

**THIS AGREEMENT** made and entered into this **28<sup>th</sup> day of June 2020**.

**BETWEEN:**

**PRINCE ALBERT SAFEWAY (101297488 Saskatchewan)**, a body corporate carrying on business in the City of **PRINCE ALBERT**, hereinafter referred to as the “**COMPANY**”

OF THE FIRST PART

**AND:**

**SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 496**, hereinafter referred to as the “**UNION**”

OF THE SECOND PART

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**COLLECTIVE AGREEMENT**

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Expires: **June 27, 2023**

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EXPIRY: **JUNE 27, 2023**

BETWEEN: PRINCE ALBERT SAFEWAY (101297488 Saskatchewan Ltd.), a body corporate, carrying on business in the City of PRINCE ALBERT, hereinafter referred to as the "EMPLOYER"

OF THE FIRST PART;

AND: SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 496

OF THE SECOND PART.

### ARTICLE 1 - Purpose

The Employer and the Union mutually agree that the purpose of this Agreement shall be:

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

### ARTICLE 2 - Union Recognition

- 2.01 The Employer recognizes the Union as the sole collective bargaining agency for all employees covered by this Agreement.
- 2.02
  - a) This Agreement shall cover all employees employed by Prince Albert Safeway Limited in connection with its store located in the City of Prince Albert in the Province of Saskatchewan, except Store Managers and First Assistant Managers will also be excluded from the Collective Agreement.
  - b) Any employee appointed to the position of Produce Manager, Bakery Manager, Floral Operator, Coffee Bar Operator, Meat Manager, Food Service Manager, or Second Assistant Manager on or after the Sunday Following Ratification will be excluded from the provisions of this Agreement.**

- c) **Any existing employee in any position noted in paragraph (b) above may elect to become excluded from the Collective Agreement within one (1) year from the date of ratification by presenting a letter to the Company with a copy to the Union.**
- d) **It is understood that any clause in the Agreement that references employees in positions that are or will be excluded applies to only those employees who remain covered by the provisions of this Agreement and not to those employees who are or will become excluded under clause 2.02.**
- e) **Notwithstanding clause 2.03 and 4.01 of the Agreement, demotions from the position of Produce Manager, Bakery Manager, Floral Operator, Coffee Bar Operator, Meat Manager, Food Service Manager, or Second Assistant Manager will be based on cause and will be subject to grievance and arbitration procedures.**

2.03 The promotion to and/or transfer within the classification of Food Service Manager, Bakery Manager, Produce Manager, 2<sup>nd</sup> Assistant Manager, Floral Operator, Coffee Bar Operator, **Meat Manager**, Full Service Meat Counter Operator, Lead Hand on Nights, **and any employee designed as a full-time Department Second** are at the sole discretion of the Employer.

Any employee promoted by the operation of this clause shall, if they are subsequently demoted or relinquishes the position, revert to his/her previous status and seniority date.

#### 2.04 RACK JOBBERS

The parties agree that the following companies currently qualify as rack jobbers: Coca-Cola and Pepsi in coolers and by express, Voortman Cookies, Rustcraft/Carlton Cards, Star Phoenix, Leader Post, Old Dutch and Hostess in checkstand racks and checkstand baskets. Cube racks may be filled on a one-time basis, by the supplier.

The parties further agree that the letter of November 4, 1987 from Jim Witiuk to Fred Cuddington will be deemed as the agreed definition of rack jobber. Any additions of companies currently not supplying product to the store list during the term of the Collective Agreement must be mutually agreed between the parties. Such agreement will not be unreasonably withheld.

### ARTICLE 3 - Clarification of Terms

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

### ARTICLE 4 - Management’s Rights

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

### ARTICLE 5 - Union Security

- 5.01 Every employee who is now or hereafter becomes a member of the Union shall maintain **their** membership in the Union as a condition of employment. Every new employee whose employment commences hereafter shall make application on the official membership application form within ten (10) calendar days of the date of employment and shall become a member of the Union within thirty (30) calendar days of this date. All present employees who are eligible, but not now members of the Union, shall immediately apply for and maintain membership in the Union as a condition of employment.
- 5.02 All new employees shall be presented with a form letter (Form “A”) supplied by the Union, as set out in Appendix “B” attached to this Agreement, outlining his obligation to the Union.

- 5.03 All new employees will be introduced to a Shop Steward in the store within the first month of their start date.

#### ARTICLE 6 - Dues Check-Off

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

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

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

#### ARTICLE 7 - Basic Workweek – Hours of Work and Overtime

- 7.01
1. The basic workweek shall be thirty-seven (37) hours per week, consisting of either four (4) days at eight (8) hours per week and one (1) day at five (5) hours, or two (2) days at eight (8) hours and three (3) days at seven (7) hours, as scheduled by Management.
  2. A weekly schedule of daily hours for all employees shall be posted by Thursday, 6:00 p.m., for the week after the following week. The schedule of employees working full-time may be changed without notice in the event of an unscheduled absence of employees or in the event of emergencies such as snow storm, fire, flood, breakdown of machinery or other instances of force majeure. In all other cases at least forty-eight (48) hours' notice of change must be given or four (4) hours' additional pay at the straight-time rate in lieu of notice. The foregoing shall not apply to employees other than full-time.

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

or other unforeseen circumstances.

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

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

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

Third Violation - dismissal from employment.

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

4. Except for dinner meetings, banquets or other meetings where attendance is voluntary, all other staff meetings called by the Employer shall be considered as time worked and shall be paid for at the appropriate rate of pay.
  5. A full-time employee will have the right to indicate a preference in shifts and the Employer agrees to consider those requests on the basis of seniority and subject to the efficient operation of the business as determined by the Employer and fair rotation issues involving other employees.
- 7.02
1. No employee shall work more than one (1) shift in each twenty-four (24) hour period occurring between 12:01 a.m. and 11:59 p.m. In the case of shifts which commence before 12:00 a.m. and end after 12:00 a.m., the shift will be deemed to have occurred during the twenty-four (24) hour period in which the majority of the shift occurs.
  2. Employees will have a minimum of ten (10) hours off between scheduled shifts unless otherwise mutually agreed between the Employer and the Employee.
- 7.03
1. In the scheduling of part-time employees in the store, the most available part-time hours of work on a weekly basis shall be assigned to such employees within the store within the classification and department on the basis of seniority provided the employee has the qualifications and ability to handle the work to be performed in a competent manner. For the purposes

of this Section, "Department" shall mean Grocery, Produce, Front-End, Bakery, **Meat**, Food Service, Floral and Coffee Bar.

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

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

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



Any unscheduled absence of more than two (2) days will be filled in accordance with 7.03(1).

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

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

- 7.06 Double the regular rate shall be paid for all hours worked after three (3) hours' overtime in any one (1) day.

- 1) All work done on Sunday will be at regular rates plus a one (\$1.00) dollar per hour premium;
- 2) Sunday will be considered the first day of the workweek for payroll purposes;
- 3) The Employer will endeavor to schedule full-time employees no more than one (1) Sunday in every four (4). However, if required for the efficient operation of the business, full-time employees hired or appointed as full-time employees after May 11, 1999, may be scheduled two (2) Sundays in four (4). In such event, they will receive two (2) consecutive days of rest in that week.
- 4) Part-time employees may be required to work no more than one (1) Sunday in four (4), irrespective of their availability. This does not prevent an employee who wishes to work more than one (1) Sunday in four (4) from requesting same. (Part-time employees hired after May 11, 1999 with less than five (5) years of seniority may be required to work no more than two (2) Sundays in four (4).

- 7.07
1. The Employer agrees to schedule employees who work twenty (20) hours or more per week, two (2) consecutive days of rest each week – one (1) of which shall be Sunday.
  2. Part-time employees who qualify for two (2) consecutive days of rest may waive this right by indicating to the Employer in writing during the first week of September, January and May that they do not wish to be scheduled two (2) consecutive days of rest. A copy of the employee's option will be given to the Union.
  3. Should an employee prefer to have some other days off at the time he or she would normally be scheduled for two (2) consecutive days off, as set out

above, he or she shall advise the Employer in writing no later than the week prior to the Thursday on which the next schedule is to be posted and in such an event, the employee will forfeit his or her two (2) consecutive days off in that four (4) week period.

4. In the event the law changes or is rescinded with respect to consecutive days of rest legislation, this Article 7.07 becomes null and void and the Employer agrees to meet with the Union to negotiate the issue.

7.08 All overtime shall be voluntary and shall be performed only after authorization by the Employer.

7.09 Employees shall not be required but shall have the option to take time off at premium rates in lieu of premium pay for overtime, if approved by the Store Manager or designate. Employees shall make such requests in writing. The time off shall be taken at a time mutually agreed within thirty (30) days of the day on which the overtime was worked.

7.10 In the event that overtime is scheduled, the senior employee in the classification and department who normally performs the work to be done shall be given first opportunity to work such overtime.

In the event of authorized unscheduled overtime, the senior employee in the classification and department already at work who normally performs the work to be done shall be given first opportunity to work such overtime.

In either example should no persons in that classification and department be willing to work the overtime, such overtime will be offered to qualified employees in the store in order of seniority.

7.11 Overtime rates of pay based on the regular rate of employees shall apply to employees when they are temporarily occupying classifications outside the scope of the Agreement.

7.12 Shift & Shopping Premium

Employees who work twenty-four (24) hours or more per week, and who are required to work after 6:00 p.m. when the store is open for evening shopping, shall receive a evening shopping premium of seventy-five (75¢) cents per hour, in addition to their regular, hourly rate of pay for each full half hour worked after 6:00 p.m.

Any employee who is required to work on any day between 11:00 p.m. and 7:00 a.m., shall be paid a night shift premium, in addition to his regular, hourly rate, of

two (\$2.00) dollars per hour (Effective February 16, 2019) for each full half hour worked between 11:00 p.m. and 7:00 a.m.

In no event will an employee receive night shift and evening shopping premium for the same hours.

- 7.13
1. Where night stocking takes place, one (1) employee on the night stocking shift shall be designated as a Lead Hand and shall receive a rate of pay seventy-five (\$0.75) cents per hour higher than the highest rate paid to any employee working on the shift.
  2. Where an employee is designated by management to close up and lock the store, he shall receive an additional sixty-five (65¢) cents per hour for all time so designated and scheduled in the absence of store management.

7.14 Premium pay will not be added to employees' hourly rates for the purpose of computing overtime pay.

7.15 Suppliers Representatives

Except prior to new store openings and one (1) week thereafter or during store remodeling to a maximum of one (1) week, suppliers' representatives, other than rack jobbers, or employees of soft drink, salted snacks, bread or bakery will not price products in the store, stock or replenish merchandise other than to rotate or check code dating on shelf stock.

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

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

number of shifts the second week of January of each year. Employees who are students and actively enrolled in a recognized educational facility shall submit a new declaration of availability the second week of January of each year.

4. Subject to the hours of work provisions of the Collective Agreement, employees must be available to be scheduled for work during unrestricted hours.
  5. Failure to be available for scheduled hours (not including call-ins, sickness, leaves of absence or time off for vacations) shall cause the employee to be regarded as having voluntarily terminated provided that during each term of restriction (September 1<sup>st</sup> to August 31<sup>st</sup>) an employee can request an occasional unrestricted day off if approved by the Store Manager or his or her designate. Requested days off shall not be unreasonably withheld.
  6. Restriction of availability shall not in any way interfere with an employee's right to full-time employment under the terms of the Agreement.
  7. Any full-time employee reduced to part-time would be entitled to restrict in accordance with these provisions. Any Courtesy Clerk employee promoted to regular part-time will be entitled to alter his restriction in accordance with these provisions.
  8. The above provisions may be amended by mutual agreement between the parties at any time.
  9. In addition to the minimum availability established in that clause a part time employee hired prior to November 10, 2005 must be available at least one late shift per week .
  10. In addition to the minimum availability established in this clause a part time employee hired after November 10, 2005 must be available at least two shifts per week until closing of the department.
- 7.17 All Courtesy Clerks promoted to regular part-time positions will be allowed to declare their willingness to dip down into the Courtesy Clerk schedule to supplement their regular hours with Courtesy Clerk hours under the following conditions:
1. The declaration of willingness to dip into Courtesy Clerk hours must be made at the time of the promotion.
  2. The employee may revoke the declaration with two (2) weeks' written notice to the Employer. Such revocation is final and permanently

abandons the employee's right to Courtesy Clerk hours, except in the case of layoff.

3. An employee who has declared will be first scheduled in his department as a regular part-time employee in accordance with the Agreement. He will then be scheduled as a Courtesy Clerk employee in accordance with his seniority except that he cannot be scheduled as a Courtesy Clerk on any day he works as a regular part-time employee.
4. These combined schedules will not exceed five (5) days/week or thirty-seven (37) hours/week.
5. The rate of pay for Courtesy Clerk shifts worked will be the rate in effect for the employee prior to the promotion.
6. Only hours worked, as a regular part-time employee will count towards wage scale increases on the regular part-time wage scale. Hours worked as a Courtesy Clerk will only count towards wage scale increases in the Courtesy Clerk scale.
7. When a regular part-time employee obtains Courtesy Clerk hours, those Courtesy Clerk hours will not be added to their regular hours for the purpose of obtaining benefits (except for pension and dental) that could only have been acquired if they had reached a certain level of hours in one department (i.e. Courtesy Clerks vs. regular part-time).
8. Combined hours shall not trigger the creation of a full-time job.
9. In the event of a call-in, it will be offered to the senior employee who is not on either schedule that day and in accordance with this agreement. If the call-in cannot be filled in this fashion it may then be offered to the senior employee in the department who is on the Courtesy Clerk schedule that day and in accordance with this agreement. Scheduled hours have priority over all call-ins.
10. An employee can be promoted from Courtesy Clerk to regular part-time in only one department.
11. An employee may not revert to Courtesy Clerk status except in the first thirty (30) days after the appointment to regular part-time, except where an employee is laid off, in which case he can exercise his seniority back into the Courtesy Clerk classification.

12. Any Courtesy Clerk employee offered a regular part-time position in a department who refuses the appointment will not be considered in the future in that department except as covered in 11 above, or in the event that the employee is unable to accept the position due to the shift requirements of position offered.
13. In the event an employee is scheduled as a Courtesy Clerk on a day and as a result of business fluctuation or an unscheduled absence the employee is required as a regular employee, he/she will receive his/her regular rate of pay for the full shift.

In dealing with business fluctuations it is the intent of the Employer that the following order of preference will be used:

- Shift extensions offered to employees already scheduled in the department and classification provided overtime is not created and the extension fills the business needs of the department. If this does not satisfy the needs of the department then,
- Call-ins as described in 7.04. If this does not satisfy the needs of the department then,
- A Courtesy Clerk shift may be changed to a regular shift as described above.

7.18 In the establishing of daily shifts of hours for part-time employees, the Employer shall, to the greatest extent possible, bearing in mind its business requirements, comply with the principle of “most available hours” on a weekly basis. In addition, the parties agree to institute a change whereby part-time hours will be scheduled subject to the standards as set out below:

1. The parties will institute a 90/10% concept in scheduling of part-time hours in each department.
2. The Employer may allocate ten (10%) percent of the actual part-time hours worked in each department outside of “most available hours” but within all other terms of the Collective Agreement. For this purpose only “Department” shall mean Grocery (including Variety), Produce (including Floral), Front End (including Courtesy Clerks), Food Service (including Deli), **Meat (including Seafood)** and Bakery.

Ninety (90%) percent of the actual part-time hours worked in each department in the store shall be scheduled according to “most available hours”.

Notwithstanding this article or other articles in the Collective Agreement, Courtesy Clerks will not be subject to "Most Available Hours" scheduling but instead will be subject to "Weekly Preference" scheduling. Courtesy Clerk scheduling will be monitored by the scheduling committee.

3. Wherever the principle of "most available hours" on a weekly basis is referred to, it is identified as Article 7.03 (1).
4. The ten (10%) percent shifts will be allocated to employees on the basis of seniority. These shifts shall be identified on the department schedules.
5. In the event that the Union is of the opinion that the Employer has acted contrary to the principle of "most available hours" or the Employer is of the opinion that its bona fide concerns have not been resolved by the "90/10% scheduling concept", either party shall have the right to refer such complaints for discussion and redress to a Committee which shall be established with terms of reference as follows:
  - a) To ensure the above concept is implemented consistently, a Scheduling Committee shall be assigned the responsibility of addressing concerns raised by either party.
  - b) Each party shall assign three (3) persons to the above Committee.
  - c) The Committee will have as a fundamental purpose and objective, the finding of "middle ground" between the Employer's need for flexibility and coverage and the Union's need to protect the principle of most available hours.
  - d) The Scheduling Committee will be provided with the schedules necessary to fulfill its mandate.
  - e) In the event that the Committees cannot agree to a mutually acceptable resolution of any concern, an arbitrator shall be requested during the term of this Agreement, as outlined in Article 24, unless extended by the parties by mutual agreement, to hear the arguments of both sides and to recommend a basis of resolution of the problem. The expenses and fee of the arbitrator shall be borne equally by the Employer and the Union.
  - f) The Committee will have as its additional mandate the consideration of imbalances in hours of work between employees in the same department. Where such an imbalance is identified the committee will

make recommendations to resolve the issue and the Employer will in good faith attempt to implement the recommendations where it will not interfere with the efficient operation of the business.

## ARTICLE 8 – Meal and Rest Periods

### 8.01 Full-Time Employees

1. It is the Employer's intention to schedule rest periods so that no employee shall work more than three (3) consecutive hours without a rest period or lunch break. The parties recognize that rest periods and lunch breaks may be delayed due to unexpected business fluctuations.
2. Full-time employees shall be entitled to two (2) fifteen (15) minute rest periods per day, one in the first half and one in the second half to be scheduled not earlier than one (1) hour after the start of the shift or less than one (1) hour before either the meal period or the end of the shift.
3. Full-time employees will not be required to take a lunch period when working a five (5) hour day provided they advise the Store Manager or his designate at least twenty-four (24) hours prior to the schedule being posted.
4. Where a part-time employee is scheduled thirty-seven (37) hours in a week, the Employer agrees that if a five (5) hour shift is scheduled as part of that week, two (2) rest periods will be provided.

### 8.02 Part-time Employees

1. A part-time employee who works three (3) hours but less than six (6) hours, shall be entitled to one (1) fifteen (15) minute rest period without loss of pay.
2. A part-time employee who works six (6) or more hours, but less than seven (7) hours, shall be entitled to two (2) fifteen (15) minute paid rest periods, one to be taken in the first half of the shift and one in the second half of the shift.
3. A part-time employee who works seven (7) or more hours shall be entitled to two (2) fifteen (15) minute rest periods without loss of pay and one-half (1/2) hour unpaid meal period. The half hour unpaid meal period is to be taken no later than the end of the fifth hour of work.



- 8.03 If an employee is required to work overtime after an eight (8) hour assignment or after the completion of a short day and a meal period of thirty (30) minutes' duration is not scheduled then the employee will be scheduled a fifteen (15) minute rest period, with pay, within one-half (1/2) hour of the end of the first assignment, providing the overtime is for two (2) hours or more.
- 8.04 If an employee is required to work overtime, he shall be entitled to a fifteen (15) minute rest period, with pay, after the employee has completed two (2) hours of overtime and each subsequent two (2) hour period.
- 8.05 Lunch periods shall be thirty (30) minutes unless otherwise mutually agreed between the Employer and the employee.

### ARTICLE 9 - Wage Rates and Job Classifications

- 9.01 Job classifications and the minimum hourly wage rates for all employees covered by this Agreement shall be as set out in Appendix "A" of this Agreement.
- 9.02 Pay shall be by direct deposit and an itemized statement of the employee's pay and overtime hours of work shall be available electronically to all employees.
- 9.03 Classification titles and rates of pay applicable thereto for any new classifications or positions that may be established by the Employer hereafter shall be subject to negotiations and a Supplementary Agreement shall be executed between the Employer and the Union.
- 9.04 An employee who is required to fill temporarily the classification of a Store Manager or Department Manager for one (1) day or more, shall receive as a minimum the hourly differentials as listed below. It is agreed that a Store or Department Manager's scheduled days off are not considered for relief pay.

Relieving Store Manager - \$1.50 per hour above the employee's regular rate;

Relieving First Assistant Store Manager – \$1.25 per hour above the employee's regular rate;

Relieving Food Service Manager, Bakery Manager, Produce Manager, Coffee Bar Operator and Second Assistant Manager – 75¢ per hour above the employee's regular rate;

Effective February 16, 2019 - Relieving Head Cashier – one (\$1.00) dollar per hour above the employee's regular rate;

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

- 9.05 Effective February 16, 2019 - Any employee appointed by the Employer to act as a Produce, Meat or Food Service Department Second, will be entitled to a premium of seventy-five (\$.75) cents per hour for all hours worked or paid.
- 9.06 Notwithstanding anything in this Agreement to the contrary, any employee now receiving a higher rate of pay than is called for in the terms of this Agreement shall not have such rate reduced during the term of this Agreement.
- 9.07 Any employee employed by the Employer shall be given a maximum credit of 1500 hours from the top rate (1000 hours from the top rate for bakers) for previous experience for the purpose of determining his wage rate, providing the employee has comparable experience and has been employed in a retail food store covered by a Union contract in the three (3) years immediately prior to commencement of his employment. Should an employee or the Union fail to file a complaint or grievance within thirty (30) days of the date the Employer sends a Form "B" card to the Union, the Employer shall be liable to make any resulting wage adjustment which may be required only from the date the complaint or grievance was brought to its attention. The Employer may require the employee to provide proof of such experience and shall, in such an event, permit him a period of forty-five (45) days to do so. Upon satisfactory proof being presented, the employee's wage rate shall be adjusted retroactive to the date of his employment. The employee will forfeit any right for this benefit after forty-five (45) days.
- 9.08 The classification of "Service Clerk" shall be composed of: Food Service Clerk, Bakery Clerk, Floral Clerk, Produce Clerk, Grocery Clerk and Meat Clerk.

#### ARTICLE 10 - Paid Holidays

- 10.01 The following days shall be considered holidays for which there shall be no reduction in pay:

NEW YEAR'S DAY, FAMILY DAY, GOOD FRIDAY, VICTORIA DAY, CANADA DAY, SASKATCHEWAN DAY, LABOUR DAY, THANKSGIVING DAY, REMEMBRANCE DAY, CHRISTMAS DAY, BOXING DAY

and any other days proclaimed as holidays by Federal, Provincial or Civic authorities providing such holidays are observed by the majority of the retail grocery businesses in the City.

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

1. not have been voluntarily absent from work on the scheduled workday prior to and following such holiday;
  2. have worked his regular designated weekly hours for the week in which holidays, a holiday or portion of a holiday occur, except for bonafide illness;
  3. it is understood that any employee on leave of absence granted by the Employer at the request of the employee shall not qualify for the statutory holiday pay.
- 10.02 Should any employee be required to perform work on any of the above-mentioned holidays, **they** shall receive in addition to **their** holiday pay, double **their** regular rate for all hours worked.
- 10.03 When a holiday as set out in Article 10.01 falls in any week, the workweek for employees shall be reduced by eight (8) hours or the number of hours proclaimed to be observed in respect of such a week and no full-time employee shall suffer a reduction in take-home pay. Employees working in excess of the reduced hours of work for that week shall be paid, in addition to their regular rate of pay for that week, one and one-half (1 1/2) times for all such hours worked.
- 10.04 Part-time employees who have been employed thirty (30) days or more and have worked an average of at least thirty-two (32) hours or more in the four (4) weeks preceding the week in which the statutory holiday occurs and are available for work the week of the statutory holiday, shall receive eight (8) hours of pay at his regular hourly rate for each holiday.
- 10.05 Part-time employees who have been employed thirty (30) days or more and have worked an average of at least twenty (20) hours or more in the four (4) weeks preceding the week in which the statutory holiday occurs and are available for work the week of the statutory holiday shall receive six (6) hours of pay at his regular hourly rate for each holiday.
- 10.06 Part-time employees who have been employed thirty (30) days or more and have worked an average of at least ten (10) hours or more in the four (4) weeks preceding the week in which the statutory holiday occurs and are available for work the week of the statutory holiday shall receive three (3) hours of pay at his regular hourly rate for each holiday.
- 10.07 In cases not covered by the foregoing or in the event its terms are more favourable to the employee the provisions of the Saskatchewan Employment Act shall apply.
- 10.08 The parties agree that in the staffing of store on statutory holidays the following procedure will be used:

1. Work performed on statutory holidays will be offered (first to full-time then to part-time) to the most senior employees in the department and job classification who have volunteered to perform the work.
2. In order to identify volunteers a notice will be posted in each store in each department. The notice will identify the holiday on which work is offered and will have a signing sheet attached. Those wishing to volunteer will sign the sheet. The above notice will be posted for a one (1) week period, two (2) weeks prior to the week in which the holiday occurs.
3. In the event sufficient employees do not volunteer for the required work the Employer shall have the right to schedule qualified employees from the department, classification and store in reverse order of seniority and the employees so scheduled will work the scheduled shift. The Employer agrees it will endeavor to ensure trained volunteer employees are available. The Employer will not reverse order schedule the same employee more than two (2) times in a calendar year or the same holiday two (2) consecutive years.
4. Those employees who volunteer for and work on the holiday will have the option of requesting in writing, at the time they volunteer, another day off during the week of the holiday. Should the Employer grant a day off, the employee will have a basic workweek of twenty-nine (29) hours including work done on the holiday. If the employee does not request or the Employer is unable to grant an alternate day off, the employee's basic workweek will be thirty-seven (37) hours including work performed on the holiday.
5. It is understood that the granting or denying of the day off will rest solely with the Employer, however the Employer agrees to act in good faith in dealing with requests, subject to the efficient operation of the business.
6. The pay for work performed on holidays will be in accordance with Article 10.02.
7. In the event that the Employer operates its store on Easter Sunday, it will staff on a voluntary basis. If sufficient qualified employees do not volunteer, the Employer will schedule qualified employees in reverse order of seniority.

## ARTICLE 11 - Annual Vacations

### Full-time Employees

- 11.01 Any full-time employee with less than one (1) year's continuous service by May 1st will receive an amount equal to six percent (6%) of their total wages earned

during the period of employment for which no vacation allowance has been paid up to May 1st. Such employee shall be allowed time off for vacation purposes without pay to a maximum of two (2) weeks during the period May 1st to October 31st, inclusive, unless otherwise mutually agreed to between the employee and the Employer.

Full-time employees with eight (8) or more years of continuous full-time service, effective after July 4, 1980, shall receive vacation entitlements for which they qualify in accordance with their current full-time anniversary date.

- 11.02 Any employee after one (1) year's continuous full-time service by May 1st shall receive three (3) weeks' vacation at his regular rate of pay and shall take up to two (2) weeks of such vacation during the period from May 1st to September 30th, unless otherwise mutually agreed upon between the Employer and the employee.
- 11.03 Any employee with eight (8) or more years of continuous full-time service by May 1st shall receive four (4) weeks' vacation with pay at his regular rate of pay; up to two (2) of which shall be scheduled during the established vacation period (May 1<sup>st</sup> – September 30<sup>th</sup>), the balance of the vacation to be established at a time subject to the discretion of the Employer.
- 11.04 Any employee with thirteen (13) years or more of continuous full-time service by May 1st shall receive five (5) weeks' vacation with pay at his or her regular rate of pay; two (2) of which shall be scheduled during the established vacation period, the (May 1<sup>st</sup> to September 30<sup>th</sup>), the balance of the vacation to be established at a time subject to the discretion of the Employer.
- 11.05 Any employee with eighteen (18) years or more of continuous full-time service by May 1st shall receive six (6) weeks' vacation with pay at his or her regular rate of pay; up to two (2) weeks of which shall be scheduled during the established vacation period (May 1<sup>st</sup> – September 30<sup>th</sup>), the balance of the vacation to be established at a time subject to the discretion of the Employer.
- 11.06 Any employee with twenty-three (23) years or more of continuous full-time service by May 1st shall receive seven (7) weeks' vacation with pay at his or her regular rate of pay; up to two (2) weeks of which shall be scheduled during the established vacation period (May 1<sup>st</sup> – September 30<sup>th</sup>), the balance of the vacation to be established at a time subject to the discretion of the Employer.
- 11.07 Should an employee be absent from work in excess of three (3) months in any qualifying year, except for illness and injury, his vacation entitlement will be calculated at 3/52, 4/52, 5/52, 6/52, or 7/52, subject to his continuous full-time service. Instances of illness and injury shall be considered for vacation

entitlement for a period not to exceed twelve (12) months from the commencement of the continuous absence.

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

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

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

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

- 1) Full-time employees shall be given preference in scheduling

vacations.

- 2) Part-time employees who desire time off for vacations shall exercise their seniority to receive vacations over other part-time employees.
- 3) Employees are entitled to receive two (2) weeks of vacation during the period of May 1<sup>st</sup> to September 30<sup>th</sup>. These weeks may be scheduled consecutively.
- 4) Employees may receive their additional weeks of vacation consecutively provided they are taking them outside the period of May 1<sup>st</sup> to September 30<sup>th</sup>.
- 5) Employees will be given an opportunity to indicate a preference for all entitled weeks of vacation with up to two weeks in prime time (May 1<sup>st</sup> to September 30<sup>th</sup>) between January 1<sup>st</sup> and January 31<sup>st</sup>.
- 6) After January 31<sup>st</sup> and before February 15<sup>th</sup> of each year, provided there is a vacant place in the vacation schedule after all selections have been made by all employees based on seniority, any employee may elect and may receive more than two (2) weeks in the prime vacation period.
- 7) After February 15<sup>th</sup> and the vacation planner is posted, employees may without regard to seniority and on a first come, first served basis indicate a preference for vacation period within the remaining available weeks.
- 8) The Employer will post the finalized vacation schedule by February 15<sup>th</sup> of each year.
- 9) Once a vacation schedule has been agreed upon then there shall be no changes except by mutual agreement between the employee and the Employer. It is understood that in an emergency, and replacement help is not available making the vacation schedule inoperable, the schedule may be adjusted by the Company. In adjusting the vacation schedule to make it operable, consideration shall be given to both seniority of and fairness to, the impacted employees.
- 10) As far as it is practical, the Employer agrees to schedule employees for vacations at a period of time when they request time off providing it does not affect the efficient operation of the store. The Union reserves the right to discuss an employee's vacation schedule which, in the opinion of the Union, has not been granted on a fair basis with consideration given to the efficient operation of the store. Should the Employer not agree with the Union's position then the Union may discuss the matter with the Store Manager or the person designated to handle labour relations matters.

- 11) The Employer agrees that weeks will not be “blacked out” on the vacation schedule and an employee may (subject to the terms above) request any week in the year. The Employer agrees to identify on the planner those high volume/ high demand weeks that will be very difficult for an employee to be granted if requested.
- 11.12 Part-time employees proceeding to full-time employment after one (1) year’s full-time employment will be credited with the number of hours accumulated during the employee’s continuous service with the Employer as a part-time employee, and provided the employee’s service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate credit due the employee which will then be applied to Article 11.03, 11.04, 11.05, and 11.06. All employees changing status of full-time to part-time or part-time to full-time will have their vacation paid out and will start accumulating vacation from this new date.
- 11.13 If the employment of a full-time employee is terminated and such employee is entitled to four (4), five (5), six (6) or seven (7) weeks’ vacation with pay, such employee shall receive pay in lieu of vacation calculated at the rate of 4/52, 5/52, 6/52, or 7/52 respectively, as the case may be, of his total earnings from the date he became entitled to his last annual vacation to the date of his termination.
- 11.14 Full time employees shall receive their vacation pay as part of their regular payroll cycle.
- 11.15 Re use of Vacation Entitlement  
Full-time employees may use a maximum of two (2) weeks entitlement in less than full week increments.
- All requests for single day increments must be provided to the Store Manager or designate at least seven (7) days in advance and will be approved at the Employer’s sole discretion. This notice period can be waived by the Employer at its’ discretion. Any individual days of vacation must be scheduled and taken by December 1<sup>st</sup> of each year.
- 11.16 Vacation entitlement must be taken in the calendar year and shall not be carried over to the next calendar year.

#### Part-time Employees

- 11.17 Part-time employees shall receive vacation pay during the month of March, based on their previous year’s earnings, January 1st to December 31st, for which no vacation pay has been received:



- Less than eight (8) years' continuous part-time service - 6%
- Eight (8) years or more of continuous part-time service - 8%
  
- Thirteen (13) years or more of continuous part-time service - 10%
- Eighteen (18) years or more of continuous part-time service - 12%
- Twenty-three (23) years or more of continuous part-time service - 14%

11.18 Upon request of an employee, preferably in writing, the Employer agrees to grant time off in the amount of up to two (2) weeks without pay during the period of May 1st to October 31st for vacation purposes.

11.19 If the employment of a part-time employee is terminated at any time from the commencement of his employment, the Employer shall pay to him, in addition to all other amounts due to him, vacation pay consistent with 11.17 for the period for which no vacation pay has been paid.

#### ARTICLE 12 - Seniority, Promotions, Layoffs, and Rehiring

- 12.01
1. Full-time seniority is defined as the length of an employee's continuous full-time service with the Employer.
  2. Part-time seniority will be defined as an employee's continuous length of service with the Employer.
  3. New employees shall be on probation for four hundred (400) hours worked. The 400 hour period will also be applied to Courtesy Clerks who are appointed to a regular part-time position. In such case the period will be a trial period during which the employee may be reverted to his former position as a result of performance issues at the discretion of the Employer.
  4. An employee who is transferred or promoted out of the scope of this Collective Agreement who subsequently returns to a position covered by this Agreement shall be credited only with seniority acquired while covered by this Agreement provided the employee has continuous service with the Employer.

In the event an employee in a management position with a retail background who has no bargaining unit seniority is put into the bargaining unit, he shall be deemed to have bargaining unit seniority equal to one-half (1/2) of his continuous service with the Employer.

It is understood that the placement of this employee into a full-time position will not result in the displacement of an existing full-time employee.

5. Full-time and part-time seniority lists shall be provided in January and July of each year, with a copy to the Union.
6. When two (2) or more part-time employees are hired on the same day, the Employer will rank employees as determined by Management prior to the completion of the probationary period. The ranking of employees with the same seniority date shall be shown by a numerical designation beside the employee's applicable seniority date.

12.02 Seniority of an employee shall be considered broken and services terminated if an employee:

1. voluntarily leaves the service of the Employer;
2. is dismissed for cause and not reinstated;
3. fails to report back to work when recalled after layoff within two (2) or up to seven (7) days for legitimate reasons such as provable illness, traveling time, or an obligation to give notice to another Employer. A full-time employee who has been laid off continuously for a period of more than six (6) months shall be considered terminated and entitled to the provisions as set out in Article 12.08 or 12.09 as is applicable;
4. is absent from work without a written leave of absence or fails to return to work upon the completion of an authorized leave of absence unless a reason satisfactory to management is given by the employee.

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

It is agreed that a reduction in hours of work for part-time employees (scheduled or actual) shall not be considered a layoff or otherwise trigger this section.

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

- 12.04 The Employer will not reduce the regular scheduled hours of a full-time employee in the store for the purpose of replacing the full-time employee's hours with part-time employees in the store.
- 12.05 When a full-time employee is reduced to part-time by the Employer, the last full-time employee reduced will be the first person returned to full-time, provided the employee involved has the qualifications and ability to handle the work to be performed in a competent manner.
- 12.06 For the purpose of administering Article 7.03 (1), full-time employees reduced to part-time by the Employer will be placed at the top of the part-time seniority list within the store, department and job classification based on his full-time seniority.
- 12.07 In the event an employee's job becomes redundant and that employee has been given, by the Employer, the option of either remaining in the department as a part-time employee in their current classification or moving to another classification and department to attempt to remain full-time then when comparing the seniority of competing full-time employees, total Employer service will be the deciding factor. This means that, for example, if a Baker has more full-time seniority but less total service than a full-time Grocery Clerk, the Baker will be unable to displace that full-time Grocery Clerk.
- 12.08 In the event of discharge, except for just cause, or layoff of an employee who has been employed for at least three (3) continuous months, the Employer shall give the affected employee(s) notice or pay in lieu of notice as follows:
1. one (1) week's written notice where his period of employment is less than one (1) year;
  2. two (2) weeks' written notice where his period of employment is one (1) year or more, but less than three (3) years;
  3. four (4) weeks' written notice where his period of employment is three (3) or more years, but less than five (5) years;
  4. six (6) weeks' written notice where his period of employment is five (5) years, but less than ten (10) years;
  5. eight (8) weeks' written notice where his period of employment is ten (10) years or more.
- 12.09 Full-time employees terminated due to the closing of a store or department shall, if they have been employed for one (1) year or more, be paid one (1) week's

severance pay at their regular rate for each year of service to a maximum of twenty (20) weeks' severance pay. In such cases, the provisions of 12.08 shall not apply.

- 12.10 Part-time employees who are desirous of becoming full-time employees or who wish to increase their hours of work shall inform the Employer in writing. The Employer agrees to give full consideration to the employee's request.
- 12.11 When an employee works thirty-seven (37) hours per week for thirteen (13) consecutive weeks, it shall be determined that a full-time position has been created, except for relief for absences due to illness, injury or leave of absence and the position will be filled in accordance with and subject to Articles 12.13 and 12.14. This provision will not apply for employees hired for a specific project.
- 12.12 Promotions and vacancies not covered elsewhere in the Agreement or Letters of Understanding shall be filled on the basis of ability, qualifications and seniority. The Employer, in determining qualifications, ability and fitness, shall act in good faith and shall not discriminate in any manner.
- 12.13 Job Posting
1. When a full-time position within the scope of the bargaining unit becomes permanently vacant and the Employer determines that the position is to be filled, the Employer agrees to fill said vacancy from part-time employees who have made an application in writing to the Employer as indicated below. The vacancy shall be filled with part-time employees in the same classification and department, providing the senior applicant can perform the normal functions of the job in a competent manner.
  2. Ability to perform the normal functions of the job in a competent manner shall mean that the employee involved is competently performing the normal functions of the job following a training and trial period of twenty (20) days' worked. Should the employee choose to step down before the completion of the twenty (20) days' worked, he may do so, or should the employee not be able to perform the normal functions of the job in a competent manner, the Employer may return the employee to his previous job before the completion of the twenty (20) days' worked. In either event, he would return to his previous position and wage rate without loss of seniority. The Employer shall then make a second selection for the training and trial period from the next senior applicant that remains on the list from the original posting.
  3. When a full-time position becomes vacant, the Employer may fill it by laterally transferring other full-time employees, except that the Employer must post the last such full-time position vacancy. For the purposes of this

section the moves to and from the classifications of cashier and food clerk (excluding file maintenance and customer service which will be dealt with under Article 12.13) are to be considered as lateral moves. Full-time employees who wish to be considered for such a lateral move must advise the Employer in writing at least fifteen (15) days prior to the posting being made. The Employer will consider applications for lateral moves before filling the vacancy from the job posting applications. To be considered for a lateral move the employee must be fully competent in the new area subject to a maximum five (5) shift familiarization period and 2) above does not apply.

4. The following positions shall be open for posting when a full-time vacancy as indicated above occurs:

Journeyman Baker  
 Doughman/Ovenman  
 Table Hand  
 Bakery Helper  
 Cake Decorator  
 Clerk Cashier/Service Clerk  
 Food Clerk (excluding Customer Service/File Maintenance)

5. The job posting shall contain:

- a) classification;
- b) the number of positions to be filled unless the posting indicated "a number of"
- c) the closing date of the posting;
- d) the effective date of the position.

6. The full-time positions which are posted shall be posted according to the following procedure:

- a) Vacant position(s) shall be posted within five (5) days of becoming vacant, unless the Employer decides that said vacant position has become redundant.
- b) Vacant position(s) shall be posted in the store for a period of ten (10) calendar days. A copy of the posting shall be forwarded to the Union at the time of the posting.

- c) Employees wishing to apply for the full-time position posted shall do so on a form provided by the Employer, in triplicate, and shall give said application form to the Store Manager, or management designate, no later than 4:00 p.m. on the 10<sup>th</sup> day, who shall sign it to verify that the employee has made said application for the job posting.
  - d) The original copy shall be kept by the Employer, a copy shall be mailed to the Union office and a copy shall be retained by the employee making the application.
  - e) All employees must have a minimum of twelve (12) months' service with the Employer in order to apply for the position, except that in unusual circumstances and by mutual agreement with the Union, the twelve (12) month period may be waived.
  - f) The name of the successful applicant, along with their seniority date, will be posted in the store within fifteen (15) days of the original posting. The Employer will forward a copy to the Union.
- 12.15 An employee promoted to a higher job classification in the bargaining unit shall be allowed a qualifying period of twenty (20) days worked. If, during this period, the Employer decides the employee is not performing satisfactorily in his new classification, he shall be returned to his former job classification. Similarly, if, during the qualifying period, the employee decides he is unsuited in the new classification, he may revert to his former job classification.
- 12.16 The Employer agrees to notify the Union as far in advance as possible of the closing of the store covered by this Agreement.
- 12.17 When a regular part-time vacancy within a store occurs, the Employer will, upon deciding to fill the vacancy, transfer an employee from another department or job classification in the store who has, in writing to the Employer, indicated their desire for a transfer. For the purpose of this provision, "vacancy" shall mean a job opportunity created by an employee averaging sixteen (16) or more hours per week, over the prior fifty-two (52) weeks, who has left the employ of the Employer. For the transfer to occur, the following conditions must be met:
1. Only regular part-time employees with more than one (1) year of service as a regular part-time employee are eligible for consideration.
  2. Vacancies for certain jobs would not be included in this process (i.e. Customer Service Clerk and Bakery Production). These positions would be filled in accordance with 12.13.

The Employer will insist on the achieving of a floral design certificate as a prerequisite for the employee to be considered in the floral area and/or reserves the right to submit any applicant to a performance test before allowing the move.

3. The Employer will consider employees who have applied to move to a specific department on the basis of ability and seniority. Availability may be considered by the Employer in cases where the employees' restrictions would seriously impact his ability to work the required hours of the vacancy. Where an employee is denied a move under this clause for reasons of ability, the Employer will, upon request, meet with the Union and the employee to discuss and resolve the issue.
4. During the first four (4) weeks of employment in the new job, the employee can opt to revert to his former position, or the Employer can determine the employee is unsuited and revert the employee to his former position. The employee may not restrict his availability during this training period.
5. After successfully completing the above period, the employee would receive hours of work in accordance with his availability and seniority in the new classification and department only.
6. The Employer reserves the right to limit these transfers to not more than one department at any one time.
7. In the event part-time vacancies exist and no part-time employees have requested a move to that department, this provision has no application.
8. The name of the successful applicant will be posted in the store within ten (10) days of the appointment.

### ARTICLE 13 - Union Representatives' Visits

- 13.01 An authorized Representative or Executive Officer of the Union shall be permitted, after notifying the Manager or his designate, to talk with an employee regarding Union matters during regular working hours. The interview of such employees by the Union Representative or the Executive Officer shall be carried on in a place provided for and designated by the Employer. Time taken for such an interview in excess of five (5) minutes shall not be on Employer time. The Union Representative will make every effort to advise the Store Manager or his designate of his arrival at the store.

## ARTICLE 14 - Leave of Absence

- 14.01 1. The Employer agrees to grant time off without pay and without discrimination to not more than one (1) employee designated by the Union for a maximum of six (6) months or longer period as may be mutually agreeable to serve in any capacity on any other official Union business provided that notification is given the Employer in sufficient time to secure a relief person for the job involved.
2. A maximum of three (3) employees will be granted time off (with a maximum of one (1) per department), without pay, to attend a Union Training of less than one (1) week's duration. It is further agreed that the number of employees be limited to a maximum of one (1) per department unless otherwise agreed to by the Employer. The Departments shall be as defined in Article 7.03 (1). The Union agrees that written requests for the leave referred to above be given the Employer as far in advance as possible.
- 14.02 The Employer shall consider a request for Leave of Absence from an employee for personal reasons who has been in the employ of the Employer for twenty-four (24) consecutive months. Such request shall detail the reason for the leave of absence and be submitted in writing to the Store Manager a minimum of four (4) weeks prior to the commencement of the requested leave. The Store Manager shall respond promptly to such requests. The four (4) week time limit may be waived in emergency situations.
- 14.03 The parties agree to comply with the Saskatchewan Employment Act as it applies to Maternity/Parental/Adoption Leave. Any dispute on such leave must be taken up under the terms of the Saskatchewan Employment Act and is subject to the grievance and arbitration sections of this agreement.
- 14.04 Upon completion of two (2) years' service, an employee shall be entitled to one (1) year's leave of absence, without pay, but with the maintenance of seniority rights, for the purpose of educational upgrading or training. An employee granted leave under this section may be required to remain in the service of the Employer for one (1) year after the completion of the leave of absence. The number of employees entitled to leave of absence may be limited to one (1).
- 14.05 1. Full-time and part-time employees, averaging twenty-four (24) hours or more per week in the four (4) weeks preceding the bereavement, may be granted time off from work, with pay, to a maximum of five (5) consecutive scheduled workdays, in the event of death in the immediate family. The length of such time off work shall be determined by the Employer, provided the employee



attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-parent and step-children.

2. Part-time employees averaging less than twenty-four (24) hours per week may be granted the necessary time off up to two (2) days without loss of pay to attend the funeral in the event of death in the immediate family.

14.06 If an employee is requested to serve as a pallbearer, the Employer agrees to arrange for the employee's day off to coincide with the day of the funeral. In the event the day off cannot be changed to accommodate the day required, a leave of absence, without pay, will be granted.

#### ARTICLE 15 - Jury and Witness Pay

- 15.01 Full-time employees summoned to jury duty or subpoenaed as a witness in a Court of Law or any employee acting as a witness on behalf of the Employer shall be paid wages amounting to the difference between the amount paid them for jury services or witness and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from jury duty or as a witness the rest of that day or days and fails to report back to work or if the jury or witness duty occurs on the employee's scheduled day off.
- 15.02 Part-time employees averaging more than twenty-four (24) hours/week in the four (4) weeks preceding, summoned to jury duty, shall be paid wages amounting to the difference between the amount paid them for jury duty and the amount they would have received had they worked to a maximum of eight (8) hours/day and thirty-seven (37) hours/week. This does not apply if the employee is excused from jury duty the rest of the day or days and fails to report back to work or if the jury duty occurs on the employee's scheduled day off.

#### ARTICLE 16 - Sick Leave

- 16.01 Full-time employees shall accumulate credits at a rate of four (4) hours for every month in which the employee works or is paid at least half of the available working time for a full-time employee to a maximum of one hundred and sixty (160) hours credit. Hours worked or paid shall include sick days, vacation, union leaves not to exceed thirty (30) days, statutory holidays, jury and bereavement leave but shall not include Weekly Indemnity, LTD or WCB.

16.02 Sick Leave - Part-time

- 1 Part-time employees, who have qualified for group insurance benefits, shall commence to accumulate sick leave credits on the basis of four (4) hours for each four (4) week reporting period that they work one hundred and twenty-eight (128) hours or more as set out in (3) below, to a maximum of one hundred and twenty (120) hours.
2. The four (4) week reporting period shall be the same four (4) week reporting periods that are used in determining their eligibility for dental benefits under the Saskatchewan R.W.D.S.U. Dental Plan.
3. After working thirteen (13) consecutive weeks for thirty-two (32) hours or more per week, the part-time employee shall be eligible to commence accumulation at the commencement of the next reporting period.
4. All paid time off (statutory holidays, sick pay from accumulated sick leave credits) shall be counted for the purposes of determining hours worked in that reporting period. Union leaves not to exceed thirty (30) days shall be counted toward accumulation.
5. Sick leave pay shall be applied only to absences on the employee's regularly scheduled work days.

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

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

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

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

The Employer will be under no obligation to pay for the completion of forms that are required to be completed for the receipt of benefits under Weekly Indemnity, WCB or LTD plans.

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

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

- 16.05 The Employer shall apply any accumulated sick leave to absence due to sickness not covered by insured Weekly Indemnity benefits and may supplement Weekly Indemnity benefits with unused sick leave credits in an amount equal to, but not to exceed, the employee's normal earnings.
- 16.06 Employees, if found abusing the privilege, shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefit of the employee, or terminate the employee.
- 16.07 The Employer shall make available its Group Insurance Plan to eligible employees providing benefits as set out in the brochure, "Benefits Program for Sobeys Inc. Dealers and Affiliates".

The above-mentioned Plan will be provided to eligible employees at no cost to the employee.

- 16.08
1. Weekly Indemnity: The Weekly Indemnity Plan will provide benefits of seventy (70%) percent of an employee's weekly income with no maximum benefit level after the third day of illness or from the first day of absence in the event an employee is hospitalized.
  2. Full-time employees in the bargaining unit who have not already qualified for the Employer's group insurance benefits as part-time employees shall be covered after working three (3) consecutive months as full-time. Part-time employees in the bargaining unit shall be covered by the Employer's group insurance benefits after working thirty-two (32) hours per week during any thirteen (13) consecutive week period. Part-time employees hired after May 11, 1999 who subsequently qualify as indicated above, and who restrict their availability and as a consequence average less than thirty (30) hours per week during any thirteen (13) consecutive week period, shall be disqualified

from the Employer's group insurance plan. An employee who disqualifies under this clause will be entitled to re-qualify as noted above.

#### 16.09 Long-Term Disability

1. The Employer will establish a Long-Term Disability Plan to provide full-time employees a monthly income benefit equal to sixty (60%) percent of the employee's base weekly earnings as at the date of disability, subject to a maximum monthly income benefit level of \$1,500 for long-term disability claims occurring on or after July 26, 1992, (\$2000 for long-term disability claims occurring on or after June 5, 2011) less income payable to the employee from any other source on account of the same disability. The benefit is payable to those employees regarded as totally disabled according to the Long-Term Disability insurance contract and covers total disabilities that commence after December 13, 1982.

The monthly benefit is payable no earlier than the 27<sup>th</sup> week of disability when the employee has exhausted benefits from the Employer's Weekly Indemnity Plan and benefits payable (if any) from Employment Insurance. Benefits are payable to the earliest of: attainment of age 65, death, recovery, or attainment of that age at which the employee may retire from any private pension plan to which the Employer contributes on an unreduced pension or the equivalent of an unreduced pension through a supplemental payment.

2. The premium cost of the Plan will be paid by the Employer.

### ARTICLE 17 - Safety and Health

- 17.01 The Employer and the Union agree to co-operate in creating and maintaining a Health and Safety Committee in accordance with the Saskatchewan Employment Act.

### ARTICLE 18 - Uniforms

- 18.01 The Employer agrees that during the term of this Agreement, it will provide aprons to employees who are required to wear same, the employee being responsible for laundering the apron, or such other arrangements as may be mutually agreed to between the employee and the Employer. Special clothing such as raincoats, parkas and bakers' whites will continue to be supplied by the Employer, where required in accordance with past practice.

18.02

1. Employees will be provided with one (1) shirt at time of hire.
2. Every September all employees with a minimum of one (1) year of service may request and receive one (1) additional shirt as long as the employee remains actively employed.
3. New employees who terminate their employment or who are terminated by the Employer prior to completion of their probationary period will be required to return the shirt. If they fail to return the shirt they may have the cost of the shirt deducted from their final paycheque.
4. Employees are required to maintain their work attire in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the Employer at cost. Shirts will be available in appropriate sizes.
5. This will not apply to employees who do not wear the uniform/khaki shirt at work but will apply to Coffee Bar.

ARTICLE 19 - Cash Shortages

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

ARTICLE 20 - Notice Board

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

ARTICLE 21 - Union Shop Decals

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

## ARTICLE 22 - Strike and Lockout

- 22.01 It is hereby agreed that during the life of this Agreement, there shall be no strike, slowdown or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Employer.
- 22.02 The Union agrees not to call a meeting of its members, who are employees of the Employer, during any hours which will interfere with the normal operations of the Employer.

## ARTICLE 23 - Adjustment of Grievances

- 23.01 Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by the Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance. It is understood that the foregoing will not limit an employee's right under the Saskatchewan Employment Act to present a grievance.
- 23.02 Any employee, the Union, or the Employer may present a grievance. Any grievance which is not presented within two (2) weeks (fourteen (14) days), or in the case of dismissal, within one (1) week (seven (7) days) following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved parties.
- 23.03 The procedure for adjustment of disputes and grievances shall be as follows:
1. by a discussion between the Shop Steward or Union Representative (with or without the aggrieved employee or employees present at their option) and the Store Manager. The Store Manager shall make a decision on the matter within five (5) working days and if agreement is not reached, then  
  
the employee shall report his complaint to the Union Representative or Representatives, who will take the matter up with the Employer, which shall make a decision on the matter within twenty-one (21) days. If a satisfactory settlement cannot be reached then, upon request of either party, within ten (10) days of receiving the decision of the Employer or within ten (10) days of their failure to respond as noted above but not thereafter, the matter shall be referred to the Board of Arbitration established by Article 24.
- 23.04 All negotiations with respect to disputes and grievances shall be dealt with during regular working hours and no employee or employee's representative shall suffer any loss of pay.
- 23.05 When an employee in the bargaining unit is the subject of a disciplinary interview

(where the Employer intends to discipline the employee, such as to be given a written reprimand, suspension or discharge), said employee shall have a shop steward present, or, in the absence of a shop steward, an employee from his store on duty at the time agreeable to the employee concerned, in the bargaining unit, from the commencement of the interview.

In the event an investigative interview is to be held and there is no shop steward in the store available to attend the meeting, the Employer agrees to use its best efforts to contact the paid union representative or Chief Shop Steward to advise him of the meeting and invite him to attend. The Chief Shop Steward may attend at no cost to the employer.

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

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

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

#### ARTICLE 24 - Board of Arbitration

- 24.01 Any dispute or grievance presented under Article 23 of this Agreement that cannot be settled by representatives of the Employer and the Union shall be submitted to a Board of Arbitration at the request of either party. Such request for arbitration shall be made by one party to the other in writing within fifteen (15) working days of receiving the final written decision of the other, referred to in Article 23.03 (2). The request for arbitration shall be accompanied by the nomination of the party's representatives to the Board of Arbitration. Within one (1) week after receipt of such request, the other party shall nominate their representative to the Board of Arbitration.
- 24.02 A single Arbitrator may be used in cases where both the Employer and the Union mutually agree.
- 24.03 The nominees and the Chairman as selected hereinafter or the Chairman alone as referred to in 24.02 shall constitute the Board of Arbitration.
- 24.04 The Chairman is to be selected by mutual agreement between the Employer and the Union and if no agreement reached, the Chairman is to be selected by the Minister of Labour.

- 24.05 No person shall serve on the Board of Arbitration if he is involved directly in the labour controversy under local consideration.
- 24.06 Grievances taken before the Board of Arbitration shall be submitted in writing and shall specify clearly the nature of the grievance.
- 24.07 When the Board of Arbitration has been formed in accordance with this Article, it shall meet and hear evidence of both sides and render a decision after it has completed its hearing and investigation.
- 24.08 The Board of Arbitration, in reaching its decision, shall be governed by the provisions of this Agreement. A decision of a majority of the Board shall be taken to be the decision of the Board and shall be final and binding on all parties concerned.
- 24.09 It is distinctly understood that the Board of Arbitration is not vested with the power to change, modify or alter this Agreement in any of its parts. The Board may, however, interpret the provisions of this Agreement.
- 24.10 It is agreed that the expenses and fee of the Chairman of the Board of Arbitration shall be borne equally by the Employer and the Union. The fees and expenses of the Union nominee will be borne by the Union and the fees and expenses of the Employer nominee will be borne by the Employer.
- 24.11 The Board of Arbitration shall have authority to uphold, change, modify, alter or dismiss the penalty in suspension or dismissal cases.

#### ARTICLE 25 - Workers' Compensation

- 25.01 Employees who are injured at work will suffer no loss in pay on the date of the injury.

#### ARTICLE 26 - Saskatchewan R.W.D.S.U. Dental Plan

- 26.01 The Employer agrees to make a direct contribution to the "Saskatchewan Retail Wholesale and Department Store Employees Dental Trust Fund" hereinafter known as "The Fund" of thirty-four (34¢) cents per hour effective June 17, 2018, **(thirty-nine (\$0.39) cents per hour effective Sunday following ratification and forty-four (\$0.44) cents effective March 16<sup>th</sup>, 2022)** for each straight time paid hour. Paid hours shall mean regular hours paid, sick pay (not including weekly indemnity) full-time employees' vacation as set out in Articles 11.02, 11.03, 11.04, 11.05, 11.06 and paid holidays to all employees in the bargaining unit to the maximum of the basic work week. Such contributions shall not exceed **twelve dollars and fifty-eight cents (\$12.58) per week effective March 16,**



**2019 (fourteen dollars and forty-three cents (\$14.32) per week effective Sunday following ratification and sixteen dollars and twenty-eight cents (\$16.28) per week effective March 16<sup>th</sup>, 2022).** Such contributions shall be forwarded to The Fund within twenty-one (21) days following the Employers' four (4) or five (5) week accounting period.

26.02 The Fund will be administered by a Board of Trustees.

26.03 It is agreed that in the event the Government of Canada or the Province of Saskatchewan provides a non-contributory Dental Care Plan with similar benefits the Employer's obligations to continue contributions to The Fund shall cease. It is further understood should a government plan be introduced which duplicates some but not all of the benefits of The Fund then these benefits shall be deleted from The Fund and the Employer's contribution in respect to the cost of these benefits as determined by the administrator shall cease.

26.04 All details of the benefit plan to be established including, but not limited to, matters of eligibility, coverage and benefits shall be as determined by the trustees of The Fund in accordance with the provisions of the "Agreement and Declaration of Trust" between the contracting parties.

#### ARTICLE 27 - Saskatchewan R.W.D.S.U Health, Safety and Training Fund

27.01 Effective January 1, 2006, the Employer shall contribute two (2¢) cents per hour to the Saskatchewan R.W.D.S.U. Health, Safety, and Training Fund for training or education of employees in the bargaining unit for job related purposes.

The hours for which the Employer will contribute the above hourly amount will be the same as contributed for the Dental Plan and be remitted to the Fund in the same manner.

The Union agrees to provide the Employer with the Declaration of Trust Agreement for the Fund established by the Union for this purpose.

#### ARTICLE 28 - Duration of Agreement

28.01 This agreement shall be effective from the **28<sup>th</sup> day of June 2020** and shall remain in force until the **27<sup>th</sup> day of June 2023**. Nothing in this agreement is retroactive unless specifically provided herein by the parties.

28.02 For greater certainty, the parties expressly acknowledge and agree that neither of them will give notice to negotiate a new or revised collective agreement until the 60 to 120 day period preceding the expiry of the collective agreement and,

subject to compliance with other statutory preconditions, that neither of them will be in a position to strike or lock out until the collective agreement has expired.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, **2022.**

ON BEHALF OF THE UNION:

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ON BEHALF OF THE EMPLOYER:

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**APPENDIX "A"**

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

**Wage Scales****APPENDIX A****A-1 Second Assistant Manager,  
Produce Department Manager**

	Current	March 27, 2022	June 27, 2022
	23.62	23.77	23.97

**A-2 Food Service Manager \***

	Current	March 27, 2022	June 27, 2022
	24.02	24.17	24.37

\*Food Service Managers who supervise a Service Meat Counter will have an additional 65¢/hour added to their above-noted rate of pay.

**A-3 Bakery Department Manager**

	Current	March 27, 2022	June 27, 2022
	24.53	24.68	24.88

**A-4 Head Cashier**

	Current	March 27, 2022	June 27, 2022
	23.43	23.58	23.78

**FOR EMPLOYEES HIRED PRIOR TO MAY 11, 1999****A-5 Clerk Cashiers, Meat Clerks, Service Clerks,  
Foods Clerks, Bakery Helpers, Cake Decorator**

	Current	March 27, 2022	June 27, 2022
	22.43	22.58	22.78

**A-6 Journeyman Baker/Ovenman/Doughman/Tablehand**

	Current	March 27, 2022	June 27, 2022
	22.47	22.62	22.82

**A-7 Tier 2 (Clerk Cashiers, Meat Clerks, Service Clerks  
(Deli Clerks, Floral Clerks, Bakery Clerks), Food Clerks,  
Bakery Helpers, Cake Decorators, Doughnut Fryers**

HOURS	Current	HOURS	Effective March 27, 2022	Effective June 27, 2022
0 – 200 hrs	11.81	0 - 500 hrs	11.81	11.81
201 – 400 hrs	11.81	501 - 1000 hrs	11.91	11.91
401 – 600 hrs	11.81	1001 – 1500 hrs	12.01	12.01
601 – 800 hrs	11.81	1501 – 2000 hrs	12.11	12.11
801 – 1000 hrs	11.81	2001 – 2500 hrs	12.21	12.21
1001 – 2000 hrs	11.81	2501 – 3000 hrs	12.31	12.31
2001 – 3000 hrs	11.81	3001 – 3500 hrs	12.41	12.41
3001 – 4000 hrs	11.81	3501 – 4000 hrs	12.51	12.51
4001 – 4500 hrs	11.86	4001 – 4500 hrs	12.61	12.61
4501 – 5000 hrs	11.96	4501 – 5000 hrs	12.71	12.71
5001 – 5500 hrs	12.22	5001 – 5500 hrs	12.81	12.81
5501 – 6000 hrs	12.68	5501 – 6000 hrs	12.91	12.91
6001 – 6500 hrs	13.23	6001 – 6500 hrs	13.23	13.23
6501 – 7000 hrs	13.66	6501 – 7000 hrs	13.66	13.66
7001 – 7500 hrs	14.21	7001 – 7500 hrs	14.21	14.21
Over 7500 hrs	19.65	Over 7500 hrs	19.80	20.00

**A-8 Tier 2 BAKERY PRODUCTION  
(Journeyman Baker, Dough/Oven/ Table Hand/ Meat Production)**

HOURS	Current	HOURS	Effective March 27, 2022	Effective June 27, 2022
0 – 200 hrs	11.81	0 - 500 hrs	11.81	11.81
201 – 400 hrs	11.81	501 - 1000 hrs	11.91	11.91
401 – 600 hrs	11.81	1001 – 1500 hrs	12.01	12.01
601 – 800 hrs	11.81	1501 – 2000 hrs	12.11	12.11
801 – 1000 hrs	11.81	2001 – 2500 hrs	12.21	12.21
1001 – 2000 hrs	11.81	2501 – 3000 hrs	12.31	12.31
2001 – 3000 hrs	11.81	3001 – 3500 hrs	12.41	12.41
3001 – 4000 hrs	11.92	3501 – 4000 hrs	12.51	12.51
4001 – 4500 hrs	12.46	4001 – 4500 hrs	12.61	12.61
4501 – 5000 hrs	12.99	4501 – 5000 hrs	12.99	12.99
5001 – 5500 hrs	13.52	5001 – 5500 hrs	13.52	13.52
5501 – 6000 hrs	14.04	5501 – 6000 hrs	14.04	14.04
6001 – 6500 hrs	14.57	6001 – 6500 hrs	14.57	14.57
6501 – 7000 hrs	15.10	6501 – 7000 hrs	15.10	15.10
7001 – 7500 hrs	15.62	7001 – 7500 hrs	15.62	15.62
Over 7500 hrs	21.55	Over 7500 hrs	21.70	21.90

Any Bakery Production Tier 2 employee designated by the Employer to be the Second Person in the Bakery will receive a premium of one dollar (\$1.00) or the rate whichever is less for all time so designated.

**A-9 Tier 2 COURTESY CLERKS**

HOURS	Current	Effective March 27, 2022	Effective June 27, 2022
0 - 500 hours	11.81	11.81	11.81
501-1000 hours	11.81	11.91	11.91
1001-1500 hours	11.81	12.01	12.01
1501-2000 hours	11.81	12.11	12.11
2001–2500 hours	11.81	12.21	12.21
Over 2500 hours	12.15	12.31	12.50

**A-10 Tier 2 COFFEE BAR SERVERS**

	Current	Effective March 27, 2022	Effective June 27, 2022
0 - 500 hours	11.81	11.81	11.81
501-1000 hours	11.81	11.91	11.91
1001-1500 hours	11.81	12.01	12.01
1501-2000 hours	11.81	12.11	12.11
Over 2000 hours	14.40	14.55	14.75

**A-11 Tier 2 COFFEE BAR OPERATORS**

	Current	Effective March 27, 2022	Effective June 27, 2022
0 - 500 hours	14.40	14.40	14.40
501-1000 hours	16.40	16.40	16.40
Over 1000 hours	17.40	17.55	17.75

**Effective June 5, 2011 any premiums applied over and above wage rates will cease.**

**A-12**

Effective March 5, 2006 all employees on the "hired after May 11, 1999" scale except those at a wage rate of \$7.75, \$8.00 (the 0 - 500 and 501 - 1000 hour Tier 2 Sales/Service Clerk rate) and \$8.75 (the 0 - 500 Tier 2 Bakery Production rate) who have already received wage increases on November 13, 2005, will be given an increase of 25¢/hour or be placed on the next higher rate in the new wage scale applicable to Tier 2 employees hired after November 13, 2005, whichever is greater. If the employee receives 25¢ per hour increase he/she will be treated as on an off scale rate until his/her service or experience qualify him/her for a higher rate in the new Tier 2 scale. He/she will be credited with the required number of hours to maintain that rate and will thereafter progress up the scale in accordance with hours worked or paid. If the employee is placed on the next higher rate in the new wage scale applicable to Tier 2 employees he/she will be credited with the number of hours required to maintain that rate and will thereafter progress up the Tier 2 scale in accordance with hours worked or paid.

### **A-13 Courtesy Clerks**

1. In the event a Courtesy Clerk who is on the payroll prior to November 1, 1987, is appointed to a regular part-time position, the Courtesy Clerk would receive credit for fifty (50%) percent of his Courtesy Clerk hours to a maximum of 1920 hours for the purposes of establishing his wage rate in the new classification scale.

Any Courtesy Clerk hired after November 1, 1987, who is appointed to a regular part-time position, will be placed at the next higher rate in the new scale and will be credited with the number of hours required to maintain that rate.

2. In the hiring of regular part-time employees, the Employer would consider employees in the Courtesy Clerk classification before hiring any new employees. In the appointment of Courtesy Clerks to regular part-time positions, the provisions of Article 12.13 will not apply.
3. Courtesy Clerks would have no claim on hours available to regular part-time employees in the store and correspondingly regular part-time employees in the store would have no claim on Courtesy Clerks hours unless Courtesy Clerks perform work not in (4) below, and except as covered in Article 7.17.
4. Courtesy Clerks duties are limited to basket retrieval, bagging, carryouts, handling and sorting empty returnable beverage containers, price checks, sweeping the entire sales floor, filling checkstands with bags, cleaning up spills, damp mopping, parcel pick up duties, perishable replacements, getting change, all take-backs, clean-up in the lunch room and washrooms, and clean-up in parking lot around the store.
5. In the event a Courtesy Clerk is asked by management to perform duties and does perform duties outside those contemplated in 4) above, the employee will be entitled to the top rate of the appropriate classification for his full shift, except as covered in Article 7.17.
6. Courtesy Clerks are not intended to replace existing employees but to supplement them. This phrase is intended to mean that the impact on existing employees' hours will be held to as little as possible, however, in any case, no existing employee will be laid off or have zero (0) hours as a result of Courtesy Clerks unless seasonal or business fluctuations dictate a lower general overall staffing level.
7. The Employer agrees to have only one employee per front end checkstand on duty at any one time classified as Courtesy Clerks during store opening hours and to a maximum of one-half (1/2) hour after store closure. If there are twelve (12) or more front end checkstands, an additional two (2) Courtesy Clerks may be scheduled. On Saturday, this two (2) may be three (3). Where night shopping does not take place, the one-half (1/2) hour referred to above may be one (1) hour.

**A- 14 WAGE SCALE FOR EMPLOYEES HIRED ON OR AFTER FEBRUARY 16, 2019**

**Sales Service Clerk and Courtesy Clerk employees hired after the date of ratification as follows:**

	<b>Current</b>	<b>Effective March 27, 2022</b>	<b>Effective June 27, 2022</b>
<b>0 - 500 hours</b>	<b>11.81</b>	<b>11.81</b>	<b>11.81</b>
<b>501 - 1000 hours</b>	<b>11.81</b>	<b>11.91</b>	<b>11.91</b>
<b>1001 – 1500 hours</b>	<b>11.81</b>	<b>12.01</b>	<b>12.01</b>
<b>1501 – 2000 hours</b>	<b>11.81</b>	<b>12.11</b>	<b>12.11</b>
<b>2001 – 2500 hours</b>	<b>11.81</b>	<b>12.21</b>	<b>12.21</b>
<b>2501 – 3000 hours</b>	<b>11.81</b>	<b>12.31</b>	<b>12.31</b>
<b>3001 – 3500 hours</b>	<b>11.81</b>	<b>12.41</b>	<b>12.41</b>
<b>3501 – 4000 hours</b>	<b>11.81</b>	<b>12.51</b>	<b>12.51</b>
<b>4001 – 4500 hours</b>	<b>11.86</b>	<b>12.61</b>	<b>12.61</b>
<b>4501 – 5000 hours</b>	<b>11.96</b>	<b>12.71</b>	<b>12.71</b>
<b>5001 – 5500 hours</b>	<b>12.50</b>	<b>12.81</b>	<b>12.81</b>
<b>5501 – 6000 hours</b>	<b>12.80</b>	<b>12.91</b>	<b>12.91</b>
<b>Over 6000 hours</b>	<b>13.50</b>	<b>13.65</b>	<b>13.85</b>
<b>Senior Clerk</b>			
<b>0 - 500 hours</b>	<b>14.50</b>	<b>14.50</b>	<b>14.50</b>
<b>501 - 1000 hours</b>	<b>15.25</b>	<b>15.25</b>	<b>15.25</b>
<b>1001 – 1500 hours</b>	<b>16.00</b>	<b>16.00</b>	<b>16.00</b>
<b>1501 – 2000 hours</b>	<b>17.10</b>	<b>17.10</b>	<b>17.10</b>
<b>Over 2000 hours</b>	<b>18.05</b>	<b>18.20</b>	<b>18.40</b>

All new Sales/Service Clerks will progress to the top of the Sales/Service Clerk scale. They will then progress to the Senior Sales/Service Clerk scale when the Senior Sales/Service Clerk hours as a percentage of the total Sales/Service Clerk hours hired after the date of ratification is less than twenty-five (25%) percent. This calculation will be done, by store, two times per year (April 15 and October 15).

All new Courtesy Clerks hired after the date of ratification will progress up the wage scale based on hours worked or paid to the two thousand and one (2001) level in the new wage scale above and be capped at that level.



## **A-15 Wage Increases**

- Lump-sum Payment:

Lump-sum payment payable to employees who are on the payroll of the Employer on the date of ratification as listed below. Lump-sum payment would be paid within four (4) weeks of Sunday following ratification:

- All full-time employees will receive a lump-sum payment of \$800, less deductions;
- Part-time employees at 24 hours or greater will receive \$500, less deductions;
- Part-time employees with less than 24 hours - \$250, less deductions

The words “on the payroll of the Employer” shall included all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, short-term disability, workers’ compensation, maternity leave or parental leave.

- Wage Increase

Current Top Rates or Over-scaled employees hired prior to date of ratification

- Effective Sunday following ratification all active employee who were on the payroll at the top rate or over-scale as of the date of ratification shall receive \$0.35 per hour wage increase. \$0.15 will be applied to the top rate in the scales.
- Effective June 26, 2022, all active employees who were on the payroll at the top rate or overscale as of date of ratification shall receive \$0.40 per hour wage increase. \$0.20 will be applied to the top rate in the scales.

## **A-16 Minimum Wage Increase**

In the event that Provincial minimum wage rate increases, the scales will start at the new minimum wage and employees will progress at ten cent (10¢) increases every five hundred (500) hours until their class hours correspond to an existing rate on the employees’ scale.

An employee hired on an off-scale rate will progress at ten cent (10¢) increases every five hundred (500) hours until their class hours correspond with an existing rate on the employee’s scale.

In all cases employees in the progression or start rate will receive a minimum ten cent (10¢) increase every five hundred (500) hours.

**APPENDIX "B"**

It is agreed that the Employer shall supply every new employee with the following Form "A" as of the date the new employee commences employment.

FORM "A" to:

New Employee:

Name

---

Address

---

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

1. Article 5 - Union Security

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

2. Article 6 - Dues Check-Off

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

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

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

Per \_\_\_\_\_

## APPENDIX "B"

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

FORM "B" to:

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

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

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

Name of Employee \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Employment Started \_\_\_\_\_ Full-Time \_\_\_\_\_

Part-Time \_\_\_\_\_

Wage Rate \_\_\_\_\_ Job Classification \_\_\_\_\_ Store Employed \_\_\_\_\_

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

Name of Employer \_\_\_\_\_ Years or months of Experience \_\_\_\_\_

If out of province, proof of previous experience submitted \_\_\_\_\_

Employee: \_\_\_\_\_

Employer: \_\_\_\_\_

## APPENDIX "C"

GENERAL FRAMEWORK FOR RESTRUCTURING  
LABOUR COSTS IN OUR SASKATCHEWAN RETAIL STORES

Pursuant to Letter of Understanding of the current collective agreement, the Employer will at its sole discretion offer a voluntary buyout program with a General Framework for Restructuring

Labour Costs similar to those set out in "Appendix C" of the Collective Agreement, except that the "bought and attrition hours" for full time will be thirty-seven (37) hours per week.

- a) Buyout - The objective is to allow the Employer to restructure its labour costs in the Saskatchewan stores. The intent is to minimize the impact on existing employees and instead to affect replacement employees hired after ratification. The terms contained in this Restructuring Proposal supersede any conflicting provisions of the Collective Agreement (including appendices and Letters of Understanding).
- b) For the purposes of this Collective Agreement the following definitions will be used. Tier 1 employee is an existing employee who is on the wage scales applicable to regular employees. A Tier 2 employee is an employee hired on or after November 13, 2005 or a Courtesy Clerk promoted out of the Courtesy Clerk category after November 12, 2005. Regular hours will be known as Tier 1 hours. Hours acquired from the buyout and subsequent attrition after the effective date of this agreement will be known as Tier 2 hours. Where "effective date of the agreement" is used in this document it is intended as meaning November 13, 2005.
- c) A voluntary Buyout will be offered to any full-time or part-time employee, excluding those employees whose rate of pay is less than \$13.50/hour (\$11.50 for Swift Current and Prince Albert), on the terms and conditions hereinafter described.
- d) The Employer will provide employees thirty (30) days in which to make application for the buyout. The buyout payment will be provided to each employee accepted for the buyout, directly to the employee with income tax withholding, transferred into an RSP (to the extent permitted by law) or such other method suggested by the employee and acceptable to the Employer.
- e) The Employer reserves the right to limit the number of employees accepted for the buyout to a number per department and in total that would not affect the efficient operation of the business. Senior employees in the department will be given priority over junior employees in the department.

- f) Eligible employees for the buyout shall be employees in Prince Albert who have a minimum seventy-four (74) regular hours worked during the fifty-two (52) weeks prior to the buyout.
- g) A person who is not actively at work on the date of the buyout and does not satisfy the seventy-four (74) hour rule will be offered the buyout if he/she returns to work and resumes his/her normal duties within twelve (12) months from the announcement of the buyout and he/she competently performs his/her normal duties for a minimum of three (3) months from date of return. Upon the completion of the three (3) month period the employee would be eligible to apply for the buyout. The buyout would be based on the average of hours worked in the three (3) month period divided by the weeks the employee worked.
- h) The bought and attrition hours for a full-time employee will be thirty-seven (37) per week. The bought and attrition hours for a part-time employee will be determined by averaging the regular hours worked per week of each employee, based on the fifty-two (52) week period ending November 5, 2005. The Employer will also obtain for scheduling purposes certain hours vacated by attrition occurring after the buyout up to a total of 40% of the hours worked in each store with the remaining hours staying on the Tier 1 schedule.

The parties agree that all hours up to 25% of the hours worked in the bargaining unit will be acquired by the Employer through the buyout and subsequent attrition. Attrition thereafter will be shared with the Employer acquiring 50% of all attrition hours after 25% of attrition hours and up to 40% of attrition hours with the remaining hours on the Tier 1 schedule.

If the Employer works more than 40% of the hours at the Tier 2 rate, except as otherwise contemplated elsewhere in this agreement, then a correction to account for the over scheduling will take place in the next four (4) week period in the amount equal to the hours over worked as monitored by the in-store Joint Labour Management (JLM) committee.

- i) 1) The Employer will schedule the hours created by the buyout and subsequent attrition to newly hired Tier 2 employees. Tier 2 employees hours would not be based on most available hours but instead would be a weekly preference schedule (i.e. the senior employee would be scheduled as many or more hours including call-ins, in the week than the junior employee all other factors being equal to a maximum of thirty (30) hours per week). The thirty (30) hour cap may be exceeded at the discretion of the Employer should the needs of the business dictate. Newly hired Courtesy Clerks after the date of ratification would also be subject to the thirty (30) hour cap as noted above. Tier 1/Courtesy Clerk employees may dip down for Tier 2 hours or Courtesy Clerk hours but not both. Courtesy Clerks promoted to

part-time employees after the date of ratification will be considered to be Tier 2 employees but will not be limited to the thirty (30) hours per week cap.

- 2) Tier 1 employees shall be given an opportunity to maximize their weekly hours of work in addition to their regular weekly hours worked in a store by working Tier 2 hours, which become available as a result of the buyout or normal attrition. Such hours will be at the wage level as indicated in the agreement for Tier 2 employees up to a maximum of thirty-seven (37) hours per week and are to be worked in the employees' home department. After providing at least two (2) complete weeks' notice in writing, said employees shall work the additional hours for not less than one full four (4) week period, without changing their selection. Should a part-time employee want to have only Tier 2 hours he/she may note that decision on the Declaration of Availability and under the same rules as applicable to the declaration.
- 3) In the event sufficient Tier 1 employees are not willing and able to accept all of the Tier 1 hours that are available within the store and department, Tier 2 employees may work those hours. In such case Tier 2 hours may be over utilized.
- 4) Tier 1 hours worked by Tier 1 employees shall take precedence over Tier 2 hours.
- 5) It is understood that when a Tier 1 employee obtains additional hours under i 2) above, these additional hours shall not be added to their regular hours at existing rates for the purpose of obtaining benefits that could only have been acquired if they had reached a certain level of hours in their original Tier 1 classification, except pension and dental benefits. Therefore, an existing part-time employee, if he/she has not reached top rate, can accumulate separately and not combined, hours at their regular classification rate and separate hours in the "new hire" Tier 2 hours scale separate and independent from each other. This will not involve the creation of full-time jobs and 12.12 is not applicable.
- 6) If a Tier 2 employee bids for and is successful in attaining a full-time job under Article 12.13 and 12.14 he/she will be entitled to work thirty-seven (37) hours/week and the job will be a Tier 2 job. The Employer will be entitled to exceed the Tier 2 percentage cap in such case.
- 7) A Joint Labour / Management Committee referred to as the Main Committee shall oversee the implementation of this restructuring and endeavor to resolve any and all problems or issues arising out of the implementation of the buyout and the new Wage Scales under Appendix A. For the first six (6) months from implementation the employees on the committee will be paid while in meetings with the Employer. In addition, a Joint Labour Management Committee shall be appointed in each store and composed of a maximum of two (2) employees appointed by the Union and a maximum of two (2) employees appointed by the Employer who similarly shall attempt to resolve any and all issues dealing with these problems or issues. It

is understood that the store level committees can be overruled by the Main Committee.

The Employer agrees that the store Joint Labour / Management Committee shall meet every week, if reasonably required. It will be the intention of management to schedule the appropriate time to perform their duties. After six (6) months from implementation a maximum of one (1) hour uninterrupted will be allowed during the scheduled shift for the JLM Committee member(s) to complete their calculations, review schedules and resolve problems or issues which may arise from the buyout and the wage scales for new hires. The Union appointed committee member(s) will have access to all appropriate information required.

- 8) Hours Groupings - Tier 2 hours will be allocated only in the following groupings based on the employees who take the buyout or subsequent attrition up to 40%:
  - a) Front End and Grocery - Cashier, Customer Service, Cash Office, File Maintenance, Grocery Clerk, Records Clerk/BDR, Bulk;
  - b) Variety - Clerk;
  - c) Produce - Clerk, Floral;
  - d) Food Service – Service Meats, Seafood, Deli, Meat;
  - e) Bakery - All production and sales.
- j) The number of full-time employees who leave the Employer through the buyout will reduce the full-time ratio but in no event to less than 30% as calculated elsewhere in the collective agreement.

k) New Tier - Tier 2 wage rates would be as in A-7, A-8, A-9, A-10, A-11

### Buy Out Schedule

52 Week Average of Hours actually Worked preceding the Calculation Date *											
Hourly Rate											
From	To	1-3.99	4-7.99	8-11.99	12-15.99	16-19.99	20-23.99	24-27.99	28-31.99	32-35.99	36+ & full-time **
\$20.00	Over	2,000	6,100	10,200	14,300	18,400	22,500	26,600	30,000	30,000	30,000
\$19.00	\$19.99	1,900	5,800	9,600	13,500	17,300	21,200	25,000	28,900	30,000	30,000
\$18.00	\$18.99	1,800	5,400	9,000	12,600	16,300	19,900	23,500	27,100	30,000	30,000
\$17.00	\$17.99	1,700	5,100	8,400	11,800	15,200	18,600	22,000	25,300	28,700	28,700
\$16.00	\$16.99	1,600	4,700	7,900	11,000	14,100	17,300	20,400	23,600	26,700	26,700
\$15.00	\$15.99	1,400	4,400	7,300	10,200	13,100	16,000	18,900	21,800	24,700	24,700
\$14.00	\$14.99	1,300	4,000	6,700	9,300	12,000	14,700	17,300	20,000	22,700	22,700
\$13.50	\$13.99	1,200	3,600	6,100	8,500	10,900	13,400	15,000	18,200	20,700	20,700

\* the Calculation Date will be 52 weeks from November 5, 2005

\*\* Employees who have been in the employ of the Employer in the bargaining unit for twenty (20) continuous years or more will receive an additional buyout enhancement in the amount \$500/year for each full year of service over twenty (20) years to a maximum of \$5000.



## LETTERS OF UNDERSTANDING

BETWEEN: PRINCE ALBERT SAFEWAY  
(101297488 SASKATCHEWAN LTD.)

AND: SASKATCHEWAN JOINT BOARD,  
RETAIL, WHOLESALE AND DEPARTMENT  
STORE UNION, LOCAL 496

### LETTER #1

#### JOB SECURITY

1. The Employer agrees that not less than thirty (30%) of all employees working, excluding Courtesy Clerks, shall be employed as full-time employees for the duration of this Agreement. The parties further agree that should the ratio fall below 30% calculated as noted below, the Employer will have the right to recalculate the percentage, including in the full-time count, those part-time employees who have, in the calculation period, averaged 37 hours/week. This calculation including part-time employees working near full-time hours may be done only to a maximum of 5%. Any deficiencies in excess of that level will be dealt with under 5 below.
2. The calculation of the number of full-time jobs shall be done four (4) times per year. The calculations will occur within two (2) weeks of the end of the quarter. The quarter could have either three (3) or four (4) periods as determined by the Employer.
3. The total number of employees will be the average number of employees who work each week in the three (3) or four (4) accounting periods prior to the calculation date.
4. Full-time employees who are counted will be those who have full-time status on the date of the count and will include for example, employees on vacation, leave of absence (to a maximum of one year unless exceeded by law), weekly indemnity, WCB, LTD and any other approved absence. Employees noted in this clause will be included in the count of full-time employees but will not be included in the total number of employees used to calculate the percentage.
5. In the event a deficiency in the full-time ratio is determined to exist the Employer agrees to remedy the deficiency within four (4) weeks of the end of the last accounting period under consideration.

## LETTER #2

INFORMATION PROVIDED TO UNION

The Employer will provide, no more than annually upon request from the Union, a list of employees and their previous year's total regular and courtesy clerk hours paid. In addition, a list of Tier 1 employees and their Tier 2 hours worked will be provided. The request must be made in the first week of the new year.

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

## LETTER #3

NIGHT STOCKING

The Employer will to the extent practicable and where it will not interfere with the efficient operation of the business, allow a full-time employee who requests to opt out of night stocking work and move to the day shift (defined for the purpose of this section as generally hours during which the store is open for business) after a minimum of three (3) months on nights. Said employee will be allowed a minimum of three (3) months on days before being re-assigned to nights.

This clause will not apply to employees with more than five (5) years of full-time service, or to any part-time employee with more than ten (10) years of service with the Employer as of **November 6, 2005**. Those employees will not be required to work more than three (3) consecutive months on nights unless they are willing to do so.

## LETTER #4

TECHNOLOGICAL CHANGE

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

## LETTER #5

SICK LEAVE BANK

The Employer will, upon request no more than annually in January of each year, provide the Union with a list of employees' sick leave hours bank.

## LETTER #6

SASKATCHEWAN R.W.D.S.U PENSION PLAN

The Employer agrees to participate in the Saskatchewan Retail, Wholesale and Department Store Union Trust Fund (hereinafter called "the Fund") and the Saskatchewan Retail, Wholesale and Department Store Union Pension Plan (hereinafter called "the Plan") in accordance with the following conditions:

1. The Company shall have two (2) representatives on the Board of Trustees of the Fund.
2. The total number of Trustees for the participating employers and the Union shall be governed by the Plan's Trust Agreement. The participating employers and the Union will have equal voting powers on the Board of Trustees of the Fund.
3. The financial liability of the Employer shall, in no event, exceed the obligation to make contributions as set forth in this Agreement.
4. Any member of the Union who is currently a member of the Canada Safeway Limited Employee Retirement Plan shall cease making contributions to the plan effective January 3, 1981 and those employees shall be considered as having withdrawn from the Canada Safeway Plan as set forth in Article II, Section 3 of the Plan titled, "Withdrawal from Plan".
5. The goals and intentions of the Union shall be to assure that:
  - a) If an employee of the Employer ceases to be a member of the Employer's pension plan in order to accept a position which is within the bargaining unit as defined in the Collective Agreement between the Employer and the Union, the qualifying service which has accrued under the Employer's pension plan shall be included in determining the employee's vesting rights under the Plan.
  - b) If an employee of the Employer ceases to be a member of the Plan in order to accept a position with the Employer which is outside the bargaining unit, the qualifying service which has accrued under the Plan for service while employed by the Employer shall be included in determining the employee's vesting rights under the Employer's pension plan.
6. The Employer's contribution to the fund shall be for all regular hours paid, sick pay (not including weekly indemnity), full-time vacation, as set out in Articles 11.02, 11.03, 11.04, 11.05, 11.06 and paid holidays for all employees in the bargaining unit to the maximum of the basic workweek (reference Section 7). Effective the first full period after the ratification of the Collective Agreement, the

contribution will be one dollar and forty-five cents (\$1.45) per hour.

7. The assets of the Fund may be co-mingled for investment purposes.
8. New employer groups who have a collective agreement with the Union may be admitted as participating employers in the Fund subject to the approval of the Trustees.
9. The provisions and the funding of the Plan shall at all times comply with all laws, statutes and regulations, both federal and provincial, and the Employer and the Union shall endeavour to ensure that the contributing employers' contributions shall qualify as a deductible expense under any applicable income tax legislation.
10. All details of the Plan to be established, including but not limited to, matters of eligibility, coverage and benefits shall be determined by the Trustees of the Fund in accordance with the provisions of the "Declaration of Trust" between the parties.
11. All new employees hired after *the date of ratification* will become members of the pension plan after twelve (12) calendar months of employment with the Employer.
12. Upon becoming a member each employee will be required to contribute two (2.0%) percent of his/her hourly wages to a Defined Contribution (DC) component of the Pension plan.
13. On a voluntary basis in the month of January of each year but at no other time each employee who is a member of the plan for two (2) years or more may opt to increase their contribution to the DC plan from the above noted two (2%) percent to four (4%) percent, six (6%) percent or eight (8%) percent. The above noted increase can be reduced to no lower than two (2%) percent in the month of January in the following year. This means that no more than one change in contributions can be made in any one calendar year.
14. The Fund is a 'negotiated cost' plan.
15. All Plan expenses to administer the pension are funded by the hourly contributions.
16. Contributions paid with respect to part-time vacation pay shall be based on the percentage of vacation pay paid under the applicable Collective Bargaining Agreement (e.g., 4%, 6%, etc.) of the hours worked in the previous year multiplied by the cents per hour contribution rate on the above effective date as indicated in the agreement (e.g., an employee having worked or been paid

for one thousand (1000) hours in the previous year and who was entitled to four (4%) percent vacation pay would be entitled to receive an additional forty (40) hours' credit into his/her previous yearly total. The administrator would credit said part-time employee with forty (40) additional hours and receive forty (40) x the applicable contribution rate from the Employer). Therefore, for the previous year, the employee, in this example, would be credited with a total of one thousand and forty (1040) hours.

Retroactive changes to premiums to be implemented on the Sunday following ratification and will not be adjusted retroactively

#### LETTER #7

##### MANAGEMENT TRAINEES

The Employer has the right to appoint an employee as a management trainee, either part-time or full-time. Hours allocated to a management trainee will not be considered as available hours in the store. No full-time employee will be reduced to part-time as a result of the presence of a management trainee in the store. The Employer agrees to limit the number of management trainees to no more than one (1).

#### LETTER #8

##### WATER BOTTLES

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

#### LETTER #9

##### FAMILY RESPONSIBILITY LEAVE

Any employee with more than one year's service with the Employer may request and be granted a leave of absence or absences which shall not exceed five (5) days of unpaid leave in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse (including common law spouse), parent (including parent in-law) or child (including stepchild). The Employer will be given as much notice as possible in such events. In unusual cases and where the circumstances of the request require further verification the Employer may require additional information regarding the purpose of the leave.

LETTER #10

CREDIT FOR PREVIOUS EXPERIENCE

The Employer agrees to notify the Union in writing of any event where an employee is granted credit in excess of that required in Article 9.08 including the rationale. In those cases the Employer will upon the request of the Union meet to discuss and resolve the issue.

LETTER #11

RESIGNATION INCENTIVE

The Employer at its sole discretion reserves the right to offer retirement or resignation allowances to existing employees.

LETTER #12

LEAVE OF ABSENCE AND WELFARE BENEFITS

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

LETTER #13

THIRD PARTY KIOSKS

The operation of third-party kiosks such as those selling sushi, ethnic cuisine, etc., may be carried out by persons excluded from the bargaining unit. However, work carried out by those operating these kiosks shall be limited to the tasks pertaining to their duties.

LETTER #14

VISION CARE

The parties agree that agreement has been reached on the addition of vision care benefits to the current above noted collective agreements and that these agreements is therefore amended as follows:

1. The Employer agrees to make available to eligible employees and their dependents the Employer's Vision Care Plan in accordance with the terms of that plan for eligible services provided on and after May 4, 2018.
2. The Plan will be provided without premium cost to the employees.
3. The plan will pay with the prescription of an ophthalmologist or optometrist up to \$100 per 24 months on the purchase of prescription contact lens or eyeglasses.
4. Employees and their eligible dependents will be covered by the vision care plan if they qualify for the Employer Group Insurance benefit which requires a full-time employee to work three months and a part-time employee to have 32 or more hours worked or paid for a 13 consecutive week period.
5. The Employer agrees to make claim forms available in each store covered by these agreements. A description of the plan will also made available.

LETTER #15

DECLARATION OF AVAILABILITY

Part-time employees who wish to volunteer for hours in addition to their availability will advise the Employer by **June 10th** each year thereafter **for the week of July 1<sup>st</sup> scheduling**. The expanded availability must remain in effect until September 1.

Available hours will be provided first to those employees with existing valid declarations, then to the above mentioned employees then to employees hired after May 1<sup>st</sup> (July 12, 2008 for this year only) and before September 1 of each year.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, **2022**.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_