

THIS AGREEMENT made and entered into this 26th day of June, A.D. 2021.

BETWEEN:

THE FOAM LAKE CO-OPERATIVE LIMITED, a body corporate, incorporated under the Co-operative Associations Act, with head office in the Town of Foam Lake, in the Province of Saskatchewan, herein after called the “Co-operative”

OF THE FIRST PART

AND:

THE SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, hereinafter referred to as the “Union”

OF THE SECOND PART

A G R E E M E N T



Expires: February 29, 2024

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THIS AGREEMENT made this **26th day of June, A.D. 2021.**

BETWEEN:

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

OF THE FIRST PART

AND:

THE SASKATCHEWAN, JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, hereinafter referred to as the “Union”

OF THE SECOND PART

ARTICLE 1 - PURPOSE

The purpose of this Agreement shall be:

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

ARTICLE 2 - CLARIFICATION OF TERMS

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

ARTICLE 3 - RECOGNITION

1. The Co-operative recognizes the Union as the sole collective bargaining agency for the employees covered by this Agreement.
2. The Union recognizes the responsibility of its members to perform faithfully and diligently their respective duties for the Co-operative and at all times carry out their individual responsibilities according to the regulations, methods and procedures established by the Co-operative.
3. The Union shall encourage all employees to become members and support the Co-operative to the best of their abilities.

ARTICLE 4 - SCOPE

This Agreement shall cover all employees employed by Foam Lake Co-operative Association Limited in or in connection with its places of business located in the Town of Foam Lake, in the Province of Saskatchewan, except the: General Manager, Hardware Manager, **Assistant Hardware Manager**, Grocery Manager, Meat Manager, **Assistant Grocery Manager**, Building Materials Supervisor, Petroleum and Farm Supply Manager, Office Manager and Management Trainee.

ARTICLE 5 - 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, to require employees to observe the Co-operative rules and regulations and to hire new employees are to be the sole right and function of the Co-operative. The Union further recognizes the right of the Co-operative to lay off or relieve employees from duties, to suspend, demote, transfer, promote and discharge employees subject to the provisions of this Agreement setting forth how such changes in an employee's status may be affected.
2. The enumeration of Management's rights set out above shall not exclude other functions not specifically set forth. The Co-operative, therefore, retains all rights not otherwise specifically covered in this Agreement.
3. In exercising the foregoing rights, the Co-operative shall act in good faith and shall not evade or alter any of the provisions of this Agreement.

ARTICLE 6 - UNION SECURITY

1. Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment. Every new employee whose employment commences hereafter shall make application on the official membership application form within ten (10) calendar days of the date of his employment and shall become a member of the Union within thirty (30) calendar days of this date.
2. If an employee is subject to written discipline for cause, including suspension and discharge, such employee will have the right to have a Shop Steward present or, in the absence of a Shop Steward, another member of the bargaining unit of the employee's choice. This shall also include any discussion which could lead to written disciplinary action.

3. Discipline will not be used against an employee after two (2) years from the date of the discipline unless other incidents have occurred in that time.

ARTICLE 7 - DUES CHECKOFF

Upon receipt of a written request from any employee, the Co-operative shall deduct Union dues, assessments and initiation fees on a bi-weekly basis from the wages owed him. Such deductions shall be remitted within fifteen (15) days after the close of an accounting period to the person designated by the Union. The Co-operative shall furnish the Union with a written list of the names of employees from whom the deductions have been made and the names of employees who are hired, laid off or who have terminated employment.

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

ARTICLE 8 - JOB CLASSIFICATION

Rates of pay for any new positions that may be established by the Co-operative hereafter shall be subject to negotiations and a supplementary Agreement shall be executed between the Co-operative and the Union. The agreed rate of pay will be effective as of the date the new position was filled.

ARTICLE 9 - SENIORITY

1. New employees shall be on probation for an accumulated working period of five hundred and twenty (520) hours and, in any event, no more than four (4) months of employment. Upon completion of the prescribed period, seniority shall be established retroactive to the date on which the employee last entered the service of the Co-operative.
2. If a permanent employee is absent from work due to accident or illness, he shall continue to accumulate seniority provided such absence does not exceed nine (9) months. If an employee is absent from work because of layoff or leave of absence, he shall retain his seniority accumulated prior to his layoff or leave of absence.
3. Seniority shall be broken and all rights forfeited when:
 - (a) An employee is dismissed by the Co-operative for just cause.
 - (b) An employee voluntarily leaves the service of the Co-operative.
 - (c) An employee fails to report for work on recall after layoff.
4. The Co-operative shall prepare and publish a seniority list annually.

ARTICLE 10 - LAYOFFS AND RECALLS

1. When reducing staff or recalling laid-off employees, seniority shall prevail, provided the senior employee has the merit, ability and fitness, as evaluated by the Co-operative, to handle the work to be performed.
2. When the Co-operative recalls an employee who has been laid off, it shall notify such employee by registered letter addressed to the employee's last known address. The employee concerned must notify the Co-operative within seven (7) days of the mailing of such letter stating his acceptance or refusal of the employment offered. If an employee fails to report for work within five (5) days of mailing of such notice but does report within thirty (30) days showing good cause for having failed to report within the five (5) days, he shall be notified of the next vacancy and his seniority shall be retained. Good cause shall be sickness, verified by the certificate of a Medical Practitioner; insufficient travelling time or accident. Failure or refusal to reply to recall notice shall cause all seniority rights to be forfeited.
3. It shall be the responsibility of the employee to leave his current address with the Co-operative.

ARTICLE 11 - PROMOTIONS AND VACANCIES

1. Vacancies and new positions within the scope of this Agreement 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. **If requested**, any employee absent for those five (5) working days shall be notified of the vacancy or new position by the Co-operative and given opportunity to apply.
2. Vacancies and new positions within the scope of this Agreement shall be filled on the basis of merit, ability and fitness, as evaluated by the Co-operative, to perform the work satisfactorily. Where merit, ability and fitness are comparable and sufficient, the senior applicant will be selected.
3. Any employee filling a new position or vacancy shall be allowed a qualifying period of three (3) months. If such employee does not perform the duties satisfactorily within such time, he shall revert to his former position without loss of seniority. If it appears to the employer that such employee is incapable of performing the duties satisfactorily, he may be required to revert to his former position before the expiration of three (3) months.
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 regular increment increases until the top of the new range is reached.

ARTICLE 12 - GRIEVANCE PROCEDURE

1. 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.
2. A grievance is defined as an alleged violation of a specific Article or Section of this Agreement or unfair treatment.

The Co-operative, the Union or any employee who feels he has been aggrieved within the terms of this Agreement may present a grievance. Any grievance which is not presented within fourteen (14) days from the date upon which the employee became aware of the concern of the event shall be forfeited and waived by the aggrieved party.

3. All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties.
4. The procedure for adjustment of grievances will be as follows:
 - (a) A discussion between the Shop Steward (with the aggrieved employee present or absent at his option) and the Department Manager. The Department Manager shall give a written decision on the matter within five (5) working days after the discussion.
 - (b) Failing agreement of subsection (a), the grievance shall be dealt with by the Grievance Committee of the Union and the General Manager or his duly appointed representative in the event of the General Manager's absence. The General Manager or his representative shall render a written decision on the matter within five (5) working days.
 - (c) If a satisfactory settlement cannot be reached then, upon request of either party, the matter shall be referred to the Board of Arbitration established by Article 13.
5. After the completion of any step in Section 4, if the Union or the Co-operative does not proceed to the next step within five (5) working days, the grievance shall lapse.
6. All negotiations with respect to disputes and grievances shall be dealt with during regular working hours and no employee shall suffer any loss of pay for time spent in such negotiations.
7. The Union agrees to advise the Co-operative of the names of the members of the Grievance Committee in writing and also of any changes from time to time.
8. The Parties may agree to the appointment of a mediator to assist in resolving the grievance.

ARTICLE 13 - BOARD OF ARBITRATION

1. The Board of Arbitration shall be composed of one Co-operative representative, one Union representative and one person acceptable to both the Union and the Co-operative who shall act as Chairperson. If agreement cannot be reached within seven (7) days in respect of the appointment of the Chairperson of the Board of Arbitration, the matter shall be referred to the Minister of Labour, who shall be asked to act as Chairperson himself or shall be asked to appoint a Chairperson.
2. No person shall serve on the Board of Arbitration if he is involved directly in the labour controversy under local consideration.
3. Grievances taken before the Board of Arbitration shall be submitted in writing and shall specify clearly the nature of the grievance.
4. When the Board of Arbitration has been formed in accordance with this Article, it shall meet and hear the evidence of both sides and render a decision.
5. The Board of Arbitration, in reaching its decision, shall be governed by the provisions of this Agreement. A decision of a majority of the Board shall be taken to be the decision of the Board and shall be final and binding on all parties concerned.
6. It is distinctly understood that the Board of Arbitration is not vested with the power to change, modify or alter this Agreement, in any of its parts. The Board may, however, interpret the provisions of this Agreement.
7. It is agreed that the expense of the Chairperson of the Board of Arbitration shall be borne equally by the Co-operative and the Union.
8. The Parties may agree to the appointment of a single arbitrator to hear and determine the matter. Costs of the arbitrator will be shared equally by the Parties.

ARTICLE 14 - LEAVE OF ABSENCE

1. If fifteen (15) days' written notice is given to the Co-operative, one employee, selected by the Union to do Union work, may be granted leave of absence without pay for a period of three (3) months during which time he shall not accumulate seniority but shall retain seniority accumulated prior to such leave. Such leave may be extended by mutual agreement.
2. Employees selected as delegates to attend labour conventions or business meetings, in connection with the affairs of the Union, upon giving fifteen (15) days' written notice (seven (7) days in the event of an emergency or unexpected circumstance), shall be granted leave of absence without pay for a period not to exceed two (2) weeks.

The Co-operative reserves the right to limit the number of delegates to two (2) but with no more than one (1) per department.

3. The maintenance of employee benefit plans during leave of absence for which there is no pay shall be conditional upon bylaws of the plans concerned and upon payment of the full cost by the employee.
4. Leave of absence without pay for collective bargaining shall be granted to two (2) employees with no more than one (1) from a department.
5. Female employees, after at least twenty (20) weeks of employment during the thirteen (13) consecutive weeks' service the day on which the requested leave is to commence, shall be granted a maternity leave of absence. The duration of such leave shall be at the discretion of the employee and not to exceed an eighteen (18) week period. The employee shall give the Co-operative a minimum of four (4) weeks' notice prior to the start of such leave if the leave requested is in excess of six (6) weeks prior to the expected birth of the child. The employee shall be required to submit a certificate from a qualified medical practitioner certifying that she is pregnant and indicating the estimated date of confinement. The employee shall give the Co-operative a minimum of four (4) weeks' notice prior to the date she intends to resume employment. If the employee returns to work within six (6) weeks of the birth of the child, she shall be required to submit a medical certificate certifying her to be medically fit to work. The employee's benefits held before such leave shall continue to be available. Seniority shall accumulate during the maternity leave. The Co-operative's obligation to guarantee employment shall cease if the employee is unable to return to work at the expiry of the scheduled maternity leave of absence.
6. Employees, after at least twenty (20) weeks of employment during the thirteen (13) consecutive weeks' service the day on which the requested leave is to commence, shall be granted a parental leave of absence by the Co-operative. Such leave shall not exceed thirty-seven (37) weeks and must be taken within one (1) year of the date the child is released from the hospital or from the date an adoptive child is placed in the employee's home. Female employees who have availed themselves of the leave in sub-section (a) above are eligible provided the cumulative time off does not exceed fifty-two (52) weeks. The employee's benefits held before such leave shall continue to be available. Seniority shall accumulate during the parental leave. Applications for parental leave must be made four (4) weeks prior to date of commencement unless the employee has not been informed of the date in time to meet this guideline. In such cases, the employee shall submit their request as soon as possible.
7. Upon completion of two (2) years' service, an employee may be entitled to one (1) year's leave of absence without pay but with the maintenance of seniority rights, for the purpose of educational upgrading or training. An employee granted leave under this section may be required to remain in the service of the Company for one (1) year after the completion

of the leave of absence. The number of employees entitled to leave of absence may be limited to one at any one time.

8. 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.

ARTICLE 15 - STATUTORY HOLIDAYS

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

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

and any other days proclaimed as holidays by Federal, Provincial or Civic authorities provided such holidays are observed by the majority of the retail businesses in the town of Foam Lake.

2. Statutory holidays shall be observed on days other than the calendar date when so proclaimed by Federal, Provincial or Civic authorities.
3. If a full-time employee is required to work on a holiday, he shall be paid, in addition to his regular pay, one and one-half (1 ½) times his regular rate for all hours worked on that day.
4. When a Statutory holiday falls in a full-time employee's workweek, 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 addition to their regular rate of pay for the week, one and one-half (1 ½) times for all such hours worked.
5. Part-time employees shall be paid Statutory holiday pay based on Provincial Legislation.
6. The Parties agree that in the staffing of stores on statutory holidays, the following procedure will be used:
 - (a) Work performed on statutory holidays will be offered (first to full-time then to part-time) to the most senior employees in the department and job classification who have volunteered to perform the work.

- (b) In order to identify volunteers, a notice will be placed in each store in each department. The notice will identify the holiday on which work is offered and will have a signing sheet attached. Those wishing to volunteer will sign the sheet. The above notice will be posted for one (1) week, two (2) weeks prior to the week in which the holiday occurs.
- (c) In the event sufficient employees do not volunteer for the required work, the Co-operative shall have the right to schedule qualified employees from the department, classification and store in reverse order of seniority and the employees so scheduled will work the scheduled shift. The Co-operative will endeavor to ensure properly trained employees are available.

ARTICLE 16 - ANNUAL VACATIONS

1. Vacation with pay at regular rates or a fraction of the employee's total earnings, whichever is the greater, shall be granted on the following schedule:
 - (a) Three (3) weeks (3/52nds) after one (1) year of service and after each subsequent year up to ten (10) years of service.
 - (b) Four (4) weeks (1/13th) after ten (10) years of service and after each subsequent year up to twenty (20) years of service.
 - (c) Five (5) weeks (5/52nds) after twenty (20) years of service and after each subsequent year of service up to seventy-five (25) years of service.
 - (d) Six (6) weeks (6/52nds) after twenty-five (25) years of service.

If an employee is absent without pay for a period in excess of four (4) weeks between May 1 and April 30, his holiday pay shall be computed on the basis of 3/52, 1/13, 5/52 or 6/52 whichever is applicable.

2. Vacations cannot be accumulated from one year to another unless otherwise mutually agreed upon between the Co-operative and the employee.
3. The first three (3) weeks of vacation shall be granted between May 1 and October 31, unless otherwise mutually agreed upon between the Co-operative and the employee. Employees may, with the agreement of the Employer, take vacations in blocks of less than one (1) week (which may be one (1) day). It is understood that this provision is subject to the efficient operation of the business.
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. Regular part-time and part-time employees shall receive their vacation pay on the same basis as full-time. Vacation pay for regular part-time and part-time employees shall be calculated by dividing their previous fifty-two (52) weeks of gross income by fifty-two (52). (For example: \$10,000 divided by 52 = \$192.31 for each week of vacation entitlement).
6. If the employment of an employee is terminated, the Co-operative shall pay him for any vacation time he has earned.
7. The annual vacation cutoff for all employees shall be April 30th. Employees with less than one (1) year's service shall be entitled to one and one-quarter (1 1/4) days' vacation for each completed month of service up to April 30th, up to a maximum of three (3) working weeks.
8. A vacation list shall be submitted to the employees by March 1st of each year requesting them to indicate their preference as to vacation dates. Employees with the longest service with the Co-operative will have priority. Vacation dates shall be finalized and posted on or before April 30th. Employees with the longest service with the Co-operative who have booked vacation by that time will have priority. Vacation time booked after April 30th will be on a first-come/first-served basis. Once the vacation schedule has been agreed upon then there shall be no changes except by mutual agreement between the employee and the Co-operative. In the event of a conflict between in-scope and out-of-scope employees in scheduling vacation dates, the General Manager will make the final decision, weighing the parties' requests and vacation commitments.

ARTICLE 17 - HOURS OF WORK

1. The basic workweek for full-time employees shall be forty (40) hours, consisting of five (5), eight (8) hour days.
2. The Co-operative shall draw up and post a working schedule of daily working hours for all employees, excluding students, not later than Friday of each week for the following two (2) weeks, except in emergency cases. Part-time hours of work within the employee's department or departments for those employees normally so employed shall be scheduled to the most senior part-time employee first and, thereafter, in decreasing order of seniority providing the employee has the ability to perform the normal functions of the job and providing the employee is available and willing to work the hours. No employee shall be scheduled to work more than five (5) days per calendar week.
3. Where an employee works a shift of four (4) or more hours in length, the Co-operative shall grant the employee one (1) fifteen (15) minute paid rest period. An employee who works seven (7) or more hours shall be entitled to two (2) fifteen (15) minute paid rest periods and one (1) sixty (60) minute meal period. Where mutual agreement exists

between the Co-operative and the employee, the meal period may be thirty (30) minutes.

4. Meetings called by the Co-operative where attendance is mandatory shall be considered as time worked and shall be paid for at the appropriate rate of pay. Except for overtime, employees who report for meetings shall, if required to stay less than three (3) hours, have the option of working the remaining time up to three (3) hours. This will not apply to students only when they are in regular attendance during the school term.
5. Employees scheduled or called in and who report for work, shall, if required to work less than three (3) hours, receive three (3) hours' pay at their regular hourly rate. This will not apply to students only when they are in regular attendance during the school term or to staff meetings as described in paragraph 4.
6. **When a part-time employee works (40) hours per week for thirteen (13) consecutive weeks, it shall be determined that a full-time position has been created, except for relief for absences due to illness, injury or leave of absence and the position will be filled in accordance with the subject to Article 11.**

ARTICLE 18 - OVERTIME PAY

1. All hours worked in excess of those outlined in Article 17.1 shall be considered as overtime and shall be paid for at the rate of one and one-half (1 ½) times the regular rate for the first four (4) hours' overtime worked and double (2) time thereafter.
2. **In the event that overtime is scheduled, the senior employee in the department shall be given first opportunity to work such overtime, providing the employee possesses the qualifications to perform the work required.**

In the event of authorized unscheduled overtime, the senior employee in the department who is already at work shall be given first opportunity to work such overtime, providing the employee possesses the qualifications to perform the work required.

In either example should no persons in that department be willing to work the overtime, such overtime will be offered to qualified employees in the store in order of seniority, providing the employee possesses the qualifications to perform the work required.

ARTICLE 19 - WAGE RATES AND CLASSIFICATIONS

1. Job classifications and wage rates covered by this Agreement shall be set out in Appendix "A".
2. Employees shall be paid every second Friday up to and including the previous Saturday.

When a payday falls on a Statutory holiday, payment shall be on the working day preceding the holiday. A detailed statement indicating rate of pay, overtime pay, hours worked and specific deductions shall be given to each employee on each payday.

3. Any employee required to temporarily fill a position in the scope of this Agreement paying a higher rate of pay shall receive ten (\$10.00) dollars per day in addition to his regular pay. An employee's rate will not be reduced if temporarily filling a position paying a lower rate of pay.

Any employee temporarily required to fill a position out of the scope of this Agreement shall receive a minimum of sixteen (\$16.00) dollars per day in addition to his regular rate

of pay, provided that such period is for more than three (3) days. The said rate is to be effective from the first day the employee is first required. In assigning this responsibility, the Co-operative agrees to offer it to the most senior qualified employee in the department that is willing to accept it. Employees filling a position out of the scope of this Agreement will only be required to perform the tasks in which they are qualified to do so.

4. Credit for Previous Experience

The rates of pay upon hiring shall be at the start rates of the various job classifications. New employees having comparable experience or their related competencies exceeding the recruitment requirements for the position shall be paid the appropriate rate of pay on their wage scale based on these factors. The 24-month step will be considered the maximum starting rate at the Co-operative's discretion. The Union will be provided with all relevant information regarding the situation prior to the wage being implemented.

ARTICLE 20 - NOTICE BOARDS

The Co-operative agrees to furnish and install a notice board in each location accessible to all employees.

ARTICLE 21 - SAFETY AND HEALTH

1. The Co-operative shall make reasonable provisions for safety and health of the employees during working hours.
2. The Co-operative shall provide sufficient first-aid kits and shall keep them properly supplied.
3. The Co-operative shall establish an Occupational Health Committee, with a minimum of two (2) employees. This Committee shall meet as per the Saskatchewan Employment Act.

4. The Co-operative shall provide the cost of safety boots to a maximum of one hundred and fifty (\$150.00) dollars per year to all employees who require same in accordance with Occupational Health and Safety. Such payment is eligible only upon the employee's submission of a proper receipt. Driver Sales and Lumber Clerks may submit multiple times per year to a maximum of one hundred and fifty (\$150.00) dollars.

ARTICLE 22 - UNION REPRESENTATIVE VISITS

An authorized representative or executive officer of the Union shall be permitted, after having requested permission from 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 interviews shall not take more than fifteen (15) minutes and shall be on Company time.

ARTICLE 23 - JURY AND WITNESS PAY

1. Regular full-time employees summoned to jury duty or subpoenaed to a Court of Law as a witness 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.
2. Part-time employees who average twenty-four (24) hours or more per week over a thirteen (13) consecutive week period shall be entitled to Jury and Witness Pay.

If summoned to jury duty or subpoenaed to a Court of Law, part-time employees shall receive wages amounting to the difference between the amount paid them for jury duty or witness service and the amount they would have earned provided they were regularly scheduled to work 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 or witness service occurs on the employee's scheduled day off.

It is understood that if such employees should work for less than an average of twenty-four (24) hours per week over a thirteen (13) consecutive week period, they will lose the benefit listed above.

ARTICLE 24 - EMPLOYEE BENEFITS

1. The Co-operative's present policy (in accordance with the bylaws of the plans concerned) of providing sick leave, group insurance, long-term disability, accident compensation, compassionate leave and a 50/50 premium shared Dental Plan and an Extended Health Care Plan shall be continued during the life of this Agreement. Superannuation will be paid at the rate of six (6%) percent by each of the Co-operative and eligible employees.

2. Employees working twenty-four (24) hours or more per week (except students) shall receive Plan A Dental and Group Life benefits. Employees working between fifteen (15) and twenty-four (24) hours per week (except students) shall receive Plan B benefits: Group Life and Dental. These benefits shall be subject to the eligibility rules of the Plans.
3. Employees (except students) 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. It is understood that sick leave entitlements shall be applied to specialist appointments or medical/dental procedures that could not be foreseeably scheduled around work or which renders an employee incapable of working due to a medical or dental procedure. Appointments with a local doctor or dentist will be for four (4) hours or less. Appointments with a specialist in a larger centre may take a full day.

An employee may use their accumulated sick leave to deal with health or medical issues of their children or stepchildren, spouse or parents up to twenty-four (24) hours per calendar year.

4. The Co-operative shall make available to each employee, upon their request, a copy of his/her sick leave credit accumulation.
5. When the Co-operative requests a medical certificate, any fees incurred in obtaining a medical certificate shall be paid by the Co-operative upon production of a receipt.
6. Special leave of absence with pay shall be granted in case of pressing emergency for a period up to but not exceeding five (5) days and the length of leave shall be at the discretion of the General Manager. Such emergency shall include death, accident or illness to a member of the employee's immediate family. Immediate family is defined as spouse, children, brother, sister, mother, father, grandparent, mother-in-law, father-in-law, **brother-in-law, sister-in-law**, grandchildren, stepparent and stepchild living in the home of the employee and stepparent and stepchild who has lived in the home of the employee.

ARTICLE 25 - DURATION OF AGREEMENT

This Agreement shall be effective as of March 1, **2020** and shall remain in force until February 29, **2024** and, thereafter, from year to year but either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days before the expiry date of this Agreement give notice in writing to the other party to terminate such Agreement or to negotiate a revision thereof.

SIGNED ON BEHALF OF THE
CO-OPERATIVE:

SIGNED ON BEHALF OF THE UNION:

Ray Bourgeois, General Manager

Monica Hunter

Val Block, President

Nicole Wright

Trevor Miller, Representative

APPENDIX "A" - WAGE SCHEDULE

Casual and part-time help shall accumulate seniority for the purpose of applying Appendix "A" only.

Effective 2020

Classification	Starting Hours	1040 Hours	2080 Hours	3120 Hours	4160 Hours	5200 Hours	6240 Hours
Clerk/Cashiers	12.72	12.97	13.23	13.48	13.99	14.75	15.97
Lumber Clerk	13.99	14.50	15.01	15.52	16.74		
Meat Cutter	14.75	15.26	15.77	16.28	17.50		
Driver Sales	16.03	16.79	17.55	18.32	19.54		

	Starting Hours	520 Hours	1040 Hours	1560 Hours	2080 Hours
Students	11.90	12.16	12.41	12.67	13.23

When a student reaches 3120 hours, he/she moves onto the regular scales at the 3120 hours increment in the appropriate classification.

Head Cashier:	\$1.75/hr. above Clerk Rate
Bake Off/Deli Operator:	\$1.75/hr. above Clerk Rate
Produce Operator:	\$1.75/hr. above Clerk Rate
Senior Clerk:	\$1.75/hr. above Clerk Rate
File Maintenance:	\$1.75/hr. above Clerk Rate

Effective 2021

Classification	Starting Hours	1040 Hours	2080 Hours	3120 Hours	4160 Hours	5200 Hours	6240 Hours
Clerk/Cashiers	12.94	13.20	13.46	13.72	14.23	15.01	16.25
Lumber Clerk	14.23	14.75	15.27	15.79	17.03		
Meat Cutter	15.01	15.53	16.05	16.56	17.81		
Driver Sales	16.31	17.08	17.86	18.64	19.88		

	Starting Hours	520 Hours	1040 Hours	1560 Hours	2080 Hours
Students	12.11	12.37	12.63	12.89	13.46

When a student reaches 3120 hours, he/she moves onto the regular scales at the 3120 hours increment in the appropriate classification.

Head Cashier:	\$1.75/hr. above Clerk rate
Bake Off/Deli Operator:	\$1.75/hr. above Clerk rate
Producer Operator:	\$1.75/hr. above Clerk rate
Senior Clerk:	\$1.75/hr. above Clerk rate
File Maintenance:	\$1.75/hr. above Clerk rate

LETTER OF UNDERSTANDING #1

BETWEEN:

FOAM LAKE CO-OPERATIVE ASSOCIATION LTD., hereinafter referred to as the Co-operative.

AND:

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

Re: Scheduling

1. Full-time employees shall, subject to these provisions, be scheduled two (2) consecutive days off every seven (7) days.
2. Part-time employees shall, subject to these provisions, be scheduled two (2) days off, although not necessarily consecutive, every seven (7) days.
3. The Co-operative will provide a fair and regular rotation of days off which will include Saturday/Sunday or Sunday/Monday on a regular basis. Rotations shall be amongst full-time and part-time employees respectively.
4. Each employee will elect, within thirty (30) days of commencing employment, whether they wish to be exempted from these provisions. A declaration to this effect will be signed by the employee and delivered to the appropriate Department Manager. Changes to this declaration may not be made for a period of six (6) months.
5. In each case, the Employer shall retain the right to schedule which days shall be worked and which shall be days off.
6. The Employer shall have the right to schedule outside these provisions because of peak seasonal requirements or emergencies.

SIGNED ON BEHALF OF THE
CO-OPERATIVE:

Ray Bourgeois, General Manager

Val Block, President

SIGNED ON BEHALF OF THE UNION:

Monica Hunter

Nicole Wright

Trevor Miller, Representative

LETTER OF UNDERSTANDING #2

BETWEEN:

FOAM LAKE CO-OPERATIVE ASSOCIATION LTD., hereinafter referred to as the Co-operative.

AND:

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

Re: Management Trainee

The Co-operative shall be allowed an out-of-scope position to be used as a Management Trainee. If an in-scope employee applies for and is accepted in this position and it is determined within six (6) months that the employee is unsuitable, the employee will be allowed to revert to the previous position at the same seniority level as when they left.

SIGNED ON BEHALF OF THE
CO-OPERATIVE:

Ray Bourgeois, General Manager

Val Block, President

SIGNED ON BEHALF OF THE UNION:

Monica Hunter

Nicole Wright

Trevor Miller, Representative

LETTER OF UNDERSTANDING #3

BETWEEN:

FOAM LAKE CO-OPERATIVE ASSOCIATION LTD., hereinafter referred to as the Co-operative.

AND:

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

Re: Uniforms

The Co-operative agrees to supply all employees with complete uniforms (Co-op shirt and pants) and replacement uniforms at the discretion of the Department Manager at no cost to the employees. The cost of all optional Co-operative apparel (Uniform Program) shall be shared equally (50/50) by the Co-operative and the employees.

The Co-operative will supply individual winter reflective jackets and spring/fall reflective jackets to staff in the Service Centre and the Lumber Department. These jackets will be left at the Co-operative's premises and will remain there after the departure of an employee."

SIGNED ON BEHALF OF THE
CO-OPERATIVE:

SIGNED ON BEHALF OF THE UNION:

Ray Bourgeois, General Manager

Monica Hunter

Val Block, President

Nicole Wright

Trevor Miller, Representative

LETTER OF UNDERSTANDING #4

BETWEEN:

FOAM LAKE CO-OPERATIVE ASSOCIATION LTD., hereinafter referred to as the Co-operative.

AND:

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

Re: Minimum Wage Increases

In the event of minimum wage increases subsequent to the signing of this Agreement, the start rates of all classifications in the Collective Agreement shall be increased in order to maintain a minimum level of ten (\$0.10) cents above minimum wage.

SIGNED ON BEHALF OF THE
CO-OPERATIVE:

Ray Bourgeois, General Manager

Val Block, President

SIGNED ON BEHALF OF THE UNION:

Monica Hunter

Nicole Wright

Trevor Miller, Representative