

# **COLLECTIVE AGREEMENT**

**Between**

**Sysco Regina  
a division of Sysco Canada, Inc.**



**and**

**The Saskatchewan Joint Board, Retail, Wholesale, and  
Department Store Union**



**Expires May 28, 2023**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose for this Agreement is to maintain a harmonious relationship between Sysco Regina, a division of Sysco Canada, Inc. (the “Employer”) and its employees, including the establishment of the hours of work, rates of pay and other conditions of employment; the provision of an amicable method of settling any grievances or differences which may possibly arise; the promotion of the mutual interests of the Employer and its employees and it is recognized to be the responsibility of the Employer, the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union (the “Union”) and the employees to cooperate fully, individually and collectively, for the promotion and maintenance of such purposes.

## **ARTICLE 2 - BARGAINING UNIT**

- 2.01 The bargaining unit is comprised of all employees employed by the Employer in its place of business located in the City of Regina, in the Province of Saskatchewan as contained in Appendix B and C.

In the event that the needs and requirements of the business change and new positions are created, the Employer will meet with the Union to discuss the position(s). The parties are also committed to an exchange of information on individual cases. The parties are committed to dealing with the issue of the nature of the position (in-scope or out-of-scope) in accordance with relevant Saskatchewan Employment Act provisions and with reference to the case decisions by the Saskatchewan Labour Relations Board in the application of those provisions. The parties prefer resolution between the parties and are desirous of minimizing references to the Saskatchewan Labour Relations Board for decision.

## **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agency with respect to wages, hours of work and other working conditions for the employees in the bargaining unit. The Union may have the assistance of the authorized representative of the Union in any or all negotiations between the parties to this Agreement.
- 3.02 The Employer agrees that out-of-scope persons as described in Appendix A of the Collective Agreement shall not do work that is normally done by employees in the Bargaining Unit. It is understood that this will not apply in cases of emergency or for the purpose of instruction.
- 3.03 The Employer agrees to provide a locking file cabinet to the Chief Steward of the Union.

## **ARTICLE 4 - MANAGEMENT**

- 4.01 Subject to all other provisions of this Agreement, the Employer shall have the sole right to manage the business and direct the work of the employees, including the right to hire, promote, demote, suspend, discharge for cause, lay off, assign to jobs or shifts, including transfers from time to time.

## **ARTICLE 5 - NO STRIKE OR LOCKOUT**

- 5.01 There shall be no strike, walkout, slowdown, work stoppage or other cessation of work on the part of the employees or the Union nor any lockout on the part of the Employer, during the term of this Agreement. All grievances or other differences between the Employer, the Union or employee members of the Union covered by this Agreement shall be settled by the method prescribed in Article 6 hereof.

## **ARTICLE 6 - SETTLEMENT OF GRIEVANCES**

- 6.01 Grievances shall be handled during regular working hours and no employee involved shall suffer any loss of pay.
- 6.02 Should any such grievances or differences occur, the aggrieved employee, with or without the Steward or through the Steward acting on his/her behalf, shall take the matter up with the employee's supervisor. If the matter is not settled within two (2) working days; then
- 6.03 Within three (3) working days, the Steward shall present the matter, in writing, to the appropriate Department Manager who shall give a written decision within five (5) working days. If the matter is not settled; then
- 6.04 Within three (3) working days, the Union shall take the grievance up, in writing, with the Department Lead, who shall give a written decision within five (5) working days; then
- 6.05 If the matter is not settled, the Union shall, within one (1) week, without any interruption whatsoever in the operations or the relationship between the parties, refer the question at issue to a Board of Arbitration. All submissions to such Board shall be in writing, setting forth fully all details of the question at issue. The Board of Arbitration shall be composed of one person appointed by the Employer, one person appointed by the Union and a Chairperson to be mutually agreed upon between the respective appointees referred to above. If, within seven (7) days or such longer time as may be agreed upon, after the naming of the respective appointees, the said appointees are unable to agree upon a Chairperson, application shall be made to the Minister of Labour of the Province of Saskatchewan requesting him/her to appoint a Chairperson of the Board of Arbitration. No person shall serve on the Board of Arbitration who is in any way involved in the dispute or who is a civil servant.
- 6.06 The matters and things to be considered and the decision rendered by such Board shall be governed entirely by the provisions of this Agreement. The decision shall be determined by a majority of the members of the Board and such decision shall be final and binding on the parties hereto.
- 6.07 Each party shall pay the expenses of its own appointee and shall share equally the expenses of the Chairperson.
- 6.08 The Employer and the Union may mutually agree to a single Arbitrator rather than a Board consisting of three (3) members. The costs of a single Arbitrator shall be divided equally

between the Employer and the Union.

- 6.09 If an employee feels he/she has been unjustly discharged, suspended or laid off, he/she shall file his/her grievance in Section 6.03 of this clause in writing within seven (7) calendar days after the date of such discharge, suspension or layoff. If the settlement of this grievance results in reinstatement of the employee, he/she shall be reinstated without loss of seniority rights and he/she shall be paid for this period during which he/she has not worked and was without earnings as if he/she had not been suspended, discharged or laid off.
- 6.10 The Shop Steward or, in his/her absence, his/her designated alternate, shall be present when a member of the Bargaining unit:
- (a) is given a reprimand that is to be entered on the employee's personnel file;
  - (b) is suspended or discharged.

#### **ARTICLE 7 - NO DISCRIMINATION**

- 7.01 No employee shall be discriminated against or intimidated by the Employer or the Union because of Union membership or non-union membership or a person's political beliefs, religion, racial origin, colour, creed, sex, sexual orientation, family status, marital status, disability, age, nationality, ancestry, or receipt of social assistance.

#### **ARTICLE 8 - SENIORITY**

- 8.01 Full-time seniority is defined as the length of a full-time employee's service with the Employer. Employees **hired after May 29, 2019** shall have a probationary period of **one thousand and fourteen (1014) hours or twelve (12) months, whichever occurs first**. During such probationary period **employees** may have their services with the Employer terminated with no recourse to the Grievance Procedure
- 8.02 The Employer shall, within thirty (30) days of the signing of this Agreement, post a seniority list of employees in the bargaining unit whose seniority rights have become effective and a copy shall be supplied to the Union. The list shall be revised and updated as required thereafter. Such list shall show the employee's name and seniority date. Where two (2) or more employees are hired with the same seniority date, the tie shall be broken by the most hours worked during the probationary period.
- 8.03 In the event of a reduction of staff and in the rehiring of laid-off employees, seniority shall prevail provided the senior employee has sufficient ability to perform the work involved. A registered letter mailed to his/her last known address shall constitute a recall. A copy shall be delivered to the Union. In the event of a layoff, part-time employees shall be laid off before full-time employees.
- 8.04 Promotions/Vacancies/New Positions
- (a) Promotions, job vacancies and new positions shall be filled on the basis of seniority

and ability. Provided the senior employee has sufficient ability to perform the work involved, he/she shall receive the appointment. It is recognized that full-time seniority has preference over part-time seniority.

- (b) Any vacancies or new positions created within the Bargaining Unit shall be posted on the bulletin board. Employees may, within five (5) days, exclusive of Saturday, Sunday and Paid Holidays (as set out in Article 9), make written application for such vacancies or new positions. The name of the successful applicant shall be posted within two (2) weeks following the close of the posting period. This two (2) week period may be extended by mutual agreement between the Employer and the Union.
  - (c) An employee transferred or promoted to a new position **shall assume his/her new position within twenty-one (21) calendar days and** shall be allowed a reasonable qualifying period not exceeding one (1) calendar month. If, during the one (1) calendar month period, the Employer, after consultation with the Union, decides the employee is unsuited to the new job and cannot adapt himself/herself to the new work, he/she shall revert to his/her former position. Similarly, if, during the one (1) calendar month qualifying period, the employee decides he/she is unsuited to the new job and cannot adapt himself/herself to the new work, he/she may revert to his/her former position. **This clause does not apply to associates who have previously held the new position unless there has been a significant change to this position.**
  - (d) **For any associate who has not been in a warehouse role for greater than two (2) years and is applying to move into a warehouse role, they must complete a physical assessment through the Employers provider prior to being successfully transferred into that role. Both the Employer and Union recognize that there may be a Duty to Accommodate, depending on the results of the assessment. It is agreed that if there are any changes to how the associates are being assessed or a change to the provider performing the assessment, the union will be made aware. If there is a change in the provider, both the Employer and Union are able to give notice of thirty (30) days to nullify this article.**
  - (e) A promoted employee shall, when qualified, receive the applicable wage rate of the position based on his/her length of service with the Employer.
- 8.05 The seniority of an employee shall be considered broken and all rights forfeited when he/she voluntarily leaves the employ of the Employer, is discharged for cause, fails to report back to work when recalled or is laid off for a period in excess of twelve (12) months.
- 8.06 The Employer shall fill temporary higher paying positions on the basis of seniority and ability and pay employees temporarily filling such positions the appropriate increment level based on their length of service with the Employer for his/her full shift, provided he/she performs said work for the majority of his/her shift. Vacancies created due to such temporary transfer will be filled by the Employer.

**ARTICLE 9 - PAID PUBLIC HOLIDAYS**

9.01 Eleven (11) paid Public Holidays will be recognized as follows:

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

for which there shall be no deduction in pay.

9.02 Any other day or part of a day proclaimed as a holiday by Dominion, Provincial or Civic Government and observed by the majority of the wholesale food trade will also be considered a holiday for which there shall be no deduction in pay.

9.03 If a paid public holiday falls on a day other than a regular working day, the Employer will alternate time off with pay in lieu of the holidays during the week in which the holiday falls or the week following.

9.04 In the event of an employee being required to work on a paid public holiday, he/she shall be paid, in addition to his/her regular pay, double his/her regular rate of pay for all hours worked.

9.05 When a paid public holiday falls in an employee's regularly scheduled workweek, the workweek shall be reduced by eight (8) hours or, in the event of two (2) holidays in an employee's regularly scheduled workweek, by sixteen (16) hours and no employee shall suffer a reduction in take-home pay. Employees working in excess of the reduced hours of work for that week shall be paid time and one-half (1 ½) for all such hours worked in excess of the reduced hours.

9.06 Shift premiums and freezer premium will be included for the purpose of paid public holiday pay for those employees regularly receiving such premium. Freezer premium will be paid for all full hours during a pay period spent performing freezer work.

9.07 Part-time employees will be eligible for paid public holiday pay in accordance with the Saskatchewan Employment Act.

**ARTICLE 10 - VACATIONS**

10.01 Each employee shall be entitled to an annual vacation with pay in accordance with the Annual Holidays Act of the Province of Saskatchewan.

10.02 The duration of vacations for service shall be:

<u>Length of Seniority</u>	<u>Length of Vacation</u>
1 year and less than 8 years	3 weeks

8 years and less than 13 years	4 weeks
13 years and less than 18 years	5 weeks
18 years and less than 23 years	6 weeks
23 years and over	7 weeks

for years of full-time service.

- 10.03 Vacation pay shall be calculated to a cut-off date of January 1<sup>st</sup> in the year of vacation. New employees with less than a year of service on the January 1<sup>st</sup> following date of hire will receive a vacation with pay pro-rated on the length of their service at that date.

Vacation shall be based on a calendar year vacation system. New employees with less than a year of service on the December 31<sup>st</sup> following date of hire will receive a vacation with pay pro-rated on the length of their service at that date.

In the transition year, employees will receive their regular vacation entitlement, as per Article 10.02. A reconciliation will occur at termination of employment for employees with a seniority date of March 31, 2012 or prior.

- 10.04 An employee entitled to three (3) weeks of vacation shall be paid the greater of 3/52nds of his/her total earnings or thirty-nine (39) hours at his/her regular rate for each week of vacation.
- 10.05 An employee entitled to four (4) weeks of vacation shall be paid the greater of 1/13th of his/her total earnings or thirty-nine (39) hours at his/her regular rate for each week of vacation.
- 10.06 An employee entitled to five (5) weeks of vacation will be paid the greater of 5/52nds of his/her total earnings or thirty-nine (39) hours at his/her regular rate for each week of vacation.
- 10.07 An employee entitled to six (6) weeks of vacation shall be paid the greater of 3/26ths of his/her total earnings or thirty-nine (39) hours at his/her regular hourly rate for each week of vacation.
- 10.08 An employee entitled to seven (7) weeks of vacation shall be paid the greater of 7/52nds of his/her total earnings or thirty-nine (39) hours at his/her regular rate for each week of vacation.
- 10.09 Having regard to the requirements of the business:
- (a) Employees shall be entitled to three (3) weeks of their annual holiday and may be permitted to take any additional holiday entitlement where this can be conveniently scheduled between **May 1<sup>st</sup>** and **September 30<sup>th</sup>** ; or
  - (b) on other dates within the year of vacation when preferred by the employee and agreed to by the Employer;



(c) senior employees shall have priority in the choice of vacation dates.

10.10 If the employment of an employee is terminated any time during the year, the Employer shall pay him/her all earned but unused vacation pay up to the date of termination. An employee whose employment is terminated within his/her first year of service and who has not received any holiday pay, will be paid 3/52<sup>nds</sup> of his/her total earnings.

10.11 The Employer will provide the current year's outstanding vacation entitlement on each paystub in hours.

### **ARTICLE 11 - UNION SECURITY**

11.01 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 and every new employee whose employment commences hereafter shall, within one (1) week after the commencement of his/her employment, apply for and maintain membership in the Union as a condition of his/her employment.

11.02 The Employer will, upon receipt of authorization in writing, signed by the employee, deduct on the first payday of each month from each employee member of the Union, the Union dues, assessments and initiation fees and shall remit same to the person designated by the Union on or before the 15<sup>th</sup> of each month.

11.03 The Employer shall furnish the Union each month with a written list of:

(a) Name of employees for whom the deductions have been made;

(b) Name of employees who are laid off, discharged or who resign.

11.04 On a weekly basis, the local management will advise the local union, in writing, of the names of those employees hired during that week.

11.05 The Employer agrees to introduce all new employees to the Shop Steward on their shift within one (1) week of the commencement of their employment.

### **ARTICLE 12 - INTERPRETATION**

12.01 It is agreed that whenever the word "employee" or "employees" appear, it shall refer only to any person or persons covered by this Agreement.

### **ARTICLE 13 - HOURS OF WORK**

13.01 The normal workweek for all employees shall consist of thirty-nine (39) hours. For employees working the "day" shift Monday through Friday, Monday through Thursday shall consist of eight (8) hour days with Friday being seven (7). Other shifts shall consist of four (4) shifts of eight (8) hours and one (1) shift of seven (7) hours or three (3) shifts of ten (10) hours and one (1) shift of nine (9) hours. Full-time employees shall be scheduled two (2) consecutive days off each week except during shift change.

13.02 Full-time employees shall have preference to select a preferred shift of work in their classification on the basis of their seniority when:

- (a) their shift (i.e. start time) has changed, or
- (b) a new shift (i.e. start time) is created within their classification, or
- (c) more employees within their classification are required on a specific shift.

In the event less full-time employees within a classification are required on a specific shift, the junior employee shall be the employee so affected. This employee shall, subject to his/her full-time seniority, exercise his/her right to shift preference on another shift.

It is understood that shift preference shall only be exercised for the full workweek.

In the event shift preference is exercised and through the process an employee from a day shift is forced to a night shift, such employee may bump a junior day shift employee in another classification. If such employee, in accordance with Article 8.04 (c), is unsuited to the position, he/she shall revert to his/her original classification, on a shift that he/she has seniority to hold.

In the case of an employee who is bumped out of his/her classification, or whose position is eliminated, he/she shall be entitled to bump a junior employee. If he/she, in accordance with Article 8.04 (c), is unsuited to the position, he/she shall have one more opportunity to bump a less senior employee.

13.03 The Employer reserves the right to schedule the working hours of employees. The schedule shall be posted one (1) week in advance. The schedule posted will show the hours of work for all employees including starting and quitting hours, lunch periods and the employee's periods of rest and days off. The normal working hours of any employee may be changed from time to time to meet the requirements of the business. However, except in the case of emergency, twenty-four (24) hours' notice shall be given prior to any change in shift becoming effective.

13.04 The Employer deprecates the working of overtime but, due to the nature of the Employer's business, unusual and emergency circumstances may arise where overtime work may be necessary. Overtime shall first be offered to the most senior employee on the shift that has the ability to perform the work. When on overtime, an employee gets the first right to perform their job, if necessary, on their shift. The Union and the employees, therefore, agree to cooperate fully with the Employer in such circumstances:

- (a) Overtime shall be performed only after authorization by the Employer.
- (b) No employee shall be compelled to work overtime.
- (c) Overtime shall be paid for all hours worked in excess of eight (8) regularly scheduled hours or seven (7) regularly scheduled hours worked on any one day or thirty-nine (39) regularly scheduled hours worked in any one (1) week and shall be

paid for at the rate of one and one-half (1 ½) times the regular rate of pay for the first three (3) hours and double (2) the regular rate of pay for overtime in excess of three (3) hours worked in each day. An employee will be paid double (2) time for all hours worked on a calendar Sunday provided the Sunday is not a regular scheduled workday for the employee.

- (d) If an employee has left the warehouse after completing the work assignment of the day and is called back for work outside of regular hours, he/she shall be paid the greater of three (3) hours at overtime rates or actual hours worked at overtime rates as provided for above. There shall be no duplication of overtime and statutory holiday pay for the same hours of work. Employees shall be permitted to leave the premises when the work necessitating the callback has been completed.
- (e) The Employer will schedule two (2), fifteen (15) minute rest periods each workday, one (1) in the first half and one (1) in the second half and the Employer will provide a reasonable lunchroom for employees. An employee scheduled for nine (9) or ten (10) hours per day shall be entitled to two (2) twenty (20) minute rest periods each workday.
- (f) Employees who are required to work two (2) hours' overtime after completing a full shift shall be entitled to a fifteen (15) minute rest period with pay. Any employee who is required to work overtime continuously for more than two (2) hours shall be allowed a lunch period of one-half (½) hour on Employer time. Thereafter, for each two (2) hours of overtime worked, employees shall receive a fifteen (15) minute rest period with pay. Should the Employer determine that providing the meal is not practical, it will replace the meal with an allowance of five (\$5.00) dollars.

**13.05 With the exception of Employer requested meetings where a Shop Steward needs to be present, each Shop Steward can spend a maximum of thirty (30) minutes per scheduled shift, inclusive of overtime, supporting Shop Steward related duties. Any time beyond thirty (30) minutes must be approved by the Employer.**

#### **ARTICLE 14 - WAGES AND JOB CLASSIFICATIONS**

- 14.01 The job classifications and rates of wages for employees covered by this Agreement are set out in Appendix "B" and "C" attached hereto and forming part of this Agreement.
- 14.02 All employees working on a shift commencing prior to 6:00 a.m. or terminating after 6:30 p.m. shall receive a \$1.00 per hour premium in addition to his/her regular rate of pay. If working overtime causes an employee to fall into this shift, he/she shall not receive this premium.
- 14.03 A Freezer premium of **one dollar (\$1.00)** will be paid for all full hours during a pay period spent performing freezer work.

## **ARTICLE 15 - GENERAL**

15.01 The Employer will provide a notice board for the purpose of posting notices of interest to the Union, provided, however, that all notices shall be submitted to Management for approval save and except routine notices.

### 15.02 Leaves of Absence

- (a) Three (3) employees at a time may be selected by the Union to attend Labour Conventions or to serve in any capacity on official business of the Union and shall be granted leave without pay and without loss of seniority rights for a period not exceeding three (3) months in total. For collective bargaining, four (4) employees at a time may be selected by the Union. The Union shall endeavor to provide the Employer with at least two (2) weeks written notice of their intent.
- (b) Subject to reasonable notice, one (1) employee may be selected by the Union to serve in a full-time capacity and shall be granted leave of absence without pay and without loss of seniority rights for a period up to one (1) year.
- (c) Subject to having one (1) year of service with the Employer immediately preceding the date of application and subject to reasonable notice, not more than two (2) employees at one time shall be granted leave of absence to attend a full-time educational establishment without loss of seniority rights.
- (d) Employees granted personal leave of absence in excess of one (1) calendar month without pay shall maintain, but not accrue seniority rights unless such leave is related to a verifiable family illness.
- (e) It is agreed that the Employer may limit to four (4) the number of employees on leave of absence at any one time for (b), (c), and (d) above unless otherwise agreed.
- (f) The Employer will grant maternity leave, without pay, not to exceed eighteen (18) weeks, provided the employee has been in the employment of the Employer for at least twenty (20) weeks in the fifty-two (52) weeks before the leave is to begin. The parent taking maternity leave can also take up to thirty-four (34) weeks of parental leave. Such an employee will receive credit for all seniority accumulated prior to such leave upon her return to the service of the Employer. Seniority of a full-time employee shall continue to accumulate during such leave provided the employee returns to the service of the Employer. The employee will provide medical evidence, satisfactory to the Employer, before returning to the service of the Employer, should this be so requested.
- (g) Employees shall be granted up to eighteen (18) weeks' unpaid adoption leave from the day the child is legally adopted provided the employee:
  - has been in the employment of the Employer for at least twenty (20) weeks in the fifty-two (52) weeks before the leave is to begin; and

- submits to the Employer a written application for leave a reasonable time period prior to the date of his/her adoption of the child.

The parent taking adoption leave can also take up to thirty-four (34) weeks of parental leave. Upon return from said leave, the employee shall be returned to his/her previously held position provided the employee has sufficient seniority in the event of a layoff.

- (h) Employees who are parents of new children and who do not take maternity or adoption leave will be granted up to thirty-seven (37) weeks' unpaid parental leave provided the employee:

- has been in the employment of the Employer for at least twenty (20) weeks in the fifty-two (52) weeks before the leave is to begin; and
- submits to the Employer a written application for leave a reasonable period prior to the date he intends to commence the leave.

Upon return from said leave, the employee shall be returned to his/her previously held position provided the employee has sufficient seniority in the event of a layoff.

- (i) A full-time employee will be granted time off from work with pay to a maximum of five (5) consecutive scheduled workdays, the length of such leave to be determined by the Employer, **in the event of the death** of a spouse, parent, child, brother, sister, step-parent, step-child, or step-sibling.

A full-time employee will be granted time off from work with pay to a maximum of three (3) consecutive scheduled workdays, the length of such leave to be determined by the Employer, **in the event of the death** of a mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren or any relative living in the household of the employee. A full-time employee attending the out-of-province funeral of one of the relatives listed above shall be granted time off from work with pay up to a maximum of four (4) consecutive scheduled workdays. Employees required to attend funerals as active pallbearers shall be granted leave of absence with pay for up to one (1) day.

15.03 The Employer, Union and employees recognize the importance of maintaining a safe work environment and as such, the employees and/or the Union should advance safety concerns or suggestions through the Occupational Health and Safety Committee. This is not intended, however, to preclude an employee or the Union from advancing such concerns or suggestions directly to the Employer. The Employer shall provide a First Aid Kit and the employees shall make use of such kit and take reasonable care of it. As a safety measure, at no time shall there be less than two (2) persons in the warehouse part of the building.

15.04 The Employer will provide safety equipment it deems necessary. As safety footwear is a requirement, employees with more than four (4) months' full-time seniority shall be

eligible to purchase Employer approved footwear from an Employer approved vendor in an amount not to exceed one hundred and **seventy-five** dollars (**\$175.00**). Any costs in excess of this amount shall be paid by the employee. This benefit shall be available not more than once per year.

- 15.05 The Employer agrees to abide by the provisions of the Saskatchewan Employment Act and any subsequent amendments.
- 15.06 Except for just cause, other than shortage of work, the Employer shall not discharge or layoff an employee who has been in its service for at least three (3) continuous months without giving that employee notice or payment in lieu of notice as follows:
- (a) one (1) week's written notice if his/her period of employment is less than one (1) year;
  - (b) two (2) weeks' written notice if his/her period of employment is less than three (3) years;
  - (c) four (4) weeks' written notice if his/her period of employment is less than five (5) years;
  - (d) six (6) weeks' written notice if his/her period of employment is less than ten (10) years;
  - (e) eight (8) weeks' written notice if his/her period of employment is ten (10) years or more.
- 15.07 The Employer shall deposit the employee's pay into the employee's bank account and will supply each employee with a notification of deposit showing earnings and deductions.
- 15.08 For employees working in freezer areas, the Employer shall supply suitable freezer clothing, including snowmobile boots, snowmobile suits and gloves or mitts. Employees shall assume responsibility for the reasonable care of equipment provided.
- 15.09 An employee who is absent from work due to sickness and has had no illness occurrences in which the employee has missed work during the previous six (6) months prior to the illness shall, commencing on the first day of said illness, be compensated, an amount equal to his/her regular rate of pay for the first four (4) weeks of any sickness and 75% of his/her regular rate of pay for the next eleven (11) weeks of sickness.

In the event that an employee has had no more than one (1) occurrence of illness in which he/she has missed work during the previous six (6) months prior to the illness shall, commencing after eight (8) consecutive regularly scheduled hours of said illness, be compensated an amount equal to his/her regular rate of pay for the first four (4) weeks of any sickness and 75% of his/her regular rate of pay for the next eleven (11) weeks of sickness.

In the event that an employee has had more than one (1) occurrence of illness in which

he/she has missed work during the previous six (6) months shall, commencing after twenty-four (24) consecutive regularly scheduled hours of said illness, be compensated an amount equal to his/her regular rate of pay for the first four (4) weeks of any sickness and 75% of his/her regular rate of pay for the next eleven (11) weeks of sickness.

After the third (3rd) consecutive **full** day of any absence, the employee will be required to provide information substantiating the illness that is satisfactory to the Employer. This may include the use of a third party adjudicator. **The Employer shall reimburse the full cost of any required medical documentation on the employee's next payroll deposit.**

- 15.10 When an employee is injured in a non-occupational accident or becomes sick while on vacation, he/she can become eligible for sick pay benefits provided:
- (a) he/she deposits with the Employer the vacation pay for the unexpired portion of his/her vacation;
  - (b) he/she furnishes a certificate of medical attendance satisfactory to the Employer;
  - (c) he/she takes the remainder of his/her vacation at a time granted later in the same vacation year.
- 15.11 Medical Benefit: The Employer will continue to pay 50% of the previous medical hospital premium.
- 15.12 Full-time employees terminated due to the closing of a warehouse or department, shall, if they have been employed for one (1) consecutive year or more, be paid **two (2)** week's severance pay at the regular rate for each year of service up to a maximum of **thirty-six (36)** weeks' severance pay. An employee who loses his/her job due to a department or plant closure will have the option of taking severance pay or taking a job in another of the Employer's warehouses, with no loss in his/her rate of pay.
- 15.13 Jury Pay: Regular full-time employees summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for Jury services and the amount they would have earned for scheduled hours had they worked on such days. This does not apply if the employee is excused from Jury Duty for the rest of that day or days and fails to report back to work or if Jury Duty occurs on the employee's scheduled day off.
- 15.14 An employee required to temporarily fill in an out-of-scope position shall receive not less than seven (\$7.00) dollars per day in addition to his/her regular rate of pay plus overtime earned in accordance with the Agreement. If supervisory duties are not involved, the premium shall be five (\$5.00) dollars per day. The foregoing rates and conditions shall apply to any employee who has performed such out-of-scope duties for the total hours of the shift day.
- 15.15 Jurisdiction: In the event the Employer's facility currently located at 266 Dewdney Avenue East, Regina, were to relocate its current operation within the Province of Saskatchewan, the Union will continue to be the exclusive representative of the employees covered by this

Agreement.

## **ARTICLE 16 - PART-TIME EMPLOYEES**

16.01 The Employer may employ up to twelve (12) part-time employees in the warehouse and three (3) part-time employees in the office under the following conditions:

- (a) To supplement the regular workforce, to provide additional help on an incidental basis and to cover peak work periods.
- (b) A part-time employee will not displace a full-time employee. A number of part-time employees will not be hired over the course of the four (4) or five (5) day workweek for the purpose of not hiring a full-time employee.

16.02 A part-time employee shall:

- (a) Accrue part-time seniority in accordance with actual hours worked.
- (b) Have his/her name appear on a part-time seniority list.
- (c) Be entitled to the following benefits:
  - Vacation pay, or vacation to be taken at a mutually agreeable time outside of peak vacation periods;
  - Dental and Pension benefits in accordance with the R.W.D.S.U. Trusteed Plans;
  - Shift Premium;
  - Life Insurance of \$5,000.00 (effective January 1<sup>st</sup>, following the completion of one (1) year of service);
  - As of May 29<sup>th</sup> of each year, an employee who worked between five hundred and one (501) hours and one thousand (1000) hours in the previous 12 months shall be entitled to eight (8) hours of sick pay during the next 12 months. As of May 29<sup>th</sup> of each year, an employee who has worked **between** one thousand (1000) hours **and fifteen-hundred and sixty (1560)** hours in the previous 12 months shall be entitled to sixteen (16) hours of sick pay during the next 12 months. **As of May 29<sup>th</sup> of each year, an employee who has worked fifteen-hundred and sixty (1560) hours or more in the previous 12 months shall be paid in accordance with Article 15.09.** Such sick pay is non-cumulative from year to year;
  - The footwear allowance contained in Section 15.04 shall be applied to employees every two thousand (2000) hours;
  - Be guaranteed a minimum of four (4) hours' pay per call-in;



- **Leave of absence in accordance with 15.02(i) after one (1) year of service with the Employer.**

16.03 Part-time employees will be classified as either Warehouse Persons or Clerks (for pay purposes only).

16.04 Part-time employees shall be given the first opportunity to qualify as regular full-time employees and, if selected, placed on the full-time seniority list from that date.

16.05 Part-time employees may, based on their part-time seniority and ability, temporarily assume the functions of full-time employees. For known absences in excess of two (2) consecutive weeks, a part-time employee shall be moved to full-time status for the duration of such absence and shall revert to part-time status upon the return of the full-time employee. A part-time employee covering for an absent full-time employee shall not be included in the count of twelve (12) or two (2) part-time employees referred to above. Unless a part-time employee is working the normal full workweek to cover for the absent full-time employee, he/she shall be subject to the overtime provisions of this Collective Agreement when:

- he/she works in excess of eight (8) hours in a day;
- he/she works in excess of thirty-nine (39) hours in the normal workweek;
- he/she works more than five (5) days in the normal workweek.

16.06 The scheduling or calling in of part-time employees shall be on the basis of part-time seniority and has sufficient ability to perform the work required.

16.07 A part-time employee who has worked the normal workweek for nine (9) consecutive weeks shall be deemed to have created a full-time position which shall be filled in accordance with Article 8.04 of this Collective Agreement. This shall not apply to part-time employees covering for vacations taken by full-time employees.

#### **ARTICLE 17 - R.W.D.S.U. PENSION PLAN**

17.01 Contributions for service shall be one dollar and eighty cents (\$1.80) on all hours worked or paid to a maximum of thirty-nine (39) hours per week. The Employer agrees to fully co-operate with a payroll deduction for increased employee contributions to the R.W.D.S.U. Pension Plan effective May 28, 2006 and upon notification in writing by the individual employee.

#### **ARTICLE 18 - R.W.D.S.U. DENTAL PLAN**

18.01 Effective **the first full pay period after May 28, 2019**, the Employer will make payment of **forty (\$.40) cents and forty-two (\$.42) cents beginning the first full pay period after May 28, 2022**, per worked or paid hour (but not exceeding thirty-nine (39) hours in a week) on behalf of all employees, directly to the Saskatchewan Retail, Wholesale and Department Store Union Employees Trusteed Dental Plan.

18.02 The contributions will be forwarded to the Trusteed Fund in the manner consistent with the practice presently in effect.

### **ARTICLE 19 - OPTICAL PLAN**

19.01 The Employer shall provide their Optical Plan that covers eligible employees and their dependents for one hundred and fifty (\$150.00) dollars every twenty-four (24) months for the cost of prescription optics and eye examinations. Eligibility for such benefit begins on the first day of the month following six (6) months of full-time service. Dependents are defined as the eligible employee's spouse and unmarried dependent children under 21, or under 25 and attending an accredited educational institution full-time, or over 21 and incapable of self-sustaining employment because of a mental or physical disability that started in childhood. A spouse is a person legally married to you, or who has lived with you in a common-law relationship for at least one year.

### **ARTICLE 20 - EXTENDED HEALTH PLAN**

20.01 The Employer shall contribute a maximum of **forty eight dollars and ninety-five cents (\$48.95)** per month for current full-time employees towards the Employer-sponsored Extended Health Plan (EHP). Enrollment and benefits shall be as per the provisions of the Employer-sponsored plan. Current employees will be eligible for enrollment as of July 1, 2006.

20.02 For new full-time employees, eligibility for the benefit begins on the first day of the month following six (6) months of full-time service. **The Employer agrees to contact the employee a minimum two (2) weeks prior to eligibility and provide him/her with a copy of the Extended Health Plan.**

### **ARTICLE 21 - GROUP INSURANCE PLAN**

21.01 Following the completion of one (1) year of service, the Employer shall, effective January 1<sup>st</sup> of the next calendar year, provide Life Insurance equal to the earnings class for each full-time employee. Earnings class is defined as 2028 times the regular hourly rate of the employee as of January 1<sup>st</sup> of each year. The Accidental Death and Dismemberment Benefit shall be increased accordingly.

### **ARTICLE 22 - LONG TERM DISABILITY PLAN**

22.01 The Employer will arrange to provide a Long Term Disability Plan which will include the following provisions:

22.02 Full-time employees actively working at work on the effective date are eligible for the Plan on attainment of one (1) year's seniority. Employees absent from work on the date they would otherwise have been eligible must return to work and satisfactorily complete two (2) months' full-time work to be eligible.

22.03 Long Term Disability benefits will be payable where an employee is unable to perform any employment for remuneration or profit solely by reason of total disability through sickness

or accident. The sole determination of cases qualifying for benefits will be made by a third party health management Employer based upon continuing medical evidence of such disability as it considers satisfactory.

- 22.04 The amount of benefit will be 60% of base wage at time of disability to a maximum of \$1,000.00 per month (effective October 1, 1998, \$1,500.00 per month for any new claimant) less any benefit for which the employee is eligible under the Canada Pension Plan Primary disability Benefit, Workers' Compensation or other government sponsored plan, excluding any pre-existing disability benefit. The employee will be presumed eligible for such government benefits until satisfactory evidence is presented that his/her application for them has been denied.
- 22.05 The benefit will commence after the employee has been absent due to the disability for one year or after his/her sick pay entitlement has expired, whichever is earlier, and will be payable until recovery, actual retirement date, normal retirement date or death, whichever comes first.
- 22.06 Should an employee return to work after collecting Long Term Disability benefits and subsequently again cease work as a result of the same or a related disability, the benefit will recommence without a waiting period provided the disability recurred within a year of the employee's return to work, otherwise, the employee will be subject to the normal waiting period before the benefit commences.
- 22.07 Where an employee returns to work under an approved rehabilitation program of up to twenty-four (24) months, the benefit will be reduced by fifty (50%) percent of any earnings, provided the total gross income from all services does not exceed ninety (90%) percent of the pre-disability normal gross wages.
- 22.08 No benefit will be paid for intentionally self-inflicted injuries or for disabilities arising from a declared or undeclared act of war, participation in a riot or insurrection, employment with another employer or commission of a felony.

**ARTICLE 23- DURATION OF AGREEMENT**

23.01 The provisions of this Agreement shall be effective from May 29, 2019 and shall remain in force until May 28, 2023 and thereafter from year to year, provided, however, either party may, not less than sixty (60) days or more than one hundred twenty (120) days before the expiry date of such Agreement, give notice in writing to the other party to terminate such Agreement or to negotiate a revision thereof. The party proposing amendments shall submit such amendments in writing to the other party.

**SIGNED** this 27<sup>th</sup> day of May, 2019.

The Saskatchewan Joint Board Retail,  
Wholesale, and Department Store Union

Sysco Regina, a division of Sysco  
Canada, Inc.

“Kyle Istace”  
“Blair Estey”  
“Cecile Caron”  
“Jordan Pierre”  
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“Jason Welter”  
“Danny Waldman”  
“Kathy Randall”  
“Kim Doherty”  
“Matt Nimik”

**APPENDIX A**  
**Scope of Work**

In accordance with Article 2, the Union and Employer understand and agree as follows with respect to the scope of the bargaining unit and certain provision concerning seniority, job vacancies, and postings:

1. Without prejudice to the Employer's stated position that it has the sole right to determine the qualifications and competencies required for all positions as per Article 8.04, the Union and the Employer specifically agree that the Employer is the sole judge of qualifications and competencies required for the positions contained in Appendix C. The Employer agrees that the qualifications and competencies of the positions shall not be established in an unreasonable manner. Without prejudice to the Employer's stated position that it has the sole right to determine the qualifications and competencies required for all positions as per Article 8.04. The Union and the Employer specifically agree that the Employer is the sole judge of qualifications and competencies required for the positions contained in Appendix C. The Employer agrees that the qualifications and competencies of the positions shall not be established in an unreasonable manner. **In evaluating the qualifications and competencies, the employer shall do so in a way that is bona fide, fair, reasonable, non-arbitrary and non-discriminatory. The Employer shall not act in a manner such as to circumvent the legitimate role of seniority when developing and applying the above criteria.**
2. The positions identified in Appendix C herein will be specifically denoted as knowledge, skill and ability positions (individually referred to as a "KSA Position") that will be filled based on required qualifications and the applicant's ability as demonstrated in current or previous positions with the Employer or another employer. The most senior applicant **who meets the minimum qualifications shall** receive the KSA Position. Nothing in this article prevents the Employer from filling a KSA Position with a non-bargaining unit employee if no in-scope employee has the knowledge, skill and ability required of the applicable KSA Position. A resume and application are required for a KSA Position.
3. **Prior to the commencement of the KSA interview process, the Union shall be provided a list, in order of seniority, of all bargaining unit applicants. It is agreed that a Union Steward shall be present, as an observer only, for all bargaining unit interviews should they be available. Upon the completion of the evaluation process, the Employer agrees to provide the Union with a copy of the skills and aptitude test results for each bargaining unit applicant.**
4. The positions contained in Appendix B will be specifically denoted as seniority positions (individually referred to as an "S Position") and will be filled based in first instance on seniority and second, on required qualifications: Nothing in this article prevents the Employer from filling an S Position with a non-bargaining unit employee if no in-scope employee has the required qualifications for the applicable S Position.
5. The Union and the Employer agree that the following positions are out-of-scope positions

**General**

President  
Executive Assistant  
Revenue Management Business Partner

**Local Sales**

VP Local Sales  
Director of Sales  
District Sales Manager  
Director Business Resources  
Business Resources Consultant  
Culinary Specialist/Chef  
Specialist (Product/Business Resources)  
Marketing Manager  
Regional Sales Manager-Key Accounts  
Key Account Representative  
Business Development Manager  
Sales & Marketing Assistant

**Finance**

CFO & VP Finance  
Administrative Assistant  
Finance Analyst  
Controller  
Accountant  
Pricing Coordinator  
Director, Local Credit  
Inventory Control Manager

**Human Resources**

VP Human Resources  
Human Resources Manager  
Human Resources Generalist

**Environmental Health & Safety**

Director of Environmental Health & Safety

**Food Safety**

Food Safety Program Manager

**National Sales**

VP of National Sales  
National Sales Manager  
Account Executive  
Healthcare Sales Manager  
Account Executive Healthcare  
Contracts & Bids Coordinator

**Merchandising**

VP Merchandising  
Product Support Advisor  
COP Planner/Advisor  
Logistics Coordinator  
Director of Merchandising  
Produce Manager

**Operations**

VP of Operations  
Ops System Analyst  
Director of Operations  
Transportation Manager  
Transportation Supervisor  
Outbound (Night) Warehouse Manager  
Outbound (Night) Warehouse Supervisor  
Inbound Warehouse Manager  
Inbound (Day) Warehouse Supervisor  
Operations Trainer  
Fleet & Facility Manager

6. The Employer and the Union agree that the out-of-scope positions identified in #5 herein will not be sought as bargaining unit positions by the Union at any time by application to the Labour Relations Board.

**APPENDIX B**  
**Non-KSA Positions Wage Schedule**

Wage rates within this Appendix are minimum pay rates and no employee shall suffer a reduction as a result of the ratification of this Collective Agreement.

Outbound Loader	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$18.35	\$18.78	\$19.22	\$19.70
After 3 Months	\$28.05	\$28.71	\$29.39	\$30.12

Inbound Receiver	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$18.35	\$18.78	\$19.22	\$19.70
After 3 Months	\$28.05	\$28.71	\$29.39	\$30.12

Frozen Food Person	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$18.45	\$18.88	\$19.33	\$19.81
After 3 Months	\$28.05	\$28.71	\$29.39	\$30.12

Assistant Frozen Food Person	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$18.35	\$18.78	\$19.22	\$19.70
After 3 Months	\$20.16	\$20.65	\$21.12	\$21.65
After 6 Months	\$27.80	\$28.45	\$29.12	\$29.85

Warehouse Person	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$17.24	\$17.65	\$18.06	\$18.51
After 2,028 hours	\$18.27	\$18.69	\$19.13	\$19.61
After 4,056 hours	\$22.28	\$22.81	\$23.34	\$23.93
After 6,084 hours	\$27.54	\$28.19	\$28.85	\$29.57

Outbound Night Operations Clerk	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$27.03	\$27.66	\$28.31	\$29.02

Cycle Counter	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$27.03	\$27.66	\$28.31	\$29.02

Router	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$18.39	\$18.82	\$19.26	\$19.74
After 6 Months	\$22.82	\$23.35	\$23.90	\$24.50
After 12 Months	\$27.54	\$28.19	\$28.85	\$29.57

Sanitation Technician	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$15.43	\$15.79	\$16.16	\$16.56
After 2,028 hours	\$19.39	\$19.85	\$20.32	\$20.82
After 4,056 hours	\$24.70	\$25.28	\$25.88	\$26.52

Where an employee averages twenty (20) hours or more per week operating a forklift truck, the following schedule shall apply. For the purpose of application of this classification, a “forklift truck” will be considered to be the “rider” type.

Forklift Operator	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$18.30	\$18.73	\$19.17	\$19.65
After 3 Months	\$20.11	\$20.58	\$21.07	\$21.59
After 6 Months	\$27.80	\$28.45	\$29.12	\$29.85

Inbound Scheduler	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$18.42	\$18.85	\$19.30	\$19.78
After 12 Months	\$21.87	\$22.39	\$22.91	\$23.49
After 24 Months	\$26.65	\$27.28	\$27.92	\$28.62

QC Inspector	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$18.30	\$18.73	\$19.17	\$19.65
After 3 Months	\$20.11	\$20.58	\$21.07	\$21.59
After 6 Months	\$27.80	\$28.45	\$29.12	\$29.85

Any employee who is designated to fill temporarily a classification paying a higher rate shall receive the higher rate for such classification, retroactive to the first day he/she is employed but, if an employee is required to fill temporarily a classification paying a lower rate of pay, he/she shall not have his/her rate reduced.

Lead Hand – a Lead Hand will receive fifty cents (\$0.50) per hour over the highest classified employee he/she supervises or fifty cents (\$0.50) per hour over his/her rate if he/she is the highest classified employee.

An employee who is in the above progressions and who is successful in filling a job vacancy or new position shall be paid the next highest rate of the applicable wage progression and proceed thereafter on the applicable wage progression.

Employees who are in between wage levels based on this matrix will be moved to the next progression level of the position’s pay grade.

Employees who are being paid higher than the top wage rate for their pay grade will be red-circled up until the time the top rate exceeds their current level of pay.



**APPENDIX C**  
**KSA Positions Wage Schedule**

Wage rates within this Appendix are minimum pay rates and no employee shall suffer a reduction as a result of the ratification of this Collective Agreement. Employees who are receiving rates in excess of those listed here shall receive the increases contained in the Wage Schedules. These wage rates shall be applied based on an employee's overall seniority.

Reception	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$18.66	\$19.09	\$19.54	\$20.03
After 12 Months	\$20.08	\$20.55	\$21.03	\$21.56
After 24 Months	\$21.49	\$22.00	\$22.52	\$23.08
After 36 Months	\$22.91	\$23.45	\$24.00	\$24.60

Credit Associate 1	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$23.55	\$24.11	\$24.67	\$25.29
After 12 Months	\$24.99	\$25.58	\$26.18	\$26.83
After 24 Months	\$27.05	\$27.69	\$28.34	\$29.04

Category Planner 1/Credit Associate 2	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$25.73	\$26.33	\$26.95	\$27.62
After 12 Months	\$26.87	\$27.50	\$28.14	\$28.85
After 24 Months	\$28.21	\$28.87	\$29.55	\$30.29

Category Planner 2	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$28.45	\$29.12	\$29.81	\$30.55
After 12 Months	\$29.37	\$30.06	\$30.76	\$31.53

Maintenance Technician 1	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$26.80	\$27.43	\$28.08	\$28.78
After 12 Months	\$28.39	\$29.06	\$29.74	\$30.49

Maintenance Technician 2	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$27.78	\$28.43	\$29.10	\$29.83
After 12 Months	\$29.32	\$30.00	\$30.71	\$31.48
After 24 Months	\$30.85	\$31.58	\$32.32	\$33.13

Slotting Coordinator/Driver Check in	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$27.99	\$28.65	\$29.32	\$30.06

IC Lead	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$28.96	\$29.64	\$30.33	\$31.09

\* The IC Lead shall be paid the rate in his pay scale that is above the rate of the highest paid employee that he supervises.

Accounts Payable Clerk	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$22.65	\$23.18	\$23.73	\$24.32
After 12 Months	\$24.00	\$24.56	\$25.14	\$25.76
After 24 Months	\$25.32	\$25.91	\$26.52	\$27.18
After 36 Months	\$26.65	\$27.28	\$27.92	\$28.62

Merchandising Coordinator	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$21.96	\$22.47	\$23.00	\$23.57
After 12 Months	\$23.69	\$24.24	\$24.81	\$25.43
After 24 Months	\$25.89	\$26.50	\$27.12	\$27.80

Transportation Clerk	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$18.42	\$18.85	\$19.30	\$19.78
After 12 Months	\$21.87	\$22.39	\$22.91	\$23.49
After 24 Months	\$26.65	\$27.28	\$27.92	\$28.62

Customer Service Reps	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$18.42	\$18.85	\$19.30	\$19.78
After 12 Months	\$20.73	\$21.21	\$21.71	\$22.25
After 24 Months	\$23.02	\$22.56	\$24.12	\$24.72
After 36 Months	\$26.65	\$27.28	\$27.92	\$28.62

A/R Clerk, Imaging Clerk, Sales Admin Clerk	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$18.42	\$18.85	\$19.30	\$19.78
After 2,028 hours	\$21.87	\$22.39	\$22.91	\$23.49
After 4,056 hours	\$26.65	\$27.28	\$27.92	\$28.62

Shunter	05/26/19	05/24/20	05/23/21	05/22/22
Start	\$26.41	\$27.03	\$27.67	\$28.36
After 3 Months	\$27.80	\$28.45	\$29.12	\$29.85

**LETTER OF UNDERSTANDING**  
**Workforce Adjustment**

In the event that the Employer plans technological change, reorganization, department and/or warehouse closure, partial department and/or warehouse closure, a change in methods or facilities, or consolidation of services or functions, resulting in the elimination of 5% of the full-time positions in the bargaining unit, the Employer shall give the Union a minimum of ninety (90) days written notice and the Employer and the Union shall, in good faith, attempt to conclude a Workforce Adjustment Plan.

Such Plan may include:

- (a) Consideration of alternatives to the proposed technological change, including amendment of provisions in the collective agreement;
- (b) Human resource planning and employee counseling and retraining;
- (c) Layoff options;
- (d) Notice of termination;
- (e) Severance pay;
- (f) Entitlement to pension and other benefits, including early retirement benefits.

**SIGNED** this 27<sup>th</sup> day of May, 2019.

The Saskatchewan Joint Board Retail,  
Wholesale, and Department Store Union

Sysco Regina, a division of Sysco  
Canada, Inc.

“Kyle Istace”  
“Blair Estey”  
“Cecile Caron”  
“Jordan Pierre”  
“Cory Jorgenson”

“Jason Welter”  
“Danny Waldman”  
“Kathy Randall”  
“Kim Doherty”  
“Matt Nimik”

**LETTER OF UNDERSTANDING**

**Agency**

This is to confirm that Sysco Regina, subject to Article 3.02, shall not engage an outside agency to perform any work that is normally performed by bargaining unit employees for the duration of the collective agreement period.

**SIGNED** this 27<sup>th</sup> day of May, 2019.

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**LETTER OF UNDERSTANDING**  
**Shift Premiums Red-Circles**

During the 2015-2019 negotiations the shift premium language contained in the 2015-2019 Collective Agreement at Section 14.02 had been modified. This Letter of Understanding shall apply only to those employees listed here.

Randy Ell, whose current shift is 5:30am – 2:00pm

Joe West, whose current shift is 6am – 2:30pm

Derrick Kish, whose current shift is 6am – 4:30pm

These employees shall continue to receive the premiums indicated in Section 14.02 for as long as they remain in those shifts. This Letter of Understanding shall expire once all the listed have left the shifts contained herein.

**SIGNED** this 27<sup>th</sup> day of May, 2019.

The Saskatchewan Joint Board Retail,  
Wholesale, and Department Store Union

Sysco Regina, a division of Sysco  
Canada, Inc.

“Kyle Istace”

“Blair Estey”

“Cecile Caron”

“Jordan Pierre”

“Cory Jorgenson”

“Jason Welter”

“Danny Waldman”

“Kathy Randall”

“Kim Doherty”

“Matt Nimik”

**LETTER OF UNDERSTANDING**  
**Vacation Scheduling**

It is hereby agreed between the Parties that employees in Regina who have not taken their vacation entitlement by March 31<sup>st</sup> in any calendar year shall have such vacation pay entitlement paid on the payroll subsequent to March 31<sup>st</sup>.

It is understood and agreed that all employees shall schedule their vacation entitlement in each vacation year and both the employee and Company shall make their best efforts to see that such vacation entitlement is taken when scheduled. However, such vacation cannot be carried over to another vacation year.

This Letter of Understanding is not entered into with the intention of having either the Company or the employee postpone scheduled vacations for the purpose of paying the employee his/her vacation pay entitlement rather than taking their vacation entitlement.

**\*\* Effective January 1, 2013, the Company will move to a calendar year vacation system and March 31<sup>st</sup> above shall be amended to December 31<sup>st</sup>. . It is agreed that with the change to a calendar year, the following employees shall progress in accordance with 10.02 per the below chart:**

	Seniority	4 Weeks	5 Weeks	6 Weeks	7 Weeks
Melanie Grass	3/10/1997			1/1/2015	1/1/2020
Kelly Ulsifer	3/26/2000		1/1/2013	1/1/2018	1/1/2023
Kyle Istace	2/18/2001		1/1/2014	1/1/2019	1/1/2024
Derrick Kish	3/18/2001		1/1/2014	1/1/2019	1/1/2024
Jeff Gettis	3/23/2003		1/1/2016	1/1/2021	1/1/2026
Trent Kelemen	1/3/2004		1/1/2017	1/1/2022	1/1/2027
Cecile Caron	3/14/2005		1/1/2018	1/1/2023	1/1/2028
Albert Christopher	3/12/2006		1/1/2019	1/1/2024	1/1/2029
Chris Jahnke	1/23/2009	1/1/2017	1/1/2022	1/1/2027	1/1/2032
David Hine	1/24/2009	1/1/2017	1/1/2022	1/1/2027	1/1/2032
Jarred Pilsner	1/29/2009	1/1/2017	1/1/2022	1/1/2027	1/1/2032

**SIGNED** this 27<sup>th</sup> day of May, 2019.

The Saskatchewan Joint Board Retail,  
Wholesale, and Department Store Union

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## LETTER OF UNDERSTANDING

### Shunter

It is hereby agreed between the parties that the following shall apply with regard to the Shunter position(s):

1. Effective January 1, 2017, this position will be in-scope of the bargaining unit.
2. A Class 1A driver's license is required for any individual performing the duties of this position. No external applicants will be hired or considered for this position unless they have their Class 1A driver's license.
3. Sysco associates must have their Class 1A driver's license in order to provide coverage or move into a vacant Shunter position.
4. If an associate applies for a vacant Shunter position and does not currently possess a Class 1A driver's license the following will apply:
  - a. The associate will not move into the position until he successfully obtains his Class 1A driver's license .
  - b. All pre-requisites (physical, initial testing, etc.) must be completed on his own and within a reasonable time frame.
  - c. Upon successful completion of all pre-requisites, Sysco will pay for the Class 1A training. The associate will be required to sign a promissory note regarding reimbursement if the associate fails to successfully complete the training or if the associate leaves this position in less than six months following completion of the training.
  - d. If the associate is unsuccessful in obtaining the Class 1A license he will be given a second opportunity to obtain the license at his own cost. If he is unsuccessful on his second attempt, he will no longer be considered for the position and will be required to reimburse Sysco for full training costs.
  - e. Sysco will not provide paid time for this training. However, the associate will be able to use vacation or work an alternate shift to accommodate the training.
5. Associates wishing to obtain their Class 1A license where a vacancy does not exist will be provided support through the Sysco Tuition Reimbursement Policy.
6. The Union agrees that coverage for this position can be provided by an Independent Cartage Agent or an individual out-of-scope if no other unionized associate who has their Class 1A is available. The Employer agrees to consult with the Union to determine availability.

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**LETTER OF UNDERSTANDING**

**Video Cameras**

It is hereby agreed between the parties that the following shall apply with regard to the installation and usage of video cameras:

Video cameras have been installed for the business purpose of security and protection of the employer's property and its employees.

Prior to the installation of any additional cameras, repositioning or relocation of any existing cameras, Sysco Regina will advise the Union.

At no time will the video cameras be utilized for the purpose of monitoring routine employee activity including performance, discipline for inadequate performance, or to influence performance reviews.

Only the Director of Operations, the Human Resources Manager, and the President will have access to view video camera footage.

**SIGNED** this 27<sup>th</sup> day of May, 2019.

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**LETTER OF UNDERSTANDING**  
**Regional Job Sharing**

1. Duties performed by Sysco Regina Associates outside of the Regina location does not transfer the bargaining rights to RWDSU. Scenarios where this could occur are:
  - a. Vacation Coverage
  - b. Sick Coverage
  - c. Portfolio Sharing/Coverage
  - d. No Associate in role at other location
2. Duties that are currently classified as unionized work in Sysco Regina, and is completed by associates outside of Sysco Regina, could occur under the following scenario's
  - a. Vacation Coverage
  - b. Sick Coverage
  - c. Portfolio Sharing/Coverage
  - d. No Associate in role under Sysco Regina Collective Agreement due to a vacancy for a time period in accordance with 8.04 (c)
3. The Employer is committed to first attempting to provide coverage within the affected location prior to exercising 1 or 2 herein.
4. Positions included in this LOU are: Category Planner, Merchandising Clerk, Router, Reception, Credit Associate, Inbound Scheduler, AR Clerk, Transportation Clerk, Sales Admin Clerk and CSR's.
5. Sysco Regina unionized associates listed in #4 shall continue to select their vacation in accordance to the collective agreement and past practice. They will not compete for vacation dates with associates outside of Regina.
6. The parties agree to meet at the Joint Labour Management meeting in December 2019 to review the application of the LOU and make any appropriate amendments.
7. The parties agree to meet at the Joint Labour Management meeting in May 2020 to review the application of the LOU and make any appropriate amendments. At anytime after the conclusion of this meeting, but prior to May 29, 2020, either party may give written notice to terminate this Letter of Understanding with the agreement that it will remain in effect for an additional three (3) month transitional period.
8. Regina unionized associates performing duties from another location shall receive a one dollar (\$1.00) per hour premium for all hours performing these duties provided that the duties are at least one (1) hour or more in duration.

**SIGNED** this 27<sup>th</sup> day of May, 2019.

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