

THIS AGREEMENT made and entered into this 26<sup>th</sup> day of June, A.D. 2019.

**BETWEEN:**

**THE KINDERSLEY AND DISTRICT CO-OPERATIVE LIMITED**, a body corporate, incorporated under the Co-operative Associations Act, with head office in the Town of Kindersley, in the Province of Saskatchewan, hereinafter called the ACo-operative@

OF THE FIRST PART

**AND:**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 544-K**, affiliated with the Saskatchewan Joint Board, the Retail, Wholesale and Department Store Union, hereinafter called the AUnion@

OF THE SECOND PART

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**COLLECTIVE AGREEMENT**

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Expires: March 31, 2022

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OF THE FIRST PART

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OF THE SECOND PART

### **ARTICLE 1 - PURPOSE**

In consideration of the mutual value of joint discussions 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 hours of work, rates of pay and other working conditions affecting the employees covered by this Agreement and to provide a means of settling disputes and grievances of such employees.

### **ARTICLE 2 - CLARIFICATION OF TERMS**

In this Agreement, whenever the words “he”, “his” or “him” appear, 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 and thereby consents and agrees to negotiate with the Union or its designated bargaining representatives on all matters relating to rates of pay, hours of work and all other terms and working conditions of 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 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.

3. The Union shall encourage all employees to become members and support the Co-operative to the best of their abilities.

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

1. The Management of the Co-operative and the direction of the working force, including the right to plan, direct and control operations, to maintain the discipline and efficiency of the employees and to require employees to observe the Co-operative rules and regulations, to hire, lay off or relieve employees from duties, to suspend, demote, transfer, promote, discipline and discharge employees for cause, are to be the sole right and function of the Co-operative.
2. The Co-operative shall be the sole judge of the merchandise to be handled in its place of business.
3. The parties agree that the enumeration of Management's rights set out in Article 4(1) and (2) shall not exclude other functions not specifically set forth. The Co-operative, therefore, retains all rights not otherwise specifically covered in this Agreement.
4. In exercising the foregoing rights, the Co-operative shall act in good faith and shall not evade or alter any of the specific provisions of this Agreement. The Co-operative will not exercise its rights under this Article or any provisions of this Agreement to discriminate against any employee because of his activity in or for the Union.

#### **ARTICLE 5 - SCOPE**

1. This Agreement shall cover all employees employed by Kindersley and District Co-operative Limited in or in connection with its place or places of business, located in the Town of Kindersley and the Town of Eatonia, Saskatchewan, except the General Manager, Office Manager, Operations Manager, Human Resources Manager, Hardware Manager, Grocery Manager, Foods Manager, Meat Manager, Pharmacy Manager, Lumber Manager, Farm Supply Manager, Construction Supervisor, two Management Trainees, Office Administrator, Pharmacists, Assistant Manager, Petroleum Manager, Produce Manager, Bakery/Deli Manager, C-Store Manager, Assistant C-Store Manager, Assistant Petroleum Manager and Assistant Lumber Manager **and Health and Safety Manager**.
2. The Co-operative agrees that, as a result of the recognition by the Union of the out-of-scope positions as outlined in Article 5(1) above, this shall have no detrimental affect on employees in the bargaining unit insofar as layoffs or a reduction of hours outside those as a result of a negative change in economic conditions.

## **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 employment. Every new employee whose employment commences hereafter shall make application on the official Union membership application form within ten (10) calendar days of the date of employment and shall become a member of the Union within thirty (30) days of this date. All new employees, on the first day of work, will be introduced to a shop steward to be explained their rights as Union members.
2. If a document involving a written reprimand, suspension or dismissal is entered into an employee's file, the employee shall be so advised. A written response by an employee to a reprimand, suspension or dismissal shall be entered into his/her file.
3. If an employee is subject to written discipline for cause, including suspension and discharge, the employee will have a shop steward present. In the absence of a shop steward, the employee will have the right to another member of the bargaining unit of the employee's choice. This shall also include any discussion which could lead to written disciplinary action.
4. Any written reprimand shall not be held against an employee after twenty-four (24) months from the date of issue. This time period of twenty-four (24) months shall not include periods of layoff, leave of absence or disciplinary suspensions. It is understood that should any employee receive another written reprimand during said twenty-four (24) month period, the employee will then be required to wait a further twenty-four (24) months before the written reprimand is removed from the employee's file.  
**Notwithstanding the foregoing, written disciplinary notices involving harassment, bullying and/or violence will remain on the employee's file indefinitely but ill not be used as progressive discipline after the timeline stipulated above.**

## **ARTICLE 7 - DUES CHECKOFF**

The Co-operative shall, on the first payday of each month, deduct out of wages due to each employee eligible for Union membership, the Union dues, assessments and initiation fees of each employee and shall remit same to the person designated by the Union as soon as possible thereafter. The Co-operative will furnish the Union each month with a written list of:

1. The names of employees from whom the deductions have been made.
2. The names of all employees who are hired after they have made application for membership in the Union.
3. Where possible and with the written consent of the employees concerned, the home addresses of all new employees and any changes in home addresses of other employees who are members of the Union.

## **ARTICLE 8 - SENIORITY**

1. Seniority shall be defined as the length of an employee's continuous service with the Co-operative. New employees shall be on probation for a period of **six hundred and eighty (680) working hours up to a maximum of 6 months** during which time they shall not acquire seniority. 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. Seniority shall accumulate during the absence from work occasioned by sickness, accident and layoff, provided the employee complies with the provisions of this Agreement regarding layoff.
3. Seniority shall be broken and all rights to employment forfeited when an employee voluntarily leaves the service of the Co-operative, is dismissed for cause, fails to report for work upon recall after layoff, abandons his employment by failing to report for duty without proper notification to the Co-operative or has been laid off for a period in excess of six (6) months.
4. The Co-operative shall prepare a seniority list setting forth the seniority by date for all employees eligible for Union membership. This list shall be posted on bulletin boards accessible to all employees and shall be revised from time to time at intervals not to exceed six (6) months. Copies of the list and revisions thereof shall be supplied to the Union.

## **ARTICLE 9 - LAYOFFS AND RECALLS**

1. When reducing staff, senior employees, merit, ability and fitness being satisfactory to perform the work to be done shall be retained. Employees laid off on account of reduction of staff shall be returned to service in order of seniority providing merit, ability and fitness are satisfactory to perform the work to be done. Where casual help may be required immediately for periods of less than three (3) days, recall procedure need not be followed if a senior employee cannot be contacted immediately. In such cases, the Union Steward shall be notified.
2. When the Co-operative wishes to recall an employee who has been laid off on account of a reduction of staff, he shall notify such employee by registered letter addressed to the employee's last known address. If residing in the urban area of Kindersley, the employee concerned must notify the Co-operative within five (5) days of the mailing of such letter, stating his acceptance or refusal of the employment offered. If the employee is resident outside the urban area of Kindersley, the time limit for notifying the Co-operative shall be seven (7) days from mailing of such notice. If an employee fails to report for work within the five (5) days or seven (7) days, as prescribed, of mailing of such notice but does report within thirty (30) days, showing good cause for having failed to report within the prescribed time, he shall then be notified of the next vacancy and his seniority

retained. Good cause shall be sickness and accident verified by the certificate of a medical practitioner, insufficient travelling time or any other reason acceptable by the Co-operative.

3. Employees shall leave their address with the Co-operative and the Union and shall notify both parties of any change of address thereafter.

### **ARTICLE 10 - VACANCIES AND PROMOTIONS**

1. All vacancies and new positions within the scope of this Agreement shall be filled on the basis of merit, ability and fitness to perform the work satisfactorily. Where merit, ability and fitness are comparable and sufficient, the senior applicant will be selected.
2. All vacancies and new positions including entry level classifications 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. 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. An employee who is absent from the workplace due to vacation may notify the Co-operative that they wish to be considered for postings and will leave contact information with the Co-operative for that purpose.
3. An employee transferred or promoted to a vacancy or new position shall be permitted a trial period of three (3) **months for full-time employees and five hundred and twenty (520) hours within a four (4) calendar month period for part-time employees**. If such employee does not perform the duties satisfactorily within that time, he shall revert to his former position. If it appears to the Co-operative 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. An employee required to temporarily fill a position in the scope of this Agreement paying a higher rate of pay shall receive the next highest step in the range of the temporary position or ten (\$10.00) dollars per day, whichever is the greater, provided that such period is for three (3) days or more. An employee's rate will not be reduced if temporarily filling a position with a lower rate of pay.
5. Any employee required temporarily to fill a position out of the scope of this Agreement shall receive a minimum of **twenty (\$20.00) dollars per day to a maximum of one hundred (100.00) dollars per week** 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.

6. When an employee's rate, prior to promotion, is within the range of the new classification, the employee's rate shall be increased to a rate in the new classification that is the next higher rate above the employee's previous rate. The employee shall be paid his regular increment increase after working 1040 hours in each current step until the top of the range is reached.

### **ARTICLE 11 - JOB CLASSIFICATIONS**

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 Co-operative shall have the right to establish a rate to be paid until the regular position rate is agreed upon. The agreed rate of pay will be effective as of the date the position was filled.

### **ARTICLE 12 - HOURS OF WORK**

1. The basic workweek for full-time employees shall be forty (40) hours, consisting of five (5), eight (8) hour days. The basic workweek for office staff shall be thirty-seven and one-half (37 ½) hours, consisting of five (5) seven and one-half (7 ½) hour days.
2. Where an employee works a shift of three (3) or more hours in length, the Co-operative shall grant the employee one (1) fifteen (15) minute paid rest period. Where an employee works a shift of six (6) or more hours in length but less than seven (7) hours, the Co-operative shall grant the employee two (2) fifteen (15) minute paid rest periods per day. 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.
3. Where possible, the Co-operative shall draw up and post a working schedule of daily starting and quitting hours for all regular full-time employees and part-time employees not later than Friday of each week for the following two (2) weeks. Twenty-four (24) hours' notice will be given of any change of the posted work schedule except in cases of emergency. If a new schedule is not posted by Friday noon then the schedule already posted shall apply for the unposted week except in cases of emergency. The schedule shall not be changed to avoid payment of overtime.
4. Except for dinner meetings, banquets or other meetings where attendance is voluntary, all other staff meetings called by the Co-operative shall be considered as time worked and shall be paid for at the appropriate rate of pay.
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 when they are in regular attendance during the school term or to staff meetings as described in paragraph 4.



6. The Co-operative agrees to schedule part-time employees on the basis of seniority, using an “equal to or more than” formula in the department on a weekly basis. This will not apply in the event an employee has restricted the number of hours or shifts they wish to work. No employee will be scheduled to work more than five (5) days consecutively without the employee’s approval. The exception to this may be for coverage of vacations, illness or seasonal fluctuations in business but only when absolutely necessary.
7. Time and one-half (1 ½ X) the regular rate of pay shall be paid for all hours that any employee is required to work which fall within ten (10) hours of their last shift.

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

1. Positions, job titles and wage rates for such positions and job titles shall be as set out in Appendix “A”, annexed to and forming part of this Agreement.
2. Employees shall be paid by direct deposit every second Friday. An itemized statement of wages and deductions will be provided.
3. 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 **eighteen (18)** month step will be considered the maximum starting rate at the Co-operative’s discretion. **The parties may agree to exceed the eighteen (18) month credit where there is merit.** The Union will be provided with all relevant information regarding the situation by the Co-operative.

### **ARTICLE 14 - OVERTIME AND PREMIUM PAY**

1. For overtime required, notice of two (2) hours shall be given unless mutually agreed between the parties concerned.
2. All hours worked in excess of the basic workweek, as determined by the Co-operative in accordance with Article 12(1), shall be paid or banked at the rate of time and one-half (1 ½ X) for the first four (4) hours in any **one** day and double (2) time thereafter.
3. Double (2) the regular rate of pay shall be paid for all hours worked on Sundays when Sunday is not an employee’s scheduled day of work.
4. Employees shall not be required to take time off regular hours of work to avoid payment of overtime pay. Employees will be able to bank their overtime and such time off shall be arranged by mutual agreement with the Department Manager subject to the following conditions:
  - (a) Any overtime will be banked up to a maximum of forty (40) hours except for Driver Sales Representatives.

- (b) Driver Sales Representatives may be scheduled a block of no less than eight (8) hours after the first forty (40) hours by their Department Manager to cover off slow periods. Such notice will be given prior to the end of the previous shift.
  - (c) All banked overtime used shall be at straight time rates of pay.
  - (d) All banked overtime that is not used as time off shall be cleared off by February 1<sup>st</sup> of each year and be compensated at the applicable overtime rates of pay.
  - (e) Employees may, upon giving the Co-operative seven (7) days' notice, receive all or a portion of their banked overtime in pay at their applicable overtime rates, to be added to their next regular paycheque.
5. Overtime shall be worked only upon the authority of the Co-operative.
  6. In computing overtime pay, all calculations shall be made to the nearest one-half (1/2) hour.
  7.
    - (a) When the operation is open for night shopping, employees required to work between 6:00 p.m. and 7:00 a.m. shall be paid a premium of forty-five (\$.45) cents per hour (fifty (\$.50) cents per hour effective April 9, 2017, fifty-five (\$.55) cents per hour effective April 8, 2018) for all such hours worked, provided that these premium hours are contained within the eight (8) hour or seven and one-half (7 ½) hour workday, whichever is applicable, based on the basic workweek as determined by the Co-operative in accordance with Article 12(1).
    - (b) For hours worked in excess of eight (8) hours or seven and one-half (7 ½) hours, whichever is applicable, normal overtime instead of shift premiums will apply to these excess hours. Overtime and shift premiums shall not be compounded when calculating the rate for any given hour.
    - (c) Shift premium rates shall only apply to full-time and regular part-time employees who worked twenty-four (24) hours or more in that week.
  8. A Sunday Lead Hand premium of one (\$1.00) dollar per hour shall be paid to one (1) employee, as designated by the Co-operative, in each department, for all hours on a Sunday where there is a cash register in that department. This would not be paid in a department where there is a management employee or section supervisor working the entire shift.

#### **ARTICLE 15 - ANNUAL VACATION**

1. Vacations with pay for employees shall be as follows:
  - (a) Employees with one (1) year's service or more shall receive three (3) weeks' vacation with pay at regular rates or three fifty-seconds (3/52nds) of the employees' total earnings, whichever is greater.

- (b) Employees with ten (10) or more years' service shall receive four (4) weeks' vacation with pay at regular rates or one-thirteenth (1/13th) of the employees' total earnings, whichever is greater.
- (c) Employees with twenty (20) or more years' service shall receive five (5) weeks' vacation with pay at regular rates or five fifty-seconds (5/52nds) of the employees' total earnings, whichever is greater.
- (d) Employees with twenty-five (25) or more years' service shall receive six (6) weeks' vacation with pay at regular rates or three twenty-sixths (3/26ths) of the employees' total earnings, whichever is greater.

If an employee is absent without pay for a period in excess of four (4) weeks, his or her vacation pay shall be computed on the basis of three fifty-seconds (3/52nds) or one-thirteenth (1/13th) or five fifty-seconds (5/52nds) or three twenty-sixths (3/26ths), whichever is applicable.

2. Employees shall be allowed to schedule vacation according to their seniority in their department **subject to business demands. Employees shall have until April 1<sup>st</sup> of each year to indicate their preferred vacation time for the following May 1<sup>st</sup> to April 30<sup>th</sup> vacation year period. Requests received after the April 1<sup>st</sup> deadline shall be scheduled subject to the date and time employees communicate their planned vacation to their Department Manager, Human Resource Manager or General Manager.**
3. Up to three (3) weeks of an employee's vacation shall be granted between May 1<sup>st</sup> and October 31<sup>st</sup> unless otherwise mutually agreed upon between the Co-operative and the employee. Additional vacation which an employee is entitled to shall be granted at Management's discretion outside this normal vacation period.
4. The annual vacation cutoff for all employees shall be April 30<sup>th</sup>. Full-time employees with less than one (1) year's service shall be entitled to one and one-quarter (1 ¼) days' vacation with pay at regular rates for each completed month of service up to April 30<sup>th</sup>.
5. 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.
6. Employees shall receive their vacation pay as part of the regular payroll cycle.
7. If the employment of an employee is terminated at any time after the commencement of his employment, the Co-operative shall pay him, in addition to all other amounts due to him, three fifty-seconds (3/52nds) of his total earnings for the period employed but if the employee has received annual vacation pay at any time during his employment, the Co-operative shall pay him three fifty-seconds (3/52nds) of his total earnings from the date

he received his last annual vacation pay. In the case of employees with ten (10) years' and up to twenty (20) years' service, the figure one-thirteenth (1/13th) shall be used. In the case of employees with twenty (20) years' service and up to twenty-five years' service, the figure five fifty-seconds (5/52nds) shall be used. In the case of employees with twenty-five (25) years' service or more, the figure three twenty-sixths (3/26ths) shall be used.

- 8. Vacations cannot be accumulated from one year to another except in extenuating circumstances which must be approved by the Co-operative.

**ARTICLE 16 - STATUTORY HOLIDAYS**

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

|                |                  |                  |
|----------------|------------------|------------------|
| 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.

- 2. The above holidays shall be observed on days other than the calendar date when so proclaimed by the Federal, Provincial or Civic authorities.
- 3. When any holiday as set out in Clause 1 falls in any employee's workweek, the workweek shall be reduced by eight (8) hours or seven and one-half (7 ½) hours, whichever is applicable, based on the basic workweek as determined by the Co-operative in accordance with Article 12(1) or the number of hours proclaimed to be observed in respect of such a week and no full-time employee shall suffer a reduction in take-home pay.
- 4. Employees working in excess of the reduced hours of work for that week shall be paid, in addition to their regular rate of pay for that week, overtime rates 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 agrees it will endeavour to ensure trained employees are available.

### **ARTICLE 17 - GRIEVANCE PROCEDURE**

1. Any complaint, disagreement or difference of opinion between the Co-operative, the Union or the employees covered by the Agreement which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance. It is understood that the foregoing will not limit an employee's right under **The Saskatchewan Employment Act** to present a grievance.
2. Any employee who feels he has been aggrieved within the terms of Article 17(1) above or the Co-operative may present a grievance. Any grievance which is not presented within seven (7) working days 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 disputes and grievances will be as follows:
  - (a) By a discussion between the Shop Steward (with the aggrieved employee present or absent at his option) and the Department Manager. The aggrieved party shall be given a written decision on the matter within six (6) working days.
  - (b) Failing agreement of Article 17(4)(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 his absence for a period in excess of one (1) week. The aggrieved party shall be given a written decision on the matter within seven (7) 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 18.
5. After the completion of any step in Article 17(4), if the Grievance Committee does not proceed to the next step within seven (7) calendar 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 dispute.

#### **ARTICLE 18 - BOARD OF ARBITRATION**

1. Any dispute or grievance presented under Article 17 of this Agreement that cannot be settled by representatives of the Co-operative and the Union shall be submitted to a Board of Arbitration at the request of either party.
2. The Board of Arbitration shall be composed of one (1) 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) working days in respect of the appointment of the Chairperson of the Board of Arbitration, the matter shall be referred to the Dean of Law, University of Saskatchewan, who shall act as Chairperson or shall appoint a Chairperson. An approach to the Dean of Law shall be made within a short period of time to have a Chairperson appointed.
3. No person shall serve on the Board of Arbitration if he is involved directly in the labour controversy under local consideration.
4. Grievances taken before the Board of Arbitration shall be submitted in writing and shall specify clearly the nature of the grievance.
5. 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. The Board of Arbitration does not have the power to modify or alter the wording of the Collective Agreement.
6. 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.
7. 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.
8. It is agreed that the expenses of the Chairperson of the Board of Arbitration shall be borne equally by the Co-operative and the Union.

9. The parties may also agree to the use of a single arbitrator. The costs of the arbitrator shall be borne equally by the parties.

#### **ARTICLE 19 - LEAVE OF ABSENCE**

1. All requests or notices for leave of absence under this Article, with the exception of Section 3, will be given in writing to the General Manager or his designate, who, upon making his decision, shall advise the employee in writing within one (1) week of the request or notice being presented.
2.
  - (a) If fifteen (15) days' 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 five (5) months, **without loss of seniority**. If mutually agreed, the leave may be of longer duration.
  - (b) Employees selected as delegates to attend Labour Conventions or business meetings, in connection with the affairs of the Union, upon giving seven (7) days' notice, 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 three (3) and they are to be from different departments.
  - (c) Leave of absence without pay for collective bargaining shall be granted to five (5) employees with no more than one (1) from a department.
3.
  - (a) Special leave of absence with pay shall be granted to full-time employees to a maximum of seven (7) working days in case of pressing emergency. Pressing emergency shall include death, serious accident or serious illness in the immediate family of an employee. Immediate family shall be confined to spouse, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, children of an employee, step-child or step-parents. Proof of emergency and time involved may be required by the Co-operative. Two (2) days' leave of absence with pay shall be granted to attend the funeral of a grandparent, grandparent of a spouse, or grandchild.
  - (b) Part-time employees shall be entitled to receive special leave of absence with pay based on the ratio of their scheduled hours to full-time hours. The daily pay for part-time employees for special leave will be calculated by dividing their regular pay for the previous four (4) weeks by twenty (20).

4. Maternity Leave

Employees **who are birth parents**, after at least thirteen (13) consecutive weeks service immediately preceding the day on which the requested leave is to commence, shall be granted a maternity leave of absence. The duration of such leave shall be at the discretion of the employee and not to exceed **a nineteen (19) 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 **the pregnancy** 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 **intended date of resumption to work**. If the employee returns to work within six (6) weeks of the birth of the child, a medical certificate certifying **the employee's fitness to work shall be required for submission to the Co-operative**. 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.

5. Parental Leave

Employees, after at least thirteen (13) consecutive weeks service immediately preceding the day on which the requested leave is to commence, shall be granted a parental leave of absence by the Co-operative. Such leave shall not exceed **fifty-nine (59)** and must be taken within **seventy-eight (78) weeks after the actual date of birth of the child** or from the date an adoptive child is placed in the employee's home. **Employees who did not take the leave in Article 19 (4) above are eligible provided the cumulative time off does not exceed sixty-three (63) 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.

6. Upon completion of two (2) years' service, an employee shall be entitled to one (1) year's leave of absence without pay but with the maintenance of seniority rights for the purpose of educational upgrading or training. An employee granted leave under this section may be required to remain in the service of the Co-operative for one (1) year after the completion of the leave of absence. The number of employees entitled to leave of absence may be limited to one (1) at any one time.
7. 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.



8. Employees shall be entitled to compassionate care leave without pay in order to care for their seriously ill child, step-child, parent or spouse for up to eight (8) weeks. If an employee requires further time, an application may be made by the employee.
9. **Where operation needs allow and subject to four (4) weeks prior notice to the Co-operative, an employee may be granted a one (1) week unpaid leave to be taken once within a calendar year. In such cases the employee concerned must pay the full contribution required under any employee benefit plan for the period involved.**

#### **ARTICLE 20 - SICK LEAVE**

1. After **five hundred and twenty (520) hours** service, full-time employees shall be credited with three and three-quarters (3 <sup>3</sup>/<sub>4</sub>) days' sick leave and, thereafter, shall accumulate sick leave with pay on the basis of one and one-quarter (1 <sup>1</sup>/<sub>4</sub>) working days for each month of his employment. Unexpended sick leave shall be credited to the employee and shall be cumulative to a maximum of ninety (90) days.
2. If, at any time, an employee exhausts or partially uses his sick leave with pay credits due to illness, upon his return back to work, he shall commence accumulating sick leave credits as set forth in Article 20(1) above.
3. It shall be the duty of every employee absent because of sickness to report to the Co-operative as follows:
  - (a) Report his sickness to his Department Manager as soon as possible before his regular starting time on the first day of absence.
  - (b) Present a certificate of a medical practitioner verifying his illness during absence if requested to do so by the Co-operative.
4. 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.
5. Proven abuse of any of the sick leave benefits provided under this Article shall be sufficient cause of summary dismissal of the employee or employees concerned.
6. The Co-operative agrees to have sick leave accumulation figures available in the administration office for the information of employees.
7. 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. Employee's sick leave entitlement will also apply for care of sick children and step-children or for specialists' appointments and medical/dental procedures for children, step-children, spouse or parents to a maximum of twenty-four (24) hours per **calendar** year.

## **ARTICLE 21 - SAFETY AND HEALTH**

1. The Co-operative shall make 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 and Safety Committee as per the Saskatchewan Employment Act.
4. Driver Sales Representatives and Yard Clerks shall be reimbursed for the purchase of one (1) pair of adequate safety boots per year to a maximum of \$150.00. An employee who has safety concerns may make an application for the same reimbursement. Any employee receiving the reimbursement must wear the boots while working their shift.
5. The Co-operative shall provide, at no cost, all cold weather clothing required by employees worked at the C-Store (jackets, toques, gloves, winter overalls).

## **ARTICLE 22 - NOTICE BOARDS**

The Co-operative agrees to install suitable notice boards in locations accessible to the employees. These boards may be used for the posting of notices of interest to the employees and the Union.

## **ARTICLE 23 - MISCELLANEOUS PROVISIONS**

1. (a) Minimum notice of layoff or pay in lieu of notice of layoff requirements shall be governed by the Saskatchewan Employment Act.  
 (b) Employees will be requested to give the Co-operative a minimum of seven (7) days' notice in the event they wish to terminate employment.
2. Employees shall not be discriminated against by the Co-operative nor the Union in any manner because of union membership, non-union membership, race, color, creed, age, sex, religious or political beliefs.
3. The Co-operative shall maintain the present policies respecting uniforms for employees.
4. The Co-operative's present policy of providing employee benefits covering group insurance, superannuation, long term disability, accident compensation and dental plan shall be continued during the life of this Agreement.
5. An authorized representative of the Union shall be permitted after having requested permission from the Department Manager involved 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 **Co-operative** time.

6. The Co-operative agrees to pay for the basic cost of a Class 3A or applicable license if such license is required for the employee to perform duties for the Co-operative.
7. Jury and Witness Pay: Employees summoned to jury duty or subpoenaed before a Court of Law shall be paid wages amounting to the difference between the amounts paid them for jury or witness services and the amount the employee would have earned had they worked on such days. This does not apply if the employee is excused from jury duty or as a witness for the rest of the day or days and fails to report back to work or if the jury or witness duty occurs on the employee's scheduled day off.
8. The Co-operative shall pay the costs of all medical reports required by the Co-operative.

**ARTICLE 24 - STRIKES AND LOCKOUTS**

1. (a) It is hereby agreed that during the life of this Agreement, there shall be no strike, slowdown or work stoppage on the part of the Union nor shall there be a lockout on the part of the Co-operative.
- (b) The Union agrees not to call a meeting of its members, who are members of the Co-operative, during any hours which will interfere with the normal operations of the Co-operative.

**ARTICLE 25 - DURATION OF AGREEMENT**

This Agreement shall be effective as of **April 1, 2019** and shall remain in force until **March 31, 2022** 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.

**DATED** this 14 day of **November 2019**, in the Town of Kindersley, Saskatchewan.

**SIGNED ON BEHALF OF THE  
CO-OPERATIVE:**

Mario Bouvier  
Lisa Klassen  
Donna McBride  
Tom Watt

**SIGNED ON BEHALF OF THE UNION:**

Shannon Beheil  
Courtney Peters  
Roger Brochu  
Sarah Mills  
Bonnie Adams  
Trevor Miller, Representative

**APPENDIX "A"**  
**JOB CLASSIFICATIONS AND HOURLY WAGE RATES**

Casual and part-time help shall accumulate seniority for the purposes of applying Appendix "A". For the purpose of applying Appendix "A" to casual and part-time help, it is agreed that six (6) months is equal to 1040 hours. Casual and part-time help will be paid the rate of the classification in which they work (students under 18 years of age excepted).

| <b>Shedule I - Effective April 1, 2019</b> |              |                       |                        |                        |                        |  |
|--|--------------|-----------------------|------------------------|------------------------|------------------------|--|
| <b>Classification</b>                      | <b>Start</b> | <b>1040HRS (6 Mo)</b> | <b>2080HRS (12 Mo)</b> | <b>3120HRS (18 Mo)</b> | <b>4160HRS (24 Mo)</b> |  |
| Office Clerk                               | \$12.69      | \$13.44               | \$14.21                | \$15.44                | \$17.19                |  |
| Clerk/Cashier                              | \$12.69      | \$13.44               | \$14.21                | \$15.44                | \$17.19                |  |
| Section Supervisor                         | \$12.69      | \$13.95               | \$15.21                | \$17.05                | \$19.09                |  |
| Bakery/Deli Clerk                          | \$12.69      | \$13.44               | \$14.21                | \$15.44                | \$17.19                |  |
| File Maintenance Clerk                     | \$12.69      | \$13.95               | \$15.21                | \$17.05                | \$19.09                |  |
| Yard Clerk                                 | \$12.69      | \$13.44               | \$14.21                | \$15.44                | \$17.19                |  |
| Yard Supervisor                            | \$12.69      | \$13.95               | \$15.21                | \$17.05                | \$19.09                |  |
| Estimator                                  | \$16.61      | \$17.80               | \$18.96                | \$21.07                | \$23.10                |  |
| Lumber Delivery Driver                     | \$16.61      | \$17.80               | \$18.96                | \$21.07                | \$23.10                |  |
| Home and Agro Clerk                        | \$12.69      | \$13.44               | \$14.21                | \$15.44                | \$17.19                |  |
| Home and Agro Cashier                      | \$12.69      | \$13.44               | \$14.21                | \$15.44                | \$17.19                |  |
| Driver Sales Rep                           | \$24.35      | \$25.53               | \$26.68                | \$27.84                | \$29.13                |  |
| Meat Cutter                                | \$20.89      | \$22.04               | \$23.19                | \$24.35                | \$25.66                |  |
| Pump Attendant                             | \$12.69      | \$13.44               | \$14.21                | \$15.44                | \$17.19                |  |
| Sr. Pump Attendant                         | \$12.69      | \$13.95               | \$15.21                | \$17.05                | \$18.79                |  |
| Head Cashier                               | \$12.69      | \$13.95               | \$15.21                | \$17.05                | \$19.09                |  |
| <b>EATONIA</b>                             |              |                       |                        |                        |                        |  |
| Clerk Cashier                              | \$12.69      | \$13.00               | \$13.31                | \$13.61                | \$14.62                |  |
| Section Supervisor                         | \$12.69      | \$13.61               | \$14.58                | \$15.53                | \$17.81                |  |
| Students                                   | \$12.04      | \$12.36               | \$12.69                | \$13.00                | \$13.38                |  |

**Note #1:** The Co-operative agrees to prepare a legend of the codes used on the payroll slips. This legend will be attached to the payroll slips of all new employees and in January and July of each year for all other employees. It will also be posted in the coffee room.

**APPENDIX "A"**  
**JOB CLASSIFICATIONS AND HOURLY WAGE RATES**

Casual and part-time help shall accumulate seniority for the purposes of applying Appendix "A". For the purpose of applying Appendix "A" to casual and part-time help, it is agreed that six (6) months is equal to 1040 hours. Casual and part-time help will be paid the rate of the classification in which they work (students under 18 years of age excepted).

| <b>Schedule I - Effective April 5, 2020</b> |              |                       |                        |                        |                        |
|---|--------------|-----------------------|------------------------|------------------------|------------------------|
| <b>Classification</b>                       | <b>Start</b> | <b>1040HRS (6 Mo)</b> | <b>2080HRS (12 Mo)</b> | <b>3120HRS (18 Mo)</b> | <b>4160HRS (24 Mo)</b> |
| Office Clerk                                | \$12.82      | \$13.57               | \$14.35                | \$15.59                | \$17.45                |
| Clerk/Cashier                               | \$12.82      | \$13.57               | \$14.35                | \$15.59                | \$17.45                |
| Section Supervisor                          | \$12.82      | \$14.09               | \$15.36                | \$17.22                | \$19.38                |
| Bakery/Deli Clerk                           | \$12.82      | \$13.57               | \$14.35                | \$15.59                | \$17.45                |
| File Maintenance Clerk                      | \$12.82      | \$14.09               | \$15.36                | \$17.22                | \$19.38                |
| Yard Clerk                                  | \$12.82      | \$13.57               | \$14.35                | \$15.59                | \$17.45                |
| Yard Supervisor                             | \$12.82      | \$14.09               | \$15.36                | \$17.22                | \$19.38                |
| Estimator                                   | \$16.78      | \$17.98               | \$19.15                | \$21.28                | \$23.45                |
| Lumber Delivery Driver                      | \$16.78      | \$17.98               | \$19.15                | \$21.28                | \$23.45                |
| Home and Agro Clerk                         | \$12.82      | \$13.57               | \$14.35                | \$15.59                | \$17.45                |
| Home and Agro Cashier                       | \$12.82      | \$13.57               | \$14.35                | \$15.59                | \$17.45                |
| Driver Sales Rep                            | \$24.59      | \$25.79               | \$26.95                | \$28.12                | \$29.57                |
| Meat Cutter                                 | \$21.10      | \$22.26               | \$23.42                | \$24.59                | \$26.04                |
| Pump Attendant                              | \$12.82      | \$13.57               | \$14.35                | \$15.59                | \$17.45                |
| Sr. Pump Attendant                          | \$12.82      | \$14.09               | \$15.36                | \$17.22                | \$19.07                |
| Head Cashier                                | \$12.82      | \$14.09               | \$15.36                | \$17.22                | \$19.38                |
| <b>EATONIA</b>                              |              |                       |                        |                        |                        |
| Clerk Cashier                               | \$12.82      | \$13.13               | \$13.44                | \$13.75                | \$14.84                |
| Section Supervisor                          | \$12.82      | \$13.75               | \$14.73                | \$15.69                | \$18.08                |
| Students                                    | \$12.16      | \$12.48               | \$12.82                | \$13.13                | \$13.58                |

**Note #1:** The Co-operative agrees to prepare a legend of the codes used on the payroll slips. This legend will be attached to the payroll slips of all new employees and in January and July of each year for all other employees. It will also be posted in the coffee room.

**APPENDIX "A"**  
**JOB CLASSIFICATIONS AND HOURLY WAGE RATES**

Casual and part-time help shall accumulate seniority for the purposes of applying Appendix "A". For the purpose of applying Appendix "A" to casual and part-time help, it is agreed that six (6) months is equal to 1040 hours. Casual and part-time help will be paid the rate of the classification in which they work (students under 18 years of age excepted).

| <b>Schedule I - Effective April 4, 2021</b> |              |                       |                        |                        |                        |  |
|---|--------------|-----------------------|------------------------|------------------------|------------------------|--|
| <b>Classification</b>                       | <b>Start</b> | <b>1040HRS (6 Mo)</b> | <b>2080HRS (12 Mo)</b> | <b>3120HRS (18 Mo)</b> | <b>4160HRS (24 Mo)</b> |  |
| Office Clerk                                | \$12.95      | \$13.71               | \$14.49                | \$15.75                | \$17.71                |  |
| Clerk/Cashier                               | \$12.95      | \$13.71               | \$14.49                | \$15.75                | \$17.71                |  |
| Section Supervisor                          | \$12.95      | \$14.23               | \$15.51                | \$17.39                | \$19.67                |  |
| Bakery/Deli Clerk                           | \$12.95      | \$13.71               | \$14.49                | \$15.75                | \$17.71                |  |
| File Maintenance Clerk                      | \$12.95      | \$14.23               | \$15.51                | \$17.39                | \$19.67                |  |
| Yard Clerk                                  | \$12.95      | \$13.71               | \$14.49                | \$15.75                | \$17.71                |  |
| Yard Supervisor                             | \$12.95      | \$14.23               | \$15.51                | \$17.39                | \$19.67                |  |
| Estimator                                   | \$16.95      | \$18.16               | \$19.34                | \$21.49                | \$23.80                |  |
| Lumber Delivery Driver                      | \$16.95      | \$18.16               | \$19.34                | \$21.49                | \$23.80                |  |
| Home and Agro Clerk                         | \$12.95      | \$13.71               | \$14.49                | \$15.75                | \$17.71                |  |
| Home and Agro Cashier                       | \$12.95      | \$13.71               | \$14.49                | \$15.75                | \$17.71                |  |
| Driver Sales Rep                            | \$24.84      | \$26.05               | \$27.22                | \$28.40                | \$30.01                |  |
| Meat Cutter                                 | \$21.31      | \$22.48               | \$23.65                | \$24.84                | \$26.43                |  |
| Pump Attendant                              | \$12.95      | \$13.71               | \$14.49                | \$15.75                | \$17.71                |  |
| Sr. Pump Attendant                          | \$12.95      | \$14.23               | \$15.51                | \$17.39                | \$19.36                |  |
| Head Cashier                                | \$12.95      | \$14.23               | \$15.51                | \$17.39                | \$19.67                |  |
| <b>EATONIA</b>                              |              |                       |                        |                        |                        |  |
| Clerk Cashier                               | \$12.95      | \$13.26               | \$13.57                | \$13.89                | \$15.06                |  |
| Section Supervisor                          | \$12.95      | \$13.89               | \$14.88                | \$15.85                | \$18.35                |  |
| Students                                    | \$12.28      | \$12.60               | \$12.95                | \$13.26                | \$13.78                |  |

**Note #1:** The Co-operative agrees to prepare a legend of the codes used on the payroll slips. This legend will be attached to the payroll slips of all new employees and in January and July of each year for all other employees. It will also be posted in the coffee room.

**APPENDIX "A"**  
**JOB CLASSIFICATIONS AND HOURLY WAGE RATES**

Casual and part-time help shall accumulate seniority for the purposes of applying Appendix "A". For the purpose of applying Appendix "A" to casual and part-time help, it is agreed that six (6) months is equal to 1040 hours. Casual and part-time help will be paid the rate of the classification in which they work (students under 18 years of age excepted).

| <b>Schedule I - Effective April 3, 2022</b> |              |                       |                        |                        |                        |
|---|--------------|-----------------------|------------------------|------------------------|------------------------|
| <b>Classification</b>                       | <b>Start</b> | <b>1040HRS (6 Mo)</b> | <b>2080HRS (12 Mo)</b> | <b>3120HRS (18 Mo)</b> | <b>4160HRS (24 Mo)</b> |
| Office Clerk                                | \$13.08      | \$13.85               | \$14.63                | \$15.91                | \$17.98                |
| Clerk/Cashier                               | \$13.08      | \$13.85               | \$14.63                | \$15.91                | \$17.98                |
| Section Supervisor                          | \$13.08      | \$14.37               | \$15.67                | \$17.56                | \$19.97                |
| Bakery/Deli Clerk                           | \$13.08      | \$13.85               | \$14.63                | \$15.91                | \$17.98                |
| File Maintenance Clerk                      | \$13.08      | \$14.37               | \$15.67                | \$17.56                | \$19.97                |
| Yard Clerk                                  | \$13.08      | \$13.85               | \$14.63                | \$15.91                | \$17.98                |
| Yard Supervisor                             | \$13.08      | \$14.37               | \$15.67                | \$17.56                | \$19.97                |
| Estimator                                   | \$17.12      | \$18.34               | \$19.53                | \$21.70                | \$24.16                |
| Lumber Delivery Driver                      | \$17.12      | \$18.34               | \$19.53                | \$21.70                | \$24.16                |
| Home and Agro Clerk                         | \$13.08      | \$13.85               | \$14.63                | \$15.91                | \$17.98                |
| Home and Agro Cashier                       | \$13.08      | \$13.85               | \$14.63                | \$15.91                | \$17.98                |
| Driver Sales Rep                            | \$25.09      | \$26.31               | \$27.49                | \$28.68                | \$30.46                |
| Meat Cutter                                 | \$21.52      | \$22.70               | \$23.89                | \$25.09                | \$26.83                |
| Pump Attendant                              | \$13.08      | \$13.85               | \$14.63                | \$15.91                | \$17.98                |
| Sr. Pump Attendant                          | \$13.08      | \$14.37               | \$15.67                | \$17.56                | \$19.65                |
| Head Cashier                                | \$13.08      | \$14.37               | \$15.67                | \$17.56                | \$19.97                |
| <b>EATONIA</b>                              |              |                       |                        |                        |                        |
| Clerk Cashier                               | \$13.08      | \$13.39               | \$13.71                | \$14.03                | \$15.29                |
| Section Supervisor                          | \$13.08      | \$14.03               | \$15.03                | \$16.01                | \$18.63                |
| Students                                    | \$12.40      | \$12.73               | \$13.08                | \$13.39                | \$13.99                |

**Note #1:** The Co-operative agrees to prepare a legend of the codes used on the payroll slips. This legend will be attached to the payroll slips of all new employees and in January and July of each year for all other employees. It will also be posted in the coffee room.

**APPENDIX "B"**

Part-time employees (excluding students) who average twenty-four (24) hours or more per week over a thirteen (13) consecutive week period shall be entitled to:

1. **Dental Coverage**

The Co-operators' Dental Plan, in accordance with the bylaws of the plan, will be made available to part-time employees. The premiums will be shared between the Co-operative and the employee on the same basis as for full-time employees. It is understood that participation in the plan is compulsory for all eligible employees.

2. **Sick Leave**

Part-time employees (excluding students) who average twenty-four (24) hours or more per week over a thirteen (13) consecutive week period shall accumulate sick leave credits on the basis of ten (10) hours for each one hundred and seventy-three (173) hours worked. Once an employee qualifies for this benefit, as stated above, they shall be credited with sick leave credits on the basis of hours worked to the beginning of the thirteen (13) consecutive week period in which they last qualified. Should an employee work for less than an average of twenty-four (24) hours per week over a thirteen (13) consecutive week period, they will lose this benefit, however, they will be allowed to keep the unused sick leave credits they have accumulated. Unused sick leave credits for part-time employees shall accumulate to a maximum of two hundred (200) hours. Sick pay benefits shall apply only for absences from scheduled work. It is clearly understood that Article 20, Sections 3, 4 and 5 shall apply.

3. **Group Life**

Part-time employees who average twenty-four (24) or more hours per week over a thirteen (13) consecutive week period will receive Plan A Group Life Insurance. The premiums will be shared between the Co-operative and the employee on the same basis as for full-time employees. Participation is compulsory for eligible employees.

4. 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 their benefits listed above.

5. Part-time employees (excluding students) who average between fifteen (15) hours and twenty-four (24) hours per week over a thirteen (13) consecutive week period will receive Plan B benefits for Dental and Group Life Insurance. The premiums will be shared between the Co-operative and the employee on the same basis as for full-time employees. Participation is compulsory for eligible employees.

6. The Co-operative shall provide all employees who average twenty-four (24) hours or more



per week with an Extended Health Care Plan as is provided in the “Extended Health Care Plan For Employees in Saskatchewan”. The Co-operative and all eligible employees shall share the cost of the Plan premiums on a 50/50 basis.

7. Employees shall be entitled to compassionate care leave without pay in order to care for their seriously ill child, step-child, parent or spouse for up to eight (8) weeks. If an employee requires further time, an application may be made by the employee.

**Additionally, employees will be entitled to Compassionate Care Leave in accordance with the Employment Standard Act.**

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**THE KINDERSLEY AND DISTRICT CO-OPERATIVE LIMITED**

**AND:**

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

**Re: Full-time Review**

The Union and the Co-operative agree that an annual review of part-time hours shall be done by the parties each year in order to further identify those positions that should be made full-time.

**DATED** this 14 day of **November 2019**, in the Town of Kindersley, Saskatchewan.

**SIGNED ON BEHALF OF THE  
CO-OPERATIVE:**

Mario Bouvier  
Lisa Klassen  
Donna McBride  
Tom Watt

**SIGNED ON BEHALF OF THE UNION:**

Shannon Beheil  
Courtney Peters  
Roger Brochu  
Sarah Mills  
Bonnie Adams  
Trevor Miller, Representative

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**THE KINDERSLEY AND DISTRICT CO-OPERATIVE LIMITED**

**AND:**

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

**Re: Minimum Wage**

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 twenty-five (\$0.25) cents above minimum wage.

**DATED** this 14 day of **November 2019**, in the Town of Kindersley, Saskatchewan.

**SIGNED ON BEHALF OF THE  
CO-OPERATIVE:**

Mario Bouvier  
Lisa Klassen  
Donna McBride  
Tom Watt

**SIGNED ON BEHALF OF THE UNION:**

Shannon Beheil  
Courtney Peters  
Roger Brochu  
Sarah Mills  
Bonnie Adams  
Trevor Miller, Representative

**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**THE KINDERSLEY AND DISTRICT CO-OPERATIVE LIMITED**

**AND:**

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

**Re: Uniforms**

The Co-operative agrees to supply all employees' uniforms as follows:

Full-time employees – Three (3) shirts/Two (2) pants;

Part-time employees – Two (2) shirts/One (1) pant;

and replacement uniforms as needed at no cost to the employees. Employees will be expected to keep the uniforms clean and in good repair. The cost of all optional Co-operative apparel (uniform program) shall be shared equally (50/50) by the Co-operative and the employee. All uniform pieces will be returned to the Co-operative at the conclusion of the term of employment.

**DATED** this 14 day of **November 2019**, in the Town of Kindersley, Saskatchewan.

**SIGNED ON BEHALF OF THE  
CO-OPERATIVE:**

Mario Bouvier  
Lisa Klassen  
Donna McBride  
Tom Watt

**SIGNED ON BEHALF OF THE UNION:**

Shannon Beheil  
Courtney Peters  
Roger Brochu  
Sarah Mills  
Bonnie Adams  
Trevor Miller, Representative

**LETTER OF UNDERSTANDING #4**

**BETWEEN:**

**THE KINDERSLEY AND DISTRICT CO-OPERATIVE LIMITED**

**AND:**

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

**Re: Post-Secondary Students**

The parties agree that in the event that post-secondary students have restricted their shifts to the extent that they are only scheduled around Christmas or Easter or when secondary education is recessed for the summer, they shall not be scheduled on the basis of seniority. In other words, for the purposes of scheduling, they shall be treated as having had a break in service.

**DATED** this 14 day of **November 2019**, in the Town of Kindersley, Saskatchewan.

**SIGNED ON BEHALF OF THE  
CO-OPERATIVE:**

Mario Bouvier  
Lisa Klassen  
Donna McBride  
Tom Watt

**SIGNED ON BEHALF OF THE UNION:**

Shannon Beheil  
Courtney Peters  
Roger Brochu  
Sarah Mills  
Bonnie Adams  
Trevor Miller, Representative

**LETTER OF UNDERSTANDING #5**

**BETWEEN:                    KINDERSLEY CO-OPERATIVE ASSOCIATION LIMITED**

**AND:                         SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE,  
AND DEPARTMENT STORE UNION, LOCAL 544-K**

**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. Each employee will elect, on a form provided by the Co-operative, in the first week of January, May and September, whether they wish to be exempted from these provisions. A declaration to this effect will be signed by the employee and delivered to their Department Manager.
4. In each case, the Employer shall retain the right to schedule which days shall be worked and which shall be days off.
5. The Employer shall have the right to schedule outside these provisions because of peak seasonal requirements or emergencies.
6. The Employer shall allow fair and equitable rotation of Friday/Saturday, Saturday/Sunday and Sunday/Monday as scheduled days off to the extent possible in each Department and Classification. It is further agreed that the Co-operative may need to schedule employees more than five (5) days consecutively but no more than is needed in order to schedule the employee their rotation of weekends off.

**DATED** this   14   day of **November 2019**, in the Town of Kindersley, Saskatchewan.

**SIGNED ON BEHALF OF THE  
CO-OPERATIVE:**

Mario Bouvier  
Lisa Klassen  
Donna McBride  
Tom Watt

**SIGNED ON BEHALF OF THE UNION:**

Shannon Beheil  
Courtney Peters  
Roger Brochu  
Sarah Mills  
Bonnie Adams  
Trevor Miller, Representative

**LETTER OF UNDERSTANDING #6**

**BETWEEN:                    KINDERSLEY CO-OPERATIVE ASSOCIATION LIMITED**

**AND:                         SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE,  
AND DEPARTMENT STORE UNION, LOCAL 544-K**

**Re: Scheduling and Overtime**

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

**DATED** this 14 day of **November 2019**, in the Town of Kindersley, Saskatchewan.

**SIGNED ON BEHALF OF THE  
CO-OPERATIVE:**

Mario Bouvier  
Lisa Klassen  
Donna McBride  
Tom Watt

**SIGNED ON BEHALF OF THE UNION:**

Shannon Beheil  
Courtney Peters  
Roger Brochu  
Sarah Mills  
Bonnie Adams  
Trevor Miller, Representative