during the term of this Agreement. Employees shall, subject to credit approval and benefit eligibility, be allowed to charge medical prescriptions to their Co-operative accounts in order to receive their benefit from the Drug Plan to pay for their account.
2. Subject to the rules and regulations in the Plan, the Co-operative shall continue its present policy of providing the Co-operative's Superannuation Plan in which employees' contributions are matched by the Co-operative. The contribution rate by the Co-operative and the employee shall be six (6%) percent of earnings.

3. Employees unable to work who do not qualify for Workers' Compensation Benefits shall be paid benefits for regular hours lost up to their total accumulated sick days or ninety (90) days of their accumulated sick time, whichever is less.

### **ARTICLE 22 - NOTICE BOARDS**

The Co-operative agrees to install suitable notice boards by each time clock to be designated solely for the Union's use.

### **ARTICLE 23 - MISCELLANEOUS PROVISIONS**

1. The Co-operative shall give employees written notice or pay in lieu of notice in case of layoff, if for more than three (3) days, or discharge except when an employee is discharged for just cause, in accordance with the *Saskatchewan Employment Act*.
2. Employees shall not be discriminated against in any manner because of Union membership, race, color, creed, age, sex, religious or political beliefs.
3. The Co-operative shall pay the cost of Class 1 and 3 driver's licenses or any other licenses when required by the Co-operative. The Co-operative's payments for Class 1 and 3 licenses shall be limited to the basic insurance and fee.
4. (a) Any special clothing, tools or equipment that the Co-operative requires the employees to use in the performance of their duties shall be supplied to the employees concerned without cost. Employees are required to exercise reasonable care of such clothing, tools or equipment and are to use them only while on duty. The cost of laundering and/or dry cleaning special clothing shall be paid for by the Co-operative.  
  
(b) The Co-operative will supply, at no cost to the employee:  
  
Full-time and Regular Part-time: two (2) shirts and two (2) pairs of pants per year  
Part-time and Students: one (1) shirt and one (1) pair of pants per year  
Yard Clerks: same as full-time plus replaced as needed  
  
The Co-operative will pay 50/50 cost shared basis for all optional uniform items (sweaters, vests, hoodies, etc.).  
  
Replacement of uniforms will otherwise be at the discretion of Management.  
  
Jackets for use in winter or inclement weather will be supplied by the Co-operative and these will remain at the facility. If employees wish to retain a jacket for themselves and to take it home, these will be supplied on a 50/50 cost shared basis.
- (c) The Co-operative will pay, once per year, the first one hundred (\$100.00) dollars of the cost of the safety boots to those that are required by Occupational Health and

Safety. **The Co-operative will reimburse employees working in Agro and Lumber fifty (50%) percent of the cost of a pair of winter safety boots up to a maximum of seventy-five (\$75.00) dollars. The Co-operative will reimburse employees working in Meat fifty (50%) percent of the cost of an additional pair of safety boots up to a maximum of seventy-five (\$75.00) dollars on an as needed basis for normal wear.** The payment will be made upon presentation of a receipt. If the employee does not complete probation, this amount will be paid back to the Co-operative.

5. An authorized representative of the Union or executive officer of the Union (providing such officer is an employee of the Co-operative) shall be permitted, after notifying the General Manager, to talk with an employee regarding Union matters during regular working hours. The interview shall be carried on in a place provided for and designated by the Co-operative. Time taken for such an interview in excess of fifteen (15) minutes shall not be on the Co-operative's time.

#### **ARTICLE 24 - JURY AND WITNESS PAY**

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

#### **ARTICLE 25 - STRIKES AND LOCKOUTS**

It is hereby agreed that during the life of this Agreement, there shall be no strike, slowdown or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Co-operative.

**ARTICLE 26 - DURATION OF AGREEMENT**

This Agreement shall be effective from **December 29, 2018** and shall remain in force until **December 29, 2022** and thereafter from year to year but either party may, not less than sixty (60) days or more than one hundred and twenty (120) days before the expiry date of this Agreement, give notice in writing to the other party to negotiate a revision thereof.

Signed this 19 day of August, 2020.

**SIGNED ON BEHALF OF  
DISCOVERY CO-OPERATIVE  
LIMITED**

**SIGNED ON BEHALF OF THE  
JOINT BOARD, RETAIL,  
WHOLESALE AND DEPARTMENT  
STORE UNION, LOCAL 544**

“Mike Nord”  
Mike Nord

“Matthew Livingston”  
Matthew Livingston

“Shawn Adair”  
Shawn Adair

“Kathy Wohlberg”  
Kathy Wohlberg

“Jana Blais”  
Jana Blais

“Donna Corbeil”  
Donna Corbeil

“Michelle Petterson”  
Michelle Petterson

“Hali Nahirney”  
Hali Nahirney

\_\_\_\_\_

“Jerry Burnett”  
Jerry Burnett

“Trevor Miller”  
Trevor Miller, Representative

**APPENDIX "A"**

Wages will be effective the first Sunday of each new Payroll Year.

Dec 16, 2018 - Dec 14, 2019 YEAR 1									
	FIRST	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER
	3	3	9	15	21	27	30	33	36
	MONS	MONS	MONS	MONS	MONS	MONS	MONS	MONS	MONS
		520	1560	2600	3640	4680	5200	5720	6240
<b>ADMINISTRATION</b>									
Office Clerk I	12.04	12.80	13.56	14.34	15.10	15.86	16.64	17.40	18.16
Office Clerk II (Supervisor)	12.64	13.61	14.58	15.56	16.53	17.51	18.48	19.45	20.43
IT Administrator	13.24	14.46	15.68	16.89	18.11	19.33	20.54	21.76	22.99
Maintenance I	12.04	12.87	13.71	14.54	15.36	16.20	17.03	17.87	18.70
Maintenance II	13.24	14.46	15.68	16.89	18.11	19.33	20.54	21.76	22.99
<b>FOOD DIVISION</b>									
Clerk I (Clerk, Cashier)	12.04	12.87	13.71	14.54	15.36	16.20	17.03	17.87	18.70
Clerk II (Supervisor)	12.64	13.61	14.58	15.56	16.53	17.51	18.48	19.45	20.43
Clerk III (Head Cashier) (Cashier Supervisor)	13.24	14.46	15.68	16.89	18.11	19.33	20.54	21.76	22.99
Cake Decorator	12.64	13.61	14.58	15.56	16.53	17.51	18.48	19.45	20.43
Produce Supervisor	13.24	14.46	15.68	16.89	18.11	19.33	20.54	21.76	22.99
Meatcutter	13.24	14.46	15.68	16.89	18.11	19.33	20.54	21.76	22.99
Baker	13.24	14.46	15.68	16.89	18.11	19.33	20.54	21.76	22.99
Pharmacy Technician	25.66	26.62	27.57	28.53	29.49	30.44	31.40	32.36	33.31
Cook	12.04	12.74	13.44	14.14	14.84	15.54	16.24	16.94	17.64
Cafeteria Clerk	12.04	12.63	13.21	13.80	14.39	14.97	15.56	16.15	16.73
File Maintenance	12.64	13.61	14.58	15.56	16.53	17.51	18.48	19.45	20.43
<b>CONSUMER DIVISION</b>									
Clerk I (Clerk, Cashier)	12.04	12.80	13.56	14.34	15.10	15.86	16.64	17.40	18.16
Clerk II (Supervisor)	12.64	13.61	14.58	15.56	16.53	17.51	18.48	19.45	20.43
Service Clerk I	12.04	12.80	13.56	14.34	15.10	15.86	16.64	17.40	18.16
Service Clerk II (Supervisor)	12.64	13.61	14.58	15.56	16.53	17.51	18.48	19.45	20.43
Yard Attendant I	12.04	12.80	13.56	14.34	15.10	15.86	16.64	17.40	18.16

Dec16, 2018 – Dec 14, 2019 YEAR 1									
	FIRST	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER
	3 MONS	3 MONS	9 MONS	15 MONS	21 MONS	27 MONS	30 MONS	33 MONS	36 MONS
		520	1560	2600	3640	4680	5200	5720	6240
Yard Attendant II <b>(Supervisor)</b>	12.64	13.61	14.58	15.56	16.53	17.51	18.48	19.45	20.43
Yard Attendant III (Lumber Yard <b>Foreperson Supervisor)</b>	13.24	14.46	15.68	16.89	18.11	19.33	20.54	21.76	22.99
Project Sales Clerk	13.24	14.46	15.68	16.89	18.11	19.33	20.54	21.76	22.99
File Maintenance	12.64	13.61	14.58	15.56	16.53	17.51	18.48	19.45	20.43
Driver	12.64	13.53	14.43	15.32	16.22	17.10	18.00	18.89	19.79
<b>AGRO DIVISION</b>									
Clerk I	12.04	12.80	13.56	14.34	15.10	15.86	16.64	17.40	18.16
Clerk II <b>(Supervisor)</b>	12.64	13.61	14.58	15.56	16.53	17.51	18.48	19.45	20.43
Driver Salesman	21.59	22.94	24.30	25.65	27.00	28.36			
<b>C-STORE DIVISION</b>									
<b>Liquor Clerk I (Clerk, Cashier)</b>	12.04	12.87	13.71	14.54	15.36	16.20	17.03	17.87	18.70
<b>Liquor Clerk II (Supervisor)</b>	12.64	13.61	14.58	15.56	16.53	17.51	18.48	19.45	20.43
Attendant I	12.04	12.80	13.56	14.34	15.10	15.86	16.64	17.40	18.16
Attendant II <b>(Supervisor)</b>	12.64	13.61	14.58	15.56	16.53	17.51	18.48	19.45	20.43
File Maintenance	12.64	13.61	14.58	15.56	16.53	17.51	18.48	19.45	20.43
	Start	520 HRS	1040 HRS	1560 HRS					
<b>Students</b>	10.75	11.00	11.50	12.00					
	First 3 months	After 3 months							
<b>Maintenance Supervisor</b>	19.30	20.43							

Dec 15, 2019 – Dec 26, 2020 YEAR 2									
	FIRST	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER
	3 MONS	3 MONS	9 MONS	15 MONS	21 MONS	27 MONS	30 MONS	33 MONS	36 MONS
		520	1560	2600	3640	4680	5200	5720	6240
<b>ADMINISTRATION</b>									
Office Clerk I	12.25	13.02	13.80	14.59	15.36	16.14	16.93	17.70	18.48
Office Clerk II (Supervisor)	12.86	13.85	14.84	15.83	16.82	17.82	18.80	19.79	20.79
IT Administrator	13.47	14.71	15.95	17.19	18.43	19.67	20.90	22.14	23.39
Maintenance I	12.25	13.10	13.95	14.79	15.63	16.48	17.33	18.18	19.03
Maintenance II	13.47	14.71	15.95	17.19	18.43	19.67	20.90	22.14	23.39
<b>FOOD DIVISION</b>									
Clerk I (Clerk, Cashier)	12.25	13.10	13.95	14.79	15.63	16.48	17.33	18.18	19.03
Clerk II (Supervisor)	12.86	13.85	14.84	15.83	16.82	17.82	18.80	19.79	20.79
Clerk III (Head Cashier) (Cashier Supervisor)	13.47	14.71	15.95	17.19	18.43	19.67	20.90	22.14	23.39
Cake Decorator	12.86	13.85	14.84	15.83	16.82	17.82	18.80	19.79	20.79
Produce Supervisor	13.47	14.71	15.95	17.19	18.43	19.67	20.90	22.14	23.39
Meatcutter	13.47	14.71	15.95	17.19	18.43	19.67	20.90	22.14	23.39
Baker	13.47	14.71	15.95	17.19	18.43	19.67	20.90	22.14	23.39
Pharmacy Technician	26.11	27.09	28.05	29.03	30.01	30.97	31.95	32.93	33.89
Cook	12.25	12.96	13.68	14.39	15.10	15.81	16.52	17.24	17.95
Cafeteria Clerk	12.25	12.85	13.44	14.04	14.64	15.23	15.83	16.43	17.02
File Maintenance	12.86	13.85	14.84	15.83	16.82	17.82	18.80	19.79	20.79
<b>CONSUMER DIVISION</b>									
Clerk I (Clerk, Cashier)	12.25	13.02	13.80	14.59	15.36	16.14	16.93	17.70	18.48
Clerk II (Supervisor)	12.86	13.85	14.84	15.83	16.82	17.82	18.80	19.79	20.79
Service Clerk I	12.25	13.02	13.80	14.59	15.36	16.14	16.93	17.70	18.48
Service Clerk II (Supervisor)	12.86	13.85	14.84	15.83	16.82	17.82	18.80	19.79	20.79
Yard Attendant I	12.25	13.02	13.80	14.59	15.36	16.14	16.93	17.70	18.48



Dec 15, 2019 - Dec 26, 2020 YEAR 2									
	FIRST	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER
	3 MONS	3 MONS	9 MONS	15 MONS	21 MONS	27 MONS	30 MONS	33 MONS	36 MONS
		520	1560	2600	3640	4680	5200	5720	6240
Yard Attendant II (Supervisor)	12.86	13.85	14.84	15.83	16.82	17.82	18.80	19.79	20.79
Yard Attendant III (Lumber Yard Foreperson Supervisor)	13.47	14.71	15.95	17.19	18.43	19.67	20.90	22.14	23.39
Project Sales Clerk	13.47	14.71	15.95	17.19	18.43	19.67	20.90	22.14	23.39
File Maintenance	12.86	13.85	14.84	15.83	16.82	17.82	18.80	19.79	20.79
Driver	12.86	13.77	14.68	15.59	16.50	17.40	18.32	19.22	20.14
<b>AGRO DIVISION</b>									
Clerk I	12.25	13.02	13.80	14.59	15.36	16.14	16.93	17.70	18.48
Clerk II (Supervisor)	12.86	13.85	14.84	15.83	16.82	17.82	18.80	19.79	20.79
Driver Salesman	21.97	23.34	24.73	26.10	27.47	28.86			
<b>C-STORE DIVISION</b>									
Liquor Clerk I (Clerk, Cashier)	12.25	13.10	13.95	14.79	15.63	16.48	17.33	18.18	19.03
Liquor Clerk II (Supervisor)	12.86	13.85	14.84	15.83	16.82	17.82	18.80	19.79	20.79
Attendant I	12.25	13.02	13.80	14.59	15.36	16.14	16.93	17.70	18.48
Attendant II (Supervisor)	12.86	13.85	14.84	15.83	16.82	17.82	18.80	19.79	20.79
File Maintenance	12.86	13.85	14.84	15.83	16.82	17.82	18.80	19.79	20.79
	Start	520 HRS	1040 HRS	1560 HRS					
Students (up to day prior to ratification date, Jan 20, 2020)	10.75	11.00	11.50	12.00					
Students (effective ratification date of Jan 21, 2020)	11.57	11.82	12.07	12.50					
	First 3 months	After 3 months							
Maintenance Supervisor	19.64	20.79							

Dec 27, 2020 – Dec 25, 2021 YEAR 3									
	FIRST	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER
	3 MONS	3 MONS	9 MONS	15 MONS	21 MONS	27 MONS	30 MONS	33 MONS	36 MONS
		520	1560	2600	3640	4680	5200	5720	6240
<b>ADMINISTRATION</b>									
Office Clerk I	12.46	13.25	14.04	14.85	15.63	16.42	17.23	18.01	18.80
Office Clerk II (Supervisor)	13.09	14.09	15.10	16.11	17.11	18.13	19.13	20.14	21.15
IT Administrator	13.71	14.97	16.23	17.49	18.75	20.01	21.27	22.53	23.80
Maintenance I	12.46	13.33	14.19	15.05	15.90	16.77	17.63	18.50	19.36
Maintenance II	13.71	14.97	16.23	17.49	18.75	20.01	21.27	22.53	23.80
<b>FOOD DIVISION</b>									
Clerk I (Clerk, Cashier)	12.46	13.33	14.19	15.05	15.90	16.77	17.63	18.50	19.36
Clerk II (Supervisor)	13.09	14.09	15.10	16.11	17.11	18.13	19.13	20.14	21.15
Clerk III (Head Cashier) (Cashier Supervisor)	13.71	14.97	16.23	17.49	18.75	20.01	21.27	22.53	23.80
Cake Decorator	13.09	14.09	15.10	16.11	17.11	18.13	19.13	20.14	21.15
Produce Supervisor	13.71	14.97	16.23	17.49	18.75	20.01	21.27	22.53	23.80
Meatcutter	13.71	14.97	16.23	17.49	18.75	20.01	21.27	22.53	23.80
Baker	13.71	14.97	16.23	17.49	18.75	20.01	21.27	22.53	23.80
Pharmacy Technician	26.57	27.56	28.54	29.54	30.54	31.51	32.51	33.51	34.48
Cook	12.46	13.19	13.92	14.64	15.36	16.09	16.81	17.54	18.26
Cafeteria Clerk	12.46	13.07	13.68	14.29	14.90	15.50	16.11	16.72	17.32
File Maintenance	13.09	14.09	15.10	16.11	17.11	18.13	19.13	20.14	21.15
<b>CONSUMER DIVISION</b>									
Clerk I (Clerk, Cashier)	12.46	13.25	14.04	14.85	15.63	16.42	17.23	18.01	18.80
Clerk II (Supervisor)	13.09	14.09	15.10	16.11	17.11	18.13	19.13	20.14	21.15
Service Clerk I	12.46	13.25	14.04	14.85	15.63	16.42	17.23	18.01	18.80
Service Clerk II (Supervisor)	13.09	14.09	15.10	16.11	17.11	18.13	19.13	20.14	21.15
Yard Attendant I	12.46	13.25	14.04	14.85	15.63	16.42	17.23	18.01	18.80

Dec 27, 2020 - Dec 25, 2021 YEAR 3									
	FIRST	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER
	3 MONS	3 MONS	9 MONS	15 MONS	21 MONS	27 MONS	30 MONS	33 MONS	36 MONS
		520	1560	2600	3640	4680	5200	5720	6240
Yard Attendant II <b>(Supervisor)</b>	13.09	14.09	15.10	16.11	17.11	18.13	19.13	20.14	21.15
Yard Attendant III (Lumber Yard <b>Foreperson Supervisor</b> )	13.71	14.97	16.23	17.49	18.75	20.01	21.27	22.53	23.80
Project Sales Clerk	13.71	14.97	16.23	17.49	18.75	20.01	21.27	22.53	23.80
File Maintenance	13.09	14.09	15.10	16.11	17.11	18.13	19.13	20.14	21.15
Driver	13.09	14.01	14.94	15.86	16.79	17.70	18.64	19.56	20.49
<b>AGRO DIVISION</b>									
Clerk I	12.46	13.25	14.04	14.85	15.63	16.42	17.23	18.01	18.80
Clerk II <b>(Supervisor)</b>	13.09	14.09	15.10	16.11	17.11	18.13	19.13	20.14	21.15
Driver Salesman	22.35	23.75	25.16	26.56	27.95	29.37			
<b>C-STORE DIVISION</b>									
<b>Liquor Clerk I (Clerk, Cashier)</b>	12.46	13.33	14.19	15.05	15.90	16.77	17.63	18.50	19.36
<b>Liquor Clerk II (Supervisor)</b>	13.09	14.09	15.10	16.11	17.11	18.13	19.13	20.14	21.15
Attendant I	12.46	13.25	14.04	14.85	15.63	16.42	17.23	18.01	18.80
Attendant II <b>(Supervisor)</b>	13.09	14.09	15.10	16.11	17.11	18.13	19.13	20.14	21.15
File Maintenance	13.09	14.09	15.10	16.11	17.11	18.13	19.13	20.14	21.15
	Start	520 HRS	1040 HRS	1560 HRS					
<b>Students</b>	11.57	11.82	12.07	12.50					
	First 3 months	After 3 months							
<b>Maintenance Supervisor</b>	19.98	21.15							

Dec 26, 2021 - Dec 24, 2022 YEAR 4									
	FIRST	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER
	3 MONS	3 MONS	9 MONS	15 MONS	21 MONS	27 MONS	30 MONS	33 MONS	36 MONS
		520	1560	2600	3640	4680	5200	5720	6240
<b>ADMINISTRATION</b>									
Office Clerk I	12.68	13.48	14.29	15.11	15.90	16.71	17.53	18.33	19.13
Office Clerk II (Supervisor)	13.32	14.34	15.36	16.39	17.41	18.45	19.46	20.49	21.52
IT Administrator	13.95	15.23	16.51	17.80	19.08	20.36	21.64	22.92	24.22
Maintenance I	12.68	13.56	14.44	15.31	16.18	17.06	17.94	18.82	19.70
Maintenance II	13.95	15.23	16.51	17.80	19.08	20.36	21.64	22.92	24.22
<b>FOOD DIVISION</b>									
Clerk I (Clerk, Cashier)	12.68	13.56	14.44	15.31	16.18	17.06	17.94	18.82	19.70
Clerk II (Supervisor)	13.32	14.34	15.36	16.39	17.41	18.45	19.46	20.49	21.52
Clerk III (Head Cashier) (Cashier Supervisor)	13.95	15.23	16.51	17.80	19.08	20.36	21.64	22.92	24.22
Cake Decorator	13.32	14.34	15.36	16.39	17.41	18.45	19.46	20.49	21.52
Produce Supervisor	13.95	15.23	16.51	17.80	19.08	20.36	21.64	22.92	24.22
Meatcutter	13.95	15.23	16.51	17.80	19.08	20.36	21.64	22.92	24.22
Baker	13.95	15.23	16.51	17.80	19.08	20.36	21.64	22.92	24.22
Pharmacy Technician	27.03	28.04	29.04	30.06	31.07	32.06	33.08	34.10	35.08
Cook	12.68	13.42	14.16	14.90	15.63	16.37	17.10	17.85	18.58
Cafeteria Clerk	12.68	13.30	13.92	14.54	15.16	15.77	16.39	17.01	17.62
File Maintenance	13.32	14.34	15.36	16.39	17.41	18.45	19.46	20.49	21.52
<b>CONSUMER DIVISION</b>									
Clerk I (Clerk, Cashier)	12.68	13.48	14.29	15.11	15.90	16.71	17.53	18.33	19.13
Clerk II (Supervisor)	13.32	14.34	15.36	16.39	17.41	18.45	19.46	20.49	21.52
Service Clerk I	12.68	13.48	14.29	15.11	15.90	16.71	17.53	18.33	19.13
Service Clerk II (Supervisor)	13.32	14.34	15.36	16.39	17.41	18.45	19.46	20.49	21.52
Yard Attendant I	12.68	13.48	14.29	15.11	15.90	16.71	17.53	18.33	19.13

Dec 26, 2021 - Dec 24, 2022 YEAR 4									
	FIRST	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER
	3 MONS	3 MONS	9 MONS	15 MONS	21 MONS	27 MONS	30 MONS	33 MONS	36 MONS
		520	1560	2600	3640	4680	5200	5720	6240
Yard Attendant II <b>(Supervisor)</b>	13.32	14.34	15.36	16.39	17.41	18.45	19.46	20.49	21.52
Yard Attendant III (Lumber Yard <b>Foreperson Supervisor)</b>	13.95	15.23	16.51	17.80	19.08	20.36	21.64	22.92	24.22
Project Sales Clerk	13.95	15.23	16.51	17.80	19.08	20.36	21.64	22.92	24.22
File Maintenance	13.32	14.34	15.36	16.39	17.41	18.45	19.46	20.49	21.52
Driver	13.32	14.26	15.20	16.14	17.08	18.01	18.97	19.90	20.85
<b>AGRO DIVISION</b>									
Clerk I	12.68	13.48	14.29	15.11	15.90	16.71	17.53	18.33	19.13
Clerk II <b>(Supervisor)</b>	13.32	14.34	15.36	16.39	17.41	18.45	19.46	20.49	21.52
Driver Salesman	22.74	24.17	25.60	27.02	28.44	29.88			
<b>C-STORE DIVISION</b>									
<b>Liquor Clerk I (Clerk, Cashier)</b>	12.68	13.56	14.44	15.31	16.18	17.06	17.94	18.82	19.70
<b>Liquor Clerk II (Supervisor)</b>	13.32	14.34	15.36	16.39	17.41	18.45	19.46	20.49	21.52
Attendant I	12.68	13.48	14.29	15.11	15.90	16.71	17.53	18.33	19.13
Attendant II <b>(Supervisor)</b>	13.32	14.34	15.36	16.39	17.41	18.45	19.46	20.49	21.52
File Maintenance	13.32	14.34	15.36	16.39	17.41	18.45	19.46	20.49	21.52
	Start	520 HRS	1040 HRS	1560 HRS					
<b>Students</b>	11.57	11.82	12.07	12.50					
	First 3 months	After 3 months							
<b>Maintenance Supervisor</b>	20.33	21.52							

**APPENDIX "B"**

This Appendix shall apply to part-time and regular part-time employees:

1. Part-time employees shall acquire seniority for the purpose of applying the wage appendix.
2. It is agreed for the purpose of applying the wage appendix in respect to part-time employees, 520 or 1040 hours of work as the case may be, 1040 hours shall be equal to six (6) months of service and 520 hours shall be equal to three (3) months of service.
3. Part-time employees who have worked an accumulated period of 520 hours or more will be deemed to have seniority for the purpose of call-ins, and they shall be called to work on the basis of seniority subject to availability and providing the employee has the merit and ability to handle the work to be performed. This provision shall apply on a departmental basis only.

Part-time employees (except students) who work an average of more than twenty-four (24) hours per week over a period of thirteen (13) weeks shall be eligible to receive the same insured benefits as a full-time employee in accordance with the Bylaws of the Plan.

Part-time employees (except Students) who work an average of more than fifteen (15) hours per week but less than twenty-four (24) hours per week over a period of thirteen (13) weeks shall be entitled to a reduced package of benefits in accordance with the Bylaws of the Plan.

4. Part-time employees shall be on probation for an accumulative period of 520 hours during which time they may be laid off or dismissed without reference to seniority. Upon completion of the probationary period, such employees shall be credited with 520 hours and their seniority shall be established, thereafter, the employees shall accumulate seniority credits on the basis of hours worked.
5. Part-time employees' hours of work shall be scheduled and they shall be called to work on the basis of seniority subject to availability and providing the employee has the merit and ability to handle the work to be performed. The provision shall apply on a departmental basis only in the classification into which they have been hired or otherwise placed.
6. Any employee who has been employed as a full-time employee and later becomes a regular part-time employee shall be credited with all sick leave credit accumulated during his employment as a full-time employee and shall receive sick leave benefits accordingly.
7. All part-time employees shall accumulate sick leave pay on the basis of one and one-quarter (1 1/4) days for every one hundred and seventy-three (173) hours worked. Sick pay benefits shall apply only for absence from scheduled work.

8. Any employee who has been employed as a full-time employee and later becomes a regular part-time employee shall have the right to elect and be eligible for participating in the

Superannuation and Group Insurance Plan. The Co-operative shall pay the same percentage of employee's earnings towards the Superannuation Plan as it pays in the case of full-time employees.

Part-time employees shall participate in the Co-op Superannuation Plan subject to the regulations and by-laws of the Plan. Part-time employees shall participate in the Group Life Insurance Plan subject to the regulations of the Plan.

If an employee's weekly hours should drop below an average of twenty-four (24) hours of work per week in any nine (9) consecutive week period, the employee may be dropped from the benefits contained in this clause at the discretion of the Co-operative.

9. Part-time employees shall be eligible only for those benefits as outlined in items 7, 8 and 9.
10. All part-time employees will accumulate and receive their vacation pay in the same manner as full-time employees based on the hours accumulated during the previous vacation year (May 1<sup>st</sup> - April 30<sup>th</sup>).

If a vacation is not taken prior to April 30<sup>th</sup> of each year, the employee's vacation shall not be forfeited. Vacations shall be granted between May 1<sup>st</sup> and October 31<sup>st</sup>, unless otherwise mutually agreed upon between the Co-operative and the employee.

11. Part-time employees working three (3) hours or more shall be granted one (1) fifteen (15)-minute rest period. An employee working seven (7) hours or more shall be granted a second fifteen (15)-minute rest period.

**LETTER OF AGREEMENT #1**

**BETWEEN:**

**DISCOVERY CO-OPERATIVE LIMITED**

**AND:**

**THE SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE  
AND DEPARTMENT STORE UNION, LOCAL 544**

**Re: In-scope Supervisory Positions**

The Parties agree that no in-scope supervisory positions or those with supervisory duties will be removed from the bargaining unit unless negotiated otherwise.

Signed this 19 day of August, 2020.

**SIGNED ON BEHALF OF  
DISCOVERY CO-OPERATIVE  
LIMITED**

**SIGNED ON BEHALF OF THE  
JOINT BOARD, RETAIL,  
WHOLESALE AND DEPARTMENT  
STORE UNION, LOCAL 544**

“Mike Nord”  
Mike Nord

“Matthew Livingston”  
Matthew Livingston

“Shawn Adair”  
Shawn Adair

“Kathy Wohlberg”  
Kathy Wohlberg

“Jana Blais”  
Jana Blais

“Donna Corbeil”  
Donna Corbeil

“Michelle Petterson”  
Michelle Petterson

“Hali Nahirney”  
Hali Nahirney

“Jerry Burnett”  
Jerry Burnett

“Trevor Miller”  
Trevor Miller, Representative



**LETTER OF AGREEMENT #2**

**BETWEEN:**

**DISCOVERY CO-OPERATIVE LIMITED**

**AND:**

**THE SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE  
AND DEPARTMENT STORE UNION, LOCAL 544**

**Re: Scheduling of Overtime**

**The Union and the Co-operative agree that a “day” shall be considered as a calendar day and not a twenty-four (24) hour period in regards to scheduling and when overtime is payable.**

Signed this 19 day of August, 2020.

**SIGNED ON BEHALF OF  
DISCOVERY CO-OPERATIVE  
LIMITED**

“Mike Nord”  
Mike Nord

“Shawn Adair”  
Shawn Adair

“Jana Blais”  
Jana Blais

“Michelle Petterson”  
Michelle Petterson

**SIGNED ON BEHALF OF THE  
JOINT BOARD, RETAIL,  
WHOLESALE AND DEPARTMENT  
STORE UNION, LOCAL 544**

“Matthew Livingston”  
Matthew Livingston

“Kathy Wohlberg”  
Kathy Wohlberg

“Donna Corbeil”  
Donna Corbeil

“Hali Nahirney”  
Hali Nahirney

“Jerry Burnett”  
Jerry Burnett

“Trevor Miller”  
Trevor Miller, Representative

**LETTER OF AGREEMENT #3**

**BETWEEN:**

**DISCOVERY CO-OPERATIVE LIMITED**

**AND:**

**THE SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE  
AND DEPARTMENT STORE UNION, LOCAL 544**

**Re: Overtime Bank**

**The Discovery Co-op and its driver salesman agree that the following stated terms shall address overtime work of the driver salesman. This agreement shall take effect June 17, 2018.**

**The parties understand:**

- **Overtime hours may be banked to a maximum of one hundred and sixty (160) hours per year. Once the banked hours have been used, they cannot be banked again until the following year.**
- **Any employee working overtime hours while having banked one hundred and sixty (160) hours, will receive, on regular payroll, pay at overtime rates as per the CBA.**
- **All hours taken from a bank must be taken during an employee's regularly scheduled work hours, at a time or times agreed to by both parties between November 1 and March 31 each year. The deadline to schedule time off will be by November 31.**
- **Where the parties cannot agree, time off may be scheduled by the employer.**
- **Any time off is paid at the employee's hourly wage at the time at which it was banked.**
- **All time banked during seeding and harvest must be taken before the end of March the following year.**
- **This agreement will not end or be changed, by either party, without giving advance notice in writing. The notice must be at least one "season" in advance (November 30 for the following year).**
- **In the event of a lay off or termination of employment, Discovery Co-op will not substitute banked time for the notice periods required under the Saskatchewan Employment Act.**

Signed this 19 day of August, 2020.

**SIGNED ON BEHALF OF  
DISCOVERY CO-OPERATIVE  
LIMITED**

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“Mike Nord”

Mike Nord

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“Shawn Adair”

Shawn Adair

---

“Jana Blais”

Jana Blais

---

“Michelle Petterson”

Michelle Petterson

---

**SIGNED ON BEHALF OF THE  
JOINT BOARD, RETAIL,  
WHOLESALE AND DEPARTMENT  
STORE UNION, LOCAL 544**

---

“Matthew Livingston”

Matthew Livingston

---

“Kathy Wohlberg”

Kathy Wohlberg

---

“Donna Corbeil”

Donna Corbeil

---

“Hali Nahirney”

Hali Nahirney

---

“Jerry Burnett”

Jerry Burnett

---

“Trevor Miller”

Trevor Miller, Representative