COLLECTIVE AGREEMENT

Between
1021021139 Saskatchewan Ltd. d.b.a
Preston & Louise FreschCo
(hereinafter referred to as the "Employer")

and

SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 480
(hereinafter referred to as the "Union")

SECTION A - ALL EMPLOYEES

PURPOSE

The purpose of this Agreement is to establish harmonious and mutually satisfactory relations between the Employer and its employees; to provide an orderly procedure for the prompt and equitable disposition of complaints and grievances which may arise from time to time; and to establish and maintain conditions which will promote the efficient and productive operation of the Employer, positive customer and employee relations, the safety and welfare of employees and the security of Employer property and prevent waste and unnecessary expense.

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union, Local 480 as the sole collective bargaining agency for all employees of 1021021139 Saskatchewan Ltd. d.b.a. "Preston & Louise FreshCo" employed at 2325 Preston Avenue, Saskatoon, Saskatchewan S7J 2G2, save and except Store Owner/Manager, Assistant Store Manager, Administration Manager, part-time Administrator and Department Managers.

ARTICLE 2 – INTERPRETATION

2.01 In this Agreement, the use of masculine terms shall also include the feminine and vice-versa.

2.02 Section "A" of this Agreement covers all full-time and part-time employees.

2.03 Part-time employees are also covered by Sections "C" and "D" of this Agreement to the extent specifically indicated therein.

2.04 Full-time employees are also covered by Sections "B" and "D" of this Agreement to the extent specifically indicated therein.

2.05 In the event that any term of this Collective Agreement amounts to contracting below minimum entitlements of The Saskatchewan Employment Act, the applicable provisions of The Saskatchewan Employment Act will apply instead of that term without in any way impacting any other term of this Collective Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes and agrees that except as specifically abridged or modified by this Agreement, all rights, powers and authority to manage the Employer and direct the working force are retained solely and exclusively by the Employer.

3.02 The Union agrees that the Employer has the exclusive right and power to manage its business, to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer or lay off employees, to establish and maintain reasonable rules and regulations covering the operation of the stores, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

3.03 The Employer shall exercise its functions in a manner consistent with the Expressed provisions of this Agreement and any alleged inconsistency may be dealt with as is hereinafter provided in Article 8.

3.04 The Employer not exercising any right hereby reserved to it or its not exercising any such right in a particular way shall not be deemed a waiver of any right or preclude the Employer from exercising the right in some other way in the future, except as such right may be specifically, unequivocally and expressly limited by the terms of this Agreement.

ARTICLE 4 – UNION ESTABLISHMENT

4.01 (a) It is agreed that all employees covered by this Agreement shall become and remain members of the Union in good standing as a condition of employment.

(b) New employees shall make application for membership in the Union at the time of their hiring and shall become and remain members of the Union in good standing, as a condition of employment. The Employer agrees that it will inform all new employees prior to or at the time of hiring of the Union security provisions of the Agreement.

(c) All new employees will be introduced to a Shop Steward in the store within the first month of their start date.

4.02 The Employer shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit the regular weekly Union Dues, Assessments and Initiation Fees, and such payments shall be remitted to the Union prior to the 15th day of the month following the month in which such deduction is made. The Employer shall notify the Union of new full-time employees' classifications and rates of pay in addition to terminations, on a monthly basis.

Deduction statements shall be documented by location, containing the full name of the employee and his starting date and social insurance number subject to the employee consenting to the use of his or her social insurance number. The Employer agrees to record the annual Union Dues deductions for each employee on his T4 Form.

Employers shall provide dues information to the Union in an electronic format acceptable to both parties.

4.03 In the event that such weekly Dues are changed during the term of the Agreement, such change must be given to the Employer by notice properly authorized by Union Officials and shall become effective within one (1) month following the date the notice is received.

ARTICLE 5 – UNION REPRESENTATION

5.01 The Union shall have the right to appoint Shop Stewards.

5.02 The Employer agree to recognize officers so designated, in writing by the Union and to grant time off with pay as may be reasonably necessary to service any grievance or potential grievance within their hours of work that day within the store.

It is understood that such persons will not leave their regular duties without receiving permission from the Employer or his or her appointee whose permission will not be unreasonably withheld. It is understood that the time taken for such in excess of five (5) minutes shall not be on Employer time.

5.03 The Employer agrees to allow steward(s) and/or other union member(s) selected by the Union time off to attend activities authorized by the Union subject to the Employer's ability to accommodate such leave. The Union agrees that requests for the leave referred to above be given to the Employer as far in advance as possible and the Employer agrees that such leaves will not be unreasonably denied.

5.04 Authorized representatives of the Union shall be entitled to visit any store covered by this Agreement for the purpose of observing working conditions, interviewing members and ensuring that the terms of this Agreement are being implemented.

Where it will not interfere with the efficient operation of its business, the interviewing of an employee shall be permitted after providing notification to the Employer, or in his or her absence, the appropriate management representative. It is understood that the time taken for such interview in excess of five (5) minutes shall not be on Employer time.

5.05 The Employer agrees to allow unpaid time off to two (2) employees to meet with the Employer to negotiate the renewal of this Agreement.

5.06 Where an employee attends an interview with the Employer for the purpose of receiving discipline or for a security interview, then the employee shall have the right to a Shop Steward.

The Shop Steward will be involved in meetings or discussions with employees which will result in discipline, wherever possible. The nature of this involvement should include briefing the Shop Steward in advance. Where a Shop Steward is not on duty and discipline must proceed, the same practices should be followed with an employee witness. However, a concerted effort shall be made to include a Shop Steward in these matters, wherever possible.

A copy of all formal notices of discipline (i.e., written warnings, suspensions and discharges) shall be given to the Union Office and to the Shop Steward.

ARTICLE 6 – NO DISCRIMINATION

6.01 There shall be no discrimination by the Employer or the Union against any employees because of religion, creed, marital status, family status, sex, sexual orientation, disability, age (18 or more), colour, ancestry, nationality, place of origin, race or perceived race, receipt of public assistance and gender identity, as defined in *The Saskatchewan Human Rights Code*.

ARTICLE 7 – NO STRIKE, NO LOCK-OUT

7.01 It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slow-downs during the life of this Agreement.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

8.02 **Information**

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Employer agrees to co-operate to supply such information back to a period of two (2) years or such longer time as required to establish his/her proper rate of pay.

8.03 In any grievance regarding hours worked by an employee and the amount paid to an employee, the Employer shall promptly supply such information in respect to the six (6) months immediately prior to the request. If information for a longer period is required, the normal process of the Grievance Procedure shall apply.

8.04 The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

8.05 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within twenty (20) calendar days following the event giving rise to such grievance, or within fourteen (14) calendar days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party.

8.06 All grievances shall be submitted in writing.

8.07 The procedure for adjustment of grievances and disputes shall be as follows:

Step 1 By discussion between the Shop Steward and/or Union Representative (with or without the aggrieved employee or employees present at their option) and the Store Manager/Owner. The Store Manager/Owner shall make a decision on the matter within seven (7) working days and if agreement is not reached, then:

Step 2 The employee shall report his complaint to the Union Representative or Representatives, who will take the matter up with the Store Manager/Owner, which shall make a decision on the matter within twenty-one (21) days. If a satisfactory settlement cannot be reached then, upon request of either party, within fifteen (15) days of receiving the decision of the Store Manager/Owner or within fifteen (15) days of their failure to respond as noted above but not thereafter, the matter shall be referred to Arbitration in accordance with Article 9.

ARTICLE 9 – ARBITRATION

9.01 Any dispute or grievance presented under Article 8 of this Agreement that cannot be settled by representatives of the Employer and the Union shall be submitted to a Board of Arbitration at the request of either party. Such request for arbitration shall be made by one party to the other in writing within fifteen (15) working days of receiving the final written decision of the other, referred to in Article 8. The request for arbitration shall be accompanied by the nomination of the party's representatives to the Board of Arbitration. Within one (1) week after receipt of such request, the other party shall nominate their representative to the Board of Arbitration.

9.02 A single Arbitrator may be used in cases where both the Employer and the Union mutually agree.

9.03 The nominees and the Chairman as selected hereinafter or the Chairman alone as referred to in 9.02 shall constitute the Board of Arbitration.

9.04 The Chairman is to be selected by mutual agreement between the Employer and the Union and if no agreement reached, the Chairman is to be selected by the Chairman of the Saskatchewan Labour Relations Board.

9.05 No person shall serve on the Board of Arbitration if he is involved directly in the labour controversy under local consideration.

9.06 Grievances taken before the Board of Arbitration shall be submitted in writing and shall specify clearly the nature of the grievance.

9.07 When the Board of Arbitration has been formed in accordance with this Article, it shall meet and hear evidence of both sides and render a decision within sixty (60) days after it has completed its hearing and investigation.

9.08 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.

9.09 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.

9.10 It is agreed that the expenses and fee of the Chairman of the Board of Arbitration shall be borne equally by the Employer and the Union. The fees and expenses of the Union nominee will be borne by the Union and the fees and expenses of the Employer nominee will be borne by the Employer.

9.11 The Board of Arbitration shall have authority to uphold, change, modify, alter or dismiss the penalty in discipline cases.

ARTICLE 10 – HEALTH AND SAFETY

10.01 The employees agree to cooperate with the Employer in maintaining and improving safe working conditions and good housekeeping of the store and in caring for equipment, machinery and property.

10.02 The Employer shall make provisions for the health and safety of its employees, during working hours, in accordance with *The Occupational Health and Safety Act* (Saskatchewan).

10.03 The Employer agrees to have a health and safety committee consisting of two (2) employees and two (2) management representatives.

ARTICLE 11 – GENERAL

11.01 The Store Manager/Owners agrees to furnish and install notice boards at the Union's expense in suitable locations accessible to the employees for the purpose of posting notices of interest to the Union. The Union will be responsible for all maintenance and repair of the board. The Union agrees such notices will be shown to the Store Manager/Owner or his designate prior to posting and must not be in any way derogatory to the Employer or its management.

11.02 Restrooms and a lunchroom shall be provided. The employees shall cooperate with the Employer in keeping the restrooms and lunchroom in a clean and sanitary condition.

11.03 Classification titles and rates of pay applicable thereto for any new classifications or positions that may be established by the Store Manager/Owner thereafter shall be subject to negotiations and a Supplementary Agreement shall be executed between the Store Manager/Owner and the Union.

11.04 **Product Demonstrations**

(a) If product demonstrations or tasting events are held, the Representatives of suppliers or firms specializing in this area or even staff hired by the Employer are authorized to handle the merchandise being demonstrated or tasted and to hand out samples.

(b) The Representatives demonstrating their products may verify their product codes and remove any shelved merchandise that is expired or damaged.

11.05 The Sobeys Representatives (Specialists, Managers, Director Operations, and other) may carry out all work related to this duties.

11.06 In the event that the Store is renovated or remodelled or that changes are made to the inventory or Store layout, no restriction shall be placed on the work carried out by the Representatives of Suppliers or firms specializing in this area.

11.07 **Vendor Stocking**

(a) The Representatives of Companies that supply baked goods(breads and cakes), dairy, soft drinks and water chips/salty snacks and similar-type products, nuts and candies, non-food products, natural products or other direct delivery

products, may move their product throughout the Store and place it on or remove it from the shelves.

(b) The Representatives of Suppliers may set up seasonal displays or special displays.

11.08 The Representatives of a Catering Service may prepare their recipes and cook the products intended for the Prepared Foods Department.

11.09 Cleaning of the Store and its equipment as well as the general repairs performed in the Store and on its equipment may be carried out by persons excluded from the bargaining unit.

11.10 It is recognized that the Employer may decide from time to time to engage Service-providers on an ongoing basis to operate kiosks or provide services within the Employer's stores. These Providers may in some cases provide services in the store, such as fresh-meat or fresh-fish counters that were formerly provided by employees of FreshCo; in other cases the services may be new to the store entirely.

It is understood that in all cases employees provided by the Service-providers to operate these kiosks or provide services in the store are not, either directly or indirectly, employees of FreshCo, and are not covered by the FreshCo collective Agreement.

ARTICLE 12 – LEAVE OF ABSENCE

12.01 **Personal Leave**

(a) Leave of absence without pay and without benefits for legitimate reasons may be granted to employees with at least one (1) year of service with the Employer at the discretion of management and subject to the requirements and efficiency of operations. In no circumstances will such a leave exceed four (4) consecutive weeks.

(b) An employee requesting an unpaid personal leave of absence must make such request in writing to the Store Owner/Manager at least sixty (60) calendar days in advance of the commencement date of the requested leave. Such application will be given full consideration. The sixty (60) day time limit may be waived in emergency situations.

(c) The Employer shall reply in writing to all written requests for unpaid personal leave of absence within thirty (30) calendar days of the commencement date of the requested leave.

12.02 **Pregnancy, Adoption and Parental Leave**

The Employer shall grant maternity and/or parental leave, without pay, in accordance with the provisions of *The Saskatchewan Employment Act.*

ARTICLE 13 – SENIORITY

13.01 Seniority shall be recognized by the Employer and shall be based on the length of continuous service from date of hire while in the bargaining unit with the Employer. It is agreed that employees will continue to acquire and exercise seniority on a departmental basis within the bargaining unit basis, except in the event of lay-off and re-employment, in which case employees shall exercise seniority on a storewide bargaining unit basis. The name and number of departments may be changed by the Employer from time to time after providing employees and the Union thirty (30) days' notice. Due to business needs, full time employees may be required to temporarily perform work outside of their department from time to time.

13.02 Full-time employees shall not attain seniority until they have completed a probationary period with the Employer. Such probationary period shall be sixty (60) days worked at each store. However, should a probationary employee complete such service, his seniority will date back to the commencement of his continuous full-time employment.

13.03 (a) Employees with more than 13 weeks service but less than one (1) years' service at a store will be given one (1) weeks' notice of lay-off or one (1) week's pay in lieu of notice. Employees with more than one (1) years' service but less than three (3) years' service at a store will be given two (2) weeks' notice of lay-off or two (2) weeks' pay in lieu of notice. Employees with more than three (3) years but less than five (5) years of service will be given four (4) weeks' notice or four (4) weeks' pay in lieu of notice. Employees with more than five (5) years but less than ten (10) years of service will be given six (6) weeks' notice or six (6) weeks' pay in lieu of notice. Employees with more than ten (10) years' service will be given eight (8) weeks' notice of lay-off or eight weeks' pay in lieu of notice. For clarity this provision is not in addition to the Saskatchewan Employment Act.

(b) Lay-off and re-employment shall be based on seniority, availability, qualifications and ability to perform the work.

13.04 Seniority lists shall be provided in January and July of each year, with a copy to the Union.

13.05 (a) Persons outside the bargaining unit returning to the bargaining unit shall return to a position no higher than their former position in the bargaining unit.

(b) Persons returning to or entering the bargaining unit, shall not cause the demotion of employees within the bargaining unit.

(c) Anyone promoted to a non-union management position subsequent to conversion will maintain bargaining unit seniority for eighteen (18) months following the promotion after which time the employee shall have no bargaining unit seniority.

(d) A person who has never been in the bargaining unit shall not enter the bargaining unit unless bargaining unit employees who are on lay-off and who have recall rights have declined their right for recall provided the employee on recall has the necessary ability, qualification to perform the work.

13.06 An employee shall lose his seniority and shall be terminated from the employ of the Employer if he:

(a) voluntarily leaves the employment of the Employer;

(b) is discharged for cause;

(c) is absent from work for more than three (3) working days without prior notification (except in rare and exceptional circumstances) to the Employer;

(d) is absent from work due to sickness or disability for more than three (3) days and fails upon return to work to produce a certificate when requested from a medical practitioner verifying such absence and substantiating the reason for such absence;

(e) fails to return to work after a recall from lay-off within seven (7) days after the delivery of notice of recall by registered mail;

(f) fails to return to work upon the conclusion of a leave of absence unless his failure to return is for reasonable cause;

(g) is not recalled to work when laid off due to lack of work, his name shall be retained on the seniority list for an six (6) month period or the length of his seniority, whichever is the lesser, but in no event, less than six (6) months period.

(h) uses an approved leave of absence for reasons other than those specified.

13.07 The Employer agrees to recognize the accumulation of the seniority of an employee who is absent from work due to sickness, accident, pregnancy/parental leave as defined within the Saskatchewan Employment Act upon his return to work.

13.08 In the event of a vacancy occurring for any full-time bargaining unit position employees covered under Section "C" of this Agreement shall receive preference for such full-time positions provided they have the necessary seniority, availability, ability and qualifications to perform the work.

When a vacancy occurs in a full-time job, such vacancy shall be posted and remain posted for ten (10) calendar days on the Union Bulletin Board. Two (2) copies of all vacancies to be posted shall be given to the union steward (to post one if he chooses in addition to the one posted by the Employer) at the time of the Posting.

The Employer further commits to meet with each employee who submits a resume and is not successful to review how the employee(s) may improve their qualifications to be better suited for such position in the future.

13.09 (a) Full-time employees who are laid off from full time employment shall if they so desire, be placed on the part-time seniority list based on the length of their accumulated full-time and if applicable, part-time service with the Employer and shall be given preference for available part-time work in so far as that length of service entitles them.

Such employee shall be eligible for vacation entitlement based on that length of service. Such employee shall receive vacation entitlement pay based on the appropriate vacation percentage outlined in Article 31.

(b) Full-time employees who voluntarily terminate from full-time employment shall be placed on the part-time seniority list based on the length of their accumulated full-time and if applicable part-time service with the Employer and shall be given preference for available part-time work in so far as that length of service entitles them.

Such employee shall be eligible for vacation entitlement based on that length of service. Such employee shall receive vacation entitlement pay based on the appropriate vacation percentage outlined in Article 31. Full time hours will be credited on the part time wage progression.

ARTICLE 14 – HOURS OF WORK, OVERTIME AND MEAL PERIOD

14.01 The following paragraphs and sections are intended to define the normal hours of work as may be scheduled by the Employer and shall not be construed as a guarantee of or a limitation upon the hours of work per day or per week or days of work per week.

14.02 There will be a minimum of eight (8) hours between the time an employee concludes one (1) shift and commences the next shift

14.03 During each work day, full-time employees shall be granted two (2) rest periods with pay of fifteen (15) minutes in duration each and one-half (1/2) hour unpaid (one [1] hour by mutual consent) meal period, scheduled at the mid-point of each half shift and the mid-point of the daily shift. If mutually agreeable, the two 15 minute rest periods may be combined. When any employee works in excess of three (3) hours over-time in which there is no meal period, the employee shall be entitled to receive a paid rest period of fifteen (15) minutes.

14.04 (a) Part time employees shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hour period scheduled to work. Each rest period shall occur at approximately the mid-point of each four (4) hour period. No employee who is scheduled for more than

four (4) hours but not exceeding six (6) hours shall be required to take their break sooner than two (2) hours into their shift unless they have agreed to do so.

(b) Where a part time employee is working a daily shift of more than six (6) hours, he shall have one-half (1/2) hour unpaid (one [1] hour by mutual consent) meal period. It is understood that the meal period shall be taken as close to the mid-point of the shift as possible.

(c) A part time employee working a shift of more than five (5) hours, but less than six (6) hours is entitled an additional fifteen (15) minute unpaid rest period to be taken in conjunction with their paid fifteen (15) minute rest period. By agreement with the Owner these fifteen (15) minute rest periods may be taken non-consecutively.

14.05 The Employer shall provide a time recording device in the store by which an employee shall record hours worked as required by the Employer at the beginning and at the end of any work shift and at the beginning and at the end of any meal period during that work shift. Employees shall not punch in until they are in proper work attire and ready to work.

14.06 Employees shall be at their respective work stations ready to begin work at the time their shift starts and except for the time spent away from work for lunch periods and rest periods, employees shall not quit work until the time their shift ends.

14.07 A work schedule for the employees in the bargaining unit shall be posted by Thursday noon for the following week.

14.08 All overtime must be authorized by the Store Owner/Manager or his/her designate.

14.09 The Union and employees agrees that the requirements and efficiency of operations of the Employer will require overtime work periodically and that the employees will co-operate fully in this matter. As part of this:

Overtime shall be offered to employees at work in the department in which the overtime is required in order of seniority, providing the employee possesses the qualifications, experience, skill and ability to efficiently perform the required work. Provided it is consistent with the Saskatchewan Employment Act, if there are insufficient volunteers to perform the required

overtime, then the Employer reserves the right to require employees to work the unscheduled overtime which will be assigned on a reverse seniority basis to the most junior employees immediately available to perform the overtime work who possess the qualifications, experience, skill and ability to efficiently perform the required work.

14.10 When an employee is required to report for work and there is no work available for the employee in his/her regular classification, the employee will be given three (3) hours work in some other classification or three (3) hours pay at his/her regular hourly rate, unless the employee was previously notified by the Employer not to report to work.

14.11 The Employer agrees that employees shall not work split shifts unless mutually agreed to between the Employer and the employee.

14.12 Overtime will be paid at the rate of time and one half for all hours worked in excess of eight (8) hours in a day or forty (40) hours in the week.

14.13 Payment of wages shall be made on a bi-weekly basis by direct deposit. In the event the Employer changes its pay cycles, it will notify the Union at least two (2) months in advance of such changes being made.

14.14 The Employer may call employees in to attend a staff meeting up to two (2) hours duration not more than four (4) times per calendar year. The Employer agrees that attendance at such meetings shall be voluntary. For clarity the rate payable for the attendance is as per the Collective Agreement.

14.15 Employees designated as Night Crew will receive a premium of seventy-five (75¢) cents per hour. Night Crew will be scheduled between 8:00pm and 9:00am. For clarity, a Night Crew employee's entire shift will fall between these hours.

14.16 A full-time employee designated by the Employer to lead the Night Crew shall receive a premium of seventy-five (75¢) cents per hour.

14.17 A part-time employee may be appointed at the sole discretion of the Employer to lead the Night Crew and will receive a premium under the following circumstances:

1. if appointed by the Employer
2. when a full-time employee leading the Night Crew is absent for a week or more

3. on a temporary or seasonal Night Crew
4. on a Night Crew which operates less than five (5) nights per week

It is understood that an employee so temporarily appointed shall be entitled to seventy-five (75¢) cents per hour as a premium for leading the Night Crew lead. This appointment and seventy-five (75¢) cents per hour premium will be applied on a weekly basis only.

14.18 Any non-night crew full-time or part-time employee who worked beyond 11:00 p.m. shall be paid a seventy-five (75¢) cents per hour premium for all hours worked from 11:00 p.m. onward. The premium does not apply to employees who commence their work shift from 5:00 a.m. and onward the next day.

ARTICLE 15 – WEARING APPAREL

15.01 Special clothing such as parkas are to be supplied and maintained by the Employer where required as determined by the Employer.

15.02 The Employer agrees to provide one (1) uniform shirt to each employee at the point of hire who is required by the Employer to wear a uniform shirt. Every September all employees who are required by the Employer to wear a uniform shirt with a minimum of one (1) year of service may request and receive one (1) additional shirt as long as the employee remains actively employed. Employees are required to maintain their shirts in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the Employer. Shirts will be available in appropriate sizes.

ARTICLE 16 – STATUTORY HOLIDAYS

16.01 Work may be performed, and the store may remain open at the discretion of the Employer on the following holidays:

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

16.02 In order for an employee to receive holiday pay he/she must:

(a) have worked his/her entire last scheduled shift immediately preceding the holiday and his/her entire first scheduled shift immediately following the holiday, except where the employee is absent due to illness or injury and the employee provides to the Employer a doctor's certificate satisfactory to the Employer; and

(b) have worked his/her full, regular designated weekly hours for the week in which Holidays, a Holiday, or portion of a Holiday occur, except for bona-fide illness.

16.03 If an employee is required to work on any of the holidays set out in Section 16.01 above, he/she shall receive one and one half (1 ½) times his/her regular rate for all hours worked.

ARTICLE 17 – EXPIRATION AND RENEWAL

17.01 This Agreement shall come into effect on November 1, 2020 and shall remain in effect up to and including October 31, 2025. Nothing in this Agreement is retroactive unless specifically provided herein by the parties.

17.02 A party wishing to revise this Agreement shall notify the other party in writing not less than sixty (60) and not more than one hundred and twenty (120) days prior to the expiry date hereof and on delivery of such notice the parties shall, within thirty (30) days or such later time as may be mutually agreed, commence negotiations. During the period of such negotiations, this Agreement shall remain in full force and effect. If notice is not given in accordance with this Section, this Agreement shall automatically be renewed from year to year thereafter.

17.03 Should the Employer and the Union reach an impasse in negotiations for the revision or renewal of this Agreement, either party may refer all outstanding proposals to Final Offer Selection, as hereinafter provided, in which case the parties hereby mutually agree to extend this Agreement in its entirety and to forego the right to strike or lock out:

a. Any referral to Final Offer Selection must be made within four (4) months of the date on which the Employer and the Union first met to commence negotiations following the notification to revise or terminate this Agreement under Section 17.02.

b. The referring party shall provide by e-mail to the other party, a written notice of referral to Final Offer Selection (the "Notice of Referral");

c. The parties will agree to the appointment of the single Selector. If no agreement is reached between the parties within seven (7) days of the date on which the referring party e-mailed to the other party the Notice of Referral, the single Selector is to be selected by the Chairperson of the Saskatchewan Labour Relations Board and the single Selector will immediately thereafter be appointed by the parties.

d. The Employer and the Union shall meet and agree on which proposals remain outstanding between them within seven (7) days of the date on which the referring party e-mailed to the other party the Notice of Referral. The final differing proposals submitted to the Selector will be confined to these agreed outstanding proposals, which will be submitted to the Selector, together with copies of all agreed to proposals, within ten (10) days of the date on which the referring party e-mailed to the other party the Notice of Referral.

e. The Employer and the Union shall, within fourteen (14) days of the date on which the referring party e-mailed to the other party the Notice of Referral, each submit to the Selector a written statement or brief outlining each of their respective final positions on the outstanding proposals.

f. The Selector shall convene a meeting of both parties for the purpose of hearing explanation of the final positions which have been submitted in the respective written statements or briefs. The Selector may question the parties for the purpose of seeking clarification of the respective final positions which have been submitted.

The Selector shall, within twenty-eight (28) days of the date on which the referring party e-mailed to the other party the Notice of Referral, select either the final position of the Employer or the final position of the Union and render his decision, which decision shall be final and binding on all parties to this Agreement.

17.04 It is understood that Article 17.03 shall only be in effect for the first renewal following the expiration as defined in 17.01. By mutual consent, the Employer and the Union may agree to Final Offer Selection in future negotiations.

SECTION B – FULL-TIME EMPLOYEES

ARTICLE 18 – HOURS OF WORK AND OVERTIME

18.01 The normal work week for full-time employees shall consist of forty (40) hours per week on the basis of five (5) eight (8) hour shifts.

18.02 The Employer shall retain on-site a copy of the work schedule for a four (4) month period. A full-time Union Representative shall be permitted to review the work schedules with the Store Owner/Manager in an effort to resolve any complaint. The Employer will comply with The Saskatchewan Employment Act with regards to record keeping.

ARTICLE 19 – PROBATION

19.01 A full-time employee shall be considered a probationary employee until he/she has worked sixty (60) days and during this period the employee shall have no seniority rights. The decision as to whether or not to retain the employee's service shall be the sole right of the Employer and any termination occurring during period shall not be subject to Articles 8 and 9 of this Agreement.

ARTICLE 20 – SENIORITY

20.01 Seniority for each full-time employee is based upon the length of continuous full-time employment with the Employer in the store since the employee's most recent date of hire.

ARTICLE 21 – LAYOFF AND RECALL

21.01 In determining which employees are to be laid off and recalled from lay off, the Employer shall retain employees with the greatest seniority in the Store provided they have the qualifications, experience, skill and ability to efficiently perform the work required and that they are available to work during the hours that are required by the Employer.

21.02 Any full-time employee who is laid off or required by the Employer to revert to part-time status, will have recall rights to full-time status for a period of twelve (12)

months. The employee will be credited with his/her full seniority and will be paid the part-time rate of pay in accordance with his/her seniority.

ARTICLE 22 – JURY DUTY

22.01 When a full-time employee is summoned, and reports, for jury duty, he/she will be paid his/her regular hourly rate of pay for the number of hours he/she was scheduled to work during the period he/she serves as a juror, to a maximum of ten (10) shifts, less the amount he/she is paid to serve as a juror, provided that the employee immediately reports to work if the employee is excused from jury duty for the rest of the day or days, notifies the Employer of the date on which he/she will be released from jury duty immediately after such information is provided to the employee and reports for work on his/her first scheduled shift immediately following his/her release. Such compensation shall not be considered as payment for time worked.

22.02 The claim of an employee shall be verified by presentation of the cheque from the Court; however, no payments shall be made for any hour for which the employee received compensation from the Employer for any other reason.

22.03 An employee appearing as a witness to a court proceeding on behalf of the Employer will be paid a minimum of three (3) hours at their regular hourly rate of pay, and such compensation shall not be considered as payment for time worked.

22.04 The employee's scheduled day off will not be changed as a result of attending court on the Employer's behalf.

ARTICLE 23 – VACATION

23.01 Annual vacation entitlement for full-time employees based on years of continuous full-time employment with the Employer since his/her most recent date of hire will be as follows:

Full time employees who have been employer by the Employer for less than one (1) year at May 1st shall be paid vacation as outlined in the Saskatchewan Employment Act.

Full time employees who have been employed for more than one (1) year but less than ten (10) years at May 1st – three (3) weeks' vacation with pay, except that

vacation pay for any full-time employee off work for one (1) month or more in a calendar year shall be based on six percent (6%) of their annual earnings in the immediately preceding calendar year.

Full time employees who have been employed for more than ten (10) years but less than eighteen (18) years at May 1st – four (4) weeks' vacation with pay, except that vacation pay for any full-time employee off work for one (1) month or more in a calendar year shall be based on eight percent (8%) of their annual earnings in the immediately preceding calendar year.

Full time employees who have been employed for more than eighteen (18) years at May 1st – five (5) weeks' vacation with pay, except that vacation pay for any full-time employee off work for one (1) month or more in a calendar year shall be based on ten percent (10%) of their annual earnings in the immediately preceding calendar year.

Vacation entitlement will be paid at the employee's regular hourly rate of pay.

23.02 When a holiday occurs during an employee's vacation, an extra day's vacation pay will be paid if the holiday is one for which the employee would have received pay had he/she been working.

23.03 All vacation entitlement must be taken in that vacation year and shall not be carried over to the next vacation year. Vacation pay shall be paid to the employee when the employee goes on vacation.

23.04 In scheduling vacations, the Employer will consider the proper and efficient operation of the business.

The Employer shall post on the notice board a suitable form for full-time employees to indicate their preferred vacation dates in accordance with their seniority. This form shall be posted by the Employer no later than April 1st of the calendar year and must be completed by employees prior to May 1st. The Employer will then determine the vacation schedule, which determination will be based on the requirements and efficiency of operations and will take into consideration employee preferences as indicated on the form prior to May 1st and seniority. The vacation schedule will be posted by May 15th and will remain posted throughout the vacation period and employee vacations will not be changed unless mutually agreed to between the Employer and the employee. Employees will be granted a maximum of two (2) weeks' vacation between May 1st and September

30th, unless otherwise mutually agreed between the Employer and the employee. No vacation will be allowed in the weeks in which Christmas and New Year's Day fall.

ARTICLE 24 – BEREAVEMENT

24.01 A full-time employee shall be granted up to three (3) consecutive days' leave of absence, with pay at the employee's regular rate of pay for any actual hours of work lost during such three (3) day period, in the event of a death in the immediate family. The term "immediate family" shall mean: spouse, parent, child, brother, sister, grandparent, grandchild, step-parent, step-child, step-brother, step-sister, mother-in-law, father-in-law, daughter-in-law or son-in-law.

24.02 Bereavement shall be paid on the basis of the employee's regular hourly rate of pay and the hours for which the employee was scheduled to work on the day(s) of the bereavement leave. Such compensation shall not be considered as payment for time worked.

ARTICLE 25 – HEALTH AND WELFARE AND PENSION

25.01 The Employer agrees to make available to eligible full-time and part-time employees its Health and Welfare program subject to and in accordance with the Group Insurance program as may be revised from time to time by the Employer or the insurer and as administered by the insurer. The Employer's responsibility under this Article is limited to making the Health and Welfare program plan available to eligible employees in accordance with the Employer's group insurance program. It is expressly acknowledged that the Employer has no liability for the failure or refusal of the insurance carrier(s) to honour a claim or to pay benefits to an employee and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances will the Employer be responsible for paying any benefits under the benefits plan or in any way relating to this Article and in all respects the benefits shall be administered in accordance with the rules and regulations of the plan or plans obtained by the Employer, said plan or plans not forming part of this Agreement and not being subject to the grievance procedure or arbitration.

25.02 Full-time employees shall be entitled to three (3) sick days per calendar year, accumulated on the basis of one-half (1/2) day every two (2) months. Employees shall have the opportunity to utilize these hours by the end of the following calendar year. Paid

sick days will be based on the employee's previous thirteen (13) week average hours worked.

25.03 The Employer agrees to make available to eligible employees its Employee Pension Plan, subject to and in accordance with the terms of that plan as implemented by the Employer and as may be amended from time to time by the Employer. In all respects the plan or plans shall be administered in accordance with the rules and regulations of the plan or plans implemented by the Employer, said plan or plans not forming part of this Agreement and not being subject to the grievance procedure or arbitration.

ARTICLE 26 – STATUTORY HOLIDAYS

26.01 On weeks in which a statutory holiday as listed in Article18.01 occurs, the work week will be reduced by eight (8) hours for full-time and part-time employees.

26.02 Holiday pay for eligible full-time employees will be computed on the basis of eight (8) hours per holiday.

SECTION C – PART-TIME EMPLOYEES

ARTICLE 27 – PROBATION

27.01 A part-time employee shall be considered a probationary employee until he/she has worked a total of five hundred hours (500) or has been employed for more than one (1) year, whichever comes first, and during this period he/she shall have no seniority rights. The decision as to whether or not to retain the employee's service shall be the sole right of the Employer and any termination occurring during period shall not be subject to Articles 8 and 9 of this Agreement.

ARTICLE 28 - SENIORITY

28.01 Seniority for a part-time employee is based upon the length of continuous employment with the Employer in the store since the employee's most recent date of hire. In all matters full-time employees will be deemed senior to part-time employees.

28.02 For wage progression purposes only, they will be given the greater of their part-time rate or the rate which their full-time seniority credit gives them and they shall proceed from that point in the full-time wage progression. The full-time seniority credit is calculated based on six (6) months equaling 1,040 hours worked.

ARTICLE 29 – HOURS OF WORK

29.01 The normal work week for part-time employees shall not be more than thirty-two (32) hours per week. Subject to 29.02, part-time employees may work in excess of thirty-two (32) hours per week at the Store Owner/Manager's discretion based on the requirements and efficiency of operations.

29.02 The Employer agrees to schedule part-time employees by seniority provided they have the requisite skill and ability to efficiently perform the work required and that they are available to work during the hours that are required by the Employer. Preference in the available weekly hours of work shall be given to senior part-time employees within their department, insofar as this is consistent with their availability.

29.03 The Employer shall retain a copy of the work schedule for a four (4) week period. A full-time Union representative of the Union will be permitted to review the work

schedule with the Store Owner/Manager or his/her designate in an effort to resolve any complaints. In the event the Employer has to change the work schedule, the Employer will endeavour to provide as much notice as possible to the affected employee, unless the change is as a result of a circumstance outside of the Employer's control. Upon request, a copy of the work schedule shall be given to the steward. The Employer will comply with The Saskatchewan Employment Act with regards to record keeping.

29.04 **Part-Time Availability**

Part-time employees shall declare their availability three (3) times per year and shall be required to work according to their Declaration of Availability:

(1) The last Sunday in December
(2) The first Sunday in June
(3) The third Sunday in August

These Declarations of Availability will be effective on the following posted schedules:

(1) The first Sunday in January
(2) The last Sunday in June
(3) The first Sunday in September

In addition to the above, Employees may increase their availability between November 15th and the end of the year.

The Employer will make "Declaration of Availability" forms readily available to part-time employees. Employees who require a change in availability will submit, in person, a completed form to the Employer and the employee will be given a signed copy of the form at the time of submission. Provided the request is submitted Saturday by noon, the change will be reflected at the earliest, on the schedule posted the following Thursday.

New employees shall be required to complete a "Declaration of Availability" form on or before their first day of work. An employee must not restrict themselves to the point that he or she is not available for normal scheduled shifts within the department.

29.05 **Minimum Availability**

All part-time employees must be available to work for a minimum amount of time per week. This period includes at least two (2) evenings as of five o'clock (5:00 p.m.) until

closing of the department on Wednesdays, Thursdays or Fridays as well as totally available on Saturdays and Sundays.

Notwithstanding the foregoing, part-time employees who are students and who are unavailable for the minimum amount of time indicated in the previous paragraph must be available Saturday and Sunday, provided that this does not violate The Saskatchewan Employment Act.

ARTICLE 30 – EMPLOYEE ADVANCEMENT

30.01 When a full-time vacancy within the store occurs and the Employer intends to fill it, the following procedure shall apply:

a) The full-time vacancy will be posted within ten (10) working days of the Employer determining there is a full-time vacancy and once posted shall remain posted for ten (10) working days.

b) In selecting a candidate to fill a full-time vacancy which the Employer wishes to fill, the Employer shall select the most senior candidate in the department provided he/she has the skill, ability and qualifications to perform the work required. If there are no employees within the bargaining unit to fill the job, the Employer has the right to accept applicants from outside of the bargaining unit.

c) Ability to perform the work required shall mean that the employee involved is competently performing the normal functions of the job following a training and trial period of twenty (20) days' worked. Should the employee choose to step down before the completion of the twenty (20) days' worked, they may do so, or should the employee not be able to perform the normal functions of the job in a competent manner, the Employer may return the employee to their previous position before the completion of the twenty (20) days' worked. In either event, they would return to their previous position and wage rate without loss of seniority.

30.02 In the event a full-time employee's status is changed to part-time, the employee's part-time seniority date will be based on the length of his/her continuous full-time employment with the Employer in the store since the employee's most recent date of hire.

ARTICLE 31 – VACATION

31.01 Part-time employees shall receive vacation pay as follows, payable during the month of February, based on years of continuous employment with the Employer since his/her most recent date of hire:

(a) Part time employees who have been employed by the Employer for less than one (1) year at May 1st shall be paid vacation as outlined in the Saskatchewan Employment Act.

(b) Part time employees who have been employed more than one (1) year and less than ten years at May 1st - six percent (6%) of their annual earnings in the immediately preceding calendar year;

(c) Part time employees who have been employed more than ten (10) years but less then eighteen (18) years at May 1st - eight percent (8%) of their annual earnings in the immediately preceding calendar year.

(d) Part time employees who have been employed more than eighteen (18) years at May 1st - ten percent (10%) of their annual earnings in the immediately preceding calendar year.

31.02 Upon written request of the employee at the time that the annual vacations are being scheduled, employees will be provided time off, without pay, for vacation purposes, to a maximum of two (2) weeks between May 1st and September 30th, unless otherwise mutually agreed between the Employer and the employee. No vacation will be allowed in the weeks in which Christmas and New Years Day fall.

31.03 Part-time employees who become full-time employees shall not be paid vacation pay twice for the same time period.

ARTICLE 32 – JURY DUTY

32.01 When a part-time employee who has averaged sixteen (16) hours or more in the four (4) weeks preceding and who is summoned, and reports, for jury duty, he/she will be paid his/her regular hourly rate of pay for the number of hours he/she was scheduled to work during the period he/she serves as a juror, to a maximum of five (5) shifts, less the amount he/she is paid to serve as a juror, provided that the employee immediately reports to work if the employee is excused from jury duty for the rest of the

day or days, notifies the Employer of the date on which he/she will be released from jury duty immediately after such information is provided to the employee and reports for work on his/her first scheduled shift immediately following his/her release. Such compensation shall not be considered as payment for time worked.

32.02 The claim of an employee shall be verified by presentation of the cheque from the Court; however, no payments shall be made for any hour for which the employee received compensation from the Employer for any other reason.

32.03 An employee appearing as a witness to a court proceeding on behalf of the Employer will be paid a minimum of three (3) hours at their regular hourly rate of pay, and such compensation shall not be considered as payment for time worked.

32.04 The employee's scheduled day off will not be changed as a result of attending court on the Employer's behalf.

ARTICLE 33 – BEREAVEMENT

33.01 After six (6) months of employment, a part-time employee averaging sixteen (16) hours or more per week in the four (4) weeks preceding the bereavement shall be granted up to three (3) consecutive days' leave of absence, with pay at the employee's regular rate of pay for any actual hours of work lost during such three (3) day period, in the event of a death in the immediate family. The term "immediate family" shall mean: spouse, parent, child, brother, sister, grandparent, grandchild, step-parent, step-child, step-brother, step-sister, mother-in-law, father-in-law, daughter-in-law or son-in-law.

33.02 Bereavement shall be paid on the basis of the employee's regular hourly rate of pay and the hours for which the employee was scheduled to work on the day(s) of the bereavement leave. Such compensation shall not be considered as payment for time worked.

SECTION D – WAGES

A. **Full-time employees wage grid:**

All full-time employees on the payroll as of the date of conversion shall receive the following general wage increase:

Effective the first full pay week following the 1st Anniversary –thirty (30¢) cents per hour

Effective the first full pay week following the 2nd Anniversary –thirty (30¢) cents per hour

These monies will be applied only to the end rates of the full-time wage progression. For clarity, only those employees hired prior to the date of conversion will receive the wage increases on the above-mentioned date. Employees hired after the date of conversion will not receive the above-mentioned increases unless they are at the end rate.

In the event that a general wage increases results in an employee being on an "off-rate" within his or her classification, it is understood that the employee will still have to acquire the appropriate service to advance on the existing full-time wage progression.

Minimum Rates of Pay for Full-time Employees	
Clerks	
Start	$11.32
6 months	$11.39
12 months	$11.46
18 months	$11.53
24 months	$12.00
30 months	$13.00
36 months	$15.75

Where an employee is assigned to perform the majority of the duties of a position not set out in the Collective Agreement then the full-time employee so assigned shall receive their own rate of pay plus a premium of one ($1.00) dollar per hour for each hour worked. For clarity the majority of duties means half the duties or more. It is understood that this provision shall apply for temporary assignments of more than three (3) days in a calendar week. Temporary assignments when filled will be filled by seniority provided the senior employee has the qualifications and the ability to perform the work.

Notwithstanding the wage progression for full-time employees, where there is an increase in the Provincial minimum wage rate the start rate will be minimum wage. The rates above the affected start rate will be increased, if necessary, to create a five (5¢) cent spread between that rate and the rate immediately below that rate.

B. **Part-time employees wage grid:**

On the 1st anniversary of this Collective Agreement all part-time employees who were on the payroll as of the date of conversion shall receive the following general wage increase:

Effective the first full pay week following the 1st Anniversary – twenty-five (25¢) cents per hour

Effective the first full pay week following the 2nd Anniversary –twenty-five (25¢) cents per hour

Ten (10¢) cents of these monies will be applied to the end rates of the part-time wage progression. For clarity, only those employees who were active on the payroll as date of conversion will receive the wage increases on the above mentioned dates. Employees hired after that date will not receive the above-mentioned increases.

In the event that a general wage increase results in an employee being on an "off-rate" within his or her classification, it is understood that the employee will still have to acquire the appropriate service to advance on the existing part-time wage progression.

Minimum Rates of Pay for Part-time Employees	
0-300 hours worked	$11.32
301-650 hours worked	$11.39
650-1300 hours worked	$11.46
1301-1950 hours worked	$11.53
1951 – 2600 hours worked	$11.60
2601 – 3250 hours worked	$11.67
3251 – 3900 hours worked	$11.74
3901- 4550 hours worked	$12.00
4501 - 5200 hours worked	$12.25
5201 – 5850 hours worked	$12.50
5851 – 6500 hours worked	$12.75
6501 + hours worked	$13.50

Notwithstanding the wage progression for part-time employees, where there is an increase in the Provincial minimum wage rate the start rate will be minimum wage. The rates above the affected start rate will be increased, if necessary, to create a five (5¢) cent spread between that rate and the rate immediately below that rate.

SECTION E – LETTERS OF UNDERSTANDING

#1 – STATUTORY HOLIDAYS

In the event stores are allowed to legally open on a statutory holiday with no premium pay, then the parties will meet with a view to amend the Collective Agreement. Work on these holidays will remain voluntary.

#2 – OCCASIONAL REQUEST FOR SATURDAY OFF

The Employer agrees that a full-time employee may request the occasional Saturday off. The Employer will consider the request with regard to the number of prior requests, other employee requests and the business requirements. It is acknowledged by all parties that Saturdays are in most cases the busiest day of the week and as such full-time employees are generally required to work on this day.

In accordance with the above language full-time employees requesting a Saturday off prior to commencing vacation on a Sunday will be granted their request subject to the above specified considerations.

#3 – SCHEDULE CHANGES

The Employer is required to make a reasonable effort to verbally advise individual employees of changes to their work schedule once it has been posted.

#4 – SCHEDULE REQUESTS

Shop Stewards shall be provided with copies of schedules upon request.

#5 – UNIFORMS

The Employer will maintain an employee shared supply of clean, cold temperature apparel as follows: coats, gloves, and hats.

#6 – MAKE UP EMPLOYEE SICK TIME

Notwithstanding Articles 14 and 18, Hours of Work and Overtime, a part-time employee who is absent from work due to sickness shall be entitled to the following:

In the four (4) weeks subsequent to the absence a part-time employee shall be eligible to work the equivalent number of hours of the absence at a time to be mutually agreed upon between the Employer and the employee.

The maximum number of equivalent hours shall be limited to forty (40) hours over a maximum of five (5) occurrences per calendar year. It is understood that these provisions shall not apply in the instance where an employee is eligible for payment for the absence by some other form of coverage.

#7 – FOOTWEAR ALLOWANCE

All part time employees with a minimum of two (2) years of service that are required by the Employer to purchase and use safety footwear will be reimbursed thirty ($30) dollars upon presentation of a receipt. This reimbursement is on a one-time basis during the life of the agreement. Full-time employees will be entitled to reimbursement of thirty ($30) dollars twice during the life of this Collective Agreement upon presentation of a receipt. Safety shoes must be entirely black in colour and must be Canadian Standards Approved (CSA).

#8 – RE-OPENER

The Union and Employer agree as follows:

1. Between the ninth and sixth months immediately preceding the third anniversary of the Collective Agreement, either party may give written notice to the other party that it wishes to negotiate changes in the current Collective Agreement.

2. In the event that either party gives written notice to the other party in accordance with paragraph 1 above and the parties do not reach agreement on the matters being negotiated before the commencement of the second last month immediately preceding the third anniversary of the Collective Agreement, the parties shall resolve their dispute through binding interest arbitration.

3. The parties will agree to the appointment of the interest arbitrator. If no agreement is reached by the parties before the commencement of the second last month immediately preceding the third anniversary of the Collective Agreement, the interest arbitrator is to be selected by the Chairperson of the Saskatchewan Labour Relations Board and the arbitrator will immediately thereafter be appointed by the parties.

#9 – NIGHT STOCKING

The Employer will to the extent practicable and where it will not interfere with the efficient operation of the business, allow a full-time employee who requests to opt out of night stocking work and move to the day shift (defined for the purpose of this section as generally hours during which the store is open for business) after a minimum of three (3) months on nights. Said employee will be allowed a minimum of three (3) months on days before being re-assigned to nights.

In witness whereof, the parties have executed this Agreement this 27 day of October, 2020.

For the Employer:

R.

Robb Theriault, President

Oct 27 / 2020

Date Signed

For the Union:

T. Mill

Trevor Miller, Staff Representative

OCT 30, 2020

Date Signed