

THIS AGREEMENT made this 20th day of November, A.D. 2017

BETWEEN: THE YORKTON CO-OPERATIVE ASSOCIATION
LIMITED

OF THE FIRST PART

AND: THE SASKATCHEWAN JOINT BOARD,
RETAIL, WHOLESALE AND DEPARTMENT STORE
UNION

OF THE SECOND PART

AGREEMENT



Expires: May 2, 2021

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THIS AGREEMENT made and entered into this **20th** day of **November**, A.D. **2017**.

BETWEEN: YORKTON CO-OPERATIVE ASSOCIATION LIMITED, a body corporate, incorporated under the Co-operative Association Act, with head office in the City of Yorkton, in the Province of Saskatchewan, hereinafter referred to as the "Co-operative"

OF THE FIRST PART

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

OF THE SECOND PART

ARTICLE 1 - PURPOSE

The Co-operative and the Union mutually agree that the purpose of this Agreement shall be:

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

ARTICLE 2 - CLARIFICATION OF TERMS

It is agreed wherever 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 hereby agrees to negotiate with the Union or its designated bargaining representatives on matters relating to rates of pay, hours of work, and any 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 at all times carry out their individual responsibilities according to the regulations, methods and procedures established by Management, subject to the terms and provisions of this Agreement.

3. The Union agrees to encourage all employees of the Co-operative covered by this Agreement to become members of the Co-operative. All employees shall be presented with a form letter from the Union, approved by the Co-operative, encouraging employees to support all of the Co-operative's departments to the best of their ability.

ARTICLE 4 - SCOPE

This Agreement shall cover all employees employed by the Yorkton Co-operative Association Limited in its places of business located in the City of Yorkton, in the Province of Saskatchewan except the:

General Manager	Food Division Manager
Marketing Manager	Grocery Manager
Office Manager	Bakery-Deli Manager
Human Resources Manager	Manager Meat Manager
Human Resources Advisor	Produce Manager
Payroll Officer	Agro Division Manager
Controller	Agro Centre Manager
Accountant	Assistant Agro Centre Manager
Credit Manager	
Loss Prevention and Asset Protection Manager	
Petroleum Manager	
Maintenance Manager	
Gas Bar Managers (one [1] per location)	
Two Management Trainees	

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 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 and discharge employees, are to be the right and function of the Co-operative.
2. The parties agree that the enumeration of Management's rights as set out shall not exclude other functions not specifically stated. The Co-operative, therefore, retains all rights not otherwise specifically covered by this Agreement.
3. In exercising the above rights, the Co-operative shall act in good faith and any of its decisions which affect hours of work, wages and all other working conditions of employees shall not be in violation of the terms and provisions of this Agreement.
4. The Co-operative shall be the sole judge of the merchandise to be handled in its operation.

ARTICLE 6 - UNION SECURITY

1. Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of his/her 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/her employment and shall become a member of the Union within thirty (30) calendar days after commencement of his/her employment.
2. Management shall introduce new employees to a shop steward or executive member of the Union at the orientation session where the Union will provide information packages.
3. If an employee is to receive written discipline where it is entered into the personnel file, suspended or discharged, the employee shall be accompanied by a Shop Steward.
4. If a document involving a written reprimand, suspension or dismissal is entered into an employee's file, the employee shall be given a copy of the document at the time it is entered into the file.
5. Disciplinary documents shall be removed from an employee's file after a period of **twenty-four (24) months** providing there are no other disciplinary documents placed on the file within that **twenty-four (24) month** period. Disciplinary documents concerning theft or acts of violence, harassment, bullying, **or major safety violations** between Employer and employee and/or between employees shall not be removed from the employee's file.
6. Union dues deductions deducted from the Co-operative payroll during the calendar year, shall be included on the T-4 Income Tax Forms that are provided by the Co-operative.
7. The Union shall provide the Co-operative with the names of the current shop stewards and alternates when changes occur, with a minimum of every six months.

ARTICLE 7 - DUES CHECKOFF

Upon receipt of a written request from any employee, the Co-operative shall deduct initiation fees, monthly Union dues and general assessments from the wages owed him/her. Such deductions shall be made on the last payday of each month for the current month and shall be remitted within fifteen (15) days to the person designated by the Union. Each month the Co-operative shall furnish the Union with a written list of:

1. Names of employees from whom the deductions have been made.
2. Names of employees who are hired, laid-off or whose employment has been terminated.

3. Home addresses of all employees hired and any changes of address of any employee, where provided by the employee.

Employees hired by the Co-operative shall be requested by management to fill in the union application card on the day other employment documents are filled out.

ARTICLE 8 - JOB CLASSIFICATIONS

Rates of pay for any new classifications that may be established by the Co-operative within the scope of this Agreement shall be subject to negotiations and the rate of pay agreed to between the Co-operative and the Union shall be committed in writing provided the Co-operative shall have the right to establish a rate to be paid until the regular position rate is agreed upon. The agreed rate of pay will be effective as of the date the new position was filled.

ARTICLE 9 - 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 continuous working period of three (3) months, during which time they shall not acquire seniority. Upon completion of the probation period, seniority shall be established retroactive to the date on which the employee last entered the service of the Co-operative. The Co-operative and the Union, in special cases, may mutually agree to extend the probation period of an employee for a further period of up to three (3) months, but not to exceed six (6) months in total. Such agreement shall be confirmed in writing. The Co-operative, at their discretion, may discharge any probationary employee within the above time limits and said employee shall have no recourse to the Grievance and Arbitration articles of this Agreement in respect to this discharge.
2. If an employee, upon completion of his/her probationary period is absent from work due to accident or illness, he/she shall continue to accumulate seniority provided such absence does not exceed one (1) year after which each case will be reviewed individually. In case of an employee on Workers' Compensation benefits, he/she shall accumulate seniority until such time as he/she receives a compensation pension or a lump payment settlement from the Workers' Compensation Board. If an employee is absent from work because of layoff or leave of absence, he/she shall retain his/her seniority accumulated prior to his/her layoff or leave of absence.
3. Seniority of an employee shall be considered terminated when an employee:
 - (a) Voluntarily leaves the service of the Co-operative.
 - (b) Is discharged for just cause.
 - (c) Fails to report to work on recall after layoff.
 - (d) Is laid off and not recalled for a period in excess of twelve (12) months.

4. The Co-operative shall prepare **every** January and July, a seniority list setting out each employee's seniority and job classification. **The seniority list shall be posted in all locations and a copy of the seniority list shall be provided to the Chief Steward and the Union.**

ARTICLE 10 - LAYOFFS AND RECALLS

1. When reducing staff or recalling laid-off employees, seniority shall prevail, providing the senior employee has the merit, ability and fitness to handle the work to be performed.
2. When recalling an employee who has been laid off, the Co-operative will notify such employee by registered letter to the employee's last known address. The employee must notify the Co-operative within ten (10) days of the mailing of the letter, stating acceptance or refusal of the employment offer. If the employee fails to report within the prescribed time but reports within thirty (30) days, showing sickness, accident or insufficient travelling time for having failed to report, he/she shall be notified of the next vacancy and his/her seniority retained. Employees shall have the right to decline recalls if for periods of thirty (30) days or less, without effect on seniority status.
3. It is understood that Management trainees will not displace or replace any regular employees of the Co-operative.
4. It shall be the responsibility of the employee to leave his/her current address with the Co-operative.
5. The Co-operative shall give regular full-time and regular part-time employees the following written notice or pay in lieu of notice in case of layoff, if for more than three (3) days, or discharge except when an employee is discharged for just cause:
 - (a) After thirty (30) days' service and up to one (1) year of service, one (1) week's written notice or pay in lieu of notice;
 - (b) After one (1) year's service and up to three (3) years' service, two (2) weeks' written notice or pay in lieu of notice;
 - (c) After three (3) years' service and up to five (5) years' service, four (4) weeks' written notice or pay in lieu of notice;
 - (d) After five (5) years' service and up to ten (10) years' service, six (6) weeks' written notice or pay in lieu of notice;
 - (e) After ten (10) years' service, eight (8) weeks' written notice or pay in lieu of notice.

ARTICLE 11 - PROMOTIONS AND VACANCIES

1. Promotions and vacancies shall be filled on the basis of ability, merit, fitness and seniority. The Co-operative, in determining merit, ability and fitness, shall act in good faith and shall not discriminate in any manner.
2. With respect to any new positions, or any vacancies, notice of such positions or vacancies shall be posted in places accessible to all employees. A period of six (6) working days shall be given to employees in which to make application for all such positions in writing. The Chief Shop Steward **and the Union** shall be given copies of all job postings at the time of the posting.

An employee who is on vacation or on leave may advise Human Resources if they wish to be notified about vacancies that arise during their absence. A copy of the posting will be sent electronically to the location requested by the employee.

3. An employee filling a new position or vacancy shall be permitted a trial period of three (3) months. If such employee does not perform the duties satisfactorily within that time, he/she shall revert to his/her former position. If it appears to the Co-operative that such employee is incapable of performing the duties satisfactorily, he/she may be required to revert to his/her former position before the expiration of three (3) months.
4. If an employee's rate, prior to promotion, is within the range of the new classification, his/her rate shall not be reduced and after promotion he/she shall be paid his/her regular increments until the top of the range is reached.

ARTICLE 12 - GRIEVANCE PROCEDURE

1. Any employee or the Union 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. In case of payroll grievance, the **seven (7)** working days would apply after receiving the final pay cheque statement for the accounting period.
2. All grievances shall be submitted in writing and shall clearly set forth the issue and contentions of the aggrieved parties.
3. A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance procedures:
 - (a) A discussion between the Shop Steward (with the aggrieved employee present or absent, at his/her option) and the Department Manager, or his/her duly appointed representative (in the event of his/her absence for a period in excess of five (5) working days). The

Department Manager or his/her duly appointed representative 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/her duly appointed representative (in the event of his/her absence for a period in excess of one (1) week). The General Manager shall render 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 13.
4. After the completion of any step in Section three (3), if the Union does not proceed to the next step within **ten (10)** working days, the grievance shall lapse.
 5. 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.
 6. 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.

ARTICLE 13 - BOARD OF ARBITRATION

1. The Board of Arbitration shall be composed of one (1) Co-operative representative, one (1) Union representative and one (1) person acceptable to both the Union and the Co-operative, who shall act as Chairperson. If agreement cannot be reached within seven (7) days in respect of the appointment of the Chairperson of the Board of Arbitration, then the matter shall be referred to the Minister of Labour, Province of Saskatchewan, who shall act as Chairperson, or shall appoint a Chairperson. It is agreed that each party shall name its representative to a Board of Arbitration within fourteen (14) days of being notified that the dispute is to be referred to a Board of Arbitration. The parties may also agree to the use of a single Arbitrator. The single Arbitrator would be agreed upon or appointed in the same manner as a Chairperson.
2. No person shall serve on the Board of Arbitration if he/she 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 or the single Arbitrator shall be borne equally by the Co-operative and the Union.

ARTICLE 14 - LEAVE OF ABSENCE

1. All requests for leave of absence under this Article shall be made in writing to the General Manager or his/her designate and must be accompanied by the appropriate documentation that may be applicable in each case. The General Manager or his/her designate shall respond in writing to the person making the request.
2. If an employee is elected or appointed as an official delegate to attend conventions or business meetings in connection with the affairs of the Union, he/she shall, on giving the Co-operative at least fourteen (14) days' notice, be granted such leave of absence without pay as may be necessary to enable him/her to attend such meetings or conventions. The number of delegates shall be limited to three (3) at any one time, and only one (1) from any department.
3. The Co-operative agrees to grant necessary time off without pay and without discrimination to not more than one (1) employee designated by the Union, for a maximum of six (6) months or longer period as may be mutually agreeable, to attend a labour convention, or to serve in any capacity on any other official Union business, provided that notification is given the Co-operative in sufficient time to secure a relief worker for the job involved.
4. Maternity Leave - Female employees, after **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 without pay. 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.

Benefits will not accumulate or be paid during maternity leave, but the employee's benefits held before such leave shall be reinstated upon her return to work. 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 **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, without pay, 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 Section 4 above are eligible provided the cumulative time off does not exceed fifty-two (52) weeks, provided the parental leave is taken consecutive to the maternity leave. Seniority shall accumulate during the parental leave. Applications for parental leave must be made at the same time when the application for maternity leave is submitted. The employee shall give the Co-operative a minimum of four (4) weeks notice of the intent to take such leave and similar notice when returning to work.
6. Employees on maternity and parental leave will continue to accumulate seniority only for the purposes set out in this Agreement. Where an employee works less than twenty (20) days in the four (4) weeks preceding the commencement of the leave, seniority shall accumulate at the rate of 1/20th of the total hours worked in that four (4) week period for each day of leave (excluding weekends). In all other cases, an employee accumulates seniority at the rate of eight (8) hours for each day of the leave (excluding weekends).
7. Upon completion of two (2) years' service, an employee shall be entitled to one (1) year's leave of absence without pay, but with the maintenance of seniority rights, for the purpose of educational upgrading or training. An employee granted leave under this section may be required to remain in the service of the Co-operative for one (1) year after the completion of the leave of absence. The number of employees entitled to leave of absence may be limited to one at any one time.
8. Leave of absence for contract negotiations shall be paid to a maximum of ninety-six (96) hours. The Union Committee will be limited to four (4) employees from the Co-operative with no more than one (1) from any one department.
9. Seniority will continue to accumulate for employees on Employment Insurance sick leave or absent from work under the Employment Insurance bereavement leave provisions.
10. (a) Special leave of absence with pay **shall** be granted up to a maximum of five (5) working days in cases of pressing emergency for full-time and regular part-time employees. Pressing emergency shall be confined to death, serious accident, or serious illness in the immediate family of the employee. Immediate family of the employee shall mean spouse, common-law **spouse**, mother, father, step parent, sister, brother, children, step child, mother-in-law, and

father-in-law. One (1) day’s leave of absence with pay **shall** be granted to attend the funeral of a grandparent, grandchild, sister-in-law or brother-in-law. In cases of pressing emergency, no less than three (3) days shall be granted to an employee for a spouse, parent, child, **brother, or sister.**

(b) In regards to the five (5) days listed in the above paragraph, the following shall apply:

- i) Should the pressing emergency be within the City of Yorkton and within a two hundred (200) kilometer radius, the employee shall be allowed a maximum of one (1) day leave. This shall not apply to situations involving spouse, parent, child, brother, or sister.**
- ii) Should the pressing emergency be outside of a two hundred (200) kilometer radius of the City of Yorkton one way, but within the province, the employee shall be allowed a maximum of three (3) days leave.**
- iii) Should the pressing emergency be outside of a two hundred (200) kilometer radius and outside of the province, the employee shall be allowed five (5) days leave.**

11. The maintenance of employee benefit plans during leave of absence in excess of two (2) weeks, for which there is no pay, shall be conditional upon the bylaws of the plans concerned and upon payment of the full cost by the employee.

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, providing such holidays are observed by the majority of the retail businesses in the city.

- 2. Should any holiday fall on a Sunday, the following Monday shall be observed as a paid holiday, if so proclaimed by Federal, Provincial or Civic government.
- 3. Should any employee be required to perform work on any of the above mentioned holidays, he/she shall receive, in addition to his/her holiday pay, one and one-half (1 1/2) times the regular rate for all hours worked.

4. When any holiday as set out in Clause 1 of this Article falls in any week the work week 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 that week one and one-half (1 1/2) times for all such hours worked. It is agreed that in the case of two (2) holidays falling within the same week, time off for the second holiday may be granted, on a day of the employee's choosing, within thirty (30) days of such holiday in lieu of payment of overtime. It is agreed that the Co-operative may limit the number of employees off on any one day. Seniority shall be the governing factor in respect to choice of dates. In calculating the time worked by an employee in any such week, no account shall be taken of any time worked by him/her on the statutory holiday.

ARTICLE 16 - ANNUAL VACATION

1. Three (3) weeks' vacation with pay at regular rates, or with pay based on 3/52nds of an employee's total earnings, whichever is the greater, shall be granted after one (1) year of service and after each subsequent year of service up to the ninth (9th) year of service. Four (4) weeks' vacation with pay at regular rates, or with pay based on 1/13th of employee's total earnings, whichever is the greater, shall be granted employees after nine (9) years of continuous service, and after each subsequent year of service up to the eighteenth (18th) year of service. Five (5) weeks' vacation with pay at regular rates or with pay based on 5/52nds of employee's total earnings, whichever is the greater, shall be granted after eighteen (18) years continuous service and after each subsequent year of service up to the twenty-fourth (24th) year of service. Six (6) weeks' vacation with pay at regular rates or with pay based on 3/26ths of employee's total earnings, whichever is the greater, shall be granted after twenty-four (24) years of continuous service with the Co-operative.

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

2. Vacation pay for regular part-time employees shall be retained by the Co-operative. Regular part-time employees shall be paid their vacation pay at the time of their holidays.
3. Vacations shall be granted between May 1 and September 30, unless otherwise mutually agreed upon between the Co-operative and the employee.
4. When a statutory holiday occurs during an employee's vacation, an extra day's vacation shall be granted.
5. If the employment of an employee is terminated, the Co-operative shall pay him/her for any vacation time he/she has earned.

6. The annual vacation cutoff for all employees shall be April 30. Employees with less than one (1) year's service shall be entitled to one and one-quarter (1 1/4) days' vacation with pay for each completed month of service up to April 30th, up to a maximum of three (3) working weeks.
7. A vacation list shall be submitted to the employees requesting them to indicate their preference as to vacation dates. It is agreed that employees with the longest service with the Co-operative will have priority. However, both parties agree that the vacation schedule must be practical insofar as the operation of the business is concerned. The Co-operative, therefore, must make the final decision on such matters.
8. Employees who are seriously ill or disabled during scheduled vacations may, upon presenting medical proof acceptable to the Co-operative from a qualified medical practitioner, elect to go on sick leave and in such cases, will have the balance of the vacation rescheduled without disruption to current vacation schedules.

ARTICLE 17 - HOURS OF WORK

1. The basic work week shall be forty (40) hours, consisting of five (5) eight (8) hour days. The five (5) days shall be consecutive wherever practical.
2. Lunch periods not to exceed one (1) hour.
3. (a) The Co-operative shall post, seven (7) days in advance, a one-week schedule showing daily starting and quitting times and days off for all regular full-time and regular part-time employees. If a new schedule is not posted by Saturday noon, the schedule already posted shall apply for the following two-week period. The above need not apply in cases of emergency.
 - (b) Part-time employees shall be given three (3) hours' call-in notice except in case of replacing an employee who is unexpectedly absent.
4. Full-time employees shall be granted two (2) fifteen (15) minute rest periods per day. Part-time employees working a regular daily shift shall be entitled to rest periods on the same basis as full-time employees, but if employed for less than a full shift, they shall receive a rest period within each work period of three (3) hours worked that day. It is understood that the three (3) hour work period referred to need not be a consecutive three (3) hour period.
5. Any employee who works full-time weekly hours (forty (40) hours per week) for thirteen (13) consecutive weeks shall be classified as a full-time employee. This provision shall not apply to students or to employees required to fill in due to summer relief, vacation relief, maternity leave, Workers' Compensation, or authorized leaves of absence.

6. Part-time employees, when scheduled or called in to work, shall receive not less than three (3) hours work or pay in lieu thereof.
7. In the case of Driver Sales Representatives, the parties agree to the following:
 - a) Overtime hours may be banked to a maximum of forty (40) hours.
 - b) Any employee working overtime hours while having banked forty (40) hours will receive, on regular payroll, pay at one and one-half times (1 1/2x) rate for all overtime hours worked in excess of the forty (40) hour bank.
 - c) Drivers shall have the option to be paid out any overtime hours at any time.
 - d) Employees shall be entitled to draw time off with pay from the bank at straight time rates at times mutually agreed. Such agreement shall not be reasonably withheld.
 - e) Banked hours shall be used in total by no later than April 30th of each year.
 - f) Employees will not be required but may opt to take less than eight (8) hours a day at any time unless they have less than eight (8) hours banked in which cases only the remaining hours will be assigned or taken.

ARTICLE 18 - OVERTIME PAY

1. All hours worked in excess of those outlined in Article 17 shall be considered as overtime hours and shall be paid for at the rate of one and one-half (1½) times the regular rate.
2. Employees shall receive double the rate of pay for all hours worked on Sunday, or the day given in lieu of Sunday.
3. Employees shall receive double the rate of pay for all hours worked in excess of three (3) hours' overtime in any one day.
4. An employee who is not advised prior to leaving work and is called back to work not continuous with his/her regular working hours, either before or after, shall receive not less than two (2) hours' work or two (2) hours' pay at overtime rates.
5. Employees shall not be required to take time off regular hours of work to avoid payment of overtime rates.
6. When overtime is scheduled to be worked consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period before commencing overtime.

7. (a) Full-time and regular part-time employees required to work between 6:00 p.m. and 8:00 a.m. shall be paid a premium of seventy-five (\$.75) cents per hour for all such hours worked.
- (b) For hours worked in excess of eight (8) hours, 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 not apply to part-time employees, except in subsection (a) above, janitorial and cleaning staff and employees working in the Agro Department or C-Stores.

ARTICLE 19 - WAGE RATES AND CLASSIFICATIONS

1. Job classifications and wage rates covered by this Agreement shall be set out in Appendix "A". Copies of all in-scope job descriptions shall be provided to the Union.
2. Employees shall be paid every second Friday. An itemized statement of wages and deductions will accompany each pay cheque. When a pay day falls on a Statutory Holiday, payment shall be made on the last working day preceding such Statutory Holiday.
3. The Co-operative agrees to the principle of equal pay for equal work.
4. Any employee required to temporarily fill a position in the scope of this Agreement paying a higher rate of pay shall be paid at the next highest step in the range of the temporary position or at his/her regular rate plus a premium of eight dollars (\$8.00) per day, whichever is the greater, provided that such period is for one (1) day or more. An employee's rate will not be reduced if temporarily filling a position paying a lower rate of pay. Any employee required temporarily to fill an out-of-scope position shall be paid at his/her regular rate of pay plus a minimum premium of sixteen dollars (\$16.00) per day, provided that such period is for three (3) days or more. In such cases, the employee's regular rate will be on the basis of calculating overtime pay when overtime is worked.

ARTICLE 20 - EMPLOYEE BENEFITS

1. The Co-operative's present policy (in accordance with the bylaws of the plans concerned) of providing group life insurance, superannuation, sick leave, dental, long term disability, severance pay, compassionate leave, Worker's Compensation benefits, and extended health care plan shall be continued during the term of this Agreement.
2. Sick leave credits, up to a maximum of **twenty-four (24) hours per calendar** year, may be used by an employee in respect of a sickness of a spouse or dependent children and parents. Employees will be eligible for such leave provided that:
 - (a) The sickness is bona fide. A medical certificate may be requested.

- (b) The sickness requires the employee to be present personally. It will be the employee's responsibility to indicate the reasons.
3. Sick leave pay shall not be granted for doctor's office appointments, dentist appointments and optometrist appointments unless the employee can show just cause why his/her appointment could not be arranged for his/her scheduled time off.
 4. **Full-time employees may access up to four (4) hours per calendar year for doctor, dentist, and optometrist appointments in the City of Yorkton and eight (8) hours of their sick time per calendar year for out of town doctor, dentist and optometrist appointments when the service is not available in Yorkton.**

ARTICLE 21 - NOTICE BOARDS

The Co-operative agrees to furnish and install a Notice Board in each location in a place accessible to the employees.

ARTICLE 22 - SAFETY AND HEALTH

1. The Co-operative shall make reasonable provisions for the safety and health of employees during working hours.
2. The Co-operative shall provide first aid kits in each location and shall keep them properly supplied.
3. The Co-operative shall maintain Occupational Health Committees composed of equal representation from the Co-operative and the Union, in accordance with the Occupational Health and Safety Regulations. This Committee shall meet quarterly during regular working hours, or more often, if so requested by a member of the Committee.
4. Employees who are required by Occupational Health & Safety or deemed necessary by the employer to wear safety boots or shoes will be reimbursed fifty percent (50%) of the cost of the purchase, to a maximum of one hundred and twenty-five dollars (\$125.00), upon providing a receipt. Employees who are on probation will not receive their funds until they have passed probation.

ARTICLE 23 - JURY AND WITNESS PAY

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

ARTICLE 24 - 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 in excess of ten (10) minutes shall not be on company time.

ARTICLE 25 - APPLICATION OF AGREEMENT

Any disagreement with regard to the interpretation or application of this Agreement shall be submitted to the other party in writing and shall be subject to negotiations. The decisions arrived at shall be signed jointly and form a part of this Agreement.

ARTICLE 26 - STRIKES AND LOCKOUTS

It is hereby agreed that, during the life of this Agreement, there shall be no strike, slowdown or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Co-operative, except when either party fails or refuses to carry out the provisions of this Agreement.

ARTICLE 27 - DURATION OF AGREEMENT

This Agreement shall be effective from **May 1, 2017** and shall remain in force until **May 2, 2021** and thereafter from year to year but either party may, not less than **sixty (60)** days nor more than **one hundred twenty (120)** days before the expiry date of this Agreement, give notice to the other party in writing to terminate this Agreement or to negotiate a revision thereof.

ON BEHALF OF THE CO-OPERATIVE:

“Bruce Thurston”

“SheriLynn BeBeau”

“Cally Greziuk”

ON BEHALF OF THE UNION:

“Sheri Stachura”

“Dillon Zolkavich”

“Bernie Olynick”

APPENDIX "A" SCHEDULE 1

2% EFFECTIVE MAY 7, 2017 FOR THOSE HIRED AFTER JANUARY 26, 1998

(Adjustments to Food Supervisor, Head Cashier, Hardware Supervisor & Office Clerk effective date of Ratification - November 20, 2017)

	Start	After 3 mos	After 6 mos	After 9 mos	After 12 mos	After 15 mos	After 18 mos	After 21 mos	After 24 mos	After 30 mos	After 36 mos	After 42 mos	After 48 mos
<u>ADMINISTRATION</u>													
Office Clerk	13.24	13.56	13.86	14.16	14.47	14.76	15.08	15.38	15.69	16.33	17.00	17.65	19.17
<u>FOOD CENTRE</u>													
Clerk Cashier	12.14	12.43	12.72	12.99	13.30	13.59	13.88	14.16	14.44	15.08	15.70	16.32	17.77
Bakery/Deli Clerk	12.14	12.43	12.72	12.99	13.30	13.59	13.88	14.16	14.44	15.08	15.70	16.32	17.77
Produce Clerk	12.14	12.43	12.72	12.99	13.30	13.59	13.88	14.16	14.44	15.08	15.70	16.32	17.77
*Food Supervisor	14.24	14.56	14.86	15.16	15.47	15.76	16.08	16.38	16.69	17.33	18.00	18.65	20.17
*Head Cashier	14.74	15.06	15.36	15.66	15.97	16.26	16.58	16.88	17.19	17.83	18.50	19.15	20.67
File Maintenance Clerk	13.24	13.56	13.86	14.16	14.47	14.76	15.08	15.38	15.69	16.33	17.00	17.65	19.17
Meat Cutter	19.09	19.75	20.39	21.03	21.70	22.35	22.98	23.62	24.29				
Meat Clerk	12.14	12.43	12.72	12.99	13.30	13.59	13.88	14.16	14.44	15.08	15.70	16.32	17.77
Baker	13.24	13.56	13.86	14.16	14.47	14.76	15.08	15.38	15.69	16.33	17.00	17.65	19.17
<u>AGRO CENTRE</u>													
Driver Sales Rep	19.09	19.75	20.39	21.03	21.70	22.35	22.98	23.62	24.29				
Agro Clerk	12.14	12.43	12.72	12.99	13.30	13.59	13.88	14.16	14.44	15.08	15.70	16.32	17.77
*Hardware Supervisor	14.74	15.06	15.36	15.66	15.97	16.26	16.58	16.88	17.19	17.83	18.50	19.15	20.67
File Maintenance Clerk	13.24	13.56	13.86	14.16	14.47	14.76	15.08	15.38	15.69	16.33	17.00	17.65	19.17
<u>GAS BAR/C STORE</u>													
Pump Attendant	12.14	12.29	12.45	12.60	12.77	12.90	13.06	13.21	13.36	13.72	14.35		
Clerk/Cashier	12.14	12.44	12.75	13.03	13.33	13.62	13.92	14.22	14.51	15.16	15.80	16.45	17.85
Senior Attendant	12.14	12.44	12.75	13.03	13.33	13.62	13.92	14.22	14.51	15.16	15.80	16.45	17.85
*C-Store Supervisor	14.24	14.56	14.86	15.16	15.47	15.76	16.08	16.38	16.69	17.33	18.00	18.65	20.17

* Where designated by the Co-operative.

APPENDIX "A" SCHEDULE 2
EFFECTIVE MAY 6, 2018 FOR THOSE HIRED AFTER JANUARY 26, 1998

	Start	After 3 mos	After 6 mos	After 9 mos	After 12 mos	After 15 mos	After 18 mos	After 21 mos	After 24 mos	After 30 mos	After 36 mos	After 42 mos	After 48 mos
<u>ADMINISTRATION</u>													
Office Clerk	13.50	13.83	14.14	14.44	14.76	15.06	15.38	15.69	16.00	16.66	17.34	18.00	19.55
<u>FOOD CENTRE</u>													
Clerk Cashier	12.38	12.68	12.97	13.25	13.57	13.86	14.16	14.44	14.73	15.38	16.01	16.65	18.13
Bakery/Deli Clerk	12.38	12.68	12.97	13.25	13.57	13.86	14.16	14.44	14.73	15.38	16.01	16.65	18.13
Produce Clerk	12.38	12.68	12.97	13.25	13.57	13.86	14.16	14.44	14.73	15.38	16.01	16.65	18.13
*Food Supervisor	14.52	14.85	15.16	15.46	15.78	16.08	16.40	16.71	17.02	17.68	18.36	19.02	20.57
*Head Cashier	15.03	15.36	15.67	15.97	16.29	16.59	16.91	17.22	17.53	18.19	18.87	19.53	21.08
File Maintenance Clerk	13.50	13.83	14.14	14.44	14.76	15.06	15.38	15.69	16.00	16.66	17.34	18.00	19.55
Meat Cutter	19.47	20.15	20.80	21.45	22.13	22.80	23.44	24.09	24.78				
Meat Clerk	12.38	12.68	12.97	13.25	13.57	13.86	14.16	14.44	14.73	15.38	16.01	16.65	18.13
Baker	13.50	13.83	14.14	14.44	14.76	15.06	15.38	15.69	16.00	16.66	17.34	18.00	19.55
<u>AGRO CENTRE</u>													
Driver Sales Rep	19.47	20.15	20.80	21.45	22.13	22.80	23.44	24.09	24.78				
Agro Clerk	12.38	12.68	12.97	13.25	13.57	13.86	14.16	14.44	14.73	15.38	16.01	16.65	18.13
*Hardware Supervisor	15.03	15.36	15.67	15.97	16.29	16.59	16.91	17.22	17.53	18.19	18.87	19.53	21.08
File Maintenance Clerk	13.50	13.83	14.14	14.44	14.76	15.06	15.38	15.69	16.00	16.66	17.34	18.00	19.55
<u>GAS BAR/C STORE</u>													
Pump Attendant	12.38	12.54	12.70	12.85	13.03	13.16	13.32	13.47	13.63	13.99	14.64		
Clerk/Cashier	12.38	12.69	13.01	13.29	13.60	13.89	14.20	14.50	14.80	15.46	16.12	16.78	18.21
Senior Attendant	12.38	12.69	13.01	13.29	13.60	13.89	14.20	14.50	14.80	15.46	16.12	16.78	18.21
*C-Store Supervisor	14.52	14.85	15.16	15.46	15.78	16.08	16.40	16.71	17.02	17.68	18.36	19.02	20.57

* Where designated by the Co-operative.

APPENDIX "A" SCHEDULE 3
EFFECTIVE MAY 5, 2019 FOR THOSE HIRED AFTER JANUARY 26, 1998

	Start	After 3 mos	After 6 mos	After 9 mos	After 12 mos	After 15 mos	After 18 mos	After 21 mos	After 24 mos	After 30 mos	After 36 mos	After 42 mos	After 48 mos
<u>ADMINISTRATION</u>													
Office Clerk	13.77	14.11	14.42	14.73	15.06	15.36	15.69	16.00	16.32	16.99	17.69	18.36	19.94
<u>FOOD CENTRE</u>													
Clerk Cashier	12.63	12.93	13.23	13.52	13.84	14.14	14.44	14.73	15.02	15.69	16.33	16.98	18.49
Bakery/Deli Clerk	12.63	12.93	13.23	13.52	13.84	14.14	14.44	14.73	15.02	15.69	16.33	16.98	18.49
Produce Clerk	12.63	12.93	13.23	13.52	13.84	14.14	14.44	14.73	15.02	15.69	16.33	16.98	18.49
*Food Supervisor	14.81	15.15	15.46	15.77	16.10	16.40	16.73	17.04	17.36	18.03	18.73	19.40	20.98
*Head Cashier	15.33	15.67	15.98	16.29	16.62	16.92	17.25	17.56	17.88	18.55	19.25	19.92	21.50
File Maintenance Clerk	13.77	14.11	14.42	14.73	15.06	15.36	15.69	16.00	16.32	16.99	17.69	18.36	19.94
Meat Cutter	19.86	20.55	21.22	21.88	22.57	23.26	23.91	24.57	25.28				
Meat Clerk	12.63	12.93	13.23	13.52	13.84	14.14	14.44	14.73	15.02	15.69	16.33	16.98	18.49
Baker	13.77	14.11	14.42	14.73	15.06	15.36	15.69	16.00	16.32	16.99	17.69	18.36	19.94
<u>AGRO CENTRE</u>													
Driver Sales Rep	19.86	20.55	21.22	21.88	22.57	23.26	23.91	24.57	25.28				
Agro Clerk	12.63	12.93	13.23	13.52	13.84	14.14	14.44	14.73	15.02	15.69	16.33	16.98	18.49
*Hardware Supervisor	15.33	15.67	15.98	16.29	16.62	16.92	17.25	17.56	17.88	18.55	19.25	19.92	21.50
File Maintenance Clerk	13.77	14.11	14.42	14.73	15.06	15.36	15.69	16.00	16.32	16.99	17.69	18.36	19.94
<u>GAS BAR/C STORE</u>													
Pump Attendant	12.63	12.79	12.95	13.11	13.29	13.42	13.59	13.74	13.90	14.27	14.93		
Clerk/Cashier	12.63	12.94	13.27	13.56	13.87	14.17	14.48	14.79	15.10	15.77	16.44	17.12	18.57
Senior Attendant	12.63	12.94	13.27	13.56	13.87	14.17	14.48	14.79	15.10	15.77	16.44	17.12	18.57
*C-Store Supervisor	14.81	15.15	15.46	15.77	16.10	16.40	16.73	17.04	17.36	18.03	18.73	19.40	20.98

* Where designated by the Co-operative.

APPENDIX "A" SCHEDULE 4
EFFECTIVE MAY 4, 2020 FOR THOSE HIRED AFTER JANUARY 26, 1998

	Start	After 3 mos	After 6 mos	After 9 mos	After 12 mos	After 15 mos	After 18 mos	After 21 mos	After 24 mos	After 30 mos	After 36 mos	After 42 mos	After 48 mos
<u>ADMINISTRATION</u>													
Office Clerk	14.05	14.39	14.71	15.02	15.36	15.67	16.00	16.32	16.65	17.33	18.04	18.73	20.34
<u>FOOD CENTRE</u>													
Clerk Cashier	12.88	13.19	13.49	13.79	14.12	14.42	14.73	15.02	15.32	16.00	16.66	17.32	18.86
Bakery/Deli Clerk	12.88	13.19	13.49	13.79	14.12	14.42	14.73	15.02	15.32	16.00	16.66	17.32	18.86
Produce Clerk	12.88	13.19	13.49	13.79	14.12	14.42	14.73	15.02	15.32	16.00	16.66	17.32	18.86
*Food Supervisor	15.11	15.45	15.77	16.09	16.42	16.73	17.06	17.38	17.71	18.39	19.10	19.79	21.40
*Head Cashier	15.64	15.98	16.30	16.62	16.95	17.26	17.60	17.91	18.24	18.92	19.64	20.32	21.93
File Maintenance Clerk	14.05	14.39	14.71	15.02	15.36	15.67	16.00	16.32	16.65	17.33	18.04	18.73	20.34
Meat Cutter	20.26	20.96	21.64	22.32	23.02	23.73	24.39	25.06	25.79				
Meat Clerk	12.88	13.19	13.49	13.79	14.12	14.42	14.73	15.02	15.32	16.00	16.66	17.32	18.86
Baker	14.05	14.39	14.71	15.02	15.36	15.67	16.00	16.32	16.65	17.33	18.04	18.73	20.34
<u>AGRO CENTRE</u>													
Driver Sales Rep	20.26	20.96	21.64	22.32	23.02	23.73	24.39	25.06	25.79				
Agro Clerk	12.88	13.19	13.49	13.79	14.12	14.42	14.73	15.02	15.32	16.00	16.66	17.32	18.86
*Hardware Supervisor	15.64	15.98	16.30	16.62	16.95	17.26	17.60	17.91	18.24	18.92	19.64	20.32	21.93
File Maintenance Clerk	14.05	14.39	14.71	15.02	15.36	15.67	16.00	16.32	16.65	17.33	18.04	18.73	20.34
<u>GAS BAR/C STORE</u>													
Pump Attendant	12.88	13.05	13.21	13.37	13.56	13.69	13.86	14.01	14.18	14.56	15.23		
Clerk/Cashier	12.88	13.20	13.54	13.83	14.15	14.45	14.77	15.09	15.40	16.09	16.77	17.46	18.94
Senior Attendant	12.88	13.20	13.54	13.83	14.15	14.45	14.77	15.09	15.40	16.09	16.77	17.46	18.94
*C-Store Supervisor	15.11	15.45	15.77	16.09	16.42	16.73	17.06	17.38	17.71	18.39	19.10	19.79	21.40

* Where designated by the Co-operative.

APPENDIX "B"

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

1. Part-time employees other than full-time and regular part-time employees shall acquire seniority for the purpose of applying the wage appendix and for the purpose of call-in.
2. It is agreed that for the purpose of applying the wage appendix in respect to part-time and regular part-time employees, 1,040 hours of work shall be equal to six (6) months' service.
3. A regular part-time employee shall be defined as one who worked an average of twenty-four (24) hours or more a week over any period of thirteen (13) consecutive weeks. It is understood that once an employee averages twenty-four (24) hours of work or more in any thirteen (13) week period, he/she shall retain the status of a regular part-time employee.
4. Part-time employees and regular part-time employees shall be on probation for an accumulative period of five hundred and twenty (520) hours during which time they may be laid off or dismissed without reference to seniority. Upon completion of the probation period, such employees shall be credited with five hundred and twenty (520) hours and their seniority shall be established. Thereafter the employees shall accumulate seniority credits on the basis of hours worked.
5. Regular part-time employees' hours of work shall be scheduled, and they shall be called to work on the basis of seniority subject to availability and providing the employee has the ability to handle the work to be performed. This provision shall apply on a department basis only.
6. Any employee who has been employed as a full-time employee and later becomes a regular part-time employee shall be eligible for participate in the Superannuation and Group Insurance Plan **subject to the bylaws and regulations of such plans**. The Co-operative shall pay the same percentage of employee's earnings towards the Superannuation Plan as it pays in case of full-time employees.
7. Any employee who has been employed as a full-time employee and later becomes a regular part-time employee shall be credited with all sick leave pay credit accumulated during his/her employment as a full-time employee and shall receive sick leave pay benefits accordingly.
8. Regular part-time employees shall accumulate sick leave credits on the basis of ten (10) hours for each one hundred and seventy-three (173) hours worked. Sick pay benefits shall apply only for absences from scheduled work.
9. Regular part-time employees shall be eligible only for those benefits as outlined in 6, 7 and 8 above.

LETTER OF UNDERSTANDING #1

BETWEEN: Yorkton Co-operative Association Limited

AND: Saskatchewan Joint Board,
Retail, Wholesale and Department Store Union

RE: Employees Hired Before 1998

Notwithstanding the wage scales set out in Appendix “A”, the following employees hired before January 26, 1998 in their respective classifications shall be paid at the following rates:

Department	Employee	May 7, 2017	May 6, 2018	May 5, 2019	May 4, 2020
Administration	Karen Lozinski	19.21	19.59	19.98	20.38
Bakery/Deli	Diana /Crozier	19.21	19.59	19.98	20.38
Supervisor	Karen Steffanson	21.73	22.16	22.60	23.05
Supervisor	Brent Mireau	21.73	22.16	22.60	23.05
Head Cashier	Deseree Koroluk	23.25	23.72	24.19	24.67
Supervisor	Wade Pfeifer	21.73	22.16	22.60	23.05

Only these employees will be eligible for the following Sunday Opening conditions:

1. It is agreed that all work performed on Sundays in the Yorkton Co-op food Centre will be at regular rates plus \$1.00 per hour premium
2. This premium will apply only to **these** employees on payroll at April 1, 1991.
3. Employees on payroll April 1, 1991 shall have the opportunity to declare their availability for Sunday work twice a year – January 2 and July 2.

Both parties agree that this Letter of Understanding will no longer be in effect once all employees listed in this letter are no longer in the employ of the Co-operative.

ON BEHALF OF THE CO-OPERATIVE:

“Bruce Thurston”

“SheriLynn BeBeau”

“Cally Greziuk”

ON BEHALF OF THE UNION:

“Sheri Stachura”

“Dillon Zolkavich”

“Bernie Olynick”

LETTER OF UNDERSTANDING #2

BETWEEN: Yorkton Co-operative Association Limited
AND: Saskatchewan Joint Board,
Retail, Wholesale and Department Store Union
RE: Student Classification

There will be a Student classification, subject to the following:

1. "Student" shall be defined as a full-time student, which means a person who is registered for at least 60 percent (60%) of a full course load as:
 - (a) a pupil within the meaning of The Education Act; or
 - (b) a student at a university, a regional college, private vocational school or the Saskatchewan Institute of Applied Science and Technology.
2. Students are not eligible for benefits.
3. Students are not subject to a minimum length of shift while in regular attendance during the school term.
4. Students shall be paid the starting wage for the classification in which they are hired. Thereafter, the students shall be entitled to incremental increases on the same basis as casual or part-time employees.
5. Students shall cease to be classified as Students on September 2nd in the year in which they graduate.

ON BEHALF OF THE CO-OPERATIVE:	ON BEHALF OF THE UNION:
<i>"Bruce Thurston"</i>	<i>"Sheri Stachura"</i>
<i>"SheriLynn BeBeau"</i>	<i>"Dillon Zolkavich"</i>
<i>"Cally Greziuk"</i>	<i>"Bernie Olynick"</i>

LETTER OF UNDERSTANDING #3

BETWEEN: Yorkton Co-operative Association Limited

AND: Saskatchewan Joint Board,
Retail, Wholesale and Department Store Union

RE: Management Trainees

The parties hereby agree as follows:

1. The Co-operative will advise the Union of the terms and duration of employment of management trainees.
2. The hours worked by trainees shall not be used to reduce or change hours of other employees, although this will not include seasonal fluctuation of hours or changes for legitimate business reasons.
3. Management trainees shall exercise line authority over in-scope employees, but shall not have the authority to impose discipline.

ON BEHALF OF THE CO-OPERATIVE:

“Bruce Thurston”

“SheriLynn BeBeau”

“Cally Greziuk”

ON BEHALF OF THE UNION:

“Sheri Stachura”

“Dillon Zolkavich”

“Bernie Olynick”