

**THIS AGREEMENT** made this 7th day of December, A.D. 2021

**BETWEEN:**

**WYNYARD CO-OPERATIVE ASSOCIATION LIMITED**, a body corporate, incorporated under the Co-operative Associations Act, with Head Office in the Town of Wynyard, in the Province of Saskatchewan, hereinafter called the “Co-operative”

OF THE FIRST PART

**AND:**

**SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION**, hereinafter called the “Union”

OF THE SECOND PART

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**A G R E E M E N T**

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Expires: February 1, 2025

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**SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION**, hereinafter called the “Union”

OF THE SECOND PART

### **ARTICLE 1 - PURPOSE**

The purpose of this Agreement shall be:

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

### **ARTICLE 2 - CLARIFICATION OF TERMS**

Whenever 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.
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 patronize the Co-operative and its services to the fullest extent possible.

#### **ARTICLE 4 - SCOPE**

This Agreement shall cover all eligible employees employed by the Wynyard Co-operative Association Limited, in its place of business located in the Town of Wynyard, in the Province of Saskatchewan, except those filling the following classifications:

General Manager  
 Office Manager  
 Meat Manager  
 Confidential Secretary  
 Grocery Manager  
 Convenience Store (C-Store)  
 Manager Crop Supplies Manager  
 Agro/Petroleum Manager  
**Hardware** Manager  
 Food Store Manager  
 Bakery/Deli Manager  
 Produce Manager  
 Agronomist  
 Trainee (Agronomist)  
 Assistant C-Store Manager

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

1. The Management of the Co-operative and the direction of the working force including the right to plan, direct and control operations, to maintain the discipline and efficiency of the employees, 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 enumeration of Management's rights set out above shall not exclude other functions not specifically set forth. The Co-operative, therefore, retains all rights not otherwise specifically covered in this Agreement.
3. In exercising the foregoing rights, the Co-operative shall act in good faith and shall not evade or alter any of the provisions of this Agreement.

#### **ARTICLE 6 - UNION SECURITY**

1. Every employee who is now or hereafter becomes a member of the Union shall

maintain their membership in the Union as a condition of their employment. Every new employee whose employment commences hereafter shall make application on the official membership application form within ten (10) calendar days of the date of their employment and shall become a member of the Union within thirty (30) calendar days of this date. The Union membership application will be presented during the hiring process.

2. If an employee is being discharged for cause, such employee shall have the right to have a Shop Steward present.
3. If an employee is subject to written discipline for cause, including suspension and discharge, the employee will have the right to have a Shop Steward present or, in the absence of a Shop Steward, another member of the bargaining unit of the employee's choice. This shall also include any discussion which could lead to written disciplinary action. A Steward or Local Union Officer shall have the right to consult with a Staff Representative.
4. **Attempts at resolving disputes or disagreements will take place as discussions between the shop steward (with the aggrieved employee present or absent, at their option) and the Department Manager.**

#### **ARTICLE 7 - DUES CHECKOFF**

1. The Co-operative shall deduct Union dues, assessments and initiation fees from an employee on a bi-weekly basis from the wages owed **them**. Such deductions shall be remitted within fifteen (15) days after the close of an accounting period to the person designated by the Union. The Co-operative shall furnish the Union with a list of the employees from whom the deductions have been made and the names of the employees who are hired, laid off or terminated.
2. Union dues deductions shall be included on the T-4 Income Tax Forms by the Co-operative.

#### **ARTICLE 8 - JOB CLASSIFICATIONS**

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 agreed rate of pay will be effective as of the date the new position was filled.

#### **ARTICLE 9 - SENIORITY**

1. New employees shall be on probation for an accumulated working period of five hundred and twenty (520) hours which will not exceed six (6) months. Upon completion of the prescribed period, seniority shall be established retroactive to the date on which the employee last entered the service of the Co-operative.

2. If a permanent employee is absent from work due to accident or illness, they shall continue to accumulate seniority provided such absence does not exceed six (6) months. If an employee is absent from work because of layoff or leave of absence, they shall retain their seniority accumulated prior to layoff or leave of absence.
3. Seniority shall be broken and all rights forfeited when:
  - (a) An employee is dismissed by the Co-operative for just cause.
  - (b) An employee voluntarily leaves the service of the Co-operative.
  - (c) An employee fails to report for work on recall after layoff. Failure or refusal to reply to recall notice shall cause all seniority rights to be forfeited.
4. The Co-operative shall prepare a seniority list setting forth the seniority date for all employees eligible for Union membership. This list shall be posted on bulletin boards accessible to all employees and shall be revised from time to time at intervals not to exceed six (6) months. A copy of the list and revisions thereof shall be supplied to the Union.
5. **The Co-operative and the Union agree that in the event of employees hired on the same day, seniority shall be established alphabetically by last name.**

#### **ARTICLE 10 - LAYOFFS AND RECALLS**

1. When reducing staff or recalling laid-off employees, seniority shall prevail, providing the senior employee has the merit, ability and fitness 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, it shall notify such employee by registered letter addressed to the employee's last known address. **The Co-operative shall also send a copy of the registered letter to the employee by email if the employee has provided the Co-operative with an email address to be kept on their employee file.** The employee concerned must notify the Co-operative within seven (7) days of the mailing of such letter stating their 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, they shall be notified of the next vacancy and their seniority shall be retained. Good cause shall be: sickness, verified by the certificate of a Medical Practitioner; insufficient travelling time or accident. Failure or refusal to reply to recall notice shall cause all seniority rights to be forfeited. **It is understood that it is the employee's responsibility to update the Co-operative of any change to their contact information.**

#### **ARTICLE 11 - PROMOTIONS AND VACANCIES**

1. Vacancies and new positions within the scope of this Agreement shall be posted on the bulletin board and employees shall be allowed five (5) working days in which to

make written application for such vacancies or new positions. The Co-operative shall notify the Chief Shop Steward of successful applicants within three (3) days of the closing date of the postings.

2. Vacancies and new positions within the scope of this Agreement shall be filled on the basis of merit, ability and fitness, as evaluated by the Co-operative, to perform the work satisfactorily. Where merit and fitness are comparable and sufficient, the senior applicant will be selected.
3. Any employee filling a new position or vacancy shall be allowed a trial period of three (3) months. If such employee does not perform the duties satisfactorily within such time, they shall revert to their former position without loss of seniority. If it appears to the employer that such employee is incapable of performing the duties satisfactorily, they may be required to revert to their former position before the expiration of three (3) months.
4. Whenever an employee's rate prior to promotion is within the range of the new classification, their rate shall not be reduced and after promotion, the employee shall be paid their regular increment increases until the top of the new range is reached.

#### **ARTICLE 12 - GRIEVANCE PROCEDURE**

1. 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 or any employee who feels that they have been unfairly treated may present a grievance. Any grievance which is not presented within five (5) working 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 grievances will be as follows:
  - (a) A discussion between the **Staff Representative, Chief Shop Steward** (with the aggrieved employee present or absent, at their option) the **Human Resources Manager or the General Manager or their designate**.
  - (b) The General Manager or their representative shall render a written decision on the matter within five (5) working days.
  - (c) If a satisfactory settlement cannot be reached then, upon request of either party, the matter shall be referred to the Board of Arbitration established by Article 13.

5. After the completion of any step in Section 4, if the Union does not proceed to the next step within five (5) working days, the grievance shall lapse.
6. All negotiations, with respect to disputes and grievances shall be dealt with during regular working hours and no employee shall suffer any loss of pay for time spent in such negotiations. The number of Union committee representatives who are entitled to remuneration under this clause shall not exceed three (3).
7. The Parties may agree to use a mediator to assist in the resolution of a dispute.

### **ARTICLE 13 - BOARD OF ARBITRATION**

1. 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, who shall be asked to act as Chairperson or shall be asked to appoint a Chairperson.
2. No person shall serve on the Board of Arbitration if they are involved directly in the labour controversy under local consideration.
3. Grievances taken before the Board of Arbitration shall be submitted in writing and shall specify clearly the nature of the grievance.
4. When the Board of Arbitration has been formed in accordance with this Article, it shall meet and hear the evidence of both sides and render a decision.
5. The Board of Arbitration, in reaching its decision, shall be governed by the provisions of this Agreement. A decision of a majority of the Board shall be taken to be the decision of the Board and shall be final and binding on all parties concerned.
6. It is distinctly understood that the Board of Arbitration is not vested with the power to change, modify or alter this Agreement, in any of its parts. The Board may, however, interpret the provisions of this Agreement.
7. It is agreed that the expense of the Chairperson of the Board of Arbitration shall be borne equally by the Co-operative and the Union.
8. The parties may agree to have a single Arbitrator hear a grievance and, in such case, the Arbitrator shall possess the same powers and be subject to all of the same limitations as a Board of Arbitration as constituted in this Article. When rendering a decision, such decision shall be final and binding on the parties.



**ARTICLE 14 - 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 shall not accumulate seniority but shall retain seniority accumulated prior to such leave.
2. Employees selected as delegates to attend labour conventions or business meetings, in connection with the affairs of the Union, upon giving fifteen (15) days' notice (seven (7) days in the event of emergency or unexpected circumstances), 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 two (2) and/or one (1) from any 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. Leave of absence without pay for collective bargaining shall be granted to three (3) employees.
5. Female employees, after thirteen (13) consecutive weeks service immediately preceding the day on which the requested leave is to commence, shall be granted a maternity leave of absence. The duration of such leave shall be at the discretion of the employee and not to exceed a **nineteen (19)** week period. The employee shall give the Co-operative a minimum of four (4) weeks' notice prior to the start of such leave if the leave requested is in excess of six (6) weeks prior to the expected birth of the child. The employee shall be required to submit a certificate from a qualified medical practitioner certifying that **they are** pregnant and indicating the estimated date of confinement. The employee shall give the Co-operative a minimum of four (4) weeks' notice prior to the date **they** intend to resume employment. If the employee returns to work within six (6) weeks of the birth of the child, **they** shall be required to submit a medical certificate certifying **they are** medically fit to work. The employee's benefits held before such leave shall continue to be available at the expense of the employee. Seniority shall accumulate during the maternity leave. The Co-operative's obligation to guarantee employment shall cease if the employee is unable to return to work at the expiry of the scheduled maternity leave of absence.
6. Employees, after thirteen (13) consecutive weeks service immediately preceding the day on which the requested leave is to commence, shall be granted a parental leave of absence by the Co-operative. Such leave shall not exceed **fifty-nine (59)** weeks and must be taken within one year of the date the child is released from the hospital or from the date an adoptive child is placed in the employee's home. Female employees who have availed themselves of the leave in sub-section (5) above are eligible provided the cumulative time off does not exceed **seventy-eight (78)** weeks. The employee's benefits held before such leave shall continue to be available. Seniority shall

accumulate during the parental leave. Applications for parental leave must be made four (4) weeks prior to date of commencement unless the employee has not been informed of the date in time to meet this guideline. In such cases, the employee shall submit their request as soon as possible.

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. Employees will be allowed compassionate care leave without pay to care for a **member of the employee's family who has a serious medical condition with a significant risk of death within 26 weeks from the date the leave commences**, for up to **twenty-eight (28) weeks**. If an employee requires further time, an application to the General Manager may be made by the employee. **In a period of 52 weeks, an employee is not entitled to take more than one compassionate care leave pursuant to this provision.**

**An employee's compassionate care leave pursuant to this provision ends:**

- a) **If the employee is no longer providing care or support to the family member;**
- b) **On the termination of the twenty-eight (28) week period referenced above;** or
- c) **On the death of the employee's family member.**

**For the purposes of this provision a "member of the employee's family" shall have the same meaning as defined in s. 2-56 of *The Saskatchewan Employment Act*.**

9. It is agreed by the parties that when an employee is away on union business, the Co-operative will pay the employee's lost wages (8 hours for full-time and scheduled hours for part-time) in order to have no disruption of the employee's benefits, entitlements etc. The Co-operative will then bill Local S-955 for full reimbursement.

## **ARTICLE 15 - STATUTORY HOLIDAYS**

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

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	Saskatchewan Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	<b>National Day for Truth and Reconciliation</b>

2. Statutory Holidays shall be observed on days other than the calendar date when so

proclaimed by Federal, Provincial or Civic authorities.

3. When a Statutory Holiday occurs, the workweek shall be reduced by eight (8) hours and no employee shall suffer a reduction in take-home pay. When a Federal, Provincial or Civic Holiday is proclaimed, the workweek 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 overtime rates for all such hours worked. An employee may agree to take an additional paid day off in lieu of a statutory holiday. This day must be taken within one (1) month of the statutory holiday.
4. Part-time employees shall be paid Statutory Holiday Pay in accordance with the Saskatchewan Employment Act.

#### **ARTICLE 16 - ANNUAL VACATION**

1.
  - (a) Three (3) weeks' vacation with pay at regular rates or with pay based on three fifty-seconds (3/52nds) of an employee's total earnings, whichever is the greater, shall be granted after one (1) year's service and each subsequent year of service up to ten (10) years.
  - (b) Four (4) weeks' vacation with pay at regular rates, or with pay based on one-thirteenth (1/13th) of employee's total earnings, whichever is the greater, shall be granted after ten (10) years' service and each subsequent year of service up to twenty (20) years.
  - (c) Five (5) weeks' vacation with pay at regular rates or with pay based on five fifty-seconds (5/52nds) of the employee's total earnings, whichever is greater, shall be granted after twenty (20) years' service and each subsequent year of service up to twenty-five (25) years.
  - (d) Six (6) weeks' vacation with pay at regular rates, or with pay based on three twenty-sixths (3/26ths) of employee's total earnings, whichever is the greater, shall be granted after twenty-five (25) years' service and each succeeding year.
  - (e) If an employee is absent without pay for a period in excess of four (4) weeks between May 1<sup>st</sup> to April 30<sup>th</sup>, their holiday pay shall be computed on the basis of 3/52nds, 1/13th, 5/52nds or 3/26ths whichever is applicable or on a pro rata basis at their regular rate, whichever is the greater.
2. Vacations shall be granted between May 1<sup>st</sup> and October 31<sup>st</sup>, unless otherwise mutually agreed upon between the Co-operative and the employee. Vacations shall not be restricted from outside of May 1<sup>st</sup> to October 31<sup>st</sup>.
3. When a Statutory Holiday occurs during an employee's vacation, an extra day's

vacation shall be granted if the holiday is one for which the employee would have received pay if they had been working.

4. Employees will receive their vacation pay as part of the regular payroll cycle. Vacation pay for regular part-time and part-time employees shall be calculated by dividing their previous fifty-two (52) weeks of gross income by fifty-two (52). (For example: \$10,000 divided by 52 = \$192.31 for each week of vacation entitlement).
5. If the employment of an employee is terminated, the Co-operative shall pay **them** for any vacation time **they have** earned.
6. The annual vacation cutoff for all employees shall be April 30<sup>th</sup>. Employees with less than one year's service shall be entitled to one and one-quarter (1 1/4) days' vacation with pay for each completed month of service up to April 30<sup>th</sup>, up to a maximum of three (3) working weeks.
7. On or before April 30<sup>th</sup> of each year, a vacation list shall be submitted to the employees requesting them to indicate their preference as to vacation dates. The completed vacation schedules shall be posted in each department on May 1<sup>st</sup> of each year. Employees with the longest service with the Co-operative will have priority.
8. Any employee who has not indicated their preference as to vacation dates prior to the April 30<sup>th</sup> deadline shall be allowed to do so afterward but shall only be able to do so on dates which remain unfilled and without preference by seniority. 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 17 - HOURS OF WORK**

1. The basic workweek for employees shall be forty (40) hours, consisting of five (5), eight (8) hour' days.
2.
  - (a) The Co-operative shall post a weekly work schedule showing daily starting and quitting times and days off for all regular part-time and full-time employees not later than Thursday noon of each week for the following two (2) weeks. If a new schedule is not posted by Thursday noon then the schedule already posted shall apply for the second following week.
  - (b) The schedule of regular part-time and full-time employees may be changed upon twenty- four (24) hours' notice of the change, except in the case of emergency. It shall be the responsibility of the Co-operative to notify employees of the changes to their previously posted shifts.
  - (c) There shall be no split shifts.

3. Employees shall be granted two (2) fifteen (15) minute paid rest periods when scheduled to work for shifts of more than six (6) hours. If employed less than a full shift, employees shall be entitled to one (1) fifteen (15) minute paid rest period if they are scheduled to work four (4) hours or more. An employee who works seven (7) or more hours shall be entitled to two (2) fifteen (15) minute paid rest periods and one (1) unpaid meal period, not less than one (1) hour unless otherwise agreed by the Co-operative and the employee.
4. Part-time employees' hours of work, shall be scheduled and they shall be called to work on the basis of seniority, subject to availability and providing they have the present ability to handle the work to be performed. This provision shall apply on a departmental and classification basis only.
5. All employees (except Driver Salesman) shall be scheduled weekends off on the basis of a fair and equitable rotation within their department. Such rotation shall be within full-time employees and part-time employees respectively. Employees shall have the right to waive their right to this provision. To do so, they will declare it in writing in the first week of January, April, July and October of each year.

#### **ARTICLE 18 - OVERTIME PAY**

1. All hours worked in excess of **eight (8) hours of work in a day or forty (40) hours of work in a week** shall be considered as overtime hours and shall be paid for at the rate of one and one-half (1 ½) times the regular rate for the first four (4) hours' overtime worked and double (2) time thereafter.
2. Overtime hours for Driver Salesmen may be banked in lieu of overtime by mutual consent.
3. Employees shall receive double (2) the rate of pay for all hours worked on Sunday or the day given in lieu of Sunday.

#### **ARTICLE 19 - WAGE RATES AND CLASSIFICATIONS**

1. Job classifications and wage rates covered by this Agreement shall be set out in Appendix "A".
2. Employees shall be paid every second Friday up to and including the previous Saturday. Pay stubs will be available during regular working hours. When a payday falls on a Statutory Holiday, payment shall be on the last working day preceding the Statutory Holiday. A detailed statement indicating rate of pay, overtime pay, hours worked and specific deductions shall be given to each employee.
3. (a) Any employee required to temporarily fill a position in the scope of this Agreement paying a higher rate of pay shall receive twelve (\$12.00) dollars per

day in addition to their regular pay. An employee's rate will not be reduced if temporarily filling a position paying a lower rate of pay. The senior qualified employee in the department will be given first opportunity for the relief position.

- (b) Any employee temporarily required to fill a position out of the scope of this Agreement shall receive a minimum of sixteen (\$16.00) dollars per day in addition to their regular rate of pay. The senior qualified employee in the department will be given first opportunity for the relief position.

#### 4. Credit for Previous Experience

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 twenty-four (24) month step will be considered the maximum starting rate at the Co-operative's discretion. The Union will be provided with all relevant information regarding the situation prior to the wage being implemented.

### **ARTICLE 20 - NOTICE BOARDS**

The Co-operative agrees to furnish and install a notice board in each location accessible to all employees.

### **ARTICLE 21 - SAFETY AND HEALTH**

1. The Co-operative shall make provisions for safety and health of the employees during working hours.
2. The Co-operative shall provide sufficient first-aid kits and shall keep them properly supplied.
3. The Co-operative shall establish an Occupational Health Committee with a minimum of three (3) employee members. This Committee shall meet at least quarterly and more often if so requested by any member of the Committee.

### **ARTICLE 22 - UNION REPRESENTATIVE VISITS**

An authorized representative or executive officer of the Union shall be permitted, after having requested permission from the General Manager, to talk with an employee regarding Union matters during regular working hours. The interview shall be carried on in a place provided for and designated by the Co-operative. Time taken for such interviews shall not take more than fifteen (15) minutes and shall be on Co-operative's time.

### **ARTICLE 23 - JURY AND WITNESS**

Employees summoned to jury duty or subpoenaed to a Court of Law as a witness shall be paid wages amounting to the difference between the amount paid them for jury or witness services and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from jury duty or witness service for the rest of that day or days and fails to report back to work or if the jury duty occurs on the employee's scheduled day off. Such employee shall not in any event be required to attend work before 8:00 a.m. or after 5:00 p.m. on any day on which they are required to attend to duties on a jury or as a witness unless their duty adjourns before 5:00 p.m.

### **ARTICLE 24 - EMPLOYEE BENEFITS**

1. The Co-operative's present policy (in accordance with the Bylaws of the Plans concerned) of providing sick leave, superannuation, group life insurance, an Extended Health Care Plan, long term disability insurance, dental insurance, accident compensation and compassionate leave shall be continued during the life of this Agreement.

Employees shall be provided with up to five (5) days of paid bereavement leave in the event of the death of their mother, father, son, daughter, stepchild, stepparent, spouse, grandparent, grandchild, sister, brother, mother-in-law or father-in-law.

Special leave of absence with pay shall be granted in case of pressing emergency for a period up to but not exceeding five (5) days. Such emergency shall include death, accident or illness to a member of the employee's immediate family. Immediate family is defined as spouse, children, brother, sister, mother, father, grandparent, mother-in-law, father-in-law, stepparent and stepchild who has lived in the home of the employee.

2. (a) Subject to the eligibility rules of the Plans, employees (except students) working twenty-four (24) hours or more per week shall receive Plan A benefits.
- (b) Subject to the eligibility rules of the Plans, employees (except students) working between fifteen (15) and twenty-four (24) hours per week shall receive Plan B Group Life and Dental.
3. The Co-operative shall provide to any employee requesting it, a copy of **their** sick leave accumulation. Employees' time off to attend medical or dental appointments shall be paid from the employees' hours of accumulated sick leave. Employees shall accumulate sick leave credits at the rate of ten (10) hours for every 173 hours worked. An employee may use their accumulated sick leave to deal with health or medical issues of their children, stepchildren, spouses, parents **or grandparents**, up to twenty-four (24) hours per year.

4. The Co-operative shall reimburse any fees incurred by employees in obtaining medical certificates or forms required by the Co-operative.
5. The Co-operative agrees to supply all employees' complete uniforms (Co-op shirt and pants) and replacement uniforms as needed at no cost to the employees. The Co-operative will provide gloves and toques to employees who require them. The cost of all optional Co-operative apparel shall be shared equally (50/50) by the Co-operative and the employees.
6. The Co-operative shall provide the cost of safety shoes to a maximum of one hundred and fifty (\$150.00) dollars to any employee requiring same for occupational health and safety purposes **and upon the employee providing receipt of proof of purchase**. Any employee who has safety concerns may make an application for the same reimbursement. Any employee receiving the reimbursement must wear the boots or shoes while working their shift.

#### **ARTICLE 25 - PREMIUMS**

A premium of one (\$1.00) dollar per hour shall be paid in addition to regular hourly wages to any Gas Bar Attendant left in charge of the C-Store in the absence of a Supervisor or Senior Gas Bar Attendant.

#### **ARTICLE 26 - DURATION OF AGREEMENT**

This Agreement shall be effective from **February 2, 2021** and shall remain in force until **February 1, 2025**. Either party may give notice in writing to the other party to negotiate revision(s) thereof not less than sixty (60) days nor more than one hundred twenty (120) days before the expiry of this Agreement.

**SIGNED this 13<sup>th</sup> day of January, A.D. 2022.**

**ON BEHALF OF THE CO-OPERATIVE**

*“Bob Nienaber, General Manager”*

*“Dennis Dell, Vice-President”*

**ON BEHALF OF THE UNION**

*“Donna Morrow”*

*“Grant Waithman”*

*“Lorraine Magnusson”*

*“Trevor Miller, Representative”*



**APPENDIX "A(1)"**

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 1,040 hours are equivalent to six (6) months. Rates shown below are hourly rates.

**EFFECTIVE JANUARY 31, 2021**

<b><u>Classification</u></b>	<b><u>Starting Salary</u></b>	<b><u>After 6 Mos.</u></b>	<b><u>After 12 Mos.</u></b>	<b><u>After 18 Mos.</u></b>	<b><u>After 24 Mos.</u></b>	<b><u>After 30Mos.</u></b>	<b><u>After 36 Mos.</u></b>
Clerk/ Cashier	12.62	13.11	13.61	14.14	14.64	15.27	17.39
*Premium Rate Clerk	12.62	13.46	14.3	15.16	16.01	16.96	18.97
Meat Cutter	13.06	14.09	15.09	16.11	17.13	18.25	20.72
Farm Centre Clerk	12.62	13.36	14.09	14.83	15.56	16.40	18.40
Gas Bar Attendant/ <b>Liquor Clerk</b>	12.62	13.01	13.41	13.80	14.20	14.70	15.30
Senior Gas Bar Attendant	12.62	13.36	14.09	14.83	15.56	16.40	18.40
Driver Sales Rep	20.79	21.88	22.98	24.19	25.49		

\* As Designated by Management

**APPENDIX "A(2)"**

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 1,040 hours are equivalent to six (6) months. Rates shown below are hourly rates.

**EFFECTIVE JANUARY 30, 2022**

<b><u>Classification</u></b>	<b><u>Starting Salary</u></b>	<b><u>After 6 Mos.</u></b>	<b><u>After 12 Mos.</u></b>	<b><u>After 18 Mos.</u></b>	<b><u>After 24 Mos.</u></b>	<b><u>After 30 Mos.</u></b>	<b><u>After 36 Mos.</u></b>
Clerk/ Cashier	12.81	13.31	13.81	14.35	14.86	15.50	17.65
*Premium Rate Clerk	12.81	13.66	14.51	15.39	16.25	17.21	19.25
Meat Cutter	13.26	14.30	15.32	16.35	17.39	18.52	21.03
Farm Centre Clerk	12.81	13.56	14.30	15.05	15.79	16.65	18.68
<b>Gas Bar Attendant/Liquor Clerk</b>	12.81	13.21	13.61	14.01	14.41	14.92	15.53
Senior Gas Bar Attendant	12.81	13.56	14.30	15.05	15.79	16.65	18.68
Driver Sales Rep	21.1	22.21	23.32	24.55	25.87		

\* As Designated by Management

**APPENDIX "A(3)**

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 1,040 hours are equivalent to six (6) months. Rates shown below are hourly rates.

**EFFECTIVE JANUARY 29, 2023**

<b>Classification</b>	<b><u>Starting</u></b> <b><u>Salary</u></b>	<b><u>After 6</u></b> <b><u>Mos.</u></b>	<b><u>After 12</u></b> <b><u>Mos.</u></b>	<b><u>After 18</u></b> <b><u>Mos.</u></b>	<b><u>After 24</u></b> <b><u>Mos.</u></b>	<b><u>After 30</u></b> <b><u>Mos.</u></b>	<b><u>After 36</u></b> <b><u>Mos.</u></b>
Clerk/ Cashier	13.00	13.51	14.02	14.57	15.08	15.73	17.91
*Premium Rate Clerk	13.00	13.86	14.73	15.62	16.49	17.47	19.54
Meat Cutter	13.46	14.51	15.55	16.60	17.65	18.80	21.35
Farm Centre Clerk	13.00	13.76	14.51	15.28	16.03	16.9	18.96
Gas Bar Attendant/ <b>Liquor</b> <b>Clerk</b>	13.00	13.41	13.81	14.22	14.63	15.14	15.76
Senior Gas Bar Attendant	13.00	13.76	14.51	15.28	16.03	16.90	18.96
Driver Sales Rep	21.42	22.54	23.67	24.92	26.26		

\* As Designated by Management

**APPENDIX "A(4)"**

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 1,040 hours are equivalent to six (6) months. Rates shown below are hourly rates.

**EFFECTIVE JANUARY 28, 2024**

<b>Classification</b>	<b><u>Starting Salary</u></b>	<b><u>After 6 Mos.</u></b>	<b><u>After 12 Mos.</u></b>	<b><u>After 18 Mos.</u></b>	<b><u>After 24 Mos.</u></b>	<b><u>After 30 Mos.</u></b>	<b><u>After 36 Mos.</u></b>
Clerk/ Cashier	13.20	13.71	14.23	14.79	15.31	15.97	18.18
*Premium Rate Clerk	13.20	14.07	14.95	15.85	16.74	17.73	19.83
Meat Cutter	13.66	14.73	15.78	16.85	17.91	19.08	21.67
Farm Centre Clerk	13.20	13.97	14.73	15.51	16.27	17.15	19.24
<b>Gas Bar Attendant/Liquor Clerk</b>	13.20	13.61	14.02	14.43	14.85	15.37	16.00
Senior Gas Bar Attendant	13.20	13.97	14.73	15.51	16.27	17.15	19.24
Driver Sales Rep	21.74	22.88	24.03	25.29	26.65		

\* As Designated by Management

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**WYNYARD CO-OPERATIVE ASSOCIATION LIMITED**, a body corporate, incorporated under the Co-operative Associations Act, with Head Office in the Town of Wynyard, in the Province of Saskatchewan, hereinafter called the “Co-operative”

OF THE FIRST PART

**AND:**

**SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION**, hereinafter called the “Union”

OF THE SECOND PART

**Re: Sunday Opening – Grocery Store**

**Whereas** the Co-operative has determined that the Grocery Store will commence being open for business on Sundays effective June 12, 2005; and

**Whereas** the Union has indicated concerns of the employees being required to work on Sundays;

**Therefore**, the Co-operative and the Union have agreed that the following terms and conditions shall apply and shall form part of the current Collective Agreement:

1. Employees with bona fide and devout religious concerns shall not be required to work Sundays.
2. Prior to opening Sundays, the Co-operative will allow those employees affected to state on a form provided that they wish to volunteer for more Sundays than a rotation requires or that they wish to be scheduled a minimum of Sundays.
3. Thereafter, the employees will be allowed to re-submit the form provided in **2.** above at the start of each quarter of the year (January, April, August, November).
4. Employees required to work Sundays will be scheduled to do so in the broadest and fairest rotation possible subject to the number of those employees available.
5. A Lead Hand premium shall be paid to the most senior employee scheduled to work a Sunday. The premium shall be paid at the rate of one dollar (\$1.00) per hour in

addition to their normal rate for all hours worked on Sunday.

**SIGNED this 13<sup>th</sup> day of January, A.D. 2022.**

**ON BEHALF OF THE CO-OPERATIVE**

*“Bob Nienaber, General Manager”*

*“Dennis Dell, Vice-President”*

**ON BEHALF OF THE UNION**

*“Donna Morrow”*

*“Grant Waithman”*

*“Lorraine Magnusson”*

*“Trevor Miller, Representative”*

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**WYNYARD CO-OPERATIVE ASSOCIATION LIMITED**, a body corporate, incorporated under the Co-operative Associations Act, with Head Office in the Town of Wynyard, in the Province of Saskatchewan, hereinafter called the “Co-operative”

**AND:**

**SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION**, hereinafter called the “Union”

**Re: Superannuation**

The total contributions of the Co-operative to pensions shall be no less than the level in effect February 1, 2003. Effective February 1, 2012, the level of contribution to CSS shall be six (6%) percent of salary and employee’s contribution shall be equal to the above.

**SIGNED this 13<sup>th</sup> day of January, A.D. 2022.**

**ON BEHALF OF THE CO-OPERATIVE**

*“Bob Nienaber, General Manager”*

*“Dennis Dell, Vice-President”*

**ON BEHALF OF THE UNION**

*“Donna Morrow”*

*“Grant Waithman”*

*“Lorraine Magnusson”*

*“Trevor Miller, Representative”*

**LETTER OF UNDERSTANDING #3****BETWEEN:**

**WYNYARD CO-OPERATIVE ASSOCIATION LIMITED**, a body corporate, incorporated under the Co-operative Associations Act, with Head Office in the Town of Wynyard, in the Province of Saskatchewan, hereinafter called the "Co-operative"

**AND:**

**SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION**, hereinafter called the "Union"

**Re: Overtime - Agro Department**

The Co-operative and the Union agree that the following stated terms shall address overtime work of the Driver Sales and Spare Drivers Employees in the Agro Department and shall take effect February 1, 2007:

1. All overtime hours that are banked will be to a maximum of sixty (60) hours.
2. Any employee working overtime hours while having banked sixty (60) hours will receive, on regular payroll, pay at one and one-half times (1 1/2x) rate for all overtime hours worked in excess of the sixty (60) hour bank.
3. At times mutually agreed, employees shall be entitled to draw time off with pay from the bank at regular rates when they have forty (40) or less hours banked. Employees with more than forty (40) hours in the bank shall draw time off at the rate of one and one-half times (1 1/2x). Such agreement shall not be unreasonably withheld.
4. Banked hours shall be used in total by no later than April 30<sup>th</sup> of each year.
5. During the period of November through April of each year, employees may be required to schedule remaining time off from the bank.
6. Employees will not be required but may opt to take less than eight (8) hours a day at any time unless they have less than eight (8) hours banked in which case only the remaining hours will be assigned or taken.



7. This Letter is agreed to form a part of the Collective Agreement between the Co-operative and the Union.

**SIGNED this 13<sup>th</sup> day of January, A.D. 2022.**

**ON BEHALF OF THE CO-OPERATIVE**

*“Bob Nienaber, General Manager”*

*“Dennis Dell, Vice-President”*

**ON BEHALF OF THE UNION**

*“Donna Morrow”*

*“Grant Waithman”*

*“Lorraine Magnusson”*

*“Trevor Miller, Representative”*

**LETTER OF AGREEMENT #4**

**BETWEEN:**

**WYNYARD CO-OPERATIVE ASSOCIATION LIMITED**

**AND:**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
LOCAL S-955**

**Re: Scheduling of Overtime**

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

**SIGNED this 13<sup>th</sup> day of January, A.D. 2022.**

**ON BEHALF OF THE CO-OPERATIVE**

*“Bob Nienaber, General Manager”*

*“Dennis Dell, Vice-President”*

**ON BEHALF OF THE UNION**

*“Donna Morrow”*

*“Grant Waithman”*

*“Lorraine Magnusson”*

*“Trevor Miller, Representative”*

**LETTER OF UNDERSTANDING #5**

**BETWEEN:**

**WYNYARD CO-OPERATIVE ASSOCIATION LIMITED**, a body corporate,  
incorporated under the Co-operative Associations Act, with Head Office in the Town of Wynyard, in the Province of Saskatchewan, hereinafter called the “Co-operative”

OF THE FIRST PART

**AND:**

**SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION**, hereinafter called the “Union”

OF THE SECOND PART

**RE: New Hire Seniority**

The Co-operative and the Union agree that in the event of employees hired on the same day, seniority shall be established alphabetically by last name.

SIGNED this 13<sup>th</sup> day of January, A.D. 2022.

**ON BEHALF OF THE CO-OPERATIVE**

*“Bob Nienaber, General Manager”*

*“Dennis Dell, Vice-President”*

**ON BEHALF OF THE UNION**

*“Donna Morrow”*

*“Grant Waithman”*

*“Lorraine Magnusson”*

*“Trevor Miller, Representative”*

**LETTER OF UNDERSTANDING #6**

**BETWEEN:**

**WYNYARD CO-OPERATIVE ASSOCIATION LIMITED**, a body corporate,  
incorporated under the Co-operative Associations Act, with Head Office in the Town of Wynyard, in the Province of Saskatchewan, hereinafter called the “Co-operative”

OF THE FIRST PART

**AND:**

**SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION**, hereinafter called the “Union”

OF THE SECOND PART

**RE: Employees Temporarily Filling Driver Sales Rep Position**

1. Any employee agreeing to temporarily fill the position of Drivers Sales Rep shall receive pay for all hours worked in this position at the starting salary for the Drivers Sales Rep position as set out in Appendix A of the Collective Bargaining Agreement.
2. Any employee agreeing to temporarily fill the position of Drivers Sales Rep shall not be entitled to payments pursuant to Article 19.3 of the Collective Bargaining Agreement.
3. The senior qualified employee will be given first opportunity for the relief position for Drivers Sales Rep.

SIGNED this 13<sup>th</sup> day of January, A.D. 2022.

ON BEHALF OF THE CO-OPERATIVE

*“Bob Nienaber, General Manager”*

*“Dennis Dell, Vice-President”*

ON BEHALF OF THE UNION

*“Donna Morrow”*

*“Grant Waithman”*

*“Lorraine Magnusson”*

*“Trevor Miller, Representative”*