

THIS AGREEMENT made this 25<sup>th</sup> day of October, A.D. 2018

BETWEEN:           SOUTHLAND CO-OPERATIVE LTD.

OF THE FIRST PART

AND:                 RETAIL, WHOLESALE AND DEPARTMENT STORE  
UNION, LOCAL 455

OF THE SECOND PART

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# A G R E E M E N T

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Expires: July 31, 2022

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THIS AGREEMENT made and entered into this **25** day of **October**, A.D. **2018**.

BETWEEN:                                 SOUTHLAND CO-OPERATIVE LTD.,  
a body corporate, incorporated under the Co-operative  
Association Act, with head office in the Town of Assiniboia,  
in the Province of Saskatchewan, hereinafter called the  
"Co-operative"

OF THE FIRST PART

AND:   RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
LOCAL 455, affiliated with the Saskatchewan Joint Board,  
R.W.D.S.U., hereinafter called the "Union"

OF THE SECOND PART

ARTICLE 1 - PURPOSE

In consideration of the mutual value of joint discussions on matters pertaining to employer-employee relations, the parties hereto agree that the purpose of this Agreement shall be to set forth terms and conditions of employment relating to hours of work, rates of pay and other working conditions affecting the employees covered by this Agreement and to provide for a means of settling disputes and grievances of such employees.

ARTICLE 2 - CLARIFICATION OF TERMS

Wherever the words "employee" or "employees" appear, it shall mean any person or persons covered by this Agreement.

ARTICLE 3 - RECOGNITION

1. The Co-operative recognizes the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby agrees to negotiate with the Union or its designated bargaining representatives on matters relating to rates of pay, hours of work and other terms and working conditions of employees covered by this Agreement.
2. The Union recognizes the responsibility of its members to perform faithfully and diligently their respective duties for the Co-operative and at all times carry out their individual responsibilities according to the regulations, methods and procedures established by the Co-operative.
3. The Union agrees to encourage all employees to become members of the Co-operative and to support the Co-operative to the best of their abilities.

ARTICLE 4 - MANAGEMENT RIGHTS

1. The management of the Co-operative and the direction of the working force including the right to plan, direct and control operations, to maintain the discipline and efficiency of the employees, to require employees to observe the Co-operative rules and regulations, and to hire new employees are to be the sole right and function of the Co-operative. The Union further recognizes the right of the Co-operative to lay off or relieve employees from duties, to suspend, demote, transfer, promote and discharge employees subject to the provisions of this Agreement setting forth how such changes in an employee's status may be affected.
2. The Co-operative shall be the sole judge of the merchandise to be handled in its operation.
3. The parties agree that the enumeration of Management's rights as set out in clauses 1 and 2 shall not exclude other functions not specifically stated. The Co-operative, therefore, retains all rights not otherwise specifically covered in this Agreement.
4. In exercising the foregoing rights, the Co-operative shall act in good faith and shall not evade or alter any provisions of this Agreement. The Co-operative will not exercise the rights under this Article, or any provisions of this Agreement, to discriminate against any employee because of his/her activity in or for the Union.
5. The Co-operative has the right, after discussion with the Union, to terminate the employment of any employee who is not insurable under the Crime section of the Co-operative's Package Policy of Insurance.

ARTICLE 5 - SCOPE

This Agreement shall cover all employees employed by the Southland Co-operative **Ltd.**, in the Towns of Assiniboia and Gravelbourg in the Province of Saskatchewan, except the:

**Administration**

General Manager  
Office Manager  
Human Resources Manager  
Food Division Manager  
Petroleum Division Manager  
Confidential Secretary (2)

**Home and Agro**

Hardware Manager  
Home Center Manager  
Agro Center Manager  
Lumber Manager  
**Home Centre Building Consultant**

**Food**

**Food Store Manager**  
Grocery Manager  
Assistant Grocery Manager  
Meat Manager  
Bake-Off/Deli Manager  
Produce Manager

**Pharmacy**

Pharmacy Manager  
Assistant Pharmacy Manager  
Pharmacist(s)

**Petroleum**

Gas Bar/Convenience Store Manager

Assistant Gas Bar/Convenience Store Manager

**Gravelbourg**

Food Store Manager

Petroleum Manager

Meat Manager

Grocery Manager

Confidential Secretary

Two (2) Management Trainees.

**ARTICLE 6 - UNION SECURITY**

1. Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of employment. Every new employee whose employment commences hereafter shall make application on the official Union membership application form within ten (10) calendar days of the date of employment, and shall become a member of the Union within thirty (30) days of this date, and shall maintain his/her membership in the Union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his/her membership or apply for and maintain his/her membership in the Union shall, as a condition of his/her employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.
2. New employees shall be requested by the Co-operative to complete the Union application card and dues check-off authorization on the first day of employment.
3. If a document involving a written reprimand, suspension or discharge is entered into an employee's file, the employee will be given a copy of such document at the time the document is placed in the file. Written reprimands and suspensions will be removed from an employee's file after two (2) years providing the employee has not been disciplined for the same or similar offence. Written reprimands and suspensions for violence or harassment will not be removed from an employee's file.
4. When an employee receives a written reprimand that is to be entered into an employee's file, is being suspended or discharged, the employee shall have a Shop Steward present. In the event where the selected Shop Steward is not available, another member of the bargaining unit shall be used.
5. New employees shall be introduced to the on-site Union steward during orientation. If there is no steward on site during the employee's orientation, the introduction shall occur upon the steward's return to the site.

#### ARTICLE 7 - DUES CHECK-OFF

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

1. Names of employees from whom the deductions have been made.
2. Names of employees who are hired, laid off or whose employment has been terminated.
3. Home addresses of all employees hired.
4. The Co-operative will include Union dues deductions on the employee's T-4 Income Tax forms that are provided by the Co-operative.

#### ARTICLE 8 - SENIORITY

1. Seniority shall be defined as the length of an employee's service with the Co-operative. New employees shall be on probation for a continuous working period of three (3) months, during which time they shall not acquire seniority. Upon completion of the probation period, seniority shall be established retroactive to the date on which the employee last entered the service of the Co-operative. The probationary period shall be extended by the length of any absences occurring during the probationary period.

The Co-operative and the Union, in special cases, may mutually agree to extend the probation period of an employee for a further period of up to three (3) months, but not to exceed six (6) months in total. Such agreement shall be confirmed in writing.

2. If an employee is absent from work due to accident or illness, he/she shall continue to accumulate seniority providing such absence does not exceed six (6) months. If an employee is absent from work because of lay-off or leave of absence, he/she shall retain his/her seniority accumulated prior to his/her lay-off or leave of absence.
3. Any employee who voluntarily leaves the service of the Co-operative, or is dismissed, or is laid off for a period in excess of twelve (12) months, or fails to report for work on recall after lay-off, or abandons his/her employment by failing to report for duty without proper notification to the Co-operative, shall terminate seniority as of the last working day.
4. Employees may accept a promotion to an out of scope position, and if they return to the bargaining unit within three (3) months from the time of promotion, they will not lose seniority and shall revert to his or her former position.

5. The Co-operative shall prepare and publish a seniority list semi-annually in January and July.

#### ARTICLE 9 - LAY-OFFS AND RECALLS

1. When reducing staff or recalling laid-off employees, seniority shall prevail providing the senior employee has the merit, ability and fitness as evaluated by the Co-operative to handle the work to be performed.
2. When the Co-operative recalls an employee who has been laid-off, he/she shall notify such employee by registered letter addressed to the employee's last known address. The employee concerned must notify the Co-operative within five (5) days of the mailing of such letter, stating his/her acceptance or refusal of the employment offered. If an employee fails to report for work within five (5) days of mailing of such notice, but does report within thirty (30) days showing good cause for having failed to report within the five (5) days, he/she shall be notified of the next vacancy and his/her seniority shall be retained. Good cause shall be sickness, accident, verified by the certificate of a medical practitioner, or insufficient traveling time. Failure or refusal to reply to recall notice shall cause all seniority rights to be forfeited, unless the recall was for a period of thirty (30) days or less.
3. In this Agreement, layoff shall be defined as in the *Saskatchewan Employment Act*.

#### ARTICLE 10 - VACANCIES AND PROMOTIONS

1. All vacancies and new positions within the scope of this Agreement shall be filled by the best qualified candidates as evaluated by the Co-operative. Where merit, ability and fitness are comparable and sufficient, the senior applicant will be selected.
2. All vacancies and new positions within the scope of this Agreement shall be posted on the bulletin board and employees shall be allowed seven (7) calendar days in which to make written application for such vacancies or new positions. A copy of all postings shall be supplied to the Union at the time of posting.
3. An employee who is on vacation or on leave may advise Human Resources if they wish to be notified about vacancies that arise during their absence. A copy of the posting will be sent electronically to the location requested by the employee.
4. An employee transferred or promoted to a new position shall be on a qualifying period of three (3) months. If the employee so named does not perform the duties satisfactorily within that time, he/she shall revert to his/her former position. If the employee so wishes, he/she may revert to his/her former position during the qualifying period.
5. Notwithstanding the foregoing, positions which are marked by an asterisk (\*As Designated by Management) shall be considered supervisory and may be filled without reference to seniority.

## ARTICLE 11 - JOB CLASSIFICATIONS

1. Rates of pay for any new positions that may be established by the Co-operative hereafter shall be subject to negotiations, and a supplementary Agreement shall be executed between the Co-operative and the Union. The Co-operative shall have the right to establish a rate to be paid until the regular position rate is agreed upon. The agreed rate of pay will be effective as of the date the new position was filled.
2. The rates of pay upon hiring shall be at the start rates of the various job classifications. New employees having comparable experience or their related competencies exceeding the recruitment requirements for the position, shall be paid the appropriate rate of pay on their wage scale, based on these factors. The 24 month scale will normally be considered the maximum starting rate at the Co-operative's discretion. The parties may agree to exceed the 24 month credit where there is merit. The Union will be provided all relevant information regarding the situation by the Co-operative.

## ARTICLE 12 - HOURS OF WORK

1. The basic work week for regular full-time employees shall consist of five (5) eight (8) hour days not to exceed forty (40) hours per week. A part-time employee who works an average of twenty-four (24) hours or more per week for any period of thirteen (13) consecutive weeks shall be considered a regular part-time employee, except hours worked for the purpose of vacation relief or to replace hours of other employees absent as a result of illness, Workers' Compensation or authorized leave of absence, will not be used in the calculation to determine an employee's regular part-time status. Should a regular part-time employee work less than twenty-four (24) hours per week for any period of twenty-six (26) consecutive weeks, the employee shall lose his/her regular part-time status.
2. The Co-operative shall post, seven (7) days in advance, a weekly work schedule showing daily starting and quitting times and days off for all regular full-time and regular part-time employees. If a new schedule is not posted by Saturday noon, then the schedule already posted shall apply for the next following week. Twenty-four (24) hours' notice will be given of any changes, except in emergency cases.
3. The Co-operative shall grant employees two (2) fifteen (15) minute paid rest periods per normal eight (8) hour day.
4. Every employee shall be granted one day's rest in seven (7).

## ARTICLE 13 - OVERTIME PAY

1. All hours worked in excess of the basic work week shall be considered as overtime hours and shall be paid at the rate of one and one-half times (1-1/2x) the regular rate for the first four hours and double time (2x) thereafter. The schedule of hours shall not be changed to avoid payment of overtime.



2. Employees shall receive double the rate of pay for all hours worked on Sunday or the day given in lieu of Sunday.

It is understood that Sunday work shall be voluntary except for employees of the Self Serve Gas Bar.

If there are not sufficient employees who volunteer to work on Sundays, the Co-operative has the right to schedule junior employees within classifications required to work on Sundays.

3. In calculating the time worked by an employee in any week which contains a statutory holiday, no account shall be taken of any time worked by him/her on the statutory holiday.
4. **Employees in the Driver Sales Rep classifications may choose to bank approved overtime at overtime rates. Employees are able to accumulate a maximum of 40 hours between May 1 and April 30 each year. Banked time off will be taken at a time mutually agreed upon between the Co-operative and the employee. Any unused banked overtime may be scheduled off by the employer during seasonally slow periods, unless the employee has already requested that time off to be used. Any unused banked overtime shall be paid out in full by April 30 of each year.**

#### ARTICLE 14 - WAGE RATES AND CLASSIFICATIONS

1. Job classifications and wage rates covered by this Agreement shall be as set out in Appendix "A".
2. Employees shall be paid every second Friday by direct deposit. Employees shall receive an itemized statement covering the two (2) weeks ending the previous Saturday.
3. Any employee required to temporarily fill a position in the scope of this Agreement paying a higher rate of pay, shall receive eight dollars (\$8.00) per day in addition to his/her regular rate, provided that such period is for three (3) days or more. An employee's rate will not be reduced if temporarily filling a position paying a lower rate of pay.

Any employee required temporarily to fill a position out of the scope of this Agreement shall receive not less than sixteen dollars (\$16.00) per day in addition to his/her regular rate of pay, provided that such period is for three (3) days or more.

#### ARTICLE 15 - ANNUAL VACATION

1. Vacation with pay at regular rates or a fraction of the employee's total earnings, whichever is the greater, shall be granted on the following schedule:
  - (a) Three (3) weeks (3/52nds) after one (1) year service and after each subsequent year up to nine (9) years service.

- (b) Four (4) weeks (1/13th) after nine (9) years service and after each subsequent year up to eighteen (18) years service.
- (c) Five (5) weeks (5/52nds) after eighteen (18) years service and after each subsequent year up to twenty-five (25) years service.
- (d) Six (6) weeks (3/26ths) after twenty-five (25) years service and after each subsequent year of service.

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

2. Vacations shall be granted between May 1 and October 31 unless otherwise mutually agreed upon between the Co-operative, the employee and the Union.
3. When a Statutory Holiday occurs during an employee's vacation, an extra day's vacation shall be granted if the Statutory Holiday falls on a day which the employee would normally work.
4. If requested two (2) weeks in advance, employees shall receive their vacation pay on a date not later than one (1) day previous to the date on which their vacations are scheduled to start. Where such payment is not requested, vacation pay for the vacation taken will be paid in the normal payroll cycle.
5. If the employment of an employee is terminated, the Co-operative shall pay him/her for any vacation time he/she has earned.
6. The annual vacation cut-off for all employees shall be April 30. Employees with less than one (1) year's service shall be entitled to one and one-quarter (1-1/4) day's vacation with pay for each completed month of service, up to April 30, up to a maximum of three (3) working weeks. Employees who commence employment after the first day of the month shall receive a prorated vacation entitlement for that month.
7. A vacation list shall be submitted to the employees requesting them to indicate their preference as to vacation dates.

It is agreed that employees with the longest service with the Co-operative will have priority. However, both parties agree that the vacation schedule must be practical insofar as the operation of the business is concerned. The Co-operative, therefore, must make the final decision on such matters.

ARTICLE 16 - STATUTORY HOLIDAYS

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

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

and any other days proclaimed as holidays by Federal, Provincial or Civic authorities.

2. Statutory Holidays shall be observed on days other than the calendar dates when so proclaimed by Federal, Provincial or Civic authorities.
3. When a Statutory or Proclaimed Civic Holiday occurs, the work week shall be reduced by eight (8) hours and no employee shall suffer a reduction in take-home pay. When a Federal or Provincial holiday is proclaimed, the work week shall be reduced by the number of hours the work schedule is affected. 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 times (1-1/2x) for all such hours worked. An employee required to work on such holiday shall be entitled to the option of taking an equivalent leave of absence with pay in lieu of said holiday. Such leave shall be arranged by mutual agreement between the employee and the Co-operative.
4. An employee required to work on a Civic Holiday shall be entitled to an equivalent leave of absence with pay in lieu of said holiday. If the Co-operative does not arrange for leave of absence within two months following said holiday, overtime shall be paid to the employee.
5. Part-time employees shall be paid Statutory Holiday pay based on Provincial Legislation.

ARTICLE 17 - GRIEVANCE PROCEDURE

1. Any disagreement with regard to the interpretation or application of this Agreement shall be submitted to the other party in writing and shall be subject to negotiations. The decisions arrived at shall be signed jointly and form a part of this Agreement.
2. Any employee who feels he/she has been unfairly treated may present a grievance. Any grievance which is not presented within ten (10) days of the event shall be forfeited and waived by the aggrieved party.
3. All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties.

4. The procedure for adjustment of disputes and grievances will be as follows:
  - (a) A discussion between the Shop Steward (with the aggrieved employee present or absent at his/her option) and the Department Manager or Human Resources Manager. The Department Manager or Human Resources Manager shall give a written decision on the matter within **seven (7)** days after the discussion.
  - (b) Failing agreement of subsection (a), the grievance shall be dealt with by the Grievance Committee of the Union and the General Manager or his/her duly appointed representative in the event of his/her absence for a period in excess of one (1) week. The General Manager shall render a written decision on the matter within seven (7) days.
  - (c) If a satisfactory settlement cannot be reached then, upon request of either party, the matter shall be referred to the Board of Arbitration.
5. After completion of any step in Section 4, if the Union does not proceed to the next step within fourteen (14) days, the grievance shall lapse.
6. All negotiations with respect to disputes and grievances shall be dealt with during the regular working hours and no employee shall suffer any loss of pay for time spent in such negotiations.
7. The Parties may agree to the appointment of a mediator to assist in resolving the dispute.

#### ARTICLE 18 - BOARD OF ARBITRATION

1. Any dispute or grievance presented under Article 17 of this Agreement that cannot be settled by representatives of the Co-operative and the Union shall be submitted to a Board of Arbitration at the request of either party.
2. The Board of Arbitration shall be composed of one Co-operative representative, one Union representative and one person acceptable to both the Union and the Co-operative who shall act as Chairperson. If agreement cannot be reached within seven (7) days in respect of the appointment of the Chairperson of the Board of Arbitration, the matter shall be referred to the Minister of Labour to appoint a Chairperson. The Parties may also agree to the use of a single Arbitrator. The single Arbitrator would be agreed upon or appointed in the same manner as a Chairperson.
3. No person shall serve on the Board of Arbitration if he/she is involved directly in the labour controversy under local consideration.
4. A grievance taken before the Board of Arbitration shall be submitted in writing and shall specify clearly the nature of the grievance.

5. When the Board of Arbitration has been formed in accordance with this Article, it shall meet and hear the evidence of both sides and render a decision.
6. The Board of Arbitration, in reaching its decision, shall be governed by the provisions of this Agreement. A decision of a majority of the Board shall be taken to be the decision of the Board and shall be final and binding on all parties concerned.
7. It is distinctly understood that the Board of Arbitration is not vested with the power to change, modify or alter this Agreement in any of its parts. The Board may, however, interpret the provisions of this Agreement.
8. It is agreed that the expenses of the Chairperson of the Board of Arbitration or the single Arbitrator shall be borne equally by the Co-operative and the Union.

#### ARTICLE 19 - LEAVE OF ABSENCE

1. If fifteen (15) days' notice is given to the Co-operative, one employee, selected by the Union to do Union work, may be granted leave of absence without pay for a period of three (3) months, during which time he/she shall not accumulate seniority, but shall retain seniority accumulated prior to such leave. If mutually agreed, the leave may be of longer duration.
2. Employees selected as delegates to attend Labour Conventions or business meetings in connection with the affairs of the Union, upon giving seven (7) days' notice, shall be granted leave of absence without pay for a period not to exceed two (2) weeks. The Co-operative reserves the right to limit the number of delegates to four (4) with no more than one (1) from one (1) department.
3. The maintenance of employee benefit plans during leave of absence, for which there is no pay, shall be conditional upon bylaws of the plans concerned and upon payment of the full cost by the employee.
4. Special leave of absence with pay shall be granted for two (2) days and may be granted up to a maximum of seven (7) working days in case of pressing emergency. Pressing emergency shall include death, serious accident or serious illness in the immediate family of an employee. Immediate family shall be confined to spouse, mother, father, mother-in-law, father-in-law, **step-parents**, sister, brother, children **or step-children** of such employee. Proof of emergency and time involved may be required by the Co-operative. One day's leave of absence with pay shall be granted to attend the funeral of a grandparent, grandchildren, **sister-in-law, brother-in-law, daughter-in-law, or son-in-law.**
5. Maternity Leave:

A **pregnant** employee who is currently employed and has been in the employment of the Co-operative for a total of at least **thirteen (13) consecutive** weeks immediately preceding

the day on which the requested leave is to commence, shall be granted a maternity leave of absence without pay. The employee must make application for such leave at least four (4) weeks prior to the start of such leave, together with a certificate from a qualified medical practitioner certifying that she is pregnant and indicating the estimated date of birth. Duration of such leave shall be at the discretion of the employee and not to exceed an eighteen (18) week period. The employee shall give the Co-operative a minimum of four (4) weeks' notice in advance of the date she wishes to return to work. If the employee returns to work within six (6) weeks of the birth of the child, she shall provide the Co-operative with a doctor's certificate certifying her to be medically fit to come back to work. Seniority will accumulate during maternity leave. Benefits will not accumulate or be paid during maternity leave, but the employee's benefits held before such leave shall be reinstated upon her return to work. The Co-operative's obligation to guarantee employment shall cease if the employee is unable to return to work at the expiration of the eighteen (18) week period.

6. Parental Leave

An employee who is currently employed and has been in the employment of the Co-operative for a total of at least **thirteen (13) consecutive** weeks immediately preceding the day on which the requested leave is to commence shall be granted a parental leave of absence without pay. The employee must make application for such leave at least four (4) weeks prior to the start of such leave. Such leave shall not exceed thirty-seven (37) consecutive weeks and must be taken within one (1) year of the date the newborn child is released from the hospital or from the date an adoptive child is placed in the employee's home. Female employees who have taken a maternity leave of absence described in Section 5 above are eligible provided the parental leave of absence is continuous with the maternity leave and the total combined duration of both leaves does not exceed fifty-two (52) consecutive weeks. Seniority will accumulate during parental leave. Benefits will not accumulate or be paid during parental leave, but the employee's benefits held before such leave shall be reinstated upon the employee's return to work. The employee shall give the Co-operative a minimum of four (4) weeks' notice in advance of the date he/she wishes to return to work.

7. Upon completion of two (2) years' service, an employee shall be entitled to one (1) year's leave of absence without pay, but with the maintenance of seniority rights, for the purpose of educational upgrading or training. An employee granted leave under this section may be required to remain in the service of the Co-operative for one (1) year after the completion of the leave of absence. The number of employees entitled to leave of absence may be limited to one at any one time.
8. The Co-operative agrees to pay for the equivalent of fifty-five (55) hours of time spent negotiating a collective bargaining agreement. The employees shall be entitled to representation at such negotiations by at least four (4) of their members with no more than one (1) from any one (1) department.

ARTICLE 20 - EMPLOYEE BENEFITS

1. The Co-operative's present policy (in accordance with the bylaws of the plans concerned) of providing Superannuation, group life insurance, long-term disability insurance, extended health care and uniforms shall be continued during the term of this Agreement.
2. The Co-operative will provide The Co-operator's Dental Plan, in accordance with the bylaws of the plan, for all full-time and regular part-time employees. The premiums will be shared 50/50 between the Co-operative and the employee. It is understood that participation in the plan is compulsory for all full-time and regular part-time employees.
3. Sick Leave Benefits
  - (a) After three (3) months' continuous employment, full-time employees shall accumulate sick leave credits on the basis of one and one-quarter (1 1/4) days for each month of employment. Credit for three and three-quarter (3 3/4) days' sick leave shall be granted after completion of the three (3) month waiting period. Unused sick leave credits shall be cumulative to a maximum of forty (40) days.
  - (b) Regular part-time employees shall accumulate sick leave credits on the basis of ten (10) hours for each one hundred seventy-three (173) hours worked. Once an employee qualifies for this benefit pursuant to Article 12 - 1, he/she shall be credited with sick leave credits on the basis of hours worked to the beginning of the thirteen (13) consecutive week period in which he/she last qualified. Should an employee work for less than an average of twenty-four (24) hours per week over a twenty-six (26) consecutive week period, he/she will lose this benefit, however, he/she will be allowed to keep the unused sick leave credits he/she has accumulated. Unused sick leave credits for part-time employees shall accumulate to a maximum of three hundred and twenty (320) hours. Sick pay benefits shall apply only for absences from scheduled work.
  - (c) Sick Leave credits, up to a maximum of twenty-four (24) hours per year, may be used by an employee in respect of sickness of a spouse or dependent children and parents. Employees will be eligible for such leave provided that:
    - i) The sickness is bona fide. A medical certificate may be requested. The cost of providing the medical certificate shall be paid by the Co-operative on provision of an invoice.
    - ii) The sickness requires the employee to be present personally. It will be the employee's responsibility to indicate the reasons.
  - (d) The parties agree that the abuse of sick leave is a serious matter. Any employee Found abusing sick leave benefits shall be disciplined by the Co-operative.

- (e) The Co-operative reserves the right to require a medical certificate in order to establish eligibility for sick leave benefits.
  - (f) An employee shall be limited to a maximum cumulative total of twelve (12) hours sick leave per year for appointments with the employee's doctor, dentist and optometrist. Sick leave pay shall not be granted for doctor's office appointments, dentist appointments and optometrist appointments unless the employee can show just cause why his/her appointment could not be arranged for his/her scheduled time off. A medical or dental appointment within a town serviced by a co-op location will normally be no longer than one (1) hour. An appointment in Moose Jaw will normally be no more than four (4) hours.
4. Regular part-time employees working twenty-four (24) hours or more per week shall receive Plan A benefits.

Part-time employees working between fifteen (15) and twenty-four (24) hours per week shall receive Plan B benefits.

#### ARTICLE 21 - NOTICE BOARDS

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

#### ARTICLE 22 - UNION REPRESENTATIVE VISITS

An authorized Representative or Executive Officer of the Union shall be permitted, after notifying the Manager, to talk with an employee regarding Union matters during regular working hours. The interview of such employee by the Union Representative or Executive Officer shall be carried on in a place provided for and designated by the Co-operative. Time taken for such an interview in excess of five (5) minutes shall not be on the Co-operative's time.

#### ARTICLE 23 - STRIKES AND LOCKOUTS

1. 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.
2. 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 24 - JURY AND WITNESS PAY

Full-time and regular part-time employees summoned to jury duty or subpoenaed before a court of law shall be paid wages amounting to the difference between the amount paid them for jury or



witness services and the amount the employee would have earned had he/she worked on such days. This does not apply if the employee is excused from jury duty or as a witness for the rest of the days or days and fails to report back to work, or if the jury or witness duty occurs on the employee's scheduled day off.

ARTICLE 25 - SAFETY AND HEALTH

1. The parties agree to the establishment of Occupational Health Committees composed of equal representation from the Co-operative and the employees in accordance with the Occupational Health and Safety Regulations.
2. The Co-operative shall provide the cost of safety boots to a maximum of one hundred and twenty five (\$125.00) per year to all employees who require same in accordance with Occupational Health and Safety. Such payment is eligible only upon the employee's submission of a proper receipt. Employees on probation will be reimbursed upon passing probation.

ARTICLE 26 - DURATION OF AGREEMENT

This Agreement shall be effective as of **August 1, 2018**, and shall remain in force until **July 31, 2022**, and thereafter from year to year, but either party may not less than sixty (60) days nor more than one hundred twenty (120) days before the expiry date of this Agreement, give notice in writing to the other party to terminate such Agreement or to negotiate a revision thereof.

ON BEHALF OF THE UNION:

ON BEHALF OF THE CO-OPERATIVE:

*"Tyler Burnay"*

*"Ken Bahuaud"*

*"Bernie Olynick"*

*"Sonja Dahlman"*

*"Robin Cristo"*

**APPENDIX "A"**

Casual and part-time help shall accumulate seniority for the purpose of applying Appendix "A" only. For the purpose of applying Appendix "A" to casual and part-time help it is agreed that six (6) months is equal to 1040 hours. Rates of pay listed below are hourly rates. Part-time employees shall be paid at the rate listed for the job classification being filled.

**SCHEDULE 3 - EFFECTIVE AUGUST 1, 2018**

|                            | Start | After<br>3 Mo. | After<br>6 Mo. | After<br>9 Mo. | After<br>12 Mo. | After<br>18 Mo. | After<br>24 Mo. | After<br>30 Mo. | After<br>36 Mo. |
|----------------------------|-------|----------------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Office Clerk               | 12.15 | 12.59          | 13.03          | 13.41          | 13.81           | 14.69           | 15.60           | 17.54           | 18.99           |
| Clerk I                    | 12.15 | 12.57          | 12.98          | 13.37          | 13.76           | 14.61           | 15.47           | 17.38           | 18.45           |
| Clerk II                   | 12.69 | 12.99          | 13.31          | 13.74          | 14.17           | 15.10           | 16.07           | 17.84           | 18.99           |
| *Grocery Supervisor        | 15.17 | 15.81          | 16.42          | 16.85          | 17.28           | 18.14           | 18.98           | 20.58           | 21.44           |
| File Maintenance           | 15.17 | 15.81          | 16.42          | 16.85          | 17.28           | 18.14           | 18.98           | 20.58           | 21.44           |
| *Head Cashier              | 15.17 | 15.81          | 16.42          | 16.85          | 17.28           | 18.14           | 18.98           | 20.58           | 21.44           |
| Meat Cutter                | 15.88 | 16.26          | 16.65          | 17.05          | 17.45           | 18.52           | 19.60           | 21.38           | 22.45           |
| * Produce Operator         | 15.17 | 15.81          | 16.42          | 16.85          | 17.28           | 18.14           | 18.98           | 20.58           | 21.44           |
| *Pharmacy <b>Assistant</b> | 15.88 | 16.26          | 16.65          | 17.05          | 17.45           | 18.52           | 19.60           | 21.38           | 22.45           |
| Yard Clerk                 | 13.25 | 13.78          | 14.32          | 14.76          | 15.19           | 16.13           | 17.21           | 18.83           | 19.95           |
| *Yard Supervisor           | 15.17 | 15.81          | 16.42          | 16.85          | 17.28           | 18.14           | 18.98           | 20.58           | 21.44           |
| *Hardware Supervisor       | 15.17 | 15.81          | 16.42          | 16.85          | 17.28           | 18.14           | 18.98           | 20.58           | 21.44           |
| *Lumber Supervisor         | 15.17 | 15.81          | 16.42          | 16.85          | 17.28           | 18.14           | 18.98           | 20.58           | 21.44           |
| Agro Clerk                 | 13.25 | 13.78          | 14.32          | 14.76          | 15.19           | 16.13           | 17.21           | 18.83           | 19.95           |
| Pump Attendant             | 12.15 | 12.37          | 12.60          | 12.80          | 12.98           | 13.38           | 14.50           |                 |                 |
| *Gas Bar Supervisor        | 15.17 | 15.81          | 16.42          | 16.85          | 17.28           | 18.14           | 18.98           | 20.58           | 21.44           |
| Driver Sales Rep           | 18.65 | 19.38          | 20.11          | 20.86          | 21.59           | 23.06           | 24.53           |                 |                 |

\*As designated by Management.

**APPENDIX "A"**

Casual and part-time help shall accumulate seniority for the purpose of applying Appendix "A" only. For the purpose of applying Appendix "A" to casual and part-time help it is agreed that six (6) months is equal to 1040 hours. Rates of pay listed below are hourly rates. Part-time employees shall be paid at the rate listed for the job classification being filled.

**SCHEDULE 3 - EFFECTIVE JULY 27, 2019**

|                            | Start | After<br>3 Mo. | After<br>6 Mo. | After<br>9 Mo. | After<br>12 Mo. | After<br>18 Mo. | After<br>24 Mo. | After<br>30 Mo. | After<br>36 Mo. |
|----------------------------|-------|----------------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Office Clerk               | 12.39 | 12.84          | 13.29          | 13.68          | 14.09           | 14.98           | 15.91           | 17.89           | 19.37           |
| Clerk I                    | 12.39 | 12.82          | 13.24          | 13.64          | 14.04           | 14.90           | 15.78           | 17.73           | 18.82           |
| Clerk II                   | 12.94 | 13.25          | 13.58          | 14.01          | 14.45           | 15.40           | 16.39           | 18.20           | 19.37           |
| *Grocery Supervisor        | 15.47 | 16.13          | 16.75          | 17.19          | 17.63           | 18.50           | 19.36           | 20.99           | 21.87           |
| File Maintenance           | 15.47 | 16.13          | 16.75          | 17.19          | 17.63           | 18.50           | 19.36           | 20.99           | 21.87           |
| *Head Cashier              | 15.47 | 16.13          | 16.75          | 17.19          | 17.63           | 18.50           | 19.36           | 20.99           | 21.87           |
| Meat Cutter                | 16.20 | 16.59          | 16.98          | 17.39          | 17.80           | 18.89           | 19.99           | 21.81           | 22.90           |
| * Produce Operator         | 15.47 | 16.13          | 16.75          | 17.19          | 17.63           | 18.50           | 19.36           | 20.99           | 21.87           |
| *Pharmacy <b>Assistant</b> | 16.20 | 16.59          | 16.98          | 17.39          | 17.80           | 18.89           | 19.99           | 21.81           | 22.90           |
| Yard Clerk                 | 13.52 | 14.06          | 14.61          | 15.06          | 15.49           | 16.45           | 17.55           | 19.21           | 20.35           |
| *Yard Supervisor           | 15.47 | 16.13          | 16.75          | 17.19          | 17.63           | 18.50           | 19.36           | 20.99           | 21.87           |
| *Hardware Supervisor       | 15.47 | 16.13          | 16.75          | 17.19          | 17.63           | 18.50           | 19.36           | 20.99           | 21.87           |
| *Lumber Supervisor         | 15.47 | 16.13          | 16.75          | 17.19          | 17.63           | 18.50           | 19.36           | 20.99           | 21.87           |
| Agro Clerk                 | 13.52 | 14.06          | 14.61          | 15.06          | 15.49           | 16.45           | 17.55           | 19.21           | 20.35           |
| Pump Attendant             | 12.39 | 12.62          | 12.85          | 13.06          | 13.24           | 13.65           | 14.79           |                 |                 |
| *Gas Bar Supervisor        | 15.47 | 16.13          | 16.75          | 17.19          | 17.63           | 18.50           | 19.36           | 20.99           | 21.87           |
| Driver Sales Rep           | 19.02 | 19.77          | 20.51          | 21.28          | 22.02           | 23.52           | 25.02           |                 |                 |

\*As designated by Management.

**APPENDIX "A"**

Casual and part-time help shall accumulate seniority for the purpose of applying Appendix "A" only. For the purpose of applying Appendix "A" to casual and part-time help it is agreed that six (6) months is equal to 1040 hours. Rates of pay listed below are hourly rates. Part-time employees shall be paid at the rate listed for the job classification being filled.

**SCHEDULE 3 - EFFECTIVE JULY 26, 2020**

|                            | Start | After<br>3 Mo. | After<br>6 Mo. | After<br>9 Mo. | After<br>12 Mo. | After<br>18 Mo. | After<br>24 Mo. | After<br>30 Mo. | After<br>36 Mo. |
|----------------------------|-------|----------------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Office Clerk               | 12.64 | 13.10          | 13.56          | 13.95          | 14.37           | 15.28           | 16.23           | 18.25           | 19.76           |
| Clerk I                    | 12.64 | 13.08          | 13.50          | 13.91          | 14.32           | 15.20           | 16.10           | 18.08           | 19.20           |
| Clerk II                   | 13.20 | 13.52          | 13.85          | 14.29          | 14.74           | 15.71           | 16.72           | 18.56           | 19.76           |
| *Grocery Supervisor        | 15.78 | 16.45          | 17.09          | 17.53          | 17.98           | 18.87           | 19.75           | 21.41           | 22.31           |
| File Maintenance           | 15.78 | 16.45          | 17.09          | 17.53          | 17.98           | 18.87           | 19.75           | 21.41           | 22.31           |
| *Head Cashier              | 15.78 | 16.45          | 17.09          | 17.53          | 17.98           | 18.87           | 19.75           | 21.41           | 22.31           |
| Meat Cutter                | 16.52 | 16.92          | 17.32          | 17.74          | 18.16           | 19.27           | 20.39           | 22.25           | 23.36           |
| * Produce Operator         | 15.78 | 16.45          | 17.09          | 17.53          | 17.98           | 18.87           | 19.75           | 21.41           | 22.31           |
| *Pharmacy <b>Assistant</b> | 16.52 | 16.92          | 17.32          | 17.74          | 18.16           | 19.27           | 20.39           | 22.25           | 23.36           |
| Yard Clerk                 | 13.79 | 14.34          | 14.90          | 15.36          | 15.80           | 16.78           | 17.90           | 19.59           | 20.76           |
| *Yard Supervisor           | 15.78 | 16.45          | 17.09          | 17.53          | 17.98           | 18.87           | 19.75           | 21.41           | 22.31           |
| *Hardware Supervisor       | 15.78 | 16.45          | 17.09          | 17.53          | 17.98           | 18.87           | 19.75           | 21.41           | 22.31           |
| *Lumber Supervisor         | 15.78 | 16.45          | 17.09          | 17.53          | 17.98           | 18.87           | 19.75           | 21.41           | 22.31           |
| Agro Clerk                 | 13.79 | 14.34          | 14.90          | 15.36          | 15.80           | 16.78           | 17.90           | 19.59           | 20.76           |
| Pump Attendant             | 12.64 | 12.87          | 13.11          | 13.32          | 13.50           | 13.92           | 15.09           |                 |                 |
| *Gas Bar Supervisor        | 15.78 | 16.45          | 17.09          | 17.53          | 17.98           | 18.87           | 19.75           | 21.41           | 22.31           |
| Driver Sales Rep           | 19.40 | 20.17          | 20.92          | 21.71          | 22.46           | 23.99           | 25.52           |                 |                 |

\*As designated by Management.

**APPENDIX "A"**

Casual and part-time help shall accumulate seniority for the purpose of applying Appendix "A" only. For the purpose of applying Appendix "A" to casual and part-time help it is agreed that six (6) months is equal to 1040 hours. Rates of pay listed below are hourly rates. Part-time employees shall be paid at the rate listed for the job classification being filled.

**SCHEDULE 3 - EFFECTIVE JULY 24, 2021**

|                            | Start | After<br>3 Mo. | After<br>6 Mo. | After<br>9 Mo. | After<br>12 Mo. | After<br>18 Mo. | After<br>24 Mo. | After<br>30 Mo. | After<br>36 Mo. |
|----------------------------|-------|----------------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Office Clerk               | 12.89 | 13.36          | 13.83          | 14.23          | 14.66           | 15.59           | 16.55           | 18.62           | 20.16           |
| Clerk I                    | 12.89 | 13.34          | 13.77          | 14.19          | 14.61           | 15.50           | 16.42           | 18.44           | 19.58           |
| Clerk II                   | 13.46 | 13.79          | 14.13          | 14.58          | 15.03           | 16.02           | 17.05           | 18.93           | 20.16           |
| *Grocery Supervisor        | 16.10 | 16.78          | 17.43          | 17.88          | 18.34           | 19.25           | 20.15           | 21.84           | 22.76           |
| File Maintenance           | 16.10 | 16.78          | 17.43          | 17.88          | 18.34           | 19.25           | 20.15           | 21.84           | 22.76           |
| *Head Cashier              | 16.10 | 16.78          | 17.43          | 17.88          | 18.34           | 19.25           | 20.15           | 21.84           | 22.76           |
| Meat Cutter                | 16.85 | 17.26          | 17.67          | 18.09          | 18.52           | 19.66           | 20.80           | 22.70           | 23.83           |
| * Produce Operator         | 16.10 | 16.78          | 17.43          | 17.88          | 18.34           | 19.25           | 20.15           | 21.84           | 22.76           |
| *Pharmacy <b>Assistant</b> | 16.85 | 17.26          | 17.67          | 18.09          | 18.52           | 19.66           | 20.80           | 22.70           | 23.83           |
| Yard Clerk                 | 14.07 | 14.63          | 15.20          | 15.67          | 16.12           | 17.12           | 18.26           | 19.98           | 21.18           |
| *Yard Supervisor           | 16.10 | 16.78          | 17.43          | 17.88          | 18.34           | 19.25           | 20.15           | 21.84           | 22.76           |
| *Hardware Supervisor       | 16.10 | 16.78          | 17.43          | 17.88          | 18.34           | 19.25           | 20.15           | 21.84           | 22.76           |
| *Lumber Supervisor         | 16.10 | 16.78          | 17.43          | 17.88          | 18.34           | 19.25           | 20.15           | 21.84           | 22.76           |
| Agro Clerk                 | 14.07 | 14.63          | 15.20          | 15.67          | 16.12           | 17.12           | 18.26           | 19.98           | 21.18           |
| Pump Attendant             | 12.89 | 13.13          | 13.37          | 13.59          | 13.77           | 14.20           | 15.39           |                 |                 |
| *Gas Bar Supervisor        | 16.10 | 16.78          | 17.43          | 17.88          | 18.34           | 19.25           | 20.15           | 21.84           | 22.76           |
| Driver Sales Rep           | 19.79 | 20.57          | 21.34          | 22.14          | 22.91           | 24.47           | 26.03           |                 |                 |

\*As designated by Management.

LETTER OF UNDERSTANDING #1

BETWEEN: Southland Co-operative Ltd.;

AND: Retail, Wholesale and Department Store Union, Local 455.

RE: MANAGEMENT TRAINEES

The parties hereby agree as follows:

1. The hours worked by trainees shall not be used to reduce or change hours of other employees, although this will not include seasonal fluctuation of hours or changes for legitimate business reasons.
2. Management trainees shall exercise line authority over in-scope employees, but shall not have the ability to impose formal discipline (letters of reprimand, suspensions, terminations).

Signed this 18th day of December, 2018.

ON BEHALF OF THE UNION:

*“Tyler Burnay”*

*“Bernie Olynick”*

ON BEHALF OF THE CO-OPERATIVE:

*“Ken Bahuaud”*

*“Sonja Dahlman”*

*“Robin Cristo”*

LETTER OF UNDERSTANDING #2

BETWEEN: Southland Co-operative Ltd.;

AND: Retail, Wholesale and Department Store Union, Local 455.

Re: Meat Cutter Trainee

The parties hereby agree as follows:

1. The wage scale is the same as the current meat cutter scale.
2. This would be a position not less than twenty-four (24) hours up to a maximum of forty (40) hours.
3. Job description same as meat cutter, learning in the meat wrapper area first then progressing in meat cutting skills.
4. This program will be an eighteen (18) month program to be reviewed as to the knowledge and progress at that time. May be extended to twenty-four (24) months upon that review.
5. On the job training to be provided by the Meat Manager and senior meat department staff.
6. FCL Meat Advance Training Program to be used as the guide.

Signed this 18th day of December, 2018.

ON BEHALF OF THE UNION:

*“Tyler Burnay”*

*“Bernie Olynick”*

ON BEHALF OF THE CO-OPERATIVE:

*“Ken Bahuaud”*

*“Sonja Dahlman”*

*“Robin Cristo”*

**LETTER OF UNDERSTANDING #3**

**BETWEEN:** Southland Co-operative Ltd.;

**AND:** Retail, Wholesale and Department Store Union, Local 455.

**Re: Scheduling and Overtime**

The parties hereby agree as follows:

1. A “day” shall be considered as a calendar day and not a twenty-four period in regards to scheduling when overtime is payable.
2. Employees are entitled to a period of eight (8) consecutive hours of rest between shifts, as per the *Saskatchewan Employment Act*.

Signed this 18th day of December, 2018.

**ON BEHALF OF THE UNION:**

*“Tyler Burnay”*

*“Bernie Olynick”*

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

*“Ken Bahuaud”*

*“Sonja Dahlman”*

*“Robin Cristo”*