

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN: SASKATCHEWAN INSTITUTE ON COMMUNITY  
LIVING INC.**

**AND: SASKATCHEWAN JOINT BOARD, RETAIL,  
WHOLESALE AND DEPARTMENT STORE UNION**

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

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Expiry Date: March 31, 2023

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This Agreement made this 25<sup>th</sup> day of March, 2022.

BETWEEN: Saskatchewan Institute on Community Living Inc.  
(called throughout the “Employer”)

AND: Saskatchewan Joint Board, Retail, Wholesale and  
Department Store Union (called throughout the “Union”)

### ARTICLE 1 - Purpose

The parties agree that the purpose of this Agreement shall be:

- 1.01 To set forth terms and conditions of employment relating to rates of pay, hours of work and any other working conditions affecting the employees covered by this Agreement;
- 1.02 To provide for a method for settlement of disputes and grievances of employees covered by this Agreement;
- 1.03 To promote an efficient operation and harmonious relations between the Employer and the Union.

### ARTICLE 2 - Clarification of Terms

- 2.01 Wherever the words “employee” or “employees” appear, it shall mean any person or persons covered by this Agreement.
- 2.02 For the purpose of this Agreement:
  - (a) “Full-time employee” is an employee who is scheduled to work forty (40) hours per week on a regular basis;
  - (b) “Part-time employee” is an employee who works less than full-time hours, but greater than fifteen (15) hours per week;
  - (c) “Casual employee” is any employee who is not a full-time or part-time employee.

### ARTICLE 3 - Recognition

- 3.01 The Employer recognizes the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its designated bargaining representatives on all matters relating to rates of pay, hours of work, working conditions, and any other terms and conditions of employment.
- 3.02 The Union recognizes the responsibility of its members to perform faithfully and diligently their

respective duties for the Employer to the minimum standards as established by the Employer provided such standards are reasonable.

- 3.03 The Employer agrees that the work of the bargaining unit as it exists on September 1, 1998 will not be contracted out without prior discussion with the Union. The Employer agrees however that as far as they are able, from a practical and economic perspective, they will continue to have the work presently done by bargaining unit employees continue to be done by bargaining unit employees except for the Driver/Manager who shall regularly do pickups.
- 3.04 The parties to this Agreement support and encourage the employment of intellectually disabled persons within the bargaining unit.

#### ARTICLE 4 - Scope

This Agreement shall cover all employees of the Saskatchewan Institute on Community Living Inc. in Regina, Yorkton, Swift Current, Moose Jaw and surrounding areas except the Regina Office Manager and the Driver/Manager.

#### ARTICLE 5 - Management's Rights

- 5.01 The management of the Company 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 and to require employees to observe Company rules and regulations; to hire, lay off or relieve employees from duties; to suspend, demote, transfer, promote and discharge employees, are to be the right and function of the Company.
- 5.02 In exercising the above rights, the Company shall act in good faith and shall not evade or alter any of the specific provisions of this Agreement provided that good faith shall mean making decisions only in the interest of the business.
- 5.03 The Employer shall be the sole judge of the merchandise to be handled.
- 5.04 The parties agree that the enumeration of management's rights set out in this Article shall not exclude other functions not specifically set forth. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

#### ARTICLE 6 - Union Security

- 6.01 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. Every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his/her employment, apply for and maintain membership in the Union as a condition of his/her employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his/her membership or apply for and maintain his/her membership in the Union shall, as a condition of his/her employment, tender to the Union the periodic dues uniformly required to be

paid by the members of the Union. The Employer will provide a newly hired employee with a Union membership card and advise the employee of the requirements of Article 6 on his/her first day of employment.

#### ARTICLE 7 - Dues Check-Off

- 7.01 Upon receipt of a written request from any employee, the Employer shall deduct union dues and initiation fees from the wages owed him/her. Such deductions shall be remitted within fifteen (15) working days to the person designated by the Union. The Employer will furnish the Union each month with a written list of:
- (a) The names of the employees from whom deductions have been made;
  - (b) The names, addresses and telephone numbers of all employees who are hired, laid off, or who have terminated employment if employees provide written consent. The Employer will provide employees with a consent form when they are hired.
- 7.02 Union dues deductions, deducted from the company payroll during the calendar year shall be included on the T-4 income tax slips that are provided by the Employer.

#### ARTICLE 8 – Seniority

- 8.01 Seniority shall be defined as the length of an employee's service with the Employer. All employees shall be on probation for forty-five (45) days worked, during which time they shall not acquire seniority. Upon completion of the probation period, seniority shall be established retroactive to the date on which the employee last entered the service of the Employer.
- 8.02 If an employee is absent from work due to an accident or illness, he/she shall continue to accumulate seniority providing such absence does not exceed six (6) months. If an employee is absent from work because of layoff or leave of absence, he/she shall retain his/her seniority accumulated prior to his/her layoff or leave of absence.
- 8.03 Seniority shall be broken and all rights forfeited when:
- (a) An employee resigns from the service of the Employer;
  - (b) An employee is discharged for just cause and is not reinstated;
  - (c) An employee is laid off and not recalled for a period of twelve (12) months;
  - (d) An employee is absent because of sickness or accident not related to work for a period in excess of twelve (12) months if the person has been employed less than twelve (12) months.
  - (e) An employee is absent because of sickness or accident not related to work for a period in

excess of twenty-four (24) months if the person has been employed more than twelve (12) months.

- 8.04 Seniority shall be administered on a bargaining unit wide basis unless otherwise specified in this Agreement.
- 8.05 The Employer shall prepare a seniority list showing each employee's seniority date. After being verified by the Union, the list shall be posted in January and July of every year in a conspicuous place in each department accessible to all employees.

#### ARTICLE 9 - Layoffs and Recalls

- 9.01 When reducing staff or recalling laid off employees, seniority in the classification affected shall prevail providing the senior employee has the ability and qualifications as evaluated by the Employer to handle the work to be performed. An employee laid off under this clause can bump a junior person in any classification provided they have the ability and qualifications to handle the work to be performed.
- 9.02 When the Employer recalls an employee who has been laid off, it shall notify such employee by telephone or registered letter addressed to the employee's last known address. The employee concerned must notify the Employer within five (5) days of the telephone call or mailing of such letter stating his/her acceptance or refusal of the employment offered. If an employee fails to report for work within five (5) days of mailing of such notice but does report within thirty (30) days showing good cause for having failed within the five (5) days, he/she shall be notified of the next vacancy and his/her seniority shall be retained. Good cause shall be sickness, verified by the certificate of a medical practitioner, insufficient travelling time, or accident. The Union will be notified when a re-call notice is being issued.
- 9.03 Where an employee has been in the continuous service of the Employer for at least three (3) consecutive months, the Employer shall not lay off the employee without giving the employee at least the following notice or pay in lieu thereof:
- (a) One week's written notice where his/her period of employment is more than three months but less than one year;
  - (b) Two weeks written notice where his/her period of employment is one year or more but less than three years;
  - (c) Four weeks written notice where his/her period of employment is three years or more but less than five years;
  - (d) Six weeks written notice where his/her period of employment is five years or more but less than ten years;
  - (e) Eight weeks written notice where his/her period of employment is ten years or more.

## ARTICLE 10 - Promotions and Vacancies

- 10.01 Vacancies and new positions except temporary jobs of less than sixty (60) calendar days within the scope of this Agreement shall be posted on the bulletin board and mailed to out-of-town employees with a copy to the Union and employees shall be allowed fourteen (14) working days in which to make written application for such vacancies or new positions. During the posting and selection process, the Employer may assign a person to the job.
- 10.02 Posted positions within the scope of this Agreement shall be filled on the basis of ability and qualifications. Where ability and qualifications are equal and sufficient, the senior applicant will be selected. No outside applicant will be hired if an internal applicant has sufficient ability and qualifications to do the job.
- 10.03 Employees who fill a vacancy under this clause shall have twenty (20) working days to determine whether they wish to retain the job or to satisfy the Employer of their suitability for the job. If either of the above occurs, the employee will revert to his/her former position and all other employees will be placed in the positions held before the vacancy was filled.
- 10.04 Employees who are going to be absent from their place of employment may, prior to their leaving or during their leave, apply for specific vacancies, new jobs or positions that might or do occur during their absence.

## ARTICLE 11 - Grievance Procedure

- 11.01 It is hereby agreed that during the life of this Agreement, there shall be no strike, slowdown or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Employer.
- 11.02 A grievance is any complaint or any dispute relating to the terms and conditions of employment submitted by an employee or the Union.

Step 1: The grievance shall be taken up with the immediate out-of-scope manager. The manager shall render a written decision to the Union within five (5) working days. Union policy grievances and grievances that involve a dismissal or a suspension in excess of three (3) days may begin at Step 2.

Step 2: Grievances not resolved in Step 1 may be forwarded to the Executive Director who will render a written decision within seven (7) days. If settlement is not achieved, the Union may submit the grievance to Arbitration as set out in Article 12.

Note: The time limits in the preceding process may be extended by mutual agreement between the parties.

Employees may have the benefit of representation by Union officials at any step of the grievance procedure.

- 11.03 A Union official on the premises must be present when any written reprimand, suspension or termination is administered to any employee. If there is no Union official on the premises, another employee of the employee's choice on the premises will be present unless the employee waives the right. Employees shall have access to their file upon request.
- 11.04 No written warnings shall be used against employees for disciplinary purposes after a period of one (1) year has elapsed from date of issue unless other discipline is imposed after the warning.
- 11.05 All negotiations of grievances shall be dealt with during working hours and no employee or employee's representative of the Union who is employed by the Employer will suffer loss of pay by reason of time spent in discussion of grievances with the Employer.

#### ARTICLE 12 - Board of Arbitration

- 12.01 Written notice may be given by the Union that the grievance is proceeding to Arbitration. Within seven (7) days the parties shall appoint their members for the Board of Arbitration. Within a further seven (7) days the parties shall appoint a Chairperson of the Board of Arbitration. In the event the parties cannot agree on a Chairperson, the Minister of Labour shall appoint.
- 12.02 The Arbitration Board shall have the power to receive and accept evidence and information on oath, affidavit or otherwise as in its discretion it considers proper.
- 12.03 The Board of Arbitration in reaching its decision shall be governed by the provisions of this Agreement and shall not have the authority to change, alter, modify, amend or delete any of its provisions. 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.
- 12.04 Each party shall pay the fees and expenses of its nominee to a Board of Arbitration. Each party shall pay one-half (50%) of the fees and expenses of the Chairperson of the Board of Arbitration.
- 12.05 Nothing herein shall prohibit the parties from agreeing to a single Arbitrator. If so, then the Articles pertaining to an Arbitration Board shall apply to the sole Arbitrator.
- 12.06 Subject to Article 12.03, the Arbitrator or Arbitration Board may render any decision that it feels fair in the circumstances.



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

### ARTICLE 13 - Leave of Absence

- 13.01 (a) The Employer agrees to grant necessary time off without pay and without discrimination to not more than one (1) employee designated by the Union for a maximum of one (1) year, or longer if mutually agreed, to serve in any capacity on official Union business provided that notification is given the Employer in sufficient time to secure a relief person for the job involved.
- (b) Upon seven (7) days notice to the Employer, an employee elected or appointed as an official delegate to attend conventions or business meetings in connection with the affairs of the Union shall be granted such leave of absence without pay as may be necessary to enable him/her to attend such meetings or conventions. The Employer reserves the right to limit the number of delegates to one (1).

#### 13.02 Maternity Leave

Upon request in writing at least thirty (30) days before the commencement of the leave, a pregnant employee shall qualify for maternity leave upon completion of the probationary period. **Female employees shall be entitled to maternity leave, without pay and without loss of seniority, as defined by the Saskatchewan Employment Act and Employment Insurance benefits.**

- (a) **If the employee returns to work within six (6) weeks of the birth of the child, she shall provide medical certificate certifying her to be medically fit to return to work.**
- (b) On return from maternity leave, the employee shall return to her former position.
- (c) Where an employee has been granted maternity leave but is unable to return to work at the expiry of her leave due to medical reasons, she shall be granted a further period of leave, not exceeding six (6) weeks, that is requested by her.
- (d) The provisions contained in Article 13.02 apply to adoption leave.

#### 13.03 Parental Leave

Upon request in writing at least thirty (30) days before the commencement of the leave and upon completion of the probationary period, **employees shall be entitled to parental leave, without pay and without loss of seniority, as defined by the Saskatchewan Employment Act and Employment Insurance benefits.** On return from parental leave, the employee shall return to **their** former position.

- 13.04 Employees shall notify the Employer two (2) weeks in advance of their return.
- 13.05 During an employee's maternity, adoption, or parental leave as set out in this Article, benefits provided to the employee may be maintained if the bylaws of the plan permit and the employee makes premium payments for the plan.
- 13.06 Upon completion of one (1) year of employment, an employee shall be eligible for one year's leave of absence without pay for the purpose of education upgrading or training.
- 13.07 Compassionate leave of absence with pay of five (5) days shall be granted to an employee in case of death or serious illness of the employee's spouse (including common-law and same sex partners) or child and one (1) to three (3) days depending on travel in the case of death or serious illness in the immediate family of the employee. Immediate family shall mean parents, sister, brother, nieces, nephews, grandchildren and grandparents.

If in the event the immediate family member is in the city where the employee works or within reasonable driving distance of the place of employment, the parties agree that only one (1) paid day of compassionate leave will be granted.

One paid day of compassionate leave shall be granted in the case of death or serious illness of an employee's aunt or uncle.

- 13.08 Special leave of absence without pay may be granted to employees upon giving sufficient reason for such leave. Any employee requesting a leave of absence must apply in writing, stating the reason, to his/her immediate supervisor. The supervisor, upon making his/her decision, will advise the employee in writing.
- 13.09 Employees who qualify for Employment Insurance compassionate leave benefits shall be granted an equivalent leave of absence from the Employer with no loss of benefits and continued accumulation of seniority.

#### ARTICLE 14 - Statutory Holidays

- 14.01 The following days shall be considered holidays for which there shall be no deduction in pay:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, and any other days proclaimed as holidays by federal, provincial or civic authorities.

- 14.02 Statutory holidays shall be observed on days other than the calendar date when so proclaimed by federal, provincial or civic authorities as agreed between the parties.
- 14.03 Employees on layoff or leave of absence will not be paid statutory holiday pay.

- 14.04 If an employee is required to work on a statutory holiday, he/she shall be paid in addition to his/her regular pay, one and one-half (1½) times his/her regular rate for all hours worked on that day.
- 14.05 When a statutory holiday falls in an employee's work week, the work week shall be reduced by eight (8) hours or the number of hours proclaimed to be observed in respect of such a week 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 in addition to their regular rate of pay for the week, one and one-half (1½) times for all such hours worked.
- 14.06 Part-time and seasonal employees shall be paid statutory holiday pay based on provincial legislation.

#### ARTICLE 15 - Annual Vacations

- 15.01 Employees shall be entitled to an annual vacation after one (1) year of employment with pay, calculated as follows:
- (a) 3/52nds of the earnings of that year of service after one (1) year and each subsequent year thereafter, up to and including five (5) completed years of service;
  - (b) 4/52nds of the earnings for the year commencing after five (5) completed years of service and each subsequent year thereafter, up to ten (10) completed years of service;
  - (c) 5/52nds of the earnings after ten (10) completed years of service and each subsequent year thereafter.
- 15.02 For other than full-time employees, all vacation pay will be paid to employees on December 15<sup>th</sup> in each year unless the employee requests vacation pay when a holiday is taken. In such circumstances, the employee will receive vacation pay requested at that time or a portion of the payment at that time and the balance on December 15<sup>th</sup>. Part-time employees will be allowed to make two (2) such requests per year based on earnings to June 30<sup>th</sup>. Full-time employees will receive vacation pay when they take their vacation.
- 15.03 Employees who are hospitalized or make use of compassionate leave during their vacation period shall be credited with extra vacation time equivalent to the time used.
- 15.04 Vacations cannot be accumulated from one year to another.
- 15.05 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 he/she had been working.
- 15.06 If the employment of an employee is terminated, the Employer shall pay him/her for any vacation time he/she has earned.

- 15.07 A vacation list shall be submitted to the employees requesting them to indicate their preference as to vacation dates. Both parties agree, however, that the vacation schedule must be practical insofar as the operation of the business is concerned and therefore the Employer is able to make a final decision as to how many and which employees would be able to take vacation at any particular time. Seniority shall prevail in the event of a conflict of vacation requests between employees.

#### ARTICLE 16 - Hours of Work

- 16.01 Within the limits of this Article, the Employer shall schedule hours in a manner that allows the senior employees to be able to maximize their hours exclusive of overtime.

- 16.02 Schedules shall be posted no later than Monday for the work to be done in the following week on the following basis:

- (a) For truck drivers, the location in which they are to drive and their start time. When their route is completed and the goods are delivered, their shift will end for the day unless they are specifically requested to do other work.
- (b) It is understood that schedules can be changed in emergency situations, including bad road conditions or other conditions which would not have been known to the Employer when the schedule was posted.
- (c) For sound business reasons or customer service starting times may be staggered.

- 16.03 Schedules for truck drivers will be created on the following basis:

- (a) If possible with the routes available, two schedules with at least five (5) days work will be created in each week and posted with no names beside the weekly schedule by Monday in a week.
- (b) The remaining hours, if any, will be used to create schedules that will maintain a sufficient number of truck drivers required for the efficient operation of the business, and posted on Monday.
- (c) Employees classified as truck drivers will be able to select the schedules in order of seniority by Tuesday, 5:00 p.m.
- (d) If two full-time shifts are created and employees classified as full-time truck drivers do not select one of the two full-time shifts in a week and no other truck driver selects the shift, the Employer shall be able to assign the shifts not selected to the full-time drivers and reassign any other shift selected, or not selected, if any, to other than full-time drivers.
- (e) Once a truck driver has selected his/her schedule, the following may occur:
  - (i) Complete his/her scheduled route as assigned.

- (ii) When a truck driver has completed his/her scheduled route for the day, management may ask another truck driver who has not finished if he/she would like help to complete his/her scheduled route. If assistance is wanted and both drivers are in agreement, one can help the other.
- (iii) A truck driver may be asked by management, in an emergency or when an out-of-town route's donations are in excess of what was expected, to take over an extra part of another truck driver's scheduled route if the first truck driver requires assistance and the second driver is in agreement.
- (iv) Truck drivers will call or leave a message with the office upon completion of their daily schedule of hours.

#### 16.04 Meal Breaks and Rest Periods

- (a) Employees shall be entitled to fifteen (15) minutes paid rest period within each four (4) hours of work.
- (b) Every employee scheduled to work six (6) or more hours shall be entitled to an unpaid meal break of thirty (30) minutes.

16.05 A copy of the time sheets and schedules shall be forwarded to the Union upon reasonable request.

#### ARTICLE 17 - Overtime Pay

- 17.01 All hours worked in excess of eight (8) in a day or forty (40) in a week will be considered overtime and paid at one and one-half (1½) times regular rates.
- 17.02 Other than for truck drivers, overtime shall be voluntary and offered in order of seniority to employees on duty where overtime is required.
- 17.03 For truck drivers, it is understood that except in the case of emergencies, the drivers will complete their trip and return to Regina in the same day regardless of the hours required.

#### ARTICLE 18 - Wage Rates and Classifications

- 18.01 The Employer will pay the salary and wages to employees as provided under this Agreement. Truck Drivers will be guaranteed forty (40) hours per scheduled work week in accordance with the rates in Appendix "A".
- 18.02 Job titles and wage rates covered by this Agreement shall be as set out in Appendix "A". The Employer shall not introduce new methods of paying employees without prior negotiations and agreement with the Union.
- 18.03 The Employer has the right to establish new classifications or positions during the term of this

Agreement. The terms and conditions of these new classifications or positions shall be subject to negotiation between the parties. When agreement is reached, a supplementary Agreement shall be executed between the Employer and the Union and shall form a part of this Agreement.

- 18.04 An employee who may be required to temporarily fill a position covered by this Agreement paying a lower wage rate shall not have his/her wage rate reduced.
- 18.05 An employee assigned to temporarily fill a position for one (1) day or more paying a higher rate shall be paid the bottom rate for that position or five (\$5.00) dollars a day, whichever is greater.
- 18.06 If a manager is away for one (1) day or more, an employee will be assigned to fill in for the manager and will receive an additional fifteen (\$15.00) dollars per day for each day that the assignment continues.

#### ARTICLE 19 - Employee Benefits

- 19.01 The Employer will continue all benefit programs presently in existence for full-time and part-time employees. The Employer may, if there is no change in the terms of the plan, change the carrier of the plan.
- 19.02 Employees shall be covered by a benefit program which shall include Long Term Disability, Group Life Insurance and Dental Coverage. The Employer shall pay for all premiums.
- 19.03 Employees shall accumulate sick leave credits on the basis of one-half (½) day for every calendar month of employment. Sick leave credits shall not exceed ten (10) days in total but if used, the employee shall continue to earn sick leave credits to once again reach the threshold of ten (10) days. The Employer reserves the right to request a doctor's certificate and will pay any costs. Part-time employees shall be eligible for sick benefits on the basis of one-half (½) day for every one hundred and seventy-three (173) hours worked. It is understood that sick leave will be paid to part timers only for actual hours missed.

#### ARTICLE 20 - Safety and Health

- 20.01 The Employer shall provide for the safety and health of its employees.
- 20.02 The Employer shall provide sufficient first aid kits and shall keep them properly supplied.
- 20.03 The parties agree to set up a joint occupational health and safety committee in compliance with *The Saskatchewan Employment Act*.

#### ARTICLE 21 - Notice Boards

The Employer will install notice boards in suitable locations accessible to the Union for the purpose of posting notices of interest to the employees.

#### ARTICLE 22 - Jury and Witness Pay

Employees summoned to jury duty or subpoenaed to a Court of Law shall be paid wages amounting to the difference between the amount paid them for jury or witness services and the amount 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 or holidays.

#### ARTICLE 23 - Discrimination and Harassment

23.01 The Employer agrees that it will not discriminate under the grounds of *The Human Rights Code* and the rules of *The Human Rights Code* nor for Union activity.

23.02 The Union and the Employer do not condone sexual harassment. The parties agree that the Sexual Harassment Policy of the Employer will be continued for the term of this Agreement.

#### ARTICLE 24 - Miscellaneous

24.01 The Employer shall provide suitable lunch and restroom facilities.

24.02 Staff who are required to attend staff meetings shall be given credit for the hours at the meeting at regular rates of pay.

24.03 The Employer shall not enter into any written or verbal agreement with any employee that conflicts in any way with the terms of this Agreement.

24.04 Employees shall not be required to cross any legal picket line in performing their work provided however employees will only be paid for the hours worked.

24.05 The Union will supply the Employer with the names of its officers and stewards in order that the Employer may carry out the provisions of this Agreement.

24.06 The Employer shall provide sufficient uniforms when required and be responsible for major repairs. Truck drivers and truck assistants will be required to wear a uniform of the Employer's choice.

24.07 When an employee resigns or is discharged from the service of the Employer, all uniforms that were issued to the employee shall be returned to the Employer.

24.08 Upon notification to the Employer, a Union Representative shall be permitted to attend on the Employer's premises for the purpose of dealing with Union matters. If it is required to meet with employees, meetings shall not exceed five (5) minutes during their hours of work unless permission is obtained for a longer meeting. All efforts will be made, however, to meet with the employees and Employer at a time that will not disrupt the business.

24.09 If a Truck Driver is deemed to be fifty percent (50%) or greater at fault regarding an incident or accident causing damage with or to any of the Company trucks or rental trucks, the Employer shall have the right to subject the employee to disciplinary action up to and including termination of employment.

ARTICLE 25 - Technological Change

The Employer agrees to comply with *The Saskatchewan Employment Act* if it intends to institute a technological change within the meaning of the Act.

**25.01 Severance Pay**

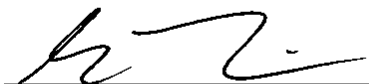
**Except when an employee is discharged for just cause, in the event of termination of employment, an employee shall receive severance pay equal to one (1) week of pay for every six (6) months of service to a maximum of sixteen (16) weeks' pay. For the purpose of this clause, the word "termination" means final severance of employment without any right of recall and shall not be deemed to include termination for cause, voluntary termination of employment or layoff pending recall.**

ARTICLE 26 - Duration of Agreement

This Agreement shall be effective from **April 1, 2022**, and shall remain in force until **March 31, 2023**, and thereafter from year to year, but either party may, not less than sixty (60) days or more than one hundred and twenty (120) days before the expiry date of the said agreement, give notice in writing to the other party to terminate the said agreement or to negotiate a revision thereof.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

  
\_\_\_\_\_  
Guy Rein

\_\_\_\_\_  
Kim Hague

  
\_\_\_\_\_  
Richard Sanderson

\_\_\_\_\_  
Robert Drummond





APPENDIX "A"  
WAGE RATES AND JOB CLASSIFICATIONS  
EFFECTIVE APRIL 1, 2022

Hourly wage rates and classifications shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Truck Assistant	<b>12.61</b>	<b>12.92</b>	<b>13.22</b>	<b>13.59</b>
Truck Driver	<b>16.68</b>	<b>17.00</b>	<b>17.29</b>	<b>18.07</b>

Employees can be classified in both the Truck Driver and Truck Assistant classifications and pay will be based upon the hours worked in each classification.

**CONSENT TO DIVULGE**

I, \_\_\_\_\_, consent to my Employer providing the Retail, Wholesale and Department Store Union with my address and telephone number and any amendment to such information effective the date of this consent.

DATED at Regina on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature)