

THIS AGREEMENT made and entered into this **10th day of May, 2019.**

BETWEEN: SASKATOON CO-OPERATIVE ASSOCIATION LIMITED

Employer

**AND: RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,
LOCAL 480**

Union

AGREEMENT



Expires June 20, 2022

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	- Purpose	1
2	- Union Recognition	1
3	- Clarification of Terms	2
4	- Management's Rights	2
5	- Union Security	2
6	- Dues Check-Off	3
7	- Basic Workweek – Hours of Work and Overtime	3
8	- Meal and Rest Periods	9
9	- Wages Rates and Job Classifications	10
10	- Paid Holidays	11
11	- Annual Vacations	13
12	- Seniority, Promotions, Layoffs and Rehiring	17
13	- Union Representatives' Visits	21
14	- Leave of Absence	21
15	- Jury and Witness Pay	23
16	- Sick Leave	23
17	- Safety and Health	25
18	- Smocks and Aprons	26
19	- Cash Shortages	27
20	- Notice Boards	27
21	- Union Shop Decals	27
22	- Strike and Lockout	27
23	- Adjustment of Grievances	27
24	- Board of Arbitration	30
25	- Workers' Compensation	31
26	- Dental Plan	31
27	- Duration of Agreement	31
Appendix "A"	- Wage Scales	32
Appendix "B"	- Form A	38
	- Form B	39
Appendix "C"	- Saskatchewan Employment Act – Maternity/Parental	40
<u>Letters of Agreement</u>		
#1	- Job Security	41
#2	- Information Provided to Union	41
#3	- Night Stocking	41
#4	- Technological Change	41
#5	- Sexual Harassment	42
#6	- Sick Leave Bank	42
#7	- Management Trainees	42
#8	- Water Bottles	42
#9	- Credit for Previous Experience	43
#10	- Resignation Incentive	43
#11	- Leave of Absence and Benefits	43
#12	- Staff Discount	43
#13	- Union Retirees	44
#14	- Scheduling and Overtime	44

EXPIRY: **June 20, 2022.**

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ARTICLE 1 - Purpose

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

- 1.01 To establish wage rates, hours of work and other working conditions.
- 1.02 To provide a method for settlement of disputes and grievances of employees covered by this Agreement.
- 1.03 To promote harmonious relations and efficient operations.

ARTICLE 2 - Union Recognition

- 2.01 The Co-operative recognizes the Union as the sole collective bargaining agency for all employees covered by this Agreement.
- 2.02 This Agreement shall cover all employees employed by Saskatoon Co-operative Association Ltd. at its store located at 3310 8th Street East and gas bar located at 3308 8th Street East, Saskatoon, Saskatchewan except Store Manager, First Assistant Manager, Pharmacists, Gas Bar Manager, Meat Manager, Bakery Manager, Produce Manager, Deli Manager, Floral Manager, 2nd Assistant Manager, Assistant Gas Bar Manager, **Pharmacy Manager.**

- 2.03 The promotion to and/or transfer for all out-of-scope positions are at the sole discretion of the Co-operative.

Where an employee is denied a promotion to a position listed above, the Co-operative will, upon request, meet with the Union and employee to discuss and resolve the issue.

ARTICLE 3 - Clarification of Terms

- 3.01 It is agreed that throughout this Agreement wherever the words "he", "his" or "him" appear, it shall be construed as meaning any employee, male or female. It is also agreed wherever the words "employee" or "employees" appear, it shall mean any person or persons covered by this Agreement.

ARTICLE 4 - Management's Rights

- 4.01 The management of the Co-operative and the direction of the working force, including the right to plan, direct and control retail operations; to maintain the discipline and efficiency of the employees and to require employees to observe Co-operative rules and regulations; to hire, lay off or relieve employees from duties; to suspend, demote, transfer, promote, discipline and discharge employees for cause are to be the sole right and function of the Co-operative.
- 4.02 The Co-operative shall be the sole judge of the merchandise to be handled in its stores.
- 4.03 The parties agree that the enumeration of management's rights set out in Articles 4.01 and 4.02 shall not exclude other functions not specifically set forth. The Co-operative, therefore, retaining all rights not otherwise specifically covered in this Agreement.
- 4.04 In exercising the foregoing rights, the Co-operative shall act in good faith and shall not evade or alter any of the specific provisions of this Agreement. The Co-operative will not exercise its rights under this Article or any other provisions of this Agreement to discriminate against any employee because of his activity in or for the Union.

ARTICLE 5 - Union Security

- 5.01 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of employment. Every new employee whose employment commences hereafter shall make application on the official membership application form within ten (10) calendar days of the date of employment and shall become a member of the Union within thirty (30) calendar days of this date. All present employees who are eligible, but not now members

of the Union, shall immediately apply for and maintain membership in the Union as a condition of employment.

- 5.02 All new employees shall be presented with a form letter (Form "A") supplied by the Union, as set out in Appendix "B" attached to this Agreement, outlining his obligation to the Union.
- 5.03 All new employees will be introduced to a Shop Steward in the store within the first month of their start date.

ARTICLE 6 - Dues Check-Off

6.01 Upon request in writing of any employees and upon request of the Union, the Co-operative shall deduct the Union Dues, Assessments and Initiation Fees out of the wages due to each employee and shall remit same to the person designated by the Union on or before the 20th day of each month. The Co-operative shall furnish the Union each month with a written list of:

1. Names of employees from whom the deductions have been made;
2. Names of employees whose employment has been terminated;
3. Names of employees who have been hired;
4. Home addresses of all new employees hired and any changes in home addresses of all other employees who are members of the Union.

It shall be the responsibility of the employees to advise the Co-operative, in writing, of any change of address.

6.02 Union Dues deduction, 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.

ARTICLE 7 - Basic Workweek – Hours of Work and Overtime

- 7.01
1. The basic workweek shall be forty (40) hours per week consisting of five (5) days at eight (8) hours per day as scheduled by Management.
 2. A weekly schedule of daily hours for all employees shall be posted by Thursday, 6:00 p.m., for the week after the following week. The schedule of employees working full-time may be changed without notice in the event of an unscheduled absence of employees or in the event of emergencies such as snow storm, fire, flood, breakdown of machinery or other instances of force majeure. In all other cases at least twenty-four (24) hours' notice of change must be given or four (4) hours' additional pay at the straight-time

rate in lieu of notice. The foregoing shall apply to full-time employees only.

Notice to other such employees will be given as far in advance as possible by the Co-operative. It is fully understood that the Co-operative will be under no restriction should these schedules have to be changed or should the Co-operative have to call in less senior employees in the event of emergency or other unforeseen circumstances.

3. The Co-operative will provide each store with a time clock or time sheet or similar recording device to enable employees to record their time for payroll purposes. Employees who fail to record all time worked shall, upon complaint of the Union in writing, be disciplined as follows:

First Violation - a written warning to the employee and a copy to the Union;

Second Violation - three (3) days' suspension from work without pay;

Third Violation - dismissal from employment.

The dismissal shall take place within thirty (30) days of written notice from the Union or such longer period as may be agreed upon between the Co-operative and the Union, or in the event the requested dismissal becomes a grievance under the terms of the Agreement.

4. Except for dinner meetings, banquets or other meetings where attendance is voluntary, all other staff meetings called by the Co-operative shall be considered as time worked and shall be paid for at the appropriate rate of pay.

- 7.02
 1. No employee shall work more than one (1) shift in each twenty-four (24) hour period occurring between 12:01 a.m. and 11:59 p.m. In the case of shifts which commence before 12:00 a.m. and end after 12:00 a.m., the shift will be deemed to have occurred during the twenty-four (24) hour period in which the majority of the shift occurs.
 2. Employees will have a minimum of ten (10) hours off between scheduled shifts unless otherwise mutually agreed between the Co-operative and the Employee.
- 7.03
 1. Senior part-time employees shall be entitled to be scheduled for the longest available shift per day, subject to their availability. Employees, in seniority order, will receive as many as or more hours per week than employees junior to them.

2. Regular part-time employees will be allowed to have time off for exams or other emergencies without endangering their seniority.
3. Where mutually agreeable between the Co-operative and the employee, employee(s) shall be able to switch shifts within their store provided the employee concerned has the agreement of a suitable replacement to work his/her shift and such request/agreement is in writing.

Switching shall not be construed as contrary to scheduling provisions and will be noted on the posted schedules. Nor shall such switches be used to alter "restrictions" on an ongoing basis.

- 7.04
1. Part-time employees, scheduled or called in, and who report for work, shall, if required to work less than four (4) hours, receive four (4) hours' pay at their regular hourly rate.
 2. All call-ins resulting from unscheduled absences of two (2) days or less will be done in order of seniority (qualifications and ability being sufficient to handle the job) from within the department and classification provided:
 - a) the call-in does not generate overtime;
 - b) the call-in does not generate a sixth (6th) shift;
 - c) the call-in would be given to employees who are not working on that day.
 3. It is understood that in addition to call-ins as a result of unscheduled absences of employees, from time to time, call-ins or shift cancellations are required. The parties agree that such call-ins or cancellations shall not be used to evade the terms of this Agreement.
 4. Requests for time off after the schedule has been posted will be considered based on an assessment of the needs of the business as determined by the Co-operative.
 5. The parties also agree that the legislation relating to posting and changes of the schedule do not apply to this Collective Agreement as a result of this agreement on scheduling and call-ins being superior to the legislation.
 6. It is understood that a call-in will not result in a change of the called-in employee's schedule nor result in a change of another employee's schedule who may be above or below the employee on the seniority list. Any unscheduled absence of more than two (2) days will be filled in accordance with 7.03(1).

7.05 All hours worked over those as outlined in Article 7.01(1) shall be considered as overtime hours and shall be paid for at the rate of time and one-half (1 ½) for the first three (3) hours' overtime worked in any one (1) day.

Any scheduled overtime shall be indicated on the weekly work schedule. Any unscheduled overtime will be recorded on the payroll sheet or the work schedule.

Double the regular rate shall be paid for all hours worked after three (3) hours' overtime in any one (1) day and for all hours worked on a Sunday in the event the store is not open on that day.

- 7.06 1. In the event the Co-operative opens its stores on Sunday, the following conditions will prevail for those stores that are open:
- (a) All work done on Sunday will be at regular rates plus a one (\$1.00) dollar per hour premium;
 - (b) Sunday will be considered the first day of the workweek for payroll purposes;
 - (c) The Co-operative will staff its stores on a voluntary basis. It is understood that in the event sufficient employees do not volunteer for work on Sunday, the Co-operative will have the option of either scheduling regular employees to do the work in reverse order of seniority or hiring new employees to work on Sunday. It is agreed that (b) above will not stop the Co-operative from scheduling either Saturday/Sunday or Sunday/Monday as consecutive days of rest.

Notwithstanding (c) above, the Co-operative will endeavor to schedule full-time employees no more than one (1) Sunday in every four (4). However, if required for the efficient operation of the business, full-time employees hired or appointed as full-time employees after May 11, 1999, may be scheduled two (2) Sundays in four (4). In such event, they will receive two (2) consecutive days of rest in that week.
 - (d) Part-time employees may be required to work no more than one (1) Sunday in four (4) irrespective of their availability. This does not prevent an employee who wishes to work more than one (1) Sunday in four (4) from requesting same. (Part-time employees hired after May 11, 1999 with less than five (5) years of seniority may be required to work no more than two (2) Sundays in four (4).

- 7.07
1. The Co-operative agrees to schedule employees who work twenty (20) hours or more per week, two (2) consecutive days of rest each week – one (1) of which shall be Sunday.
 2. Part-time employees who qualify for two (2) consecutive days of rest may waive this right by indicating to the Co-operative in writing during the first week of

September, January and May that they do not wish to be scheduled two (2) consecutive days of rest. A copy of the employee's option will be given to the Union.
 3. Should an employee prefer to have some other days off at the time he or she would normally be scheduled for two (2) consecutive days off, as set out above, he or she shall advise the Co-operative in writing no later than the week prior to the Thursday on which the next schedule is to be posted and in such an event, the employee will forfeit his or her two (2) consecutive days off in that four (4) week period.
 4. In the event the law changes or is rescinded with respect to consecutive days of rest legislation, this Article 7.07 becomes null and void and the Co-operative agrees to meet with the Union to negotiate the issue.
- 7.08 All overtime shall be voluntary and shall be performed only after authorization by the Co-operative.
- 7.09 Employees shall not be required but shall have the option to take time off at premium rates in lieu of premium pay for overtime, if approved by the Store Manager. Employees shall make such requests in writing. The time off shall be taken at a time mutually agreed within thirty (30) days of the day on which the overtime was worked.
- 7.10 In the event that overtime is scheduled, the senior employee in the classification and department who normally performs the work to be done shall be given first opportunity to work such overtime.
- In the event of authorized unscheduled overtime, the senior employee in the classification and department already at work who normally performs the work to be done shall be given first opportunity to work such overtime.
- In either example should no persons in that classification and department be willing to work the overtime, such overtime will be offered to qualified employees in the store in order of seniority.
- 7.11 Overtime rates of pay based on the regular rate of employees shall apply to employees when they are temporarily occupying classifications outside the scope of the Agreement.

7.12 Night Shift Premium

Any regular part-time employee (except service station) and any full-time employee working between the hours of **6:00 pm and 7:30 am** shall receive a premium of one (\$1.00) dollar per hour for all such hours worked.

This will also apply to all Bakery Department employees.

7.13 Night Shift Supervision Premium

Night Stocking and Bakery

An employee shall be designated to act in the capacity of a Night Shift Supervisor. Such employee shall be paid a premium of **eighty-five (\$0.85)** per hour in addition to the night shift premium and his regular rate of pay. If the supervision hours are overtime hours, the supervision premium shall be in addition to the overtime rate due to the hours worked.

7.14 Premium Pay

Premium pay (excluding Sunday Shopping premium) shall not apply on overtime hours.

7.15 Part-Time Availability

The following provisions shall apply to the availability of part-time employees:

1. Part-time employees will submit to the Co-operative and the Union an individual written declaration of availability for work on a form supplied by the Co-operative with a copy to the Union in the first week of September, annually. Newly hired employees will make an initial declaration at the date of hire.
2. The declaration shall provide that an employee must be available to work at least two (2) shifts per week (during the first year of employment, one of which will be Saturday). Any employee who has restricted his availability on Saturday in any way, may be required, irrespective of availability, to work no more than three (3) Saturdays out of four (4). Employees hired on or after November 10, 2005 may not restrict Saturday availability.
3. The above patterns may be further restricted during the period September 1st to December 31st with one (1) week's notice prior to the posting of the schedule (but to no less than two (2) shifts/week) or altered in an equal number of shifts the first week of January of each year. Employees who are students and actively enrolled in a recognized educational facility shall submit a new declaration of availability the first week of January of each year.

4. Subject to the hours of work provisions of the Collective Agreement, employees must be available to be scheduled for work during unrestricted hours.
5. Failure to be available for scheduled hours (not including call-ins, sickness, leaves of absence or time off for vacations) shall cause the employee to be regarded as having voluntarily terminated provided that during each term of restriction (September 1st to August 31st) an employee can request an occasional unrestricted day off if approved by the Store Manager or his or her designate. Requested days off shall not be unreasonably withheld.
6. Restriction of availability shall not in any way interfere with an employee's right to full-time employment under the terms of the Agreement.
7. Any full-time employee reduced to part-time would be entitled to restrict in accordance with these provisions. Any Courtesy Clerk employee promoted to regular part-time will be entitled to alter his restriction in accordance with these provisions.
8. The above provisions may be amended by mutual agreement between the parties at any time. In the event of a Co-operative-required transfer or store closure, the affected employees shall be entitled to review their availability.
9. In addition to the minimum availability established above, a part-time employee hired prior to November 10, 2005 must be available at least one late shift per week.
10. In addition to the minimum availability established above, a part time employee hired after November 10, 2005 must be available at least two shifts per week until closing of the department.

7.16 **Cold Weather Premium**

A Cold Weather Premium of fifty (\$0.50) cents will be applied to the "Pump Attendant" hourly rate for all hours worked where the combined temperature is colder than -39°C for a minimum of four (4) hours during said shift. Temperature shall be measured at the Saskatoon Airport by Environment Canada.

ARTICLE 8 – Meal and Rest Periods

8.01 Rest periods shall be granted on the basis of:

1. Three (3) and up to five (5) hour working period – one (1) paid fifteen (15) minute rest period;

2. Over five (5) and up to six (6) hour working period – one (1) paid fifteen (15) minute rest period and one (1) unpaid thirty (30) minute meal period or, when mutually agreed between the employee and his Department Manager, two (2) paid fifteen (15) minute rest periods;
 3. Over six (6) and up to eight (8) hour working period – two (2) paid fifteen (15) minute rest periods and one (1) unpaid sixty (60) minute meal period. One (1) unpaid thirty (30) minute meal period may be substituted in individual cases by mutual agreement between the Department Manager and the employee;
 4. The Co-operative will make every effort to not interrupt meal and rest periods.
 5. It is the Co-operative's intention to schedule rest periods so that no employee shall work more than three (3) consecutive hours without a rest period or lunch break. The parties recognize that rest periods and lunch breaks may be delayed due to unexpected business fluctuations.
- 8.02 If an employee is required to work overtime after an eight (8) hour assignment and a meal period of thirty (30) minutes' duration is not scheduled then the employee will be scheduled a fifteen (15) minute rest period, with pay, within one-half (1/2) hour of the end of the first assignment, providing the overtime is for two (2) hours or more.
- 8.03 If an employee is required to work overtime, he shall be entitled to a fifteen (15) minute rest period, with pay, after the employee has completed two (2) hours of overtime and each subsequent two (2) hour period.

ARTICLE 9 - Wage Rates and Job Classifications

- 9.01 Job classifications and the minimum hourly wage rates for all employees covered by this Agreement shall be as set out in Appendix "A" of this Agreement.
- 9.02 Pay shall be distributed electronically. A completely itemized computation of the employee's pay and overtime hours of work shall be shown in the electronic records made available to staff.
- 9.03 Classification titles and rates of pay applicable thereto for any new classifications or positions that may be established by the Co-operative hereafter shall be subject to negotiations and a Supplementary Agreement shall be executed between the Co-operative and the Union.
- 9.04 1. Any employee required by the Co-operative to temporarily fill a position paying a higher rate of pay shall receive a premium of ten (\$10.00) dollars per day if for three (3) hours or more in addition to his regular rate of pay as of the date he filled such position.

2. If an employee is required by the Co-operative to temporarily fill an out-of-scope position, he shall be paid a minimum of twenty (\$20.00) dollars per day if for two (2) days or more in addition to his regular rate. Any amount above one hundred (\$100.00) dollars per week shall be at the discretion of the Co-operative.
3. Relieving Head Cashier - rate as set out in Appendix "A" of this Agreement.
4. If a Courtesy Clerk is temporarily required to perform the duties of another classification, such employee shall be paid a premium of ten (\$10.00) dollars per day if the Courtesy Clerk has worked more than three (3) hours in the new classification.

Subject to the above, the said rates will be effective from the first day he is so employed.

9.05 Notwithstanding anything in this Agreement to the contrary, any employee now receiving a higher rate of pay than is called for in the terms of this Agreement shall not have such rate reduced during the term of this Agreement.

9.06 The rates of pay upon hiring shall be at the start rates of the various job classifications. New employees having verifiable comparable experience for the position shall be paid the appropriate rate of pay on their wage scales based on the following factors:

1. The maximum comparable experience the Co-operative will recognize for new employees will be twenty-four (24) months.
2. The Union will be provided with all relevant information regarding the situation.
3. Those employees presently being paid at rates above scale in the Collective Bargaining Agreement will remain at that rate and will progress through the increments at the normal rate.
4. Any disagreement as to such credit for previous experience shall be dealt with under the grievance procedure.

ARTICLE 10 - Paid Holidays

10.01 The following days shall be considered holidays for which there shall be no reduction 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 grocery businesses in the City.

In order for an employee, full-time or part-time, to receive statutory holiday pay, he must:

1. not have been voluntarily absent from work on the scheduled workday prior to and following such holiday;
2. have worked his regular designated weekly hours for the week in which holidays, a holiday or portion of a holiday occur, except for bona fide illness;
3. it is understood that any employee on leave of absence granted by the Co-operative at the request of the employee shall not qualify for the statutory holiday pay.

10.02 Should any employee be required to perform work on any of the above-mentioned holidays, he shall receive in addition to his holiday pay, double his regular rate for all hours worked.

10.03 When a holiday as set out in Article 10.01 falls in any week, the workweek for employees shall be reduced by eight (8) hours or the number of hours proclaimed to be observed in respect of such a week and no regular full-time 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 ½) times for all such hours worked.

10.04 Part-time employees who have been employed thirty (30) days or more and have worked an average of at least thirty-two (32) hours or more in the four (4) weeks preceding the week in which the statutory holiday occurs and are available for work the week of the statutory holiday, shall receive eight (8) hours of pay at his regular hourly rate for each holiday.

10.05 Part-time employees who have been employed thirty (30) days or more and have worked an average of at least twenty (20) hours or more in the four (4) weeks preceding the week in which the statutory holiday occurs and are available for work the week of the statutory holiday shall receive six (6) hours of pay at his regular hourly rate for each holiday.

10.06 Part-time employees who have been employed thirty (30) days or more and have worked an average of at least ten (10) hours or more in the four (4) weeks preceding the week in which the statutory holiday occurs and are available for work the week of the statutory holiday shall receive three (3) hours of pay at his regular hourly rate for each holiday.

- 10.07 In cases not covered by the foregoing or in the event its terms are more favourable to the employee, the provisions of the Saskatchewan Employment Act shall apply.
- 10.08 The parties agree that in the staffing of stores on statutory holidays, the following procedure will be used:
1. Work performed on statutory holidays will be offered (first to full-time then to part-time) to the most senior employees in the department and job classification who have volunteered to perform the work.
 2. In order to identify volunteers, a notice will be posted in each store in each department. The notice will identify the holiday on which work is offered and will have a signing sheet attached. Those wishing to volunteer will sign the sheet. The above notice will be posted for a one (1) week period, two (2) weeks prior to the week in which the holiday occurs.
 3. In the event sufficient employees do not volunteer for the required work, the Co-operative shall have the right to schedule qualified employees from the department, classification and store in reverse order of seniority and the employees so scheduled will work the scheduled shift. The Co-operative agrees it will endeavor to ensure trained volunteer employees are available. The Co-operative will not reverse order schedule the same employee more than two (2) times in a calendar year or the same holiday two (2) consecutive years.
 4. Those employees who volunteer for and work on the holiday will have the option of requesting, in writing, at the time they volunteer, another day off during the week of the holiday. Should the Co-operative grant a day off, the employee will have a basic workweek of thirty-two (32) hours including work done on the holiday. If the employee does not request or the Co-operative is unable to grant an alternate day off, the employee's basic workweek will be forty (40) hours including work performed on the holiday.
 5. It is understood that the granting or denying of the day off will rest solely with the Co-operative, however, the Co-operative agrees to act in good faith in dealing with requests subject to the efficient operation of the business.
 6. The pay for work performed on holidays will be in accordance with Article 10.02.
 7. In the event that the Co-operative operates its stores on Easter Sunday, it will staff on a voluntary basis. If sufficient qualified employees do not volunteer, the Co-operative will schedule qualified employees in reverse order of seniority.

ARTICLE 11 - Annual VacationsFull-time Employees

- 11.01 Any regular full-time employee with less than one (1) year's continuous service by May 1st will receive an amount equal to six percent (6%) of their total wages earned during the period of employment for which no vacation allowance has been paid up to May 1st. Such employee shall be allowed time off for vacation purposes without pay to a maximum of two (2) weeks during the period May 1st to October 31st, inclusive, unless otherwise mutually agreed to between the employee and the Co-operative.
- 11.02 Any employee after one (1) year's continuous full-time service by May 1st shall receive three (3) weeks' vacation at his regular rate of pay and shall take such vacation during the period from May 1st to September 30th unless otherwise mutually agreed upon between the Co-operative and the employee.
- 11.03 Any employee with eight (8) or more years of continuous full-time service by May 1st shall receive four (4) weeks' vacation with pay at his regular rate of pay, two (2) of which shall be scheduled during the established vacation period, the other two (2) weeks to be established at a time subject to the discretion of the Co-operative.
- 11.04 Any employee with thirteen (13) years or more of continuous full-time service by May 1st shall receive five (5) weeks' vacation with pay at his or her regular rate of pay, two (2) of which shall be scheduled during the established vacation period, the other three (3) weeks to be established at a time subject to the discretion of the Co-operative.
- 11.05 Any employee with eighteen (18) years or more of continuous full-time service by May 1st shall receive six (6) weeks' vacation with pay at his or her regular rate of pay, two (2) weeks of which shall be scheduled during the established vacation period, the other four (4) weeks to be established at a time subject to the discretion of the Co-operative.
- 11.06 Any employee with twenty-three (23) years or more of continuous full-time service by May 1st shall receive seven (7) weeks' vacation with pay at his or her regular rate of pay, two (2) weeks of which shall be scheduled during the established vacation period, the other five (5) weeks to be established at a time subject to the discretion of the Co-operative.
- 11.07 Should an employee be absent from work in excess of three (3) months in any qualifying year, except for illness and injury, his vacation entitlement will be calculated at 3/52, 4/52, 5/52, 6/52, or 7/52, subject to his continuous full-time service. Instances of illness and injury shall be considered for vacation entitlement for a period not to exceed twelve (12) months from the commencement of the continuous absence.

After twelve (12) months from the onset of any absence due to illness or injury, an employee absent a total of 960 hours or more (not to include vacations or Statutory Holidays) in any subsequent qualifying year will have his/her vacation calculated at 3/52nds, 4/52nds, 5/52nds, 6/52nds or 7/52nds subject to his continuous full-time service.

After twenty-four (24) months from the onset of any absence due to illness or injury, an employee absent a total of 400 hours or more (not to include vacations or Statutory Holidays) in any subsequent qualifying year will have his/her vacation calculated at 3/52nds, 4/52nds, 5/52nds, 6/52nds or 7/52nds subject to his continuous full-time service.

- 11.08 An employee who applies and qualifies for Long Term Disability payment for illness or accident while on vacation may receive the balance of the vacation affected at a mutually agreed upon time.
- 11.09 Notwithstanding the foregoing provisions, the Co-operative and an employee may agree to either three (3), four (4), five (5), six (6), or seven (7) weeks' consecutive vacation providing such vacation is taken outside the period May 1st to September 30th.
- 11.10 When a holiday occurs during an employee's vacation, an extra day's vacation consecutive with the regular vacation shall be granted if the holiday is one for which the employee would have received pay had he been working. However, if granting such additional day consecutive with the regular vacation will hamper operations or interfere with the arrangement of the vacation schedule, the employee shall be entitled to either another day off with pay within thirty (30) days of the date of the holiday or an extra day's pay.
- 11.11 A vacation list shall be submitted to the employees requesting them to indicate their preference as to vacation dates. 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 in such matters.

Employees, on the basis of seniority, shall select their vacation time subject to the following. Each request shall be decided on the basis of whether or not it is practical with consideration given to provide for the efficient operation of the store.

1. Full-time employees shall be given preference in scheduling vacations.
2. Part-time employees who desire time off for vacations shall exercise their seniority to receive vacations over other part-time employees.
3. Employees are entitled to receive two (2) weeks of vacation during the period of May 1st to September 30th. These weeks may be scheduled consecutively.

4. Employees may receive their additional weeks of vacation consecutively provided they are taking them outside the period of May 1st to September 30th.
5. Employees will be given an opportunity to indicate a preference for up to two (2) weeks in prime time (May 1st to September 30th) between January 1st and February 15th.
6. After February 15th and before April 1st of each year, employees may indicate a preference for their remaining vacation period. Provided there is a vacant place in the vacation schedule after all selections have been made by all employees based on seniority, any employee may elect and may receive more than two (2) weeks in the prime vacation period.
7. After April 1st employees may without regard to seniority and on a first come, first served basis indicate a preference for vacation period within the remaining available weeks.
8. The Co-operative will post the finalized vacation schedule by April 15th of each year.
9. Once a vacation schedule has been agreed upon then there shall be no changes except by mutual agreement between the employee and the Co-operative. It is understood that in the case of employee transfers into a store or emergency and replacement help is not available making the vacation schedule inoperable, the schedule may be adjusted by the Co-operative. In adjusting the vacation schedule to make it operable, consideration shall be given to both seniority of and fairness to the impacted employees.
10. As far as it is practical, the Co-operative agrees to schedule employees for vacations at a period of time when they request time off providing it does not affect the efficient operation of the store. The Union reserves the right to discuss an employee's vacation schedule which, in the opinion of the Union, has not been granted on a fair basis with consideration given to the efficient operation of the store. Should local management not agree with the Union's position then the Union may discuss the matter with the Co-operative's Human Resources Department.
11. The Co-operative agrees that weeks will not be "blacked out" on the vacation schedule and an employee may (subject to the terms above) request any week in the year. The Co-operative agrees to identify on the planner those high volume/high demand weeks that will be very difficult for an employee to be granted if requested. An employee will be allowed to reserve a week for a high volume week request. Such request will be ruled on at the discretion of the Co-operative but no later than six (6) weeks prior to the requested event. If the final decision of the Co-operative is negative, the reserved week will be scheduled within two (2) weeks of the decision.

- 11.12 Effective October 20, 1980, part-time employees proceeding to full-time employment after one (1) year's full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Co-operative as a part-time employee, and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate credit due the employee which will then be applied to Article 11.03, 11.04, 11.05, and 11.06.
- 11.13 If the employment of a regular full-time employee is terminated and such employee is entitled to four (4), five (5), six (6) or seven (7) weeks' vacation with pay, such employee shall receive pay in lieu of vacation calculated at the rate of 4/52, 5/52, 6/52 or 7/52 respectively, as the case may be, of his total earnings from the date he became entitled to his last annual vacation to the date of his termination.
- 11.14 Full time employees shall receive their vacation pay as part of their regular payroll cycle.
- 11.15 Vacation entitlement must be taken during the vacation year (May 1st to April 30th) and shall not be carried over to the next calendar year.

Part-time Employees

- 11.16 Part-time employees shall receive vacation pay **prior to March 1st**, based on their previous year's earnings, January 1st to December 31st, for which no vacation pay has been received:
- Less than eight (8) years' continuous part-time service - 6%
 - Eight (8) years or more of continuous part-time service - 8%
 - Thirteen (13) years or more of continuous part-time service - 10%
 - Eighteen (18) years or more of continuous part-time service - 12%
 - Twenty-three (23) years or more of continuous part-time service - 14%
- 11.17 Upon request of an employee, preferably in writing, the Co-operative agrees to grant time off in the amount of two (2) weeks without pay during the period of May 1st to October 31st for vacation purposes.
- 11.18 If the employment of a part-time employee is terminated at any time from the commencement of his employment, the Co-operative shall pay to him, in addition to all other amounts due to him, vacation pay consistent with 11.16 for the period for which no vacation pay has been paid.

ARTICLE 12 - Seniority, Promotions, Layoffs, and Rehiring

- 12.01
1. Full-time seniority is defined as the length of an employee's continuous full-time service with the Co-operative. The Co-operative agrees to recognize date of hire with previous employer in application of this clause.
 2. Part-time seniority will be defined as an employee's continuous length of service with the Co-operative. The Co-operative agrees to recognize date of hire with previous employer in application of this clause.
 3. Seniority may be acquired and exercised only within and in accordance with the Collective Agreement.
 4. New employees shall be on probation for **four hundred and fifty-six (456)** hours worked **in a period not to exceed 6 working months**. The **456**-hour period will also be applied to Courtesy Clerks who are appointed to a regular part-time position. In such case, the period will be a trial period during which the employee may be reverted to his former position as a result of performance issues at the discretion of the Co-operative.
 5. An employee who is transferred or promoted out of the scope of this Collective Agreement who subsequently returns within six (6) weeks to a position covered by this Agreement shall be credited only with seniority acquired while covered by this Agreement provided the employee has continuous service with the Co-operative.
 6. Full-time and part-time seniority lists shall be provided in January and July of each year, with a copy to the Union.
 7. When two (2) or more part-time employees are hired on the same day, the Co-operative will rank employees as determined by Management prior to the completion of the probationary period. The ranking of employees with the same seniority date shall be shown by a numerical designation beside the employee's applicable seniority date.
- 12.02 Seniority of an employee shall be considered broken and services terminated if an employee:
1. voluntarily leaves the service of the Co-operative;
 2. is dismissed for cause and not reinstated;
 3. fails to report back to work when recalled after layoff within two (2) or up to seven (7) days **unless** for legitimate reasons such as provable illness, travelling time, or an obligation to give notice to another employer. A regular full-time

employee who has been laid off continuously for a period of more than six (6) months shall be considered terminated and entitled to the provisions as set out in Article 12.08 or 12.09 as is applicable;

4. is absent from work without a written leave of absence or fails to return to work upon the completion of an authorized leave of absence unless a reason satisfactory to management is given by the employee.

- 12.03 Full-time or part-time seniority as defined in 12.01 above shall govern in case of reduction to part-time, layoff and recall, providing the employee involved has the qualifications and ability to handle the work to be performed in a competent manner. In instances of a full-time employee reduced to part-time, the Co-operative shall grant the affected employee(s) two (2) weeks' notice of such reduction occurring.

It is agreed that a reduction in hours of work for part-time employees (scheduled or actual) shall not be considered a layoff or otherwise trigger this section, except as per ***The Saskatchewan Employment Act***.

Employees regularly working full-time, recalled within twelve (12) months of their layoff or reduction to part-time by the Co-operative shall retain their previous length of full-time service.

- 12.04 The Co-operative will not reduce the regular scheduled hours of a full-time employee in the store for the purpose of replacing the full-time employee's hours with part-time employees in the store.
- 12.05 When a full-time employee is reduced to part-time by the Co-operative, the last full-time employee reduced will be the first person returned to full-time provided the employee involved has the qualifications and ability to handle the work to be performed in a competent manner.
- 12.06 For the purpose of administering scheduling, full-time employees reduced to part-time by the Co-operative will be placed at the top of the part-time seniority list within the store, department and job classification based on his full-time seniority.
- 12.07 In the event an employee's job becomes redundant and that employee has been given, by the Co-operative, the option of either remaining in the department as a part-time employee in their current classification or moving to another classification and department to attempt to remain full-time then when comparing the seniority of competing full-time employees, total Co-operative service will be the deciding factor. This means that, for example, if a Baker has more full-time seniority but less total service than a full-time Grocery Clerk, the Baker will be unable to displace that full-time Grocery Clerk.

- 12.08 In the event of discharge, except for just cause, or layoff of an employee who has been employed for at least three (3) continuous months, the Co-operative shall give the affected employee(s) notice or pay in lieu of notice as follows:
1. one (1) week's written notice where his period of employment is less than one (1) year;
 2. two (2) weeks' written notice where his period of employment is one (1) year or more, but less than three (3) years;
 3. four (4) weeks' written notice where his period of employment is three (3) or more years, but less than five (5) years;
 4. six (6) weeks' written notice where his period of employment is five (5) years, but less than ten (10) years;
 5. eight (8) weeks' written notice where his period of employment is ten (10) years or more.
- 12.09 Full-time employees terminated due to the closing of a store or department shall, if they have been employed for one (1) year or more, be paid one (1) week's severance pay at their regular rate for each year of service to a maximum of fifteen (15) weeks' severance pay. In such cases, the provisions of 12.08 shall not apply.
- 12.10 No regular part-time employee shall have his hours reduced when a casual employee is working hours that could be worked by the part-time employee, in which event the casual employee shall have his hours reduced.
- 12.11 When an employee works forty (40) hours per week for thirteen (13) consecutive weeks, it shall be determined that a full-time position has been created, except for relief for absences due to illness, injury or leave of absence and the position will be filled in accordance with and subject to Articles 12.13 and 12.14. This provision will not apply for employees hired for a specific project.
- 12.12 Promotions and vacancies not covered elsewhere in the Agreement or Letters of Understanding shall be filled on the basis of ability, qualifications and seniority. The Co-operative, in determining qualifications, ability and fitness, shall act in good faith and shall not discriminate in any manner.
- 12.13 Job Posting
1. All vacancies and new positions shall be posted on the staff bulletin boards and all employees who have completed probation shall be allowed seven (7) calendar days in which to make written application for such vacancies or new positions. Any such positions or vacancies shall be filled on the basis of seniority, merit and ability being sufficient to handle the job to be filled.

Availability may be considered by the Co-operative in cases where the employee's restrictions would seriously impact his/her ability to work the required hours of the vacancy.

2. A copy of the job posting will be provided to the Union office as well as the name of the successful applicant.
3. Employees transferred or promoted to a new position or a vacancy shall be allowed the greater of three hundred (300) hours worked or three (3) months in which to perform the duties in a satisfactory manner. If an employee does not perform the duties in a satisfactory manner or chooses not to remain, he/she shall revert to his/her former position at the rate of pay he/she would have received had he/she not moved to the new position or vacancy and further, employees who had moved into a vacancy created by the original job posting shall also revert to their previous positions. It is further understood that the three hundred (300) hour time period described above shall not exceed a period of six (6) months.

The employee may not restrict his/her availability during this trial period.

4. If it appears to the Co-operative that such employee is incapable of performing the duties of the position in a satisfactory manner, he/she may be required to revert to the former position before the expiration of the above-described time period.
5. In those instances in which an employee chooses to revert to his/her previous position within two (2) weeks, the position shall not be re-posted but shall be filled from the applicants who originally applied on the basis of seniority, merit and ability being sufficient to handle the work, unless there are no other applicants for the position or none of the other applicants have sufficient ability to handle the work.
6. Except in the case where a part-time employee applies for a full-time position, no employee can apply for a non-identical position until the expiration of twelve (12) months from the time he/she receives his/her most recent promotion.
7. All new employees must complete their initial probation period prior to being able to apply for any other position.
8. If an employee moves to another classification then he/she will be placed on the wage scale of the new position based on the total hours worked for the Co-operative since the employee's most recent date of hire.
9. Wherever possible, training for higher-paying positions and positions created or changed due to technological change will be based on seniority, merit and ability being sufficient.

10. The Co-operative will insist on the achieving of a certificate as a prerequisite for the employee to be considered in the following areas and/or reserves the right to submit any applicant to a performance test before allowing the move:

Floral Design, Cake Decorator, Meat Cutter

- 12.14 The Co-operative agrees to notify the Union as far in advance as possible of the closing of any stores covered by this Agreement.

ARTICLE 13 - Union Representatives' Visits

- 13.01 An authorized Representative or Executive Officer of the Union, on his own time, shall be permitted to talk with any employee regarding Union matters during regular working hours after notifying the Human Resources Manager or, in his absence, the employee's Unit or Department Manager. All such interviews shall be carried on in a place on the premises provided for and designated by the Co-operative. Time taken for such interviews in excess of fifteen (15) minutes shall not be on Co-operative time.

ARTICLE 14 - Leave of Absence

- 14.01
 1. The Co-operative agrees to grant time off without pay and without discrimination to not more than two (2) employees designated by the Union for a maximum of six (6) months, or longer period as may be mutually agreeable, 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 person for the job involved. It is understood that the maximum of two (2) employees will not be taken from the same department.
 2. A maximum of three (3) employees will be granted time off, without pay, to attend a Labour Convention or any other Union business of less than one (1) week's duration. It is further agreed that the number of employees be limited to a maximum of one (1) per department. The departments shall be as defined in Article 7.03 (2). The Union agrees that written requests for the leave referred to above be given to the Co-operative at least fourteen (14) days in advance.
 3. **All wages, pension contributions, benefit premiums and vacation accrual will continue while an employee is away on a Union Leave under 14.01.2; the union will notify the Co-operative of days to be paid, and shall reimburse the Co-operative upon receipt of an invoice for all payments made by the Co-operative under this article.**

- 14.02 The Co-operative shall consider a request for Leave of Absence from an employee for personal reasons who has been in the employ of the Co-operative for twenty-four (24) consecutive months. Such request shall detail the reason for the leave of absence and be submitted in writing to the Human Resources Manager a minimum of four (4) weeks prior to the commencement of the requested leave. The Human Resources Manager shall respond promptly to such requests. The four (4) week time limit may be waived in emergency situations.
- 14.03 The parties agree to comply with the Saskatchewan Employment Act as it applies to Maternity/Parental/Adoption Leave. The parties further agree to develop an exhibit to be attached to the Collective Agreement outlining the Maternity/Parental/Adoption Leave issue, however, such exhibit is not part of the Agreement. Any dispute on such leave must be taken up under the terms of the Saskatchewan Employment Act and is subject to the grievance and arbitration sections of this Agreement.
- 14.04 Upon completion of two (2) years' service, an employee shall be entitled to one (1) year's leave of absence, without pay, but with the maintenance of seniority rights, for the purpose of educational upgrading or training. An employee granted leave under this section may be required to remain in the service of the Co-operative for one (1) year after the completion of the leave of absence. The number of employees entitled to leave of absence may be limited to one (1) at any one time.
- 14.05
1. Employees will be entitled to a special leave of absence with pay of ten (10) calendar days in cases of death in an employee's immediate family. The Co-operative will consider an employee's request to return to work early.
 2. Special leave of absence with pay shall be granted up to a maximum of ten (10) calendar days in cases of pressing emergency. Pressing emergency shall include serious accident or serious illness in an employee's immediate family.
 3. Immediate family shall be confined to spouses, parents, mother-in-law, father-in-law, brother, sister, **brother-in-law, sister-in-law**, grandchild, step-children or children of such employee.
 4. Two (2) days' paid leave of absence shall be granted in case of death of an employee's son-in-law, daughter-in-law and grandparent. If the employee is attending a funeral that is greater than 250 kilometers away, an additional paid day shall be granted. If the employee is attending a funeral that is greater than 500 kilometers away, a second additional day will be granted.
 5. One (1) day's paid leave of absence shall be granted to attend the funeral of an employee's brother-in-law or sister-in-law or to serve as a eulogist, urn bearer or pallbearer at a funeral.
 6. Employees may request additional time off without pay.

7. This section shall apply to all full-time employees, regular part-time employees and those who have averaged twenty-four (24) hours' worked or paid in the four (4) weeks immediately preceding the pressing emergency.

ARTICLE 15 - Jury and Witness Pay

- 15.01 Regular full-time employees summoned to jury duty or subpoenaed as a witness in a Court of Law or any employee acting as a witness on behalf of the Co-operative shall be paid wages amounting to the difference between the amount paid them for jury services or witness 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 as a witness the rest of that day or days and fails to report back to work or if the jury or witness duty occurs on the employee's scheduled day off.
- 15.02 Part-time employees averaging more than twenty-four (24) hours/week in the four (4) weeks preceding, summoned to jury duty, shall be paid wages amounting to the difference between the amount paid them for jury duty and the amount they would have received had they worked to a maximum of eight (8) hours/day and forty (40) hours/week. This does not apply if the employee is excused from jury duty the rest of the day or days and fails to report back to work or if the jury duty occurs on the employee's scheduled day off.

ARTICLE 16 - Sick Leave

- 16.01
 1. After thirty (30) days' continuous employment, full-time employees shall be entitled to one and a quarter (1¼) days' sick leave per month without loss of pay.
 2. After one hundred and seventy-three (173) hours worked, regular part-time employees shall be credited with ten (10) hours' sick leave and will accumulate sick leave credits on the basis of ten (10) hours for every one hundred and seventy-three (173) hours worked. Payment for sick leave will be granted only on absences from scheduled hours of work.
 3. Sick leave credits shall be cumulative. The Co-operative reserves the right, in the event of an application for sick leave pay, to require a medical certificate. The Employer will pay the costs of the medical certificate. An employee who is eligible for sick leave must, in order to obtain pay for time not worked, advise the Co-operative of his illness as soon as possible before his normal starting time. If an employee is able to show satisfactory cause for having not advised the Co-operative of his illness within the specified notice period, he shall receive his sick leave pay.

16.02 Balancing Work and Family

Employees shall be entitled to use up to twenty-four (24) hours' sick leave per calendar year for the purposes of dealing with immediate family issues (i.e. children's illnesses or appointments, parental care, etc.).

16.03 In order to qualify for sick pay, employees must notify the Department Manager, his designate or, in his absence, the next highest ranking employee available prior to the starting time or as soon as possible on the first day of absence. Said employee shall also inform the Co-operative as indicated above of the estimated length of illness, when he is ready to return to work and where he can be contacted relative to his illness.

16.04 The Co-operative may require the employee to provide a doctor's certificate verifying any absence due to disability.

Where the Co-operative requires an employee to provide a doctor's note or to have a doctor fill out a form, the Co-operative will pay the cost for same unless the note is required as a result of the following:

1. The employee has been formally advised that his attendance record is unacceptable and that doctor's certificates will be required in the future; or
2. The duration of the absence or the circumstances surrounding the absence requires verification.

The Co-operative will be under no obligation to pay for the completion of forms that are required to be completed for the receipt of benefits under WCB or LTD plans.

In regard to employees returning from a leave of absence in excess of three (3) days, the employee will be responsible for the cost of the initial note indicating they are fit to return to work. If the Co-operative requires any further medical information, the Co-operative will pay the cost for same.

For all accommodations where the employee is returning to work from an absence, the employee will be responsible for the cost of the initial doctor's note which will clearly explain the nature and reason for the accommodation.

If further medical information is required, the Co-operative will pay the cost for same.

16.05 Employees, if found abusing the privilege, shall be disciplined by the Co-operative. In such cases, the Co-operative may discontinue or reduce the benefit of the employee, or terminate the employee.

- 16.06 The Co-operative shall make available its Group Insurance Plan to eligible employees. The premiums for the Plan will be shared equally between the Co-operative and the employee.
- 16.07 Full-time employees in the bargaining unit who have not already qualified for the Co-operative's group insurance benefits as part-time employees shall be covered after working three (3) consecutive months as full-time. Part-time employees qualify after working an average of twenty-four (24) hours or more **per week** over any period of **twelve (12)** consecutive weeks. Benefits will be effective three (3) months after their qualifying date. If an employee works an average of less than twenty-four (24) hours per week over a period of twelve (12) consecutive weeks then they shall not be entitled for benefits. An employee who disqualifies under this clause will be entitled to re-qualify after once again working an average of twenty-four (24) hours per week over a period of twelve (12) consecutive weeks.
- 16.08 Long-Term Disability
- After three (3) continuous months of service, employees shall be covered by the Long Term Disability Plan with the Co-operators Insurance Company in accordance with the rules and regulations of the Plan. The cost of this coverage shall be shared on a 50/50 basis between the Co-operative and the employee.

ARTICLE 17 - Safety and Health

- 17.01 The Co-operative shall make provisions for the safety and health of its employees during working hours. The Union may, from time to time, bring to the attention of the Co-operative recommendations for improvements in conditions of work and such recommendations shall be subject to discussion between the Co-operative and the Union.
- 17.02 The Co-operative agrees to pay the fee for those employees enrolled in a **First Aid and CPR** Course. The employee must obtain authorization from the Co-operative prior to enrollment in the course. The number of employees enrolled will be limited to one (1) per year per store.
- 17.03 The Co-operative agrees to maintain adequate heating in all its stores.
- 17.04 The Co-operative and the Union agree to co-operate in creating and maintaining a Health and Safety Committee in each store in accordance with the Saskatchewan Employment Act.

ARTICLE 18 - Smocks and Aprons

- 18.01 The Co-operative agrees to maintain the present policy of supplying and laundering smocks and aprons without cost to the employees in the bakery, deli and meat departments only.
- 18.02 1. (a) Any uniforms that employees must wear in the performance of their duties will be provided at no cost and in sufficient quantities to all employees. The current practices with respect to laundering such apparel shall continue.
- (b) Employee-owned personal sweaters/fleeces will be made available for employees who wear a uniform on a 65/35 (Co-operative/employee) cost-sharing basis. Each employee will be allowed to possess a maximum of two (2) sweaters/fleeces at any given time. Such sweaters/fleeces that require replacement due to wear will be replaced on a 65/35 (Co-operative/employee) cost-sharing basis. The replaced sweater/fleece will become property of the Co-operative.
2. In those departments where employees are required to work in cold conditions, the Co-operative will make available suitable and sufficient winter clothing (insulated gloves, balaclavas, toques, parkas) in the respective departments for employees to wear at no cost to the employee. Employees will not be required to share gloves, toques and balaclavas.
3. The Co-operative will make available suitable and sufficient departmental gloves when employees are required to work with cold, rough or irritating articles.
- 18.03 1. The Co-operative will assist employees in the purchase of safety footwear in the meat department and where the footwear is required to be worn by Occupational Health and Safety Legislation.
2. The Co-operative will reimburse the employee half the cost of the footwear up to a maximum of one hundred and seventy-five (\$175.00) dollars. Where employees regularly work inside and outside, they will be reimbursed for two (2) pairs of safety footwear: 1 regular pair and 1 pair for winter.
3. An employee's safety footwear will be replaced subject to Article 18.03 #2 as needed. The employee's department manager will make the decision as to replacement. An employee's request to get new safety footwear shall not be unreasonably denied.
5. Replacement of safety footwear resulting from an employee losing their footwear or the footwear damaged as a result of activities occurring outside work will be the full responsibility of the employee.

6. A copy of the receipt must be presented to the employee's department manager for reimbursement purposes.

ARTICLE 19 - Cash Shortages

- 19.01 No employee shall be held responsible for cash shortages unless he has sole access to the cash register and is given an opportunity to be present and participate in the cashing up of his register.

ARTICLE 20 - Notice Boards

- 20.01 The Co-operative agrees to furnish and install notice boards in suitable locations accessible to the employees for the purpose of posting notices of interest to the Union. The Union agrees such notices will be shown to the Store Manager or his designate prior to posting.

ARTICLE 21 - Union Shop Decals

- 21.01 The Co-operative agrees that during the term of this Agreement, it shall permit the Union to supply and install a Union Shop decal in each of its stores. The decal shall be posted in a place approved by the Co-operative, but it is understood that the decal shall be placed in a position from which it can be readily observed by the public.

ARTICLE 22 - Strike and Lockout

- 22.01 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.
- 22.02 The Union agrees not to call a meeting of its members, who are employees of the Co-operative, during any hours which will interfere with the normal operations of the Co-operative.

ARTICLE 23 - Adjustment of Grievances

- 23.01 Any complaint, disagreement or difference of opinion between the Co-operative, the Union or the employees covered by the Agreement which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance. It is understood that the foregoing will not limit an employee's right under the Saskatchewan Employment Act to present a grievance.
- 23.02 Any employee, the Union or the Co-operative may present a grievance. Any grievance which is not presented within two (2) weeks (fourteen (14) days), or in the case of dismissal, within one (1) week (seven (7) days) following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved parties.

- 23.03 The procedure for adjustment of disputes and grievances shall be as follows:
1. by a discussion between the Shop Steward or Union Representative (with or without the aggrieved employee or employees present at their option) and the Store Manager. The Store Manager shall make a decision on the matter within five (5) working days and if agreement is not reached, then
 2. the employee shall report his complaint to the Union Representative or Representatives, who will take the matter up with the Co-operative's Human Resources Department, 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 ten (10) days of receiving the decision of the Human Resources Department or within ten (10) days of their failure to respond as noted above but not thereafter, the matter shall be referred to the Board of Arbitration established by Article 24.
- 23.04 All negotiations with respect to disputes and grievances shall be dealt with during regular working hours and no employee or employee's representative shall suffer any loss of pay.
- 23.05 When an employee in the bargaining unit is the subject of a disciplinary interview (where the Co-operative intends to discipline the employee, such as to be given a written reprimand, suspension or discharge), said employee shall have a shop steward present, or, in the absence of a shop steward, an employee from his store on duty at the time agreeable to the employee concerned in the bargaining unit from the commencement of the interview.

In the event an investigative interview is to be held and there is no shop steward in the store available to attend the meeting, the Co-operative agrees to use its best efforts to contact the paid Union Representative or Chief Shop Steward to advise him of the meeting and invite him to attend. The Chief Shop Steward may attend at no cost to the Co-operative and only if he is off duty or can be released from duty by the home department.

It is the intent of the Co-operative that notice of the meeting will be provided on a reasonably practical basis.

This process is not required for suspensions pending further investigation where no interview is contemplated or the actual imposition of discipline or discharge after the investigation has been completed. The parties agree that a breach of these representation issues as a result of exceptional or unforeseen circumstances will not invalidate the investigation or any subsequent discipline.

- 23.06 All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties.

ARTICLE 24 - Board of Arbitration

- 24.01 Any dispute or grievance presented under Article 23 of this Agreement that cannot be settled by representatives of the Co-operative and the Union shall be submitted to a Board of Arbitration at the request of either party. 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 23.03 (2). 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.
- 24.02 A single Arbitrator may be used in cases where both the Co-operative and the Union mutually agree.
- 24.03 The nominees and the Chairman as selected hereinafter or the Chairman alone as referred to in 24.02 shall constitute the Board of Arbitration.
- 24.04 The Chairman is to be selected by mutual agreement between the Co-operative and the Union and if no agreement reached, the Chairman is to be selected by the Minister of Labour.
- 24.05 No person shall serve on the Board of Arbitration if he is involved directly in the labour controversy under local consideration.
- 24.06 Grievances taken before the Board of Arbitration shall be submitted in writing and shall specify clearly the nature of the grievance.
- 24.07 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.
- 24.08 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.
- 24.09 It is agreed that the expenses and fee of the Chairman of the Board of Arbitration shall be borne equally by the Co-operative and the Union. The fees and expenses of the Union nominee will be borne by the Union and the fees and expenses of the Co-operative nominee will be borne by the Co-operative.
- 24.10 The Board of Arbitration shall have authority to uphold, change, modify, alter or dismiss the penalty in suspension or dismissal cases.

ARTICLE 25 - Workers' Compensation

25.01 If an employee is injured in the performance of his duties or contracts any industrial disease and is awarded compensation from the Workers' Compensation Board, the Co-operative agrees to pay the employee the difference between the Compensation Board's payments and the employee's regular rate of pay to a maximum of twenty-five (25%) percent while the employee is receiving regular compensation payments for a maximum period of three (3) months.

ARTICLE 26 - Dental Plan

26.01 The Co-operative agrees to provide a Dental Plan to employees in accordance with the bylaws of that Plan. Premiums for the program will be paid by the Co-operative.

ARTICLE 27 - Duration of Agreement

27.01 This Agreement shall be effective from the **21st day of June, 2018** and shall remain in force until the **20th day of June, 2022**. Nothing in this Agreement is retroactive unless specifically provided herein by the parties.

27.02 For greater certainty, the parties expressly acknowledge and agree that neither of them will give notice to negotiate a new or revised Collective Agreement until the 60 to 120 day period preceding the expiry of the Collective Agreement and, subject to compliance with other statutory preconditions, that neither of them will be in a position to strike or lock out until the Collective Agreement has expired.

SIGNED THIS _____ DAY OF _____, 2019.

ON BEHALF OF THE UNION:

ON BEHALF OF THE CO-OPERATIVE:

Anna Pierno

Jason Ryden

Sheldon Hamilton

Gary Betker

Bonnie Edwards

Matt Boyko

Trevor Miller, Representative

Kyle Hallikainen

APPENDIX "A"

The minimum hourly rates for all employees coming under this Agreement will be as follows:

WAGE SCALES**A-1 Head Cashier**

Year 1: June 24, 2018	Year 2: June 23, 2019	Year 3: June 21, 2020	Year 4: June 20, 2021
24.67	25.16	25.66	26.17

FOR EMPLOYEES HIRED PRIOR TO MAY 11, 1999

**A-2 Clerk Cashiers, Meat Clerks, Produce Clerks, Food Clerks
Bakery Helpers, Cake Decorator, Pharmacy Assistant**

Year 1: June 24, 2018	Year 2: June 23, 2019	Year 3: June 21, 2020	Year 4: June 20, 2021
24.12	24.60	25.09	25.59

A-3 Bakers

Year 1: June 24, 2018	Year 2: June 23, 2019	Year 3: June 21, 2020	Year 4: June 20, 2021
25.38	25.89	26.41	26.94

FOR EMPLOYEES HIRED AFTER MAY 11, 1999 AND BEFORE NOV. 13, 2005

**A-4 Clerk Cashiers, Meat Clerks, Food Clerks, Deli Clerks, Floral Clerks,
Bakery Clerks, Bakery Helpers, Cake Decorators:**

Year 1: June 24, 2018	Year 2: June 23, 2019	Year 3: June 21, 2020	Year 4: June 20, 2021
23.26	23.73	24.20	24.68

**FOR EMPLOYEES HIRED ON OR AFTER OR PROMOTED OR TRANSFERRED INTO
AFTER NOVEMBER 13, 2005**

**A-5 Clerk Cashiers, Meat Clerks, Food Clerks, Deli Clerks, Floral Clerks,
Bakery Clerks, Bakery Helpers, Pharmacy Assistant (Hired on or after May 29,
2019)**

	Year 1: June 24, 2018	Year 2: June 23, 2019	Year 3: June 21, 2020	Year 4: June 20, 2021
Start	11.64	11.87	12.11	12.35
520 hr.	12.18	12.42	12.67	12.92
1040 hr.	12.73	12.98	13.24	13.50
2080 hr.	13.82	14.10	14.38	14.67
3120 hr.	14.92	15.22	15.52	15.83
4160 hr.	16.00	16.32	16.65	16.98
5200 hr.	17.11	17.45	17.80	18.16
6240 hr.	18.20	18.56	18.93	19.31
7280 hr.	19.29	19.68	20.07	20.47
8320 hr.	20.99	21.41	21.84	22.28

A-6 Cake Decorator

	Year 1: June 24, 2018	Year 2: June 23, 2019	Year 3: June 21, 2020	Year 4: June 20, 2021
Start	12.15	12.39	12.64	12.89
520 hr.	12.69	12.94	13.20	13.46
1040 hr.	13.24	13.50	13.77	14.05
2080 hr.	14.33	14.62	14.91	15.21
3120 hr.	15.43	15.74	16.05	16.37
4160 hr.	16.51	16.84	17.18	17.52
5200 hr.	17.62	17.97	18.33	18.70
6240 hr.	18.71	19.08	19.46	19.85
7280 hr.	19.80	20.20	20.60	21.01
8320 hr.	21.50	21.93	22.37	22.82

A-7 File Maintenance

	Year 1: June 24, 2018	Year 2: June 23, 2019	Year 3: June 21, 2020	Year 4: June 20, 2021
Start	12.66	12.91	13.17	13.43
520 hr.	13.20	13.46	13.73	14.00
1040 hr.	13.75	14.03	14.31	14.60
2080 hr.	14.84	15.14	15.44	15.75
3120 hr.	15.94	16.26	16.59	16.92
4160 hr.	17.02	17.36	17.71	18.06
5200 hr.	18.13	18.49	18.86	19.24
6240 hr.	19.22	19.60	19.99	20.39
7280 hr.	20.31	20.72	21.13	21.55
8320 hr.	22.01	22.45	22.90	23.36

A-8 Deli Supervisor, Bakery Supervisor

	Year 1: June 24, 2018	Year 2: June 23, 2019	Year 3: June 21, 2020	Year 4: June 20, 2021
Start	12.66	12.91	13.17	13.43
520 hr.	13.20	13.46	13.73	14.00
1040 hr.	13.75	14.03	14.31	14.60
2080 hr.	14.84	15.14	15.44	15.75
3120 hr.	15.94	16.26	16.59	16.92
4160 hr.	17.02	17.36	17.71	18.06
5200 hr.	18.13	18.49	18.86	19.24
6240 hr.	19.22	19.60	19.99	20.39
7280 hr.	20.31	20.72	21.13	21.55
8320 hr.	22.01	22.45	22.90	23.36

A-9 Production Assistant

	Year 1: June 24, 2018	Year 2: June 23, 2019	Year 3: June 21, 2020	Year 4: June 20, 2021
Start	11.64	11.87	12.11	12.35
520 hr.	12.30	12.55	12.80	13.06
1040 hr.	12.95	13.21	13.47	13.74
2080 hr.	14.26	14.55	14.84	15.14
3120 hr.	15.58	15.89	16.21	16.53
4160 hr.	16.88	17.22	17.56	17.91
5200 hr.	18.20	18.56	18.93	19.31
6240 hr.	19.52	19.91	20.31	20.72
7280 hr.	20.83	21.25	21.68	22.11
8320 hr.	23.13	23.59	24.06	24.54

A-10 Meat Cutters, Bakers

	Year 1: June 24, 2018	Year 2: June 23, 2019	Year 3: June 21, 2020	Year 4: June 20, 2021
Start	19.68	20.07	20.47	20.88
520 hr.	20.22	20.62	21.03	21.45
1040 hr.	20.77	21.19	21.61	22.04
2080 hr.	21.86	22.30	22.75	23.21
3120 hr.	22.96	23.42	23.89	24.37
4160 hr.	24.05	24.53	25.02	25.52

A-11 Courtesy Clerks

	Year 1: June 24, 2018	Year 2: June 23, 2019	Year 3: June 21, 2020	Year 4: June 20, 2021
Start	11.31	11.54	11.77	12.01
520 hr.	11.48	11.71	11.94	12.18
1040 hr.	11.64	11.87	12.11	12.35
2080 hr.	11.97	12.21	12.45	12.70
3120 hr.	13.72	13.99	14.27	14.56

A-12 Pharmacy Technician*

	Year 1: June 24, 2018	Year 2: June 23, 2019	Year 3: June 21, 2020	Year 4: June 20, 2021
Start	21.68	22.11	22.55	23.00
520 hr.	22.40	22.85	23.31	23.78
1040 hr.	23.12	23.58	24.05	24.53
2080 hr.	23.84	24.32	24.81	25.31
3120 hr.	24.56	25.05	25.55	26.06
4160 hr.	25.25	25.76	26.28	26.81
5200 hr.	26.60	26.52	27.05	27.59

***As per the Pharmacy Act, an employee must be properly certified in order to work as a Pharmacy Technician. It is as the Co-operative's discretion to create and fill Pharmacy Technician positions, based on their operational needs; an employee completing their Pharmacy Technician certification does not create a new Pharmacy Technician position at the Co-operative by default.**

A-13 Pharmacy Assistants (Hired before May 29, 2019)

	Year 1: June 24, 2018	Year 2: June 23, 2019	Year 3: June 21, 2020	Year 4: June 20, 2021
Start	18.57	18.94	19.32	19.71
520 hr.	18.99	19.37	19.76	20.16
1040 hr.	19.40	19.79	20.19	20.59
2080 hr.	20.22	20.62	21.03	21.45
3120 hr.	21.04	21.46	21.89	22.33
4160 hr.	21.86	22.30	22.75	23.21
5200 hr.	23.26	23.73	24.20	24.68

A-14 Pump Attendants

	Year 1: June 24, 2018	Year 2: June 23, 2019	Year 3: June 21, 2020	Year 4: June 20, 2021
Start	11.31	11.54	11.77	12.01
520 hr.	11.54	11.77	12.01	12.25
1040 hr.	11.75	11.99	12.23	12.47
2080 hr.	12.18	12.42	12.67	12.92
3120 hr.	12.62	12.87	13.13	13.39
4160 hr.	14.34	14.63	14.92	15.22

A-15 Gas Bar Supervisor

	Year 1: June 24, 2018	Year 2: June 23, 2019	Year 3: June 21, 2020	Year 4: June 20, 2021
Start	14.21	14.49	14.78	15.08
520 hr.	14.49	14.78	15.08	15.38
1040 hr.	14.75	15.05	15.35	15.66
2080 hr.	15.31	15.62	15.93	16.25
3120 hr.	15.85	16.17	16.49	16.82
4160 hr.	16.39	16.72	17.05	17.39

A-16 Courtesy Clerks

1. Any Courtesy Clerks who is appointed to a regular part-time position, will be placed at the next higher rate in the new scale and will be credited with the number of hours required to maintain that rate.
2. In the hiring of regular part-time employees, the Co-operative would consider employees in the Courtesy Clerk classification before hiring any new employees. In the appointment of Courtesy Clerks to regular part-time positions, the provisions of Article 12.13 will not apply.
3. Courtesy Clerks would have no claim on hours available to regular part-time employees in the stores and correspondingly regular part-time employees in the stores would have no claim on Courtesy Clerks hours unless Courtesy Clerks perform work not in (4) below, and except as covered in Article 9.04(4).
4. Courtesy Clerks duties are limited to basket retrieval, bagging, carry-outs, handling and sorting empty returnable beverage containers, price checks, sweeping the entire sales floor, filling checkstands with bags, cleaning up spills, damp mopping, parcel pick up duties, perishable replacements, getting change, all take-backs, clean-up in the lunch room and washrooms, and clean-up in parking lot around the store.
5. Courtesy Clerks are not intended to replace existing employees but to supplement them. This phrase is intended to mean that the impact on existing employees' hours will be held to as little as possible, however, in any case, no existing employee will be laid off or have zero (0) hours as a result of Courtesy Clerks unless seasonal or business fluctuations dictate a lower general overall staffing level.

APPENDIX “B”

It is agreed that the Co-operative shall supply every new employee with the following Form “A” as of the date the new employee commences employment.

FORM “A” to:

New Employee:

Name

Address

This is to advise you that the following terms and requirements are set out in a Collective Bargaining Agreement between the Co-operative and the Union:

1. Article 5 - Union Security

“Every employee who is now, or hereafter becomes a member of the Union, shall maintain his membership in the Union as a condition of employment. Every new employee whose employment commences hereafter shall make application on the official membership application form within ten (10) calendar days of the date of employment and shall become a member of the Union within thirty (30) calendar days of this date. All present employees who are eligible, but not now members of the Union shall immediately apply for and maintain membership in the Union as a condition of employment.”

2. Article 6 - Dues Check-Off

“Upon request in writing of any employee and upon request of the Union, the **Co-operative** shall deduct the Union Dues, Assessments, and Initiation Fees out of the wages due to each employee and shall remit same to the person designated by the Union on or before the 20th day of each month.”

The Union is being notified that you have received this letter and will expect you to make the necessary application for membership in accordance with the requirements of the Agreement.

You can make application for membership at the Union Office, 1233 Winnipeg Street, Regina, Saskatchewan, S4R 1K1 or 2154 Airport Drive, Saskatoon, Saskatchewan, S7L 6M6 or by contacting the Union Steward at the store.

Per _____

APPENDIX "B"

It is agreed that the Co-operative shall supply the Union with the following completed Form "B" as of the date every new employee commences employment.

FORM "B" to:

Retail, Wholesale and Department Store Union
2154 Airport Dr.
Saskatoon, Saskatchewan
S7L 6M6

This is to advise you that we have today informed the new employee hired, whose name appears below, of the obligations set out in Article 5 and 6 of the Collective Bargaining Agreement and of the terms of Article 9.07 listed below:

"Any employee employed by the Co-operative shall be given credit for his previous experience for the purpose of determining his wage rate, providing the employee has comparable experience and has been employed in a retail food store covered by a Union Contract in the three (3) years immediately prior to commencement of his employment. Should an employee or the Union fail to file a complaint or grievance within thirty (30) days of the date the Co-operative sends a "Form B" card to the Union, the Co-operative shall be liable to make any resulting wage adjustment which may be required only from the date the complaint or grievance was brought to its attention. The Co-operative may require the employee to provide proof of such experience and shall, in such an event, permit him a period of forty-five (45) days to do so. Upon satisfactory proof being presented, the employee's wage rate shall be adjusted retroactive to the date of his employment. The employee will forfeit any right for this benefit after forty-five (45) days."

Name of Employee _____

Address _____

Telephone No. _____ Employment Started _____ Full-Time _____

Part-Time _____

Wage Rate _____ Job Classification _____ Store Employed _____

Past experience in a retail food store covered by a Union Agreement:

Name of Company _____ Years or months of Experience _____

If out of province, proof of previous experience submitted _____

Employee: _____

Company: _____

APPENDIX “C”**SASKATCHEWAN EMPLOYMENT ACT – MATERNITY/PARENTAL/ADOPTION LEAVE**

The parties agree to comply with the Saskatchewan Employment Act as it applies to Maternity/Parental/Adoption Leave. However, the following is provided as a guideline of information:

- 1) Female employees, after at least **thirteen (13)** weeks of, shall be granted maternity leave of absence. The duration of such leave shall be at the discretion of the employee and not to exceed **a nineteen (19)** week period. The employee shall give the Co-operative a minimum of four (4) weeks' notice prior to the start of such leave if the leave requested is in excess of six (6) weeks prior to the expected birth of the child. The employee shall be required to submit a certificate from a qualified medical practitioner certifying that she is pregnant and indicating the estimated date of confinement. The employee shall give the Co-operative a minimum of four (4) weeks' notice prior to the date she intends to resume employment. If the employee returns to work within six (6) weeks of the birth of the child, she shall be required to submit a medical certificate certifying her to be medically fit to work. The employee's benefits held before such leave shall continue to be available at the expense of the employee. Seniority shall accumulate during the maternity leave.

- 2) Employees, after at least **thirteen (13)** weeks of employment, shall be granted a parental leave of absence. Such leave shall not exceed **sixty-three (63)** weeks and must be taken within one (1) year of the date the child is released from the hospital or from the date an adoptive child is placed in the employee's home. Female employees who have availed themselves of the leave in sub-section 1) above are eligible provided the cumulative time off does not exceed **fifty-nine (59)** weeks. The employee's benefits held before such leave shall continue to be available. Seniority shall accumulate during the parental leave in the same manner as sub-section 1) above. Applications for parental leave must be made four (4) weeks prior to date of commencement unless the employee has not been informed of the date in time to meet this guideline. In such cases, the employee shall submit their request as soon as possible.

LETTERS OF UNDERSTANDING

BETWEEN: SASKATOON CO-OPERATIVE ASSOCIATION LIMITED

Employer

**AND: RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,
LOCAL 480**

Union

LETTER #1

JOB SECURITY

The Co-operative will not split full-time positions for the purpose of establishing part-time positions covering the same hours. Should the Co-operative reduce a full-time position to less than the basic hours of work per week as set out in Article 7.01, the incumbent employee shall have the first opportunity to work the part-time hours.

LETTER #2

INFORMATION PROVIDED TO UNION

The Co-operative will provide, no more than annually, upon request from the Union, a list of employees and their previous year's total regular and courtesy clerk hours paid. In addition, a list of Tier 1 employees and their Tier 2 hours worked will be provided.

The Union or an employee may request this information to resolve the question of a specific employee on an as needed basis.

LETTER #3

NIGHT STOCKING

The **Co-operative** 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.

This clause will not apply to employees with more than five (5) years of full-time service or to any part-time employee with more than ten (10) years of service with the Co-operative as of the date of ratification. Those employees will not be required to work more than three (3) consecutive months on nights unless they are willing to do so.

LETTER #4**TECHNOLOGICAL CHANGE**

The Co-operative will advise the Union of technological change that is to occur which will affect the terms, conditions, or tenure of employment of its employees as far in advance as possible. Where required, the Co-operative agrees to meet with the Union to negotiate the issue.

LETTER #5**SEXUAL HARASSMENT**

The **Co-operative** and the Union agree that no form of sexual harassment shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Every effort shall be made in situations involving sexual harassment to be treated in the strictest confidence. Any employee who believes he is being sexually harassed shall report this to his immediate supervisor, full-time Union Representative or Human Resources Manager.

LETTER #6**SICK LEAVE BANK**

The Co-operative will, upon request no more than annually, provide the Union with a list of employees' sick leave hours bank.

LETTER #7**MANAGEMENT TRAINEES**

The Co-operative has the right to appoint employees as management trainees either part-time or full-time. Hours allocated to any management trainee will not be considered as available hours in the store. No full-time employee will be reduced to part-time as a result of the presence of a management trainee in a store. The Co-operative agrees to limit the number of Management Trainees to one (1).

LETTER #8**WATER BOTTLES**

Cashiers shall be allowed to have a Co-operative approved water bottle at their work locations provided the bottle is stored out of public sight and the employee exercises common courtesy with customers when consuming water.

LETTER #9**CREDIT FOR PREVIOUS EXPERIENCE**

The Co-operative agrees to notify the Union in writing of any event where an employee is granted credit in excess of that required in Article **9.06** including the rationale. In those cases, the Co-operative will, upon the request of the Union, meet to discuss and resolve the issue.

LETTER #10**RESIGNATION INCENTIVE**

The Co-operative, at its sole discretion, reserves the right to offer retirement or resignation allowances to existing employees.

LETTER #11**LEAVE OF ABSENCE AND BENEFITS**

The Union and the Co-operative agree that in the event an employee is on a leave of absence for Union business in excess of thirty (30) days, the employee's welfare benefits will continue provided the Union pays to the Co-operative an amount equal to the cost of maintaining the above-mentioned benefits. The Co-operative will provide the Union with the proper costs of benefits so that the payment can be made. It is understood that the Union will also pay the appropriate vacation payment to the employee who is on leave of absence.

LETTER #12**STAFF DISCOUNT**

The Co-operative's Staff Discount Policy shall provide a **staff discount of five (5%) on all purchases made from the Saskatoon Co-op for all employees to a maximum purchase level of \$15,000 in any fiscal year.**

The Co-operative reserves the right to establish administrative control procedures as well as eligibility requirements.

LETTER #13

UNION RETIREES

Retiring employees will be allowed to pay the premiums of any benefit plans in order to maintain coverage following retirement in accordance with the rules and regulations of the benefit plans.

LETTER #14

SCHEDULING AND OVERTIME

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

This Letter of Understanding shall remain in effect until further negotiated otherwise by the parties.