

THIS AGREEMENT made this 15<sup>th</sup> day of May, A.D. 2018

BETWEEN:       FEDERATED CO-OPERATIVES LIMITED

OF THE FIRST PART

AND:            SASKATCHEWAN JOINT BOARD,  
                  RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
                  LOCAL 540

OF THE SECOND PART

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**AGREEMENT**

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Expires: October 31, 2021

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THIS AGREEMENT made this 15<sup>th</sup> day of May A.D., 2018.

BETWEEN: RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 540,  
Regina, Saskatchewan hereinafter referred to as the Union

OF THE FIRST PART

AND: FEDERATED CO-OPERATIVES LIMITED, body corporate incorporated by  
special Act of the Legislature of Saskatchewan, having its Head Office at the City  
of Saskatoon, in the Province of Saskatchewan, hereinafter referred to as the Co-  
operative

OF THE SECOND PART

ARTICLE 1 - PURPOSE

In consideration of the mutual value of joint discussions and negotiations on all matters pertaining to employer-employee relations, the parties hereto agree that the purpose of this Agreement shall be to set forth terms and conditions of employment, relating to rates of pay, hours of work and other working conditions affecting the employees covered by this Agreement and to provide for a means of settling disputes and grievances of such employees.

ARTICLE 2 - RECOGNITION

1. The Co-operative agrees to recognize 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, in any and all matters affecting the relationship between the Co-operative and the employees. The Co-operative also agrees that the Union may have the assistance of a representative of the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union in any negotiations or discussions between the parties to this Agreement.
2. Notwithstanding the above, the Union recognizes that the Co-operative through its Board of Directors reserves the right to direct and control the operations of its business, provided that this right shall not violate or avoid any terms of this Agreement.
3. The Union recognizes the responsibility of its members to faithfully and diligently perform their respective duties for the Co-operative and will, at all times, carry out their individual responsibilities according to the regulations, methods and procedures established by management, subject to the provisions of the Agreement.
4. The Union recognizes the importance of employees to support retail co-operatives, and thereby encourages employees to actively support retail co-operative organizations through membership and purchases of their merchandise and services.

### ARTICLE 3 - MANAGEMENT RIGHTS

1. The management of the Co-operative and the direction of the working force, including the right to plan, direct and control operations; to maintain the discipline and efficiency of the employees and to require employees to observe the Co-operative's rules and regulations; to hire, lay off or to assign employees' working hours; to suspend, transfer, promote, demote, discipline and discharge employees for proper cause, are to be the sole right and function of management.
2. The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The management, therefore, retains all rights not otherwise specifically covered in this Agreement.
3. In exercising the above rights, the Co-operative shall act in good faith and shall not evade or alter any of the specific provisions of this Agreement.

### ARTICLE 4 - SCOPE

This Agreement shall cover all employees of the Regina Region of FCL employed in their places of business in the City of Regina, except the following:

Associate Vice President, Director, Managers, Supervisors, Co-ordinators, Confidential Secretary, Sales Specialists, Advisors, **Drafting Technologists**, and those excluded by the **Saskatchewan Employment Act**.

### ARTICLE 5 - CLARIFICATION OF TERMS

The use in this Agreement:

1. The words he, his or him shall be construed to include the feminine gender unless otherwise stated.
2. The word employee or employees shall mean any person or persons covered by this Agreement.
3. For the purpose of applying appropriate legislation, the word Co-operative will be construed as meaning the Employer.

### ARTICLE 6 - UNION EMPLOYEE SECURITY

1. Every employee who is now, or hereafter becomes a member of the Union shall maintain his/her 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) calendar days of this date and shall

maintain his/her membership in the Union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his/her membership in the Union shall, as a condition of his/her employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union. The Co-operative agrees to retain in its employ within the bargaining unit as outlined in Article 4 of the Agreement, only members of the Union in good standing.

2. All present employees who are eligible, but not now members of the Union, shall immediately apply for and maintain membership in the Union as a condition of employment.
3. The probationary period for new employees shall be for six (6) continuous months of employment. An employee who has successfully completed his/her probationary period will have his/her seniority date established from the date he/she last commenced employment and shall be considered a permanent employee.
4. The Co-operative has the right, after discussion with the Union, to terminate the employment of any employee who is not insurable under The Crime Insurance section of the insurance policy maintained by the Co-operative.
5. The Co-operative agrees that it will not discriminate against any employee because of Union activity.
6. Employees have the right to have a shop steward present or in the event the shop steward is unavailable, the Chief Shop Steward, or President of the Local Union present, when an employee receives a written reprimand that is to be entered into an employee's file, or during the discussion of an employee's job review under Article 18 (2) or when an employee is suspended or dismissed.
7. Employees shall be provided with copies of letters of reprimand at the time such documents are to be entered into an employee's personnel file.
8. Employees may view their own personnel file in a place designated by the Human Resources Department.
9. The Co-operative agrees that any Letter of Reprimand shall be removed from the employee's personnel file after thirty (30) months from the date of issue except in cases involving violence in the workplace, harassment or major safety violations. This time period of thirty (30) months shall not include periods of lay-off, leave of absence or disciplinary suspensions.

It is understood that should any employee receive a Letter of Reprimand for the same or similar offence during said thirty (30) month period, the employee will then be required to wait a further thirty (30) months before the Letter of Reprimand is removed from his/her personnel file.

ARTICLE 7 - DUES CHECKOFF

1. The Co-operative agrees to deduct Union dues from the wages due to each employee, and to pay same to the person designated by the Union. It is further agreed that initiation fees and assessments of employees shall be deducted and paid in a like manner subject to direction from time to time from the Union. Such deductions shall be accompanied by a list of Union members from whom the deductions have been made **including the number of hours each member has worked in that reporting period.**
2. Employees hired by the Co-operative shall be requested by management to fill in the Union application card on the day other employment documents are filled out.

ARTICLE 8 - SENIORITY

1. Seniority of an employee shall be established from the date an employee last enters the service of the Co-operative.
2. All seniority rights shall be forfeited when:
  - (a) An employee's services are terminated by the Co-operative and he/she is not reinstated;
  - (b) An employee voluntarily leaves the service of the Co-operative;
  - (c) An employee upon recall after layoff fails to report within the limits prescribed in Article 12 - Recalls;
  - (d) An employee has been on continuous layoff from active employment for a period of twelve (12) months.
3. The Co-operative will prepare and post in January of each year a list of the names of all employees showing their job classifications, and seniority standing as to the length of service. In case of a dispute as to authenticity of such lists, the Union shall have access to any necessary personnel records that may be required to establish an employee's seniority status. A copy of the seniority list will be forwarded to the Union office at 1233 Winnipeg Street, Regina, Saskatchewan.
4. Protest with regard to seniority standing must be submitted in writing within thirty (30) calendar days from the date seniority lists are posted. When proof of error is presented by an employee or his/her representative or by the Co-operative, such error will be corrected and when so corrected the agreed-upon seniority date shall be final.
5. If an employee is absent from work without pay because of layoff, he/she shall retain the seniority accumulated during periods of employment only. Seniority will continue to accumulate during leave of absence for a non-industrial accident and extended sick leave.

ARTICLE 9 - PROMOTIONS AND VACANCIES

1. With respect to any new position or vacancies, notice of such positions or vacancies shall be posted in places accessible to all employees. A period of at least seven (7) working days shall be given employees to make applications in writing for all such positions. Vacancies and new positions shall be filled on the basis of merit, ability and seniority; where merit and ability are comparable and sufficient, the senior employee will be selected. Employees who are going to be absent from their place of employment may, prior to their leaving, apply for specific job vacancies that might occur during their absence. The decision to hire an outside applicant for a vacancy will not be made until the posting period for such vacancy has elapsed.
2. No employee shall suffer any reduction in **her/his** position through another employee being transferred into a department for training purposes.
3. An employee having accepted a new position shall be allowed up to three (3) months in which to prove himself/herself capable of filling the position concerned. If such employee does not perform the duties satisfactorily within that time, or the employee within that time decides not to continue in the new position, the employee shall be reverted to the position held just prior to the acceptance of the new position. If it appears to the Co-operative and the Union 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 three (3) months.
4. An employee upon being promoted to a position calling for a higher rate of pay shall be paid at an increment step in the wage range which is higher than his/her previous wage, but in any event the increase shall not be less than fifteen cents (\$0.15) per hour or an amount equal to the next increment due in his/her previous range, whichever is the greater.

ARTICLE 10 - TRANSFERS

No employee can request a transfer from one department or from one position to another based on his/her seniority until he/she has served at least six (6) months in his/her present department or position unless the transfer can be mutually agreed upon by the Union and the Co-operative. The above will be reduced to three (3) months in situations where laid off employees exercise or have exercised bumping rights.

ARTICLE 11 - LAYOFFS

1. When reducing staff, senior employees, ability being sufficient to handle the job to be filled, shall be retained. Employees laid off on account of reduction of staff shall be returned to service in order of seniority, ability being sufficient to handle the job to be filled.

2. Unless mutually agreed between the Co-operative and the Union, employees will not be required to use annual vacations to avoid layoff.

#### ARTICLE 12 - RECALLS

1. When it is necessary for the Co-operative to recall employees, it shall notify the Union and then notify those employees by registered mail addressed to the last known address. The employees concerned shall notify the Co-operative and the Union that they shall return to work within fifteen (15) calendar days of the date of mailing notification. However, if an employee fails to report within fifteen (15) calendar days of mailing such notice and does report within thirty (30) calendar days showing good cause for failing to report within fifteen (15) calendar days, he/she shall then be notified of the next vacancy and his/her seniority shall still be retained. Failure of the employee to reply to recall notice, except in case of recalls for periods of thirty (30) calendar days or less, shall cause all rights to recall to be forfeited.
2. It is agreed that in order for the employees to benefit by the above clause they shall leave their address with the Co-operative and the Union and notify the Co-operative of any changes of address thereafter.

#### ARTICLE 13 - TERMINATION OF EMPLOYMENT

The Co-operative shall give employees other than temporary employees, written notice, or pay in lieu of notice, in case of layoff or discharge except for just cause as follows:

- (a) After three (3) months' service and up to one (1) year's service - one (1) week's written notice or pay in lieu of notice.
- (b) After one (1) year of service and up to three (3) years' service - two (2) weeks' written notice or pay in lieu of notice.
- (c) After three (3) years' service and up to five (5) years' service - four (4) weeks' written notice or pay in lieu of notice.
- (d) After five (5) years' service and up to ten (10) years' service - six (6) weeks' written notice or pay in lieu of notice.
- (e) After ten (10) years' service - eight (8) weeks' written notice or pay in lieu of notice.

For the purposes of this Article, pay in lieu of notice shall be at regular rates, exclusive of overtime.



ARTICLE 14 - GRIEVANCE PROCEDURE

1. (a) 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.
- (b) The Union agrees not to call a meeting of its members who are employees of the Co-operative during any hours which will interfere with the normal operations of the Co-operative.
2. (a) Notwithstanding the provision **below**, employees are encouraged by the Co-operative and the Union to first discuss their complaint with their immediate management supervisor.
- (b) An employee who feels that he/she has been unfairly treated must take up his/her complaint with the Shop Steward or member of the Grievance Committee within fourteen (14) calendar days of the event giving rise to such complaint and together they shall discuss the complaint with a member of the Human Resources Department and the immediate management supervisor who must render a decision within three (3) working days.
- (c) If a satisfactory settlement cannot be reached under Clause 2 (a), then the complaint becomes a grievance and must be dealt with through the Grievance Committee and submitted in writing within three (3) working days to the Department Manager concerned, who must render a decision in writing within three (3) working days or any longer period which may be mutually agreed upon.
- (d) If a satisfactory settlement cannot be reached under Clause 2 (b), then the grievance shall be dealt with through the Grievance Committee and submitted in writing within fifteen (15) calendar days to the Home Office Labour Relations Manager of the Co-operative who must render a decision within seven (7) calendar days or any longer period which may be mutually agreed upon.
- (e) If a satisfactory settlement cannot be reached under Clause 2 (c) then upon request of either party within seven (7) calendar days, the matter may be referred to an arbitrator established by Article 15.
- (f) The Co-operative agrees to accept a grievance as being valid when the Union brings forth a grievance in situations where the employee feels he/she is wronged but does not wish to file a grievance for various reasons.
- (g) **In the event of a dismissal or suspension exceeding three (3) working days, the grievance procedure will commence at Section 2(d).**

3. After the completion of any step in Section 2 of Article 14, if the aggrieved party does not proceed to the next step within fourteen (14) calendar days, or any longer period that may be mutually agreed upon, the grievance shall lapse.
4. All negotiations with regard to grievances shall be dealt with during working hours and no employee or employees representing the Union shall suffer loss of pay by reason of time spent investigating grievances or in discussion of same with representatives of the Co-operative.

Notwithstanding the previous paragraph, any grievance which has been outstanding for more than three (3) months since the date the grievance was filed, shall be forfeited and waived, unless an Arbitrator has been named and appointed in accordance with Article 15 and the date of the hearing has been set by the Arbitrator.

#### ARTICLE 15 – ARBITRATOR

1. Any grievance presented under Article 14 of this Agreement that cannot be settled by representatives of the Co-operative and the Union may be submitted to an Arbitrator at the request of either party.
2. The parties shall select a mutually acceptable person to act as an Arbitrator. If agreement cannot be reached in respect to the appointment of an Arbitrator within seven (7) calendar days or a longer period mutually agreed upon, the parties shall then refer the matter to the Minister of Labour who shall appoint an Arbitrator.
3. Grievances taken before an Arbitrator shall be submitted in writing and shall specify clearly the nature of the grievance.
4. An Arbitrator selected pursuant to this Article shall meet with and hear evidence from representatives of the Co-operative and the Union, and he/she shall then render a decision in writing which shall be final and binding on both parties to this Agreement. It is distinctly understood that the Arbitrator is not vested with the power to change, modify or alter this Agreement in any of its parts, but may only interpret the provisions of this Agreement on all arbitrable matters.
5. The expenses and remuneration of the Arbitrator shall be borne equally by the Co-operative and the Union.

#### ARTICLE 16 - EMPLOYEE BENEFITS

##### Section 1 - Superannuation

An employee shall become a member of the Co-operative Superannuation Society Pension Plan (CSS Pension Plan) after two (2) years of employment. Employees will have the option at the time of hire to elect to join the CSS Pension Plan after one (1) year of employment.

**The level of contribution to CSS shall be 6% of earnings. It is understood that the employee's contribution shall equal the Co-operative's contribution. It is further understood that the Co-operative's rate of contribution shall not be decreased below the rate of contribution identified above.**

**If changes are required, a joint committee from the Co-operative and the Union will be established to study the question of pensions and negotiate changes acceptable to both parties.**

Section 2 - Group Life Insurance, Long Term Disability Insurance, Dental Plan and Extended Health Care Plan

Permanent employees shall be covered by the Group Life Insurance, Long Term Disability Insurance, Dental Plan and Extended Health Care Plan, subject to the rules and regulations of the plans. Premiums for the first \$10,000.00 of an employee's group life insurance and premiums for the dental plan will be paid in full by the Co-operative. Premiums for dependent group life insurance will be paid in full by the employee. All other premiums will be 50/50 cost shared.

**Upon accumulation of six months seniority and passing the probationary period of six months, temporary employees shall be eligible for benefits as per Article 16(2) and (3). Qualified temporary employees who are recalled from layoff shall be immediately eligible.**

Section 3 - Sick Leave

- (a) After three (3) months' continuous employment, employees shall acquire sick leave credits on the basis of one and one-quarter (1 1/4) days for each month of service. Credit for three and three-quarter (3 3/4) days' sick leave shall be granted after completion of the three (3) month waiting period. Unused sick leave credits shall be cumulative.

For Employees Hired After December 7, 2003:

After six (6) months' continuous employment, employees shall acquire sick leave credits on the basis of one (1) day for each month of service. Unused sick leave credits shall be cumulative. For employees hired after November 4, 2007, credit for two (2) days sick leave shall be granted after completion of the six (6) month probation period. For employees hired after October 26, 2013, credit for three (3) days sick leave will be granted after completion of the six (6) month probation period.

- (b) An employee who is eligible for sick leave pay, in order to obtain pay for time not worked, must inform his/her immediate management supervisor or his/her designate as soon as possible of his/her absence.
- (c) The Co-operative reserves the right, in the event of application for sick leave to require a medical certificate. The cost of such medical certificate in excess of that paid for under the Saskatchewan Health Services Plan, shall be borne by the Co-operative.

- (d) Sick leave credits, up to a maximum of two (2) days per year, may be used by an employee in respect of a sickness of a spouse or dependent children and parents. Employees will be eligible for such leave provided that:
  - i) The sickness is bona fide. A medical certificate may be requested.
  - ii) The sickness requires the employee to be present personally. It will be the employee's responsibility to indicate the reasons.

Section 4 - Rest Periods

Every employee shall be granted fifteen (15) minute rest periods, one in the forenoon and one in the afternoon.

Section 5 - Notice Boards

The Co-operative agrees to furnish and install notice boards in suitable locations mutually agreed upon by the parties and accessible to the employees for the purpose of posting notices of interest to the Union.

Section 6 - Severance Pay

1. In the event the Co-operative plans technological change, reorganization, department and/or plant closure, partial department and/or plant closure, or a change of methods or facilities, resulting in the reduction of jobs, the Co-operative shall give the Union a minimum of ninety (90) days' written notice of such change where ten (10) or fewer jobs are impacted. If there are more than ten (10) jobs impacted, the Co-operative shall give six (6) months' written notice of such change.
2. The notice referred to in Section 1 above shall be in writing and shall state:
  - (a) The nature of the technological change or reorganization.
  - (b) The date on which the Co-operative proposes to effect the change.
  - (c) The approximate number of classifications of employees likely to be affected by the change.
3. Any employee who is permanently laid off from the Co-operative because of technological change, reorganization, department and/or plant closure, partial department and/or plant closure or a change of methods or facilities shall be entitled to one of the following provisions:

- (a) The employee may choose to avoid a permanent lay off by invoking bumping procedures within the bargaining unit and bump to a classification (or grade level where appropriate) that is equal to or less than the one occupied immediately prior to the introduction of the change. In this event, the employee may elect either salary maintenance for six (6) months or training sufficient to qualify the employee for another position of the employee's choice that is agreed upon by the Co-operative, the Union, and the employee in the same classification (or grade level where appropriate). Should the redundant employee elect the training option, that employee may bump the individual (provided the individual has less seniority) currently in the position for which training has now qualified the redundant employee. It is understood and agreed that the Co-operative, the Union and the employee must mutually agree on the position for which training would be provided;

OR

accept severance pay in an amount equal to one (1) week's pay for each year of completed service up to a maximum of twenty-six (26) weeks. Severance at the above rate will also be paid to any employee whose seniority rights are forfeited under the terms of Article 8.2 (d) of this Agreement.

4. Employees may apply in writing to transfer from this bargaining unit to another of the Co-operative's locations.
5. The Co-operative will maintain its practice of posting Co-operative Retailing System employment opportunities on its bulletin boards.

#### ARTICLE 17 – LEAVE OF ABSENCE

1. One (1) employee, elected or appointed as a full-time representative of the Union, shall be granted leave of absence without pay while so engaged with maintenance of seniority. This leave of absence shall not exceed six (6) months unless it is mutually agreed that a further six (6) months' leave can be granted. Thirty (30) calendar days' notice of application for such leave shall be given to the Co-operative.
2. If any employee is elected or appointed, as an official delegate to attend conventions, business meetings, education courses, conferences or seminars, in connection with the affairs of the Union, he/she shall with due regard for the staff requirements of the Co-operative, on giving the Co-operative at least **ten (10)** working days' notice, be granted leave of absence without pay, to attend such meetings or conventions. The Co-operative reserves the right to limit the number of delegates to three (3) with no more than one (1) from any one (1) department. Requests for such leave shall not be unreasonably withheld by the Co-operative.
3. By mutual agreement, employees shall be granted leave of absence with pay to attend the annual business meetings of the Co-operative Associations to which they belong.

4. Special leave of absence with pay shall be granted in case of pressing emergency. Pressing emergency shall be confined to cases of serious sickness, death or accident to the immediate family of the employee. Immediate family refers to spouse, common-law spouse, children, brother, sister, mother, father, mother-in-law, father-in-law, and children of common-law relationships of the employee. Such leave may not be granted for periods exceeding ten (10) days except by authorization of the Human Resources Manager. One day's paid leave of absence shall be granted to enable employees to attend the funeral of a grandparent, spouse's grandparent, sister-in-law, brother in-law, grandchild, son-in-law, daughter-in-law or step-parent.

This clause will apply only to permanent and permanent part-time employees who work twenty (20) hours or more per week on a regular basis and who have completed the hourly equivalent of a probationary period; e.g. six (6) months equals one thousand and forty (1040) hours.

5. Leave of absence without pay for periods not longer than one day shall only be granted when mutually agreed to by the employee and the Manager concerned.
6. Leave of absence, not exceeding one year, may be granted to an employee to work in a local Co-operative to obtain retail training and experience.
7. 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 three (3) at any one time with no more than one (1) from any one (1) division.
8. Parental Leave - An employee who is currently employed and has been in the employment of the Co-operative for a total of at least **thirteen (13)** weeks 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 without pay. Such leave shall be continuous and shall not exceed:

- In the case of the birth mother, fifty-two (52) weeks;

- In the case of a father or adoptive parents, thirty-seven (37) weeks which must be taken within one year of the birth or adoption of the child.

The employee shall give the Co-operative a minimum of four (4) weeks' notice prior to the start of such leave (prior to the expected birth or adoption of the child). The employee shall be required to submit a certificate from a qualified medical practitioner certifying that the employee/spouse is pregnant and indicating the estimated date of birth or, in the case of adoption, submit proof of impending adoption. The employee shall give the Co-operative a

minimum of four (4) weeks' notice prior to the date he/she intends to resume employment. If the employee returns to work within six (6) weeks of giving birth to the child, she shall be required to submit a medical certificate certifying her to be medically fit to work. Seniority will accumulate during Parental Leave. Benefits, including sick leave, will not accumulate or be paid during Parental Leave. The employee's benefits held before such leave shall be reinstated upon his/her return to work. The Co-operative's obligation to guarantee employment shall cease if the employee is unable to return to work within the respective thirty-seven (37) or fifty-two (52) week period.

Upon the completion of the Parental Leave, the employee has the right to return to his/her employment at the same rate (step) of pay, and under similar terms and conditions as before, but not necessarily the same job.

Any female employee who works with a visual display terminal will have the option of taking Parental Leave immediately upon finding out that she is pregnant and maintain the right to return to work up to fifty-two (52) weeks after the birth of the child.

9. The maintenance of employee benefit plans during a leave of absence in excess of two (2) weeks, for which there is no pay, shall be conditional upon bylaws of the plans concerned and upon payment of the full cost by the employee.
10. The Co-operative will recognize a Union negotiating committee with a maximum of two (2) employees who shall be granted leave of absence for the purpose of collective bargaining with the Co-operative. In selecting such a negotiating committee, the Union shall have due regard for the staffing requirements of the Co-operative. One (1) member of the committee shall suffer no loss of pay for time spent in negotiations with the Co-operative. Leave of absence for bargaining for the other committee member shall be provided without pay.

#### ARTICLE 18 – STATUTORY HOLIDAYS AND SUNDAYS

1. The following days shall be observed as holidays, without deduction of pay therefore:

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

and any other Civic or Provincial or nationally-proclaimed holidays. For the purpose of this Agreement, Boxing Day shall be considered a Statutory Holiday.

2. The above holidays shall be observed on days other than calendar date when so proclaimed by the Federal, Provincial or Civic authorities.

3. When an employee works on a holiday, other than a Civic holiday, he/she shall be paid one (1) day's pay at his/her regular rate of wages, and in addition one and one-half (1½) times his/her regular rate of wages for every hour or part of an hour during which he/she works on such holidays.
4. An employee required to work on a Civic holiday shall be entitled to an equivalent leave of absence with pay in lieu of said holiday. Such leave shall be arranged by mutual agreement between the employee and the Co-operative provided that, if such equivalent leave of absence with pay cannot be granted or secured within thirty (30) calendar days following said holiday, such employee shall be paid at double the regular rate for the time worked on the holiday.
5. All employees shall be paid double the regular rate for all work performed on Sundays unless Sunday is part of an employee's regular work week, in which case double the regular rate shall be paid for work on the employee's regularly assigned day of rest.
6. Every employee shall be guaranteed one (1) day's rest in seven (7).
7. Where a holiday falls on an employee's regularly assigned day of rest and he/she does not work on such day of rest, the following day will be observed as the paid holiday. In a five (5) day week, the day of rest referred to is the second day off.

Should any holiday fall on an employee's scheduled day off other than his/her day of rest, the Co-operative shall have the option of granting eight (8) hours additional pay or a day off with pay. In the latter event, the day off shall be mutually agreed between the Co-operative and the employee within thirty (30) calendar days following the holiday.

#### ARTICLE 19 – ANNUAL VACATION

1. Vacations shall be granted between May 1 and November 1 unless otherwise mutually agreed to by the employee, the Co-operative and the Union. The annual vacation cutoff date is April 30.
2. Vacations with pay at regular rates shall be granted on the following basis:
  - (a) Three (3) weeks after one (1) years service and each subsequent year of service, up to eight (8) years of service.
  - (b) Four (4) weeks after eight (8) years service and each subsequent year of service up to thirteen (13) years of service.
  - (c) Five (5) weeks after thirteen (13) years service and after each subsequent year of service up to eighteen (18) years of service.



- (d) Six (6) weeks after eighteen (18) years service and after each subsequent year of service up to twenty-three (23) years of service.
  - (e) Seven (7) weeks after twenty-three (23) years of service and after each subsequent year of service.
  - (f) Employees becoming eligible for four (4) or five (5) or six (6) or seven (7) weeks vacation shall have a three (3) or four (4) or five (5) or six (6) week vacation plus one-half (1/2) day per month of service prior to April 30, up to a maximum of five (5) working days.
  - (g) In the event of an employee being entitled to more than three (3) weeks vacation, the Co-operative shall have the right to schedule such additional vacation outside of the normal vacation period.
  - (h) If an employee is absent without pay for a period in excess of two (2) weeks in any qualified period, his/her vacation pay shall be computed on the basis of  $\frac{3}{52}$ ,  $\frac{1}{13}$ ,  $\frac{5}{52}$ ,  $\frac{3}{26}$ , or  $\frac{7}{52}$  (whichever is applicable).
3. Employees shall, upon request, receive their vacation pay on a date not less than one (1) working day previous to the date on which their vacations are scheduled to start.
  4. If the employment of an employee is terminated, the Co-operative shall forthwith pay to him/her, in addition to all other amounts due him/her, the applicable fraction ( $\frac{3}{52}$ ,  $\frac{1}{13}$ ,  $\frac{5}{52}$ ,  $\frac{3}{26}$ , or  $\frac{7}{52}$ ) of the total wages earned by him/her during the entire period of his/her employment, but if the employee has been permitted to take an annual vacation at any time during the course of his/her employment, the Co-operative is required to pay him/her only the applicable fraction ( $\frac{3}{52}$ ,  $\frac{1}{13}$ ,  $\frac{5}{52}$ ,  $\frac{3}{26}$ , or  $\frac{7}{52}$ ) of the total wages earned by him/her after the date on which he/she becomes entitled to the last annual vacation which he/she was permitted to take.
  5. Where a holiday falls within an employee's annual vacation, such employee shall be granted an additional day's vacation or pay in lieu of the additional day.
  6. Vacation schedules shall be prepared in advance by the employees on a departmental basis, approved by the Co-operative and posted by the Co-operative in places accessible to the employees.
  7. If an employee is ill or injured during a scheduled vacation, the employee may elect to go on sick leave, in which case the balance of the vacation will be rescheduled. The above will apply from and including the first day of illness or accident, if the employee is hospitalized, or if the employee is ill or disabled for three (3) days or more, but is not hospitalized. The Co-operative may request a medical certificate as proof of illness or accident.

ARTICLE 20 - SAFETY AND HEALTH

1. The Co-operative shall make reasonable provisions for the safety and health of its employees during working hours. The Union may, from time to time, bring to the attention of the Co-operative recommendations for improvements in conditions of work and these recommendations shall be the subject of negotiations between the Co-operative and the Union.
2. The Co-operative and the Union agree to co-ordinate their efforts in the administration of the Co-operative's policy on the treatment of alcoholism/chemical dependency as an illness.
3. The Co-operative and the Union agree to the establishment of Occupational Health and Safety Committees comprised of equal representation from the Co-operative and the employees in accordance with the Occupational Health and Safety Regulations.
4. **In the event an employee becomes incapable of performing their regular duties due to injury, illness or advancing years, the Co-operative and the Union mutually agree to discuss and consider possible accommodation. The parties agree to the concept of "alternate/modified" duties for the purpose of accommodating employees.**

ARTICLE 21 - CLASSIFICATIONS, WAGE RATES AND HOURS OF WORK

1. Job classification and wage rates for such classifications, shall be set out in Schedules A and B, annexed to and forming part of this Agreement. All employees shall be given the rates of pay within the ranges as specified in the schedules attached to this Agreement according to their classifications.
2. Jobs will be reviewed and classified by the Human Resources Department when necessary. Due to significant changes in duties, any employee may request a review of his/her job within the year. The request for a review shall be accompanied by a completed job questionnaire. The results will be made known and discussed with the employee within two (2) months from the date of such formal request. It is agreed that job reclassification will not be used as a means of general salary reduction. Any analysis, if disputed, shall be subject to Section 2 of Article 14 - Grievance Procedure.
3. When an employee's job is reclassified upwards, he/she shall be paid at an increment step in the new wage range which is higher than his/her present wage. In the case where an employee's job is reclassified upwards and there is no significant change in duties, he/she shall be paid at an increment step of the new range corresponding to the increment step of the range of the classification the employee was paid at just prior to reclassification. If an employee is reclassified upwards, any wage adjustment shall take effect on the first day in the next pay period following the date when the review was last requested. If re-classed downwards, the employee will be moved as soon as possible, if qualified, to a job equal to his/her previous level. If he/she is not moved in six (6) months, or has not exercised his/her

seniority rights to obtain another position, merit and ability being sufficient to handle the job, his/her salary will be reduced to the top of the range of the new level.

4. Applicable rates of pay thereto, for any new classifications or new positions that may hereafter be established, shall be subject to negotiation and agreement between the Co-operative and the Union, before the position is posted, and the provisions of Article 9 with respect to the filling of such positions shall apply, a supplementary agreement in writing to be executed in respect of any such positions, a copy to be sent to the Union. However, in the event that the parties are unable to agree upon the rates of pay to be established, the Co-operative may set a temporary rate pending final settlement through the Grievance Procedure provided in Articles 14 and 15 of this Agreement.
5. **The regular hours of work shall be considered to be forty (40) hours per week consisting of five (5) consecutive days of eight (8) hours each from Monday to Friday, except for personnel of departments who work on a shift or rotating shift basis.**

#### ARTICLE 22 - OVERTIME

1. All hours worked in excess of the regular hours of work as set out in **Section 5 of Article 21**, or as agreed to later by negotiations shall be considered overtime and shall be paid at the rate of time and one-half ( $1\frac{1}{2}x$ ) for the first three (3) hours each day and double time ( $2x$ ) thereafter.  
  
When employees are required to travel, the matter of overtime shall be subject to mutual agreement between the Department Manager concerned and the Union Committee.
2. It is recognized that overtime is at times essential and except in cases of pressing emergency, employees requested to work overtime will be given two (2) hours' notice. However, employees will have the right to decline an overtime assignment except in the case of inventory taking.
3. An employee who is not advised prior to leaving work and is called back to work, not continuous with his/her regular working hours, either before or after, shall receive not less than three (3) hours pay at the overtime rate.
4. Any employee who reports for work but who for reason of some breakdown in the plant or for weather conditions is dismissed for the day shall receive pay for not less than one (1) day at his/her normal rate.
5. Employees shall not be required to suspend work during their regular working hours to avoid payment of overtime.
6. An employee who is required to work more than two (2) hours after the end of his/her regular daily shift will be provided with a twelve (\$12.00) dollar meal allowance. **Effective**

**Monday January 29, 2018 the meal allowance will be increased to thirteen (\$13.00) dollars.**

A fifteen (15) minute paid meal period will be given for overtime assignments which are scheduled to exceed two (2) hours.

An additional fifteen (15) minute rest period will be granted provided the overtime assignment exceeds four (4) hours.

7. An employee may choose to bank overtime at overtime rates. The banked time off will be taken at a time mutually agreed upon between the Co-operative and the employee and any unused credits shall be paid out in full by **October 31** of each year.

#### ARTICLE 23 - PAYMENT OF WAGES

1. Pay shall be in accordance with the attached schedule. No employee shall suffer loss of pay upon being promoted to a higher range.
2. Notwithstanding anything in this Agreement to the contrary, any employee now receiving a higher rate than is called for under the terms of this Agreement shall not have such rate reduced during the term of this Agreement.
3. Any employee required to fill temporarily for two (2) consecutive working days or more, a job paying a higher range of pay shall receive not less than ten dollars (\$10.00) per day **and twelve dollars & fifty cents per day (\$12.50) effective Monday January 29, 2018**, in addition to his/her regular pay, provided this would not exceed the top of the higher range, in which case he/she would receive in addition only the difference between his/her regular rate and the top of the higher range. If required temporarily to fill a job paying a lower range of pay, his/her regular range of pay shall not be changed.

An employee required to fill in when the immediate Management Supervisor is absent for two (2) consecutive working days or more, shall be paid extra pay at the rate of fifteen dollars (\$15.00) per day **and seventeen dollars & fifty cents per day (\$17.50) effective Monday January 29, 2018.**

4. Employees shall receive wage increases and increments as set out in Schedule B of this Agreement, unless in the opinion of the Co-operative and the Union such increments are not warranted. Increase dates shall be calculated from the pay period's first day closest to the date an employee assumes a position.
5. The Co-operative shall submit to each employee, on each pay day, an itemized statement of wages indicating rate of pay, specific deductions, overtime, etc.
6. Where a male employee is replaced by a female employee the principle of equal pay for equal work shall apply, regardless of age.

7. (a) The rates of pay upon hiring shall normally be at the minimum of the salary ranges. Notwithstanding the above, the Co-operative may approve a higher rate:
- (i) where the relevant competencies and qualifications of a selected applicant exceed the recruitment requirements for the position; or
  - (ii) for occupations where market reasons warrant, as determined by the Co-operative.
- (b) When the Co-operative approves a salary rate above the minimum pursuant to the above, they will provide to the Union the rate at which it has given such approval and an outline of the qualifications of the person appointed.
- (i) Any employee working in the same occupation and classification level, with the same duties and responsibilities that is being paid at a lower rate in the range, may challenge the appointment. The employee must possess the qualifications equivalent to those of the employee appointed higher in the salary range, and within thirty (30) days, request that the Company review their qualifications and salary. If as a result of review, a salary adjustment is considered to be warranted, the Co-operative shall so authorize.
  - (iii) When market reasons warrant a higher salary rate the Co-operative shall review the qualifications of employees in the same occupation and classification level, with the same duties and responsibilities as the person appointed, and, where necessary, adjust their salary.
- (c) In applying the above provisions, both parties agree that:
- (i) there will be no retroactive monetary adjustment as a result of a review; and
  - (ii) future hires will be evaluated on their relevant competence and qualifications.

#### ARTICLE 24 - JURY AND WITNESS DUTY

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

ARTICLE 25 – UNION REPRESENTATIVE VISITS

An authorized Representative or Executive Officer of the Union shall be permitted, after notifying the Regional Human Resources Manager, to talk with an employee regarding Union matters during regular working hours. The interview of such employee by the Union Representative or Executive Officer shall be carried on in a place provided for and designated by the Co-operative. Time taken for such an interview in excess of five (5) minutes shall not be on Co-operative time.

ARTICLE 26 - DURATION OF AGREEMENT

This Agreement shall be effective **November 1, 2017**, and shall remain in effect until **October 31, 2021**, 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 such Agreement, give notice in writing to the other party to terminate such Agreement or to negotiate a revision thereof, provisions of which shall be forwarded not later than seven (7) days prior to the termination date of such Agreement, and thereupon the Co-operative and the Union agree to forthwith bargain collectively with a view to the renewal or revision of the Agreement or the conclusion of a new Agreement. The parties agree that negotiations with respect to the renewal of this Agreement shall commence not later than twenty-one (21) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed in the day and year first above written.

EXECUTED ON BEHALF OF:

FEDERATED CO-OPERATIVES  
LIMITED

RETAIL, WHOLESALE AND  
DEPARTMENT  
STORE UNION, LOCAL 540

*"Lyle Angus"*

*"Owen Grohs"*

*"Scott Morris"*

*"Jeannine Milos"*

*"Trevor Jones"*

*"Cory Romphf"*

*"Gavin Ranns"*

*"Paul Guillet"*

SCHEDULE A - JOB CLASSIFICATIONS

Level 2

Office Services Clerk, Receptionist

Level 3

Petroleum Facilities Office Clerk

Level 4

Propane Clerk

Level 5

Petroleum Facilities Office Clerk

Level 7

Petroleum Facilities Office Clerk

**SCHEDULE B - WAGE RATES**

**EFFECTIVE NOVEMBER 1, 2017**

	<b>Start</b>	<b>6 Mo.</b>	<b>12 Mo.</b>	<b>18 Mo.</b>	<b>24 Mo.</b>	<b>30 Mo.</b>	<b>36 Mo.</b>	<b>42 Mo.</b>	<b>48 Mo.</b>
<b><u>Facilities, Design and Development</u></b>									
Sr. Petroleum Technician	\$26.11	\$27.47	\$28.83	\$30.19	\$31.54	\$32.90	\$34.26		
Mechanic I	\$23.93	\$25.20	\$26.47	\$27.74	\$29.01	\$30.28	\$31.55		
Mechanic II	\$26.11	\$27.47	\$28.83	\$30.19	\$31.54	\$32.90	\$34.26		
Mechanic III	\$28.28	\$30.46	\$32.63	\$34.81	\$36.99				
Welder I	\$23.93	\$25.11	\$26.29	\$27.48	\$28.65	\$29.83	\$31.01		
Welder II	\$26.11	\$27.37	\$28.64	\$29.91	\$31.18	\$32.45	\$33.72		
Shipper/Receiver I	\$19.58	\$20.41	\$21.24	\$22.08	\$22.91	\$23.74	\$24.57	\$25.41	\$26.24
Shipper/Receiver II	\$20.83	\$21.67	\$22.50	\$23.35	\$24.19	\$25.02	\$25.86	\$26.69	\$27.54
Inventory Clerk	\$18.28	\$19.12	\$19.95	\$20.80	\$21.63	\$22.47	\$23.30	\$24.15	\$24.98
Building Operator	\$20.83	\$21.67	\$22.50	\$23.35	\$24.19	\$25.02	\$25.86	\$26.69	\$27.54
General Labourer	\$17.41								
<b><u>Propane</u></b>									
Driver Sales Person - no ticket	\$22.40	\$24.01	\$25.63	\$27.24	\$28.86				
Driver Sales Person - with ticket	\$25.26	\$27.27	\$29.28	\$31.29	\$33.30				
<b><u>Service Person</u></b>									
Service Technician I	\$22.40	\$24.01	\$25.63	\$27.24	\$28.86				
Service Technician II	\$25.26	\$27.27	\$29.28	\$31.29	\$33.30				
Service Technician III	\$28.70	\$31.58	\$34.45	\$37.32	\$40.19				
<b><u>Office</u></b>									
Level 2	\$15.34	\$16.14	\$16.95	\$17.75	\$18.56	\$19.37	\$20.17	\$20.98	\$21.78
Level 3	\$16.31	\$17.13	\$17.96	\$18.78	\$19.60	\$20.42	\$21.24	\$22.07	\$22.89
Level 4	\$17.56	\$18.40	\$19.24	\$20.09	\$20.94	\$21.78	\$22.62	\$23.47	\$24.31
Level 5	\$18.82	\$19.68	\$20.54	\$21.41	\$22.27	\$23.13	\$23.99	\$24.86	\$25.72
Level 7	\$20.67	\$21.66	\$22.66	\$23.66	\$24.65	\$25.65	\$26.65	\$27.65	\$28.64



**SCHEDULE B - WAGE RATES**

**EFFECTIVE NOVEMBER 4, 2018**

	<b>Start</b>	<b>6 Mo.</b>	<b>12 Mo.</b>	<b>18 Mo.</b>	<b>24 Mo.</b>	<b>30 Mo.</b>	<b>36 Mo.</b>	<b>42 Mo.</b>	<b>48 Mo.</b>
<b><u>Facilities, Design and Development</u></b>									
Sr. Petroleum Technician	\$26.63	\$28.02	\$29.41	\$30.79	\$32.17	\$33.56	\$34.95		
Mechanic I	\$24.41	\$25.70	\$27.00	\$28.29	\$29.59	\$30.89	\$32.18		
Mechanic II	\$26.63	\$28.02	\$29.41	\$30.79	\$32.17	\$33.56	\$34.95		
Mechanic III	\$28.85	\$31.07	\$33.28	\$35.51	\$37.73				
Welder I	\$24.41	\$25.61	\$26.82	\$28.03	\$29.22	\$30.43	\$31.63		
Welder II	\$26.63	\$27.92	\$29.21	\$30.51	\$31.80	\$33.10	\$34.39		
Shipper/Receiver I	\$19.97	\$20.82	\$21.66	\$22.52	\$23.37	\$24.21	\$25.06	\$25.92	\$26.76
Shipper/Receiver II	\$21.25	\$22.10	\$22.95	\$23.82	\$24.67	\$25.52	\$26.38	\$27.22	\$28.09
Inventory Clerk	\$18.65	\$19.50	\$20.35	\$21.22	\$22.06	\$22.92	\$23.77	\$24.63	\$25.48
Building Operator	\$21.25	\$22.10	\$22.95	\$23.82	\$24.67	\$25.52	\$26.38	\$27.22	\$28.09
General Labourer	\$17.76								
<b><u>Propane</u></b>									
Driver Sales Person - no ticket	\$22.85	\$24.49	\$26.14	\$27.78	\$29.44				
Driver Sales Person - with ticket	\$25.77	\$27.82	\$29.87	\$31.92	\$33.97				
<b><u>Service Person</u></b>									
Service Technician I	\$22.85	\$24.49	\$26.14	\$27.78	\$29.44				
Service Technician II	\$25.77	\$27.82	\$29.87	\$31.92	\$33.97				
Service Technician III	\$29.27	\$32.21	\$35.14	\$38.07	\$40.99				
<b><u>Office</u></b>									
Level 2	\$15.65	\$16.46	\$17.29	\$18.11	\$18.93	\$19.76	\$20.57	\$21.40	\$22.22
Level 3	\$16.64	\$17.47	\$18.32	\$19.16	\$19.99	\$20.83	\$21.66	\$22.51	\$23.35
Level 4	\$17.91	\$18.77	\$19.62	\$20.49	\$21.36	\$22.22	\$23.07	\$23.94	\$24.80
Level 5	\$19.20	\$20.07	\$20.95	\$21.84	\$22.72	\$23.59	\$24.47	\$25.36	\$26.23
Level 7	\$21.08	\$22.09	\$23.11	\$24.13	\$25.14	\$26.16	\$27.18	\$28.20	\$29.21

**SCHEDULE B - WAGE RATES**

**EFFECTIVE NOVEMBER 3, 2019**

	<b>Start</b>	<b>6 Mo.</b>	<b>12 Mo.</b>	<b>18 Mo.</b>	<b>24 Mo.</b>	<b>30 Mo.</b>	<b>36 Mo.</b>	<b>42 Mo.</b>	<b>48 Mo.</b>
<b><u>Facilities, Design and Development</u></b>									
Sr. Petroleum Technician	\$27.16	\$28.58	\$30.00	\$31.41	\$32.81	\$34.23	\$35.65		
Mechanic I	\$24.90	\$26.21	\$27.54	\$28.86	\$30.18	\$31.51	\$32.82		
Mechanic II	\$27.16	\$28.58	\$30.00	\$31.41	\$32.81	\$34.23	\$35.65		
Mechanic III	\$29.43	\$31.69	\$33.95	\$36.22	\$38.48				
Welder I	\$24.90	\$26.12	\$27.36	\$28.59	\$29.80	\$31.04	\$32.26		
Welder II	\$27.16	\$28.48	\$29.79	\$31.12	\$32.44	\$33.76	\$35.08		
Shipper/Receiver I	\$20.37	\$21.24	\$22.09	\$22.97	\$23.84	\$24.69	\$25.56	\$26.44	\$27.30
Shipper/Receiver II	\$21.68	\$22.54	\$23.41	\$24.30	\$25.16	\$26.03	\$26.91	\$27.76	\$28.65
Inventory Clerk	\$19.02	\$19.89	\$20.76	\$21.64	\$22.50	\$23.38	\$24.25	\$25.12	\$25.99
Building Operator	\$21.68	\$22.54	\$23.41	\$24.30	\$25.16	\$26.03	\$26.91	\$27.76	\$28.65
General Labourer	\$18.12								
<b><u>Propane</u></b>									
Driver Sales Person - no ticket	\$23.31	\$24.98	\$26.66	\$28.34	\$30.03				
Driver Sales Person - with ticket	\$26.29	\$28.38	\$30.47	\$32.56	\$34.65				
<b><u>Service Person</u></b>									
Service Technician I	\$23.31	\$24.98	\$26.66	\$28.34	\$30.03				
Service Technician II	\$26.29	\$28.38	\$30.47	\$32.56	\$34.65				
Service Technician III	\$29.86	\$32.85	\$35.84	\$38.83	\$41.81				
<b><u>Office</u></b>									
Level 2	\$15.96	\$16.79	\$17.64	\$18.47	\$19.31	\$20.16	\$20.98	\$21.83	\$22.66
Level 3	\$16.97	\$17.82	\$18.69	\$19.54	\$20.39	\$21.25	\$22.09	\$22.96	\$23.82
Level 4	\$18.27	\$19.15	\$20.01	\$20.90	\$21.79	\$22.66	\$23.53	\$24.42	\$25.30
Level 5	\$19.58	\$20.47	\$21.37	\$22.28	\$23.17	\$24.06	\$24.96	\$25.87	\$26.75
Level 7	\$21.50	\$22.53	\$23.57	\$24.61	\$25.64	\$26.68	\$27.72	\$28.76	\$29.79

**SCHEDULE B - WAGE RATES**

**EFFECTIVE NOVEMBER 1, 2020**

	<b>Start</b>	<b>6 Mo.</b>	<b>12 Mo.</b>	<b>18 Mo.</b>	<b>24 Mo.</b>	<b>30 Mo.</b>	<b>36 Mo.</b>	<b>42 Mo.</b>	<b>48 Mo.</b>
<b><u>Facilities, Design and Development</u></b>									
Sr. Petroleum Technician	\$27.57	\$29.01	\$30.45	\$31.88	\$33.30	\$34.74	\$36.18		
Mechanic I	\$25.27	\$26.60	\$27.95	\$29.29	\$30.63	\$31.98	\$33.31		
Mechanic II	\$27.57	\$29.01	\$30.45	\$31.88	\$33.30	\$34.74	\$36.18		
Mechanic III	\$29.87	\$32.17	\$34.46	\$36.76	\$39.06				
Welder I	\$25.27	\$26.51	\$27.77	\$29.02	\$30.25	\$31.51	\$32.74		
Welder II	\$27.57	\$28.91	\$30.24	\$31.59	\$32.93	\$34.27	\$35.61		
Shipper/Receiver I	\$20.68	\$21.56	\$22.42	\$23.31	\$24.20	\$25.06	\$25.94	\$26.84	\$27.71
Shipper/Receiver II	\$22.01	\$22.88	\$23.76	\$24.66	\$25.54	\$26.42	\$27.31	\$28.18	\$29.08
Inventory Clerk	\$19.31	\$20.19	\$21.07	\$21.96	\$22.84	\$23.73	\$24.61	\$25.50	\$26.38
Building Operator	\$22.01	\$22.88	\$23.76	\$24.66	\$25.54	\$26.42	\$27.31	\$28.18	\$29.08
General Labourer	\$18.39								
<b><u>Propane</u></b>									
Driver Sales Person - no ticket	\$23.66	\$25.35	\$27.06	\$28.77	\$30.48				
Driver Sales Person - with ticket	\$26.68	\$28.81	\$30.93	\$33.05	\$35.17				
<b><u>Service Person</u></b>									
Service Technician I	\$23.66	\$25.35	\$27.06	\$28.77	\$30.48				
Service Technician II	\$26.68	\$28.81	\$30.93	\$33.05	\$35.17				
Service Technician III	\$30.31	\$33.34	\$36.38	\$39.41	\$42.44				
<b><u>Office</u></b>									
Level 2	\$16.20	\$17.04	\$17.90	\$18.75	\$19.60	\$20.46	\$21.29	\$22.16	\$23.00
Level 3	\$17.22	\$18.09	\$18.97	\$19.83	\$20.70	\$21.57	\$22.42	\$23.30	\$24.18
Level 4	\$18.54	\$19.44	\$20.31	\$21.21	\$22.12	\$23.00	\$23.88	\$24.79	\$25.68
Level 5	\$19.87	\$20.78	\$21.69	\$22.61	\$23.52	\$24.42	\$25.33	\$26.26	\$27.15
Level 7	\$21.82	\$22.87	\$23.92	\$24.98	\$26.02	\$27.08	\$28.14	\$29.19	\$30.24

LETTER OF UNDERSTANDING - No. 1

BETWEEN: FEDERATED CO-OPERATIVES LIMITED

AND: RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
LOCAL 540

EMPLOYEE FAMILY ASSISTANCE PROGRAM

The Co-operative and the Union agree to the implementation of an Employee **and Family** Assistance Program (**EFAP**) in order to assist employees to overcome any physical, emotional, financial, spiritual or social problems which are affecting the ability of employees to satisfactorily perform the duties of their jobs.

The basic aspects of the **EFAP** will include:

1. Setting up a joint committee comprised of union contact representatives and management contact representatives who will individually receive and act on employee requests or inquiries.
2. Referring troubled employees to a local referral agent who can provide professional help to overcome the problem.
3. Providing a climate of recovery for troubled employees who have a sincere desire to work toward overcoming their problems and are able to maintain acceptable performance.
4. A guarantee of confidentiality of information supplied by troubled employees.
5. Regular meetings of the EAP Committee (at least quarterly).

DATED THIS 15<sup>th</sup> DAY OF May, 2018.

SIGNED ON BEHALF OF:

FEDERATED CO-OPERATIVES  
LIMITED

RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION,  
LOCAL 540

*"Lyle Angus"*

*"Owen Grohs"*

*"Scott Morris"*

*"Jeannine Milos"*

*"Trevor Jones"*

*"Cory Romphf"*

*"Gavin Ranns"*

*"Paul Guillet"*

LETTER OF UNDERSTANDING – No. 2

BETWEEN: FEDERATED CO-OPERATIVES LIMITED

AND: RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
LOCAL 540

TEN (10) HOUR DAYS

1. These provisions shall apply to employees in all departments selected by the Company except for Region Office Clerical Staff and Petroleum Facilities Shipper/Receivers.
2. **Employees hired as of July 21, 2014** will be scheduled four consecutive ten (10) hour days between Monday and Friday inclusive. The Employer may schedule non-consecutive days for employees hired after **July 21, 2014**.
3. For the purposes of Article 22 (1) regarding overtime, regular hours of work shall be as described in paragraph two (2) above.
4. Sick leave accrual shall be at a rate of 8 hours per month (10 hours per month for employees hired before December 7, 2003).
5. Sick Leave and Vacation shall be deducted from an employee's accrual based on hours used.
6. Statutory Holiday pay shall be paid at the rate of ten (10) hours pay per holiday.
7. For the purpose of interpretation of other terms of the Collective Agreement, a day shall be considered to be 8 hours.
8. **The Co-operative may, at its discretion, implement a forty (40) hour, 7 days per week, ten (10) hour work day schedule in the Propane department between October 1<sup>st</sup> and March 31<sup>st</sup> of each year.**

DATED THIS 15<sup>th</sup> DAY OF May, 2018.

SIGNED ON BEHALF OF:

FEDERATED CO-OPERATIVES  
LIMITED

RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION,  
LOCAL 540

*"Lyle Angus"*

*"Owen Grohs"*

*"Scott Morris"*

*"Jeannine Milos"*

*"Trevor Jones"*

*"Cory Romphf"*

*"Gavin Ranns"*

*"Paul Guillet"*

LETTER OF UNDERSTANDING - No. 3

BETWEEN:           FEDERATED CO-OPERATIVES LIMITED

AND:                RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
                      LOCAL 540

ON CALL – PROPANE DEPARTMENT

1. This letter shall apply to propane employees excluding those in clerical positions.
2. The 'on call' program in effect in this Department shall continue for the term of this Collective Bargaining Agreement.
3. For the purposes of Article 22 (2), employees who are 'on call' will not have the right to decline an 'on call' overtime assignment.
4. A premium of twenty dollars (\$20) per day will be paid to 'on call' employees **from Monday to Friday. The premium paid to "on call" employees will be fifty (\$50) per day for Saturdays, Sundays and Statutory Holidays.**
5. **On a rotating basis these employees will be 'on call' for one week periods, Monday to Sunday.**
6. **Provided the employee's supervisor is informed, an employee responding to a call may choose not to report for the start of their shift the next morning. The employee, however, must report no later than eight (8) hours after the end of the 'on call' assignment.**

DATED THIS 15<sup>th</sup> DAY OF May, 2018.

SIGNED ON BEHALF OF:

FEDERATED CO-OPERATIVES  
LIMITED

RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION,  
LOCAL 540

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LETTER OF UNDERSTANDING - No. 4

BETWEEN: FEDERATED CO-OPERATIVES LIMITED

AND: RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
LOCAL 540

ON CALL – PETROLEUM FACILITIES DEPARTMENT

1. Where the Employer creates an 'on call' program, the terms of this letter of understanding will apply to that program.
2. It is the intention of the Employer that all qualified employees will be trained to perform the 'on call' work. For the purposes of the initial shop program, the Employer agrees that a minimum of six (6) employees must be trained before the program can commence.
3. This letter shall apply to employees in the classifications of Senior Service Technician, Shop Service Mechanic I, Shop Service Mechanic II, and Shop Service Mechanic III.
4. On a rotating basis these employees will be 'on call' for one week periods, Monday to Sunday.
5. Subject to Employer approval, employees may trade "on call" assignments.
6. For the purposes of Article 22 (2), employees who are 'on call' will not have the right to decline an 'on call' overtime assignment.
7. Provided the employee's supervisor is informed, an employee responding to a call may choose not to report for the start of their shift the next morning. The employee, however, must report no later than eight (8) hours after the end of the "on call" assignment.
8. The Employer will provide a cell phone to the "on call" employee.
9. A premium of twenty dollars (\$20) per day will be paid to the 'on call' employees from Monday to Friday. The premium paid to "on call" employees will be fifty (\$50) per day for Saturdays, Sundays and Statutory Holidays.

DATED THIS 15<sup>th</sup> DAY OF May, 2018.

SIGNED ON BEHALF OF:

FEDERATED CO-OPERATIVES  
LIMITED

RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION,  
LOCAL 540

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**LETTER OF UNDERSTANDING - No. 5**

**BETWEEN:           FEDERATED CO-OPERATIVES LIMITED**

**AND:                 RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
LOCAL 540**

**FLEXIBILITY IN WORK HOURS**

The Co-operative recognizes that from time to time, flexibility is desired on a one-off or ongoing basis. The Co-operative is willing to consider flexibility in work hours on a case-by-case basis as long as business needs are met. The following approaches shall be considered:

**One-off**

When a one-off change in a work schedule is made at the request of an employee for a pressing personal issue:

- a) Modified hours worked as a result of such change or arrangement shall not be subject to payment at overtime rates, nor will such changes attract any other increased compensation or penalties as a result of the schedule change;
- a) All such changes must be approved by the Department Manager.

**Ongoing**

In the event an individual or group of employees wish to enter into a modified work schedule arrangement:

- a) The Co-operative may, at its discretion, choose to agree to an arrangement that meets all parties' needs. The Parties agree that customer service and productivity shall not be adversely affected as a result of any flex-time arrangement and that the Co-operative retains the right to revert back to standard work schedules;
- b) All such changes are subject to final approval by the Employee, the Union and the Business Unit Vice-President.

DATED THIS 15<sup>th</sup> DAY OF May, 2018.

SIGNED ON BEHALF OF:

FEDERATED CO-OPERATIVES  
LIMITED

RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION,  
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