

**THIS AGREEMENT** made this 1<sup>st</sup> day of January 2022 **BETWEEN:**

**THE HUMBOLDT CO-OPERATIVE ASSOCIATION LIMITED**, a body corporate, incorporated under the Co-operative Associations Act, with Head Office in the City of Humboldt, in the Province of Saskatchewan, hereinafter called the "Co-operative"

OF THE FIRST PART

**AND:**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
LOCAL 545**, hereinafter called the "Union"

OF THE SECOND PART

---

**AGREEMENT**

---



Expires: December 31, 2025

## Table of Contents

ARTICLE 1 - PURPOSE.....	1
ARTICLE 2 - CLARIFICATION OF TERMS .....	1
ARTICLE 3 - RECOGNITION .....	1
ARTICLE 4 - MANAGEMENT RIGHTS .....	2
ARTICLE 5 - SCOPE .....	2
ARTICLE 6 - UNION SECURITY .....	2
ARTICLE 7 - DUES CHECK OFF .....	3
ARTICLE 8 - JOB CLASSIFICATION.....	3
ARTICLE 9 - SENIORITY .....	3
ARTICLE 10 - LAYOFFS AND RECALLS .....	4
ARTICLE 11 - GRIEVANCE PROCEDURE .....	5
ARTICLE 12 - BOARD OF ARBITRATION.....	6
ARTICLE 13-LEAVE OF ABSENCE.....	7
ARTICLE 14- WAGE AND CLASSIFICATIONS.....	8
ARTICLE 15 - VACANCIES AND PROMOTIONS .....	9
ARTICLE 16 - HOURS OF WORK.....	9
ARTICLE 17 - OVERTIME PAY .....	10
ARTICLE 18 -ANNUAL VACATIONS .....	10
ARTICLE 19- STATUTORY HOLIDAYS .....	11
ARTICLE 20- SICK LEAVE.....	11
ARTICLE 21 - SAFETY AND HEALTH .....	12
ARTICLE 22- EMPLOYEE BENEFITS .....	12
ARTICLE 23 - UNION REPRESENTATIVE VISITS .....	13
ARTICLE 24 - NOTICE BOARD .....	13
ARTICLE 25 - DURATION OF AGREEMENT.....	13
APPENDIX "A" WAGE SCHEDULE.....	14
LETTER OF UNDERSTANDING #1 MANAGEMENT TRAINEES AND AGRONOMIST TRAINEE .....	16
LETTER OF UNDERSTANDING #2 SCHEDULING .....	17
LETTER OF UNDERSTANDING #3 LIQUOR STORE.....	18
LETTER OF UNDERSTANDING #5 BANKING OF OVERTIME FOR DRIVERS.....	19
LETTER OF UNDERSTANDING #6 PHARMACY OPERATION.....	20
<b>LETTER OF UNDERSTANDING #7 SCHEDULING OF OVERTIME .....</b>	<b>21</b>

**THIS AGREEMENT** made this **1<sup>st</sup> day of January 2022**

**BETWEEN: THE HUMBOLDT CO-OPERATIVE ASSOCIATION LIMITED**, a body corporate, incorporated under the Co-operative Associations Act, with Head Office in the City of Humboldt, in the Province of Saskatchewan, hereinafter called the "Co-operative"

OF THE FIRST PART

**AND: RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 545**, hereinafter called the "Union"

OF THE SECOND PART

### **ARTICLE 1 - PURPOSE**

The purpose of this Agreement shall be:

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

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

In this Agreement, whenever the words "he", "his" or "him" appear, it shall be construed as meaning any employee, male or female. Whenever the words "employee" or "employees" appear, it shall mean any person or persons covered by this Agreement.

### **ARTICLE 3 - RECOGNITION**

1. The Co-operative recognizes the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the employees' elected bargaining representatives or the Union on all matters relating to employees covered by this Agreement.
2. The Union recognizes the responsibility of its members to perform faithfully and diligently their respective duties for the Co-operative and will at all times carry out their individual responsibilities according to the regulations, methods and procedures established by the Co-operative.
3. The Union agrees to encourage its members to become members and to patronize the Co-operative and its services to the fullest extent possible.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

1. The Management of the Co-operative and the direction of the working force, including the right to plan, direct and control operations, to maintain the discipline and efficiency of the employees, to require employees to observe the Co-operative's rules and regulations, to hire, to 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 Co-operative.
2. The Co-operative shall be the sole judge of the merchandise to be handled in its place of business.
3. The parties agree that the enumeration of Management's rights set out in Clauses 1 and 2 shall not exclude other functions not specifically set forth. The Co-operative, therefore, retains all rights not otherwise specifically covered in this Agreement.
4. In exercising the foregoing rights, the Co-operative shall act in good faith and shall not evade or alter any of the specific provisions of the Agreement. The Co-operative will not exercise its rights under this Article or any provisions of the Agreement to discriminate against any employee because of **their** activity in or for the Union.

#### **ARTICLE 5 - SCOPE**

This Agreement shall cover all employees employed by the Humboldt Co-operative Association Limited in or in connection with its place of business in the City of Humboldt, in the Province of Saskatchewan except: the General Manager, the Petroleum Manager, the Agro Manager, the C-Store Car Wash Manager, the Assistant C-Store Car Wash Manager, the Grocery Manager, Assistant Food Store Manager, the Bakery/Deli Manager, the Meat Manager, Food Manager, Agronomist (2), Produce Manager, Human Resources Manager, Ag Sales Manager, Controller and the Confidential Secretary, **Accountant (2), Liquor Manager, Assistant Liquor Manager, HR Advisor, Management Trainees (2), Agronomist Trainees (2).**

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

1. Every employee who is now or hereafter becomes a member of the Union shall maintain **their** membership in the Union as a condition of employment. Every new employee whose employment commences hereafter shall make application on the official Union membership application form within ten (10) calendar days of the date of employment and shall become a member of the Union within thirty (30) days of this date.
2. When an employee **receives a written reprimand that is to be entered into an employee's file, is being suspended or discharges or any discussion which could lead to written discipline**, the employee **will** have the right to have a Shop Steward present or, in the **event** a Shop Steward **is not available**, another **member of the bargaining unit, at the same location of the employee's choice if available.**
3. If a document involving a letter of reprimand, suspension or discharge is entered into an employee's file, the employee will be given a copy of such document at the time the document is placed in the file.

4. Any discipline entered into any employee's work record will not be used against that employee after twenty-four (24) months following the date of the discipline, unless there has been other discipline against the employee in that time.

#### **ARTICLE 7 - DUES CHECK OFF**

The Co-operative Association shall deduct and pay in periodic payments out of the wages due to employees to the person designated by the trade union to receive the same, the union dues, assessments and initiation fees of the employee and the Employer shall furnish to that trade union the names of the employees.

Funds deducted from an employee's earnings on behalf of the Union shall be remitted to the Secretary-Treasurer of the Union within fifteen (15) calendar days following the completion of the last payroll period in the calendar month. Remittance is to be supported by the necessary information in respect to membership in the period covered by remittance.

The Co-operative shall furnish the Union each month with a written list of:

- (a) Names of employees from whom the deductions have been made;
- (b) Names of employees whose employment has terminated;
- (c) Names of all employees who have been hired;
- (d) With the consent of the employees, the home addresses of all new employees and any changes in home addresses of other employees who are members of the Union.

#### **ARTICLE 8 - JOB CLASSIFICATION**

Rates of pay for any new classifications that may be established by the Co-operative within the scope of this Agreement shall be subject to negotiations, provided that the Co-operative shall have the right to establish a rate to be paid until the regular position rate is agreed upon and the effective date of the negotiated rate be part of the negotiation.

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

1. Seniority shall be defined as the length of an employee's service with the Co-operative. New full-time employees shall be on probation for a period of three (3) months during which time they shall not acquire seniority. Upon completion of the probationary period, seniority shall be established retroactive to the date on which the employee commenced full-time employment with the Co-operative. In all cases, where a probationary employee is absent from work, the duration of the absence shall be added to the employee's probationary period.

The probationary period for part-time employees shall be five hundred and twenty (520) hours' worked during which time they shall not acquire seniority. Upon completion of

the probationary period, seniority shall be based on accumulated hours worked including the probationary period of five hundred and twenty (520) hours' worked.

2.
  - a) Full-time seniority is based on the employee's last start date with the Co-operative.
  - b) Part-time seniority is based on total hours worked for the Co-operative, subject to language in Section 4 of this article.
  - c) Full-time employees' seniority shall take precedence over part-time employees'.
  - d) Part-time employees who accept a full-time position will have a full-time seniority date calculated on the basis of 520 hours worked equaling three (3) months. For example, if they have 2080 hours worked, their seniority date will be one (1) year prior to their full time start date.
  - e) If a fulltime employee accepts a part time position, their total hours worked for the Co-operative will place them in the appropriate position on the part- time portion of the seniority list.
3. If an employee is absent from work due to accident or illness, **they** shall continue to accumulate seniority, providing such absence does not exceed **nine (9)** months. If an employee is absent from work because of layoff or leave of absence, **they** shall retain **their** seniority accumulated prior to **their** layoff or leave of absence.
4. Seniority shall be broken and all rights forfeited when:
  - (a) An employee is dismissed by the Co-operative for just cause;
  - (b) An employee voluntarily leaves the service of the Co-operative;
  - (c) An employee fails to report for work on recall after layoff according to Article 10;
  - (d) An employee fails to report to work upon expiration of an authorized leave of absence, unless a satisfactory reason is given by the employee.
5. The Co-operative shall prepare and publish a seniority list semi-annually.

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

1. When reducing staff or recalling laid-off employees, seniority shall prevail providing the senior employee has the merit, ability and fitness as evaluated by the Co-operative to handle the work to be performed.
2. When the Co-operative recalls an employee who has been laid off, **they** shall notify such employee by registered letter addressed to the employee's last known address. The employee concerned must notify the Co-operative within five (5) days of the mailing of such letter stating **their** acceptance or refusal of the employment offered. If an employee

fails to report for work within five (5) days of mailing of such notice but does report within thirty (30) days showing good cause for having failed to report within the five (5) days, he shall be notified of the next vacancy and **their** seniority shall be retained. Good cause shall be: sickness, verified by the certificate of a medical practitioner, insufficient travelling time or accident. Failure or refusal to reply to recall notice shall cause all seniority rights to be forfeited unless the recall is for a period of fifteen (15) days or less.

3. Employees shall leave their address with the Co-operative and the Union and shall notify both parties of any changes of address thereafter.
4. The Co-operative shall give employees with at least three (3) months' continuous service written notice or pay in lieu of notice in case of layoff or termination, except when an employee is terminated for just cause, as follows:
  - (a) One (1) week's written notice where **their** service is at least three (3) continuous months but less than one (1) year;
  - (b) Two (2) weeks' written notice where **their** service is one (1) year or more but less than three (3) years;
  - (c) Four (4) weeks' written notice where **their** service is three (3) years or more but less than five (5) years;
  - (d) Six (6) weeks' written notice where **their** service is five (5) years or more but less than ten (10) years;
  - (e) Eight (8) weeks' written notice where **their** service is ten (10) years or more.
5. Employees shall be encouraged to give the same notice of resignation as that stipulated above in 4(a) and 4(6) [for those with one (1) year or more of service].

#### **ARTICLE 11 - GRIEVANCE PROCEDURE**

1. It is hereby agreed that during the life of this Agreement, there shall be no strike, slowdown or work stoppage on the part of the Union nor shall there be a lockout on the part of the Co-operative.
2. A grievance is defined as an alleged violation of a specific Article or Section of this Agreement or unfair treatment.

The Co-operative **or** the Union may present a grievance. Any grievance which is not presented within ten (10) calendar days of the event shall be forfeited and waived by the aggrieved party.

3. All grievances shall be submitted in writing and shall clearly set forth the issues and

contentions of aggrieved parties.

4. The procedure for adjustment of disputes and grievances will be as follows:
  - (a) By a discussion between the Shop Steward (with the aggrieved employee present or absent at **their** option) and the Department Manager. The Staff Representative and Human Resources Manager may also be involved.
  - (b) If this matter is not resolved in five (5) calendar days, the grievance shall be submitted to the Human Resources Manager, who shall give a written decision on the matter within five (5) calendar days.
  - (c) Failing agreement of subsection (b), the grievance shall be dealt with by the Grievance Committee, the Human Resources Manager and the General Manager. The General Manager shall render a written decision on the matter within seven (7) calendar days.
  - (d) If a satisfactory settlement cannot be reached then, upon request of either party, the matter shall be referred to the Board of Arbitration established by Article 12.
5. After the completion of any step in Section 4, if the Grievance Committee does not proceed to the next step within ten (10) calendar days, the grievance shall lapse.
6. All negotiations, with respect to disputes and grievances, shall be dealt with during regular working hours and no employee shall suffer any loss of pay for time spent in such negotiations.
7. The parties may agree to the appointment of a Mediator to assist in the resolution of a dispute.
8. Timelines in this grievance procedure can only be extended by mutual agreement, in writing, between the Union and the Co-operative.

#### **ARTICLE 12 - BOARD OF ARBITRATION**

1. The Board of Arbitration shall be composed of one Co-operative representative, one Union representative and one person acceptable to both the Union and the Co-operative, who shall act as Chairperson. If agreement cannot be reached within ten (10) days in respect to the appointment of the Chairperson of the Board of Arbitration, the matter shall be referred to the Minister of Labour, who shall be asked to act as Chairperson or shall be asked to appoint a Chairperson.
2. No person shall serve on the Board of Arbitration if **they** are involved directly in the labour controversy under local consideration.
3. Grievances taken before the Board of Arbitration shall be submitted in writing and shall specify clearly the nature of the grievance.



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

#### **ARTICLE 13 - LEAVE OF ABSENCE**

1. If thirty (30) days' written notice is given to the Co-operative, one (1) employee selected by the Union to do Union work shall be granted leave of absence without pay for a period of six (6) months, during which time he shall not accumulate seniority but shall retain seniority accumulated prior to such leave. If mutually agreed, the leave may be of longer duration.
2. Employees selected as delegates to attend labour conventions or business meetings in connection with the affairs of the Union, upon giving fourteen (14) days' written notice, shall be granted leave of absence without pay for a period not to exceed two (2) weeks. The Co-operative reserves the right to limit the number of delegates to two (2) and they are to be from different departments.
3. **Family Leaves – As per Saskatchewan Employment Act, eligible employees can request Family Leaves for, but not limited to, Maternity, Adoption, and Parental Leave.**
  - (a) The employee's benefits held before such leave shall continue to be available. Seniority shall accumulate during the parental leave. Applications for parental leave must be made four (4) weeks prior to date of commencement unless the employee has not been informed of the date in time to meet this guideline. In such cases, the employee shall submit their request as soon as possible.
4. The maintenance of employee benefit plans during leave of absence, for which there is no pay, shall be conditional upon bylaws of the plans concerned and upon payment of the full cost of the employee.
5. Leave of absence with pay for up to three (3) employees to a maximum of seventy-two (72) hours for collective bargaining will be granted, with no more than one (1) from any one (1) department.
6. **Employees shall be entitled to unpaid leaves as per the Saskatchewan Employment Act**

## ARTICLE 14-WAGE AND CLASSIFICATIONS

1. Job classification and wage rates covered by this Agreement shall be set out in Appendix "A".
2. Any employee assigned to temporarily fill a position in the scope of this Agreement paying a higher rate of pay shall receive the next step in the range of the temporary position provided such a period is for three (3) days or more. An employee's rate will not be reduced if temporarily filling a position paying a lower rate of pay.
3. Any employee assigned to temporarily fill a position out of scope of this Agreement shall receive a minimum premium of sixteen (\$16.00) dollars per day provided such period is for three (3) days or more.
4. The rates of pay upon hiring shall be at the start rates of the various job classifications. New employees having comparable experience or their related competencies exceeding the recruitment requirements for the position shall be paid the appropriate rate of pay on their wage scale. Based on these factors, the **3120 hours** scale will be considered the maximum starting rate at the Co-operative's discretion. The Union will be provided in advance with all relevant information regarding the situation.

## ARTICLE 15 - VACANCIES AND PROMOTIONS

1. Vacancies and new positions within the scope of this Agreement shall be posted on the bulletin board and employees shall be allowed five (5) working days in which to make written application for such vacancies or new positions.
2. Vacancies and new positions within the scope of this Agreement shall be filled on the basis of merit, ability and fitness as evaluated by the Co-operative to perform the work satisfactorily. Where merit, ability and fitness are comparable and sufficient, the senior applicant will be selected.
3. An employee transferred or promoted to a vacancy or new position shall be permitted the standard probationary period. If such employee does not perform the duties satisfactorily within that time, **they** shall revert to **their** former position. If it appears to the Co-operative that such employee is incapable of performing the duties satisfactorily, they may be required to revert to **their** former position before the expiration of the probationary period.

If an employee reverts to **their** former position, any person hired to replace that employee shall be returned to **their** previous position if **they were** hired within the Co-operative or shall be laid off in the case of a new hire unless other duties or positions are available for which such new hire has seniority rights.

## **ARTICLE 16 - HOURS OF WORK**

1. The basic workweek for full-time employees shall be forty (40) hours per week based on eight (8) hour days, with the exception of employees who may work four (4) ten (10) hour days; working four (4) ten (10) hour days shall be based on mutual agreement between the employee and the Co-operative. This agreement shall be made on the basis of four (4) week intervals, during which interval neither party can modify their agreement to such a mutually agreed schedule. The basic workweek for part-time employees shall be up to forty (40) hours. A part-time employee who works an average of twenty-four (24) hours or more per week for any period of thirteen (13) consecutive weeks shall qualify for all benefits referenced in Article 22, except hours worked for the purpose of vacation relief or to replace hours of other employees absent as a result of illness, workers' compensation or authorized leaves of absence, will not be used in the calculation to determine an employee's benefit status. Should a regular part-time employee work less than an average of twenty-four (24) hours per week for any period of thirteen (13) consecutive weeks, the employee shall lose **their** benefit status.
2. The Co-operative shall post a weekly work schedule of daily starting and quitting hours by 6:00 p.m. Friday and remain in effect for a two (2) week period. Twenty-four (24) hours' notice will be given of any change, except in emergency cases. The schedule shall not be changed to avoid payment of overtime.
3. Rest periods and meal breaks shall be provided on the following basis:
  - (a) Any shift of up to six (6) hours, employees shall be entitled to one fifteen (15) minute rest period with pay;
  - (b) Any shift of six (6) hours or more, employees shall be entitled to two fifteen (15) minute rest periods with pay.
  - (c) Any shift of seven (7) hours or more, employees shall be entitled to an unpaid lunch break of no less than thirty (30) minutes and no more than sixty (60) minutes.
4. Part-time employees shall be given a call-in minimum of four (4) hours unless no other employee is available and the employee who is called in is not available for all of the four-hour minimum.
5. The Co-operative agrees to schedule part-time employees on the basis of seniority within the department using an "equal to or more than" formula for weekly hours. This will not apply in the event an employee has restricted the number of hours they wish to work.

## **ARTICLE 17 - OVERTIME PAY**

1. All overtime hours worked shall be voluntary, except in emergency cases, and shall be offered according to seniority. No employee shall be required to work overtime unless they volunteer to do so. This provision shall not affect mutually agreed rotations of Fuel Drivers required for weekend and train delivery shifts.
2. All hours worked in excess of **eight (8) hours in a day or ten (10) hours in a day when working four (4) ten (10) hour days, or forty (40) hours in a work week.** Shall be considered as overtime hours and shall be paid for at the rate of time and one-half (1½) times the regular rate.

3. Employees shall receive double (2) the rate of pay for all hours worked in excess of twelve (12) hours in any one (1) day.
4. Except as otherwise provided in this Agreement, employees shall not be required to take time off regular hours of work to avoid payment of overtime pay.
5. In computing overtime pay, all calculations shall be made to the nearest one-quarter (1/4) hour.
6. All overtime must be authorized by the department manager before overtime is worked and it shall not be compulsory except in emergency cases.

#### **ARTICLE 18 - ANNUAL VACATIONS**

1. Vacations with pay at regular rates or a fraction of the employee's total earnings, whichever is the greater, shall be granted on the following schedule:
  - a) Three (3) weeks (3/52nds) after one (1) year of service and after each subsequent year up to nine (9) years' service;
  - b) Four (4) weeks (1/13th) after nine (9) years' service and after each subsequent year up to nineteen (19) years' service;
  - c) Five (5) weeks (5/52nds) after nineteen (19) years' service and after each subsequent year up to twenty-four (24) years' service;
  - d) Six (6) weeks (6/52nds) after twenty-four (24+) years' service.
2. Vacations shall be granted between May 1<sup>st</sup> and October 31<sup>st</sup> unless otherwise mutually agreed upon between the Co-operative and the employee.
3. A vacation list shall be submitted to the employees each year requesting them to indicate their preference as to vacation dates. Employees with the longest service with the Co-operative will have priority. However, both parties agree that the vacation schedule must be practical insofar as the operation of the business is concerned. The Co-operative, therefore, must make the final decision on such matters.
4. When a statutory 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 **they** been working.
5. The annual vacation cutoff for all employees shall be April 30<sup>th</sup> of each year.
6. Vacation pay for part-time employees shall be calculated by dividing their previous fifty-two (52) weeks of gross income by fifty-two (52). (For example: \$10,000 divided by 52 = \$192.31 for each week of vacation entitlement.)
7. Any employee becoming seriously ill or injured, who is hospitalized while on vacation, shall be allotted use of sick pay and shall be allowed to reschedule vacation for the same amount of time as that for which they were ill or injured.
8. Employees may take their vacation in day(s), one-week or two-week increments. Employees may take their vacation in longer than two-week increments with mutual agreement between the employee and the Co-operative.

## **ARTICLE 19 - STATUTORY HOLIDAYS**

1. The following statutory holidays shall be recognized:

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

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

2. Any of the aforementioned holidays shall be observed on a day other than the calendar date when so proclaimed by Federal, Provincial or Civic authorities.
3. **Work on holidays shall be offered to senior qualified employees in the department in descending order. In the event insufficient employees agree to work, the holiday shall be scheduled by qualified employees in reverse order of seniority. Employees who work on a holiday shall be entitled to one and one-half (1½) days' leave of absence with pay in lieu of said holiday or they shall be paid, in addition to their regular pay, one and one-half (1½) times the regular pay for the holiday worked. The employee shall choose at the time they are requested to work which of the alternatives they want.**
4. 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 overtime rates for all such hours worked.
5. When any holiday as set out in Clause 1 falls in any week, the workweek shall be reduced by eight (8) hours or the number of hours proclaimed to be observed in respect of such a week and no employee shall suffer a reduction in take-home pay.

## **ARTICLE 20 - SICK LEAVE**

1. After three (3) months of service, employees shall be entitled to eight (8) hours of sick leave without loss of pay for each one hundred and seventy-three (173) hours worked or paid. Paid sick leave hours shall accumulate to a maximum of six hundred (600) hours.
2. Management reserves the right to request a medical certificate from an employee to establish eligibility for sick leave benefits.
3. An extension of sick leave up to one (1) week's duration may be authorized by the General Manager.
4. Any cost incurred by employees in obtaining a required medical certificate shall be paid for by the Co-operative.
5. Access to sick leave shall be granted for necessary, unforeseen or emergent time loss due to employee attendance to medical, dental or optical appointments. Employee's sick

leave entitlement will also apply for care of employee's children, parents and spouse to a maximum of twenty-four (24) hours per year.

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

1. The Co-operative shall make provision for safety and health of the employees during working hours.
2. The Co-operative shall provide sufficient first-aid kits and shall keep them properly supplied.
3. An Occupational Health and Safety Committee will be established as per Provincial Legislation comprised of two (2) representatives elected by the employees and two (2) representatives appointed by the Employer. Their duties shall be governed by the current Occupational Health and Safety Act.

#### **ARTICLE 22 - EMPLOYEE BENEFITS**

1. The Co-operative's present policy (in accordance with the Bylaws of the plans concerned) of providing Sick Leave, Superannuation, Group Insurance, Income Guarantee Insurance, Dental Insurance, Jury Duty, Accident Compensation, Compassionate Leave, Bereavement Leave and Severance Allowance shall be continued during the term of this Agreement.
2. Part-time employees shall be eligible for Superannuation, Group Life Insurance, Income Guarantee and Sick Leave subject to and in accordance with the bylaws of the plans concerned, as well as Compassionate Leave and Jury Duty.
3. The Co-operative shall provide eligible employees with an Extended Health Care Plan on the same cost-shared basis as the current cost-shared benefits in this Collective Agreement.
4. The Co-operative shall, upon submission of a receipt, reimburse the cost of approved safety footwear, to a maximum of one hundred and twenty-five (\$125.00) dollars per calendar year. Any employee who has safety concerns may make an application for the same reimbursement. Any employee receiving the reimbursement must wear the boots while working their shift.
5. The Co-operative shall provide uniforms and sweaters.
6. Subject to the rules and regulations in the Plan, the Co-operative shall continue its present policy of providing the Co-operative's Superannuation Plan in which employees' contributions are matched by the Co-operative. The contribution rate by the Co-operative and the employee shall be five (5%) percent of earnings. Employees shall have the option of contributing an additional percentage point, matched by the Co-operative, to bring the contribution rate to six (6%) percent of

earnings. This additional percentage point shall become available on December 31, 2017.

**ARTICLE 23- UNION REPRESENTATIVE VISITS**

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

**ARTICLE 24 - NOTICE BOARD**

The Co-operative agrees to furnish and install notice boards in each location for the purpose of posting notices of interest to the Union. Material other than such notices shall be subject to approval by the General Manager.



**ARTICLE 25 - DURATION OF AGREEMENT**




The Agreement shall be effective as of January 1, **2022**, and shall remain in force until December 31, **2025**. Either party may, not less than sixty (60) days nor more than one hundred twenty (120) days before the expiry date of this Agreement, give notice in writing to the other party to terminate such Agreement or to negotiate a revision, therefore.

**DATED** this **23<sup>rd</sup>** day of **January 2023**.

SIGNED ON BEHALF OF THE  
CO-OPERATIVE:

SIGNED ON BEHALF OF THE  
UNION, LOCAL 545:

  
\_\_\_\_\_  
Joe von Doellen, General Manager  
  
\_\_\_\_\_  
Jo-Anne Mullen, HR Manager  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Kim Waldbillig  
  
\_\_\_\_\_  
Bradley Moorman  
  
\_\_\_\_\_  
Trevor Miller, Representative  
\_\_\_\_\_

## APPENDIX "A" Wage Schedule

All rates are effective the first Sunday closest to January 1 of each year.

<b>Effective 2022</b>							
	<b>Start</b>	<b>1040</b>	<b>2080</b>	<b>3120</b>	<b>4160</b>	<b>5200</b>	<b>6240</b>
Administrative Assistant	\$13.42	\$14.25	\$15.07	\$15.89	\$16.72	\$17.53	\$19.15
Clerk 1/Cashier	\$13.20	\$13.61	\$14.36	\$15.09	\$15.81	\$16.55	\$17.93
Clerk2	\$13.42	\$14.15	\$14.90	\$15.63	\$16.36	\$17.09	\$18.47
File Maintenance	\$13.70	\$14.44	\$15.17	\$15.90	\$16.64	\$17.37	\$18.74
Maintenance Operator	\$14.20	\$15.00	\$15.77	\$16.55	\$17.33	\$18.11	\$19.57
Driver 3A Equipment	\$21.65	\$22.74	\$23.84	\$25.58			
Driver 1A Equipment	\$24.93	\$26.03	\$27.12	\$28.90			
Pump Attendant	\$13.10	\$13.42	\$13.97	\$15.18			
Sr Pump Attendant	\$13.70	\$14.30	\$14.89	\$15.48	\$16.07	\$16.66	\$17.93
Supervisor	\$13.97	\$14.86	\$15.73	\$16.61	\$17.48	\$18.36	\$19.89
Meat Cutter	\$17.27	\$18.57	\$19.89	\$21.87			

<b>Effective 2023</b>							
	<b>Start</b>	<b>1040</b>	<b>2080</b>	<b>3120</b>	<b>4160</b>	<b>5200</b>	<b>6240</b>
Administrative Assistant	\$14.22	\$14.53	\$15.37	\$16.21	\$17.05	\$17.88	\$19.53
Clerk 1/Cashier	\$14.20	\$14.30	\$14.64	\$15.39	\$16.13	\$16.89	\$18.29
Clerk 2	\$14.25	\$14.44	\$15.19	\$15.94	\$16.69	\$17.44	\$18.44
File Maintenance	\$14.50	\$14.85	\$15.47	\$16.22	\$16.97	\$17.72	\$19.12
Maintenance Operator	\$14.49	\$15.30	\$16.09	\$16.89	\$17.67	\$18.47	\$19.96
Driver 3A Equipment	\$22.09	\$23.20	\$24.32	\$26.09			
Driver 1A Equipment	\$25.43	\$26.55	\$27.66	\$29.47			
Pump Attendant	\$14.10	\$14.20	\$14.30	\$15.48			
Sr Pump Attendant	\$14.20	\$14.58	\$15.18	\$15.79	\$16.39	\$16.99	\$18.29
Supervisor	\$14.25	\$15.15	\$16.05	\$16.94	\$17.83	\$18.72	\$20.29
Meat Cutter	\$17.61	\$18.94	\$20.29	\$22.30			



<b>Effective 2024</b>							
	<b>Start</b>	<b>1040</b>	<b>2080</b>	<b>3120</b>	<b>4160</b>	<b>5200</b>	<b>6240</b>
Administrative Assistant	\$15.25	\$15.50	\$16.00	\$16.54	\$17.39	\$18.24	\$19.92
Clerk 1/Cashier	\$15.20	\$15.30	\$15.40	\$15.70	\$16.45	\$17.22	\$18.65
Clerk 2	\$15.25	\$15.50	\$15.75	\$16.26	\$17.02	\$17.78	\$19.22
File Maintenance	\$15.25	\$15.55	\$16.00	\$16.55	\$17.31	\$18.07	\$19.50
Maintenance Operator	\$15.25	\$15.60	\$16.41	\$17.22	\$18.03	\$18.84	\$20.36
Driver 3A Equipment	\$22.53	\$23.66	\$24.80	\$26.61			
Driver 1A Equipment	\$25.94	\$27.08	\$28.21	\$30.06			
Pump Attendant	\$15.10	\$15.20	\$15.40	\$15.79			
Sr Pump Attendant	\$15.20	\$15.40	\$15.60	\$16.10	\$16.72	\$17.33	\$18.65
Supervisor	\$15.60	\$15.85	\$16.37	\$17.28	\$18.19	\$19.10	\$20.70
Meat Cutter	\$17.96	\$19.32	\$20.70	\$22.75			

<b>Effective 2025</b>							
	<b>Start</b>	<b>1040</b>	<b>2080</b>	<b>3120</b>	<b>4160</b>	<b>5200</b>	<b>6240</b>
Administrative Assistant	\$15.56	\$15.77	\$16.28	\$16.82	\$17.70	\$18.56	\$20.27
Clerk 1/Cashier	\$15.47	\$15.57	\$15.67	\$15.97	\$16.74	\$17.52	\$18.98
Clerk2	\$15.52	\$15.77	\$16.03	\$16.547	\$17.32	\$18.10	\$19.56
File Maintenance	\$15.52	\$15.82	\$16.28	\$16.84	\$17.61	\$18.39	\$19.84
Maintenance Operator	\$15.52	\$15.88	\$16.70	\$17.52	\$18.34	\$19.17	\$20.71
Driver 3A Equipment	\$22.92	\$24.07	\$25.25	\$27.08			
Driver IA Equipment	\$26.39	\$27.55	\$28.71	\$30.59			
Pump Attendant	\$15.36	\$15.47	\$15.67	\$16.07			
Sr Pump Attendant	\$15.47	\$15.67	\$15.87	\$16.38	\$17.01	\$17.63	\$18.98
Supervisor	\$15.85	\$16.13	\$16.65	\$17.58	\$18.51	\$19.43	\$21.06
Meat Cutter	\$18.28	\$19.66	\$21.06	\$23.15			

**BETWEEN:**

**THE HUMBOLDT CO-OPERATIVE ASSOCIATION  
LIMITED**

**AND:**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
LOCAL545**


**Re: Management Trainees and Agronomist Trainee**


It is agreed that the number of management trainees under a joint contract with Federative Co-operatives Limited for training as managers should not exceed two (2) at any particular time and there may be **two (2)** Agronomist Trainees. It is understood as well that an employee filling a permanent in-scope position will not be displaced or replaced as a result of the training program mentioned above.


**DATED** this **23<sup>rd</sup>** day of **January 2023**.


SIGNED ON BEHALF OF THE  
CO-OPERATIVE:

SIGNED ON BEHALF OF THE  
UNION, LOCAL 545:


  
\_\_\_\_\_  
Joe von Doellen, General Manager

  
\_\_\_\_\_  
Kim Waldbillig

  
\_\_\_\_\_  
Jo-Anne Mullen, HR Manager

  
\_\_\_\_\_  
Bradley Moorman

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Trevor Miller, Representative  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**THE HUMBOLDT CO-OPERATIVE ASSOCIATION LIMITED**

**AND:**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
LOCAL 545**

**Re: Scheduling**

1. Employees shall, subject to these provisions, be scheduled two (2) consecutive days off every seven (7) days.
2. Where possible, Saturday/Sunday will be rotated amongst employees as a day off.
3. Each employee will elect, on a form provided by the Co-operative, in the first week of January, May and September, whether they wish to be exempted from these provisions. A declaration to this effect will be signed by the employee and delivered to **their** department manager.
4. In each case, the Employer shall retain the right to schedule which days shall be worked and which shall be days off.
5. The Employer shall have the right to schedule outside these provisions because of peak seasonal requirements or emergencies

**DATED this 23<sup>rd</sup> day of January 2023.**

SIGNED ON BEHALF OF THE  
CO-OPERATIVE:



Joe von Doellen, General Manager



Jo-Anne Mullen, HR Manager

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE  
UNION, LOCAL 545:



Kim Waldbillig



Bradley Moorman



Trevor Miller, Representative

\_\_\_\_\_

**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**THE HUMBOLDT CO-OPERATIVE ASSOCIATION LIMITED**

**AND:**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
LOCAL545**


**Re: Liquor Store**


In the event that the Humboldt Co-operative Association Limited is given the opportunity by the provincial government to develop a private liquor store, the parties will agree to the following:

- 1. There will be two positions excluded from the scope of the Collective Agreement, a Liquor Store Manager and an Assistant Liquor Store Manager.
- 2. Staff will be paid on the same scale as a Clerk Cashier.

**DATED this 23<sup>rd</sup> day of January 2023.**

SIGNED ON BEHALF OF THE  
CO-OPERATIVE:


  
 \_\_\_\_\_  
 Joe von Doellen, General Manager


  
 \_\_\_\_\_  
 Jo-Anne Mullen, HR Manager


\_\_\_\_\_

\_\_\_\_\_

SIGNED ON BEHALF OF THE  
UNION, LOCAL 545:

  
 \_\_\_\_\_  
 Kim Waldbillig

  
 \_\_\_\_\_  
 Bradley Moorman

  
 \_\_\_\_\_  
 Trevor Miller, Representative

\_\_\_\_\_

LETTER OF UNDERSTANDING #5

BETWEEN:

THE HUMBOLDT CO-OPERATIVE ASSOCIATION LIMITED

AND:



RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
LOCAL 545

Re: Banking of Overtime for Drivers




Employees in the Driver 3A Equipment and Driver 1A Equipment classifications may choose to bank approved overtime at overtime rates. The banked time off will be taken at a time mutually agreed upon between the Co-operative and the employee, and any unused credits shall be paid out in full by April 30 of each year. Employees are able to bank a maximum of 56 hours between May 1 and April 30 each year. They are not able to replenish this bank as hours are used in the same year.

**DATED** this 23<sup>rd</sup> day of **January 2023**.

SIGNED ON BEHALF OF THE  
CO-OPERATIVE:

  
\_\_\_\_\_  
Joe von Doellen, General Manager  
  
\_\_\_\_\_  
Jo-Anne Mullen, HR Manager  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE  
UNION, LOCAL 545:

  
\_\_\_\_\_  
Kim Waldbillig  
  
\_\_\_\_\_  
Bradley Moorman  
  
\_\_\_\_\_  
Trevor Miller, Representative  
\_\_\_\_\_

LETTER OF UNDERSTANDING #6

BETWEEN:

THE HUMBOLDT CO-OPERATIVE ASSOCIATION LIMITED

AND:

RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
LOCAL545

Re: Pharmacy Operation


In the event that the Humboldt Co-operative Association Limited creates a Pharmacy operation, the parties will agree to the following:


1. There will be two positions excluded from the Scope of the Collective Agreement, a Pharmacy Manager and a Pharmacist.
2. If a Pharmacy Technician is required in the operations of the Pharmacy, that position will be within the scope of this agreement, with the rate being determined as outlined in Article 8 - Job Classifications of this agreement.


**DATED this 23<sup>rd</sup> day of January 2023.**


SIGNED ON BEHALF OF THE  
CO-OPERATIVE:

SIGNED ON BEHALF OF THE  
UNION, LOCAL 545:


  
Joe von Doellen (Jan 27, 2023 09:22 CST)  
 \_\_\_\_\_  
 Joe von Doellen, General Manager

  
Kim Waldbillig (Jan 26, 2023 21:40 CST)  
 \_\_\_\_\_  
 Kim Waldbillig

  
Jo-Anne Mullen (Jan 27, 2023 12:02 CST)  
 \_\_\_\_\_  
 Jo-Anne Mullen, HR Manager

  
Bradley Moorman (Jan 27, 2023 05:46 CST)  
 \_\_\_\_\_  
 Bradley Moorman

\_\_\_\_\_  
 \_\_\_\_\_

  
Trevor Miller (Jan 26, 2023 18:28 CST)  
 \_\_\_\_\_  
 Trevor Miller, Representative

**LETTER OF UNDERSTANDING # 7**

**BETWEEN:**

**THE HUMBOLDT CO-OPERATIVE ASSOCIATION LIMITED**

**AND:**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 545**


**Re: Scheduling of Overtime**


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

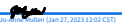
**DATED this 23<sup>rd</sup> day of January 2023.**


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

**SIGNED ON BEHALF OF THE  
UNION, LOCAL 545:**

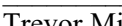
  
\_\_\_\_\_  
Joe von Doellen, General Manager

  
\_\_\_\_\_  
Kim Waldbillig

  
\_\_\_\_\_  
Jo-Anne Mullen, HR Manager

  
\_\_\_\_\_  
Bradley Moorman

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Trevor Miller, Representative  
\_\_\_\_\_