

COLLECTIVE BARGAINING AGREEMENT

BETWEEN: **SOBEYS CAPITAL INC., SAFEWAY OPERATIONS**, a body corporate, carrying on business in the Cities of REGINA, SASKATOON, PRINCE ALBERT & SWIFT CURRENT, hereinafter referred to as the "COMPANY"

OF THE FIRST PART

AND: **SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCALS 454, 480, 496 & 950** hereinafter referred to as the "UNION"

OF THE SECOND PART

AGREEMENT



Expires **January 15, 2028**

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EXPIRY: **JANUARY 15, 2028**

BETWEEN: SOBEYS CAPITAL INCORPORATED – Safeway Operations, a body corporate, carrying on business in the Cities of REGINA, SASKATOON, PRINCE ALBERT & SWIFT CURRENT, hereinafter referred to as the “COMPANY”

OF THE FIRST PART;

AND: SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCALS 454, 480, 496 & 950

OF THE SECOND PART.

ARTICLE 1 - Purpose

The Company 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 Company 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 Sobeys Capital Incorporated – Safeway Operations in or in connection with its stores located in the Cities of Regina, Saskatoon, Prince Albert (Pharmacy) and Swift Current in the Province of Saskatchewan, except Store Managers, First Assistant Managers, Pharmacists, and Fuel Station Operators/Gas Bar Managers. Registered Pharmacy Technicians will be also excluded from the Collective Agreement.
 - b) Any employee appointed to the position of Produce Manager, Food Service Manager, Bakery Manager, Meat Manager, Deli Manager or Second Assistant Manager **or Management Trainee** on or after **January 12, 2023**, will be excluded from the provisions of this Agreement.
 - c) Any existing **Management Trainee as of January 12, 2023**, may elect to become excluded from the Collective Agreement within one (1) year from

January 12, 2023, by presenting a letter to the Company with a copy to the Union. During a thirteen (13) week trial period **they** may revert to **their** former bargaining unit position without penalty.

- 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 clauses 2.03 and 4.01 of the Agreement, demotions from the position of Produce Manager, Food Service Manager, Bakery Manager, Meat Manager, Deli 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, 2nd Assistant Manager, Floral Operator, Coffee Bar Operator, Full Service Meat Counter Operator, Lead Hand on Nights, **Head Cashier** and an employee designated as a full-time Second in the meat, deli, **food service, coffee bar, bakery, floral** and produce departments, within the seniority zone are at the sole discretion of the Company.

Promotions and/or transfers as referred to above into a seniority zone will be dealt with at the Company's discretion to a maximum of three (3) times/two (2) years/zone. Employees will not be required to relocate outside of their seniority zone unless they are willing to do so. Where an employee is denied a promotion to a position listed above, the Company will, upon request, meet with the Union and employee to discuss and resolve the issue.

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

2.04 In the event Sobeys Capital Incorporated (Safeway Operations) decides to open or convert existing stores to operate under an alternate banner, that are different in size or type of operation from its conventional stores, the Employer will enter into negotiations with the Union to develop a separate Collective Agreement that is appropriate for the type of business contemplated. This Agreement must be concluded within three (3) months from the date of announcement. Should a dispute arise as to the terms of the Collective Bargaining Agreement, the items in dispute shall be referred to a final offer selection process in accordance with the provisions of Article **24** no later than four (4) months after the date of the announcement. The final offer selection decision will be effective no later than five (5) months after the date of the announcement.

ARTICLE 3 - Clarification of Terms

- 3.01 It is 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 Company 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 Company 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 Company.
- 4.02 The Company shall be the sole judge of the merchandise to be handled in its stores.
- 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 Company, therefore, retaining all rights not otherwise specifically covered in this Agreement.
- 4.04 In exercising the foregoing rights, the Company shall act in good faith and shall not evade or alter any of the specific provisions of this Agreement. The Company will not exercise its rights under this Article or any other provisions of this Agreement to discriminate against any employee because of **their** 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 **their** 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. **A Shop Steward shall be given the opportunity to meet new employees within regular working hours without loss of pay for a maximum of ten (10) minutes. Such time will be permitted, after notifying the Store Manager or their designate and shall not unduly interfere with the employee’s regular duties.**

Upon request to the Store Manager or their designate, a Shop Steward shall be given a list of all new employees in all departments covered by the Collective Agreement.

ARTICLE 6 - Dues Check-Off

6.01 Upon request in writing of any employees and upon request of the Union, the Company 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 Company 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 Company, in writing, of any change of address.

6.02 Union Dues deduction, deducted from the Company payroll during the calendar year, shall be included on the T-4 Income Tax forms that are provided by the Company.

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.

Current full-time Second Assistant Managers, Department Managers, Department Seconds, Night Crew Lead Hands, Management Trainees and Pharmacy Assistants whose normal basic work week is currently thirty-seven (37) hours, will have a one-time option to remain at thirty-seven (37) hours or move to a forty (40) hour basic work week. Current full-time employees must inform the Employer, in writing, no later than six (6) weeks after the date of ratification(January 12, 2023). The forty (40) hour work week for those opting in will begin twelve weeks after the date of ratification (January 12, 2023).

The normal basic work week for all employees appointed as full time Department Managers, Department Seconds, Night Crew Lead Hands,

Management Trainees and hired as (or made) full time Pharmacy Assistants after twelve (12) weeks after the date of ratification (January 12, 2023) shall be forty (40) hours per week consisting of five (5) days at eight (8) 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 Company. It is fully understood that the Company will be under no restriction should these schedules have to be changed or should the Company have to call in less senior employees in the event of emergency or other unforeseen circumstances.

The Company will endeavor to ensure employees are notified of all schedule changes in a timely manner. It is understood that it is the employee's responsibility to ensure the Company has their updated contact information.

3. Whenever possible, the Company agrees that the seven (7) hour day for full-time employees will be scheduled so that the one (1) hour reduction occurs at the end of the employee's normally scheduled shift.
4. The Company will provide each 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 Company and the Union, or in the event the requested dismissal becomes a grievance under the terms of the Agreement.

5. Except for dinner meetings, banquets or other meetings where attendance is

voluntary, all other staff meetings called by the Company shall be considered as time worked and shall be paid for at the appropriate rate of pay.

6. A full time employee will have the right to indicate a preference in shifts and the Company agrees to consider those requests on the basis of seniority and subject to the efficient operation of the business as determined by the Company 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 Company and the Employee.
 3. **Employees shall not be scheduled or required to work more than eight (8) consecutive days unless otherwise mutually agreed to between the Company and the employee. It is understood that there will not be any "available hours" claim involving a ninth (9th) or subsequent day of work.**
- 7.03
1. a) Seniority for part-time employees shall be considered on a store basis except for layoffs or requests for full-time employment.
 - b) In the event a part-time employee is transferred to another store by the Company within the jurisdiction of this Agreement and Seniority Zone, the employee will retain **their** most recent date of continuous employment as **their** seniority date for all purposes within the store to which **they** have transferred. When an employee is transferred by the Company, **they** will maintain **their** level of hours for a 6 week period after the move.
 - c) The Company agrees that the decision to transfer an employee(s) will be made in good faith for appropriate business reasons. Employees who are unduly affected by a transfer may request a transfer to another store. Such requests for transfer will not be unreasonably withheld.
 - d) The above maintenance of hours does not apply to an employee who requests and is granted a transfer nor does it cover transfers arising out of Article 12.
 2. In the scheduling of part-time employees **hired prior to November 13, 2005, the Company shall, to the greatest extent possible, bearing in mind its business requirements, comply with the principle of "most available hours" on a weekly basis.** 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 **scheduling**, “Department” shall mean Grocery (**including Variety/General Merchandise**), Produce, Front-end, Bakery, Food Service, **Meat, Deli**, Floral, Pharmacy and Coffee Bar.

In addition, the parties agree to institute a change whereby **the above mentioned** 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 Company may allocate ten (10%) percent of the actual part-time hours worked in each department in each store outside of “most available hours” but within all other terms of the Collective Agreement.

Ninety (90%) percent of the actual **above-mentioned** part-time hours worked in each department in each 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.

3. The ten (10%) percent shifts will be allocated to employees on the basis of seniority. These shifts shall be identified on the department schedules.

Part time employees hired **after November 13, 2005 and Courtesy Clerks** hours **would be scheduled with** 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 Company should the needs of the business dictate.

3. Part-time employees will be allowed to have time off for exams or other emergencies without impacting their seniority.
4. Where mutually agreeable between the Company and the employee, employee(s) shall be able to switch shifts within their store provided the employee concerned has the agreement of a suitable replacement to work **their** 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 (6th) 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 Company.
 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(2).

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.

The following conditions will prevail for **Sunday work**:

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 Company will staff its stores on a voluntary basis. It is understood that in the event sufficient employees do not volunteer for work on Sunday, the Company will have the option of either scheduling existing employees to do the work in reverse order of seniority or hiring new employees to work on Sunday. It is agreed that (2) above will not stop the Company from scheduling either Saturday/Sunday or Sunday/Monday as consecutive days of rest.

Notwithstanding (3) above, the Company 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 Company 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 Company 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 **they** would normally be scheduled for two (2) consecutive days off, as set out above, **they** shall advise the Company 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 **their** 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 Company 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 Company.

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. 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 an evening shopping premium of seventy-five (75¢) cents per hour, in addition to their regular, hourly rate of pay for each **full 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 **their** regular, hourly rate, of two (\$2.00) dollars per hour effective February 25, 2018 for each **full 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. In stores where night stocking takes place, one (1) employee on the night stocking shift shall be designated as a Lead Hand and shall receive a **premium** of seventy-five (75¢) cents per hour **for each hour worked**.

Any employee appointed by the Employer to relieve the full time Lead Hand for at least one (1) full calendar week will have a basic work week of forty (40) hours while relieving.

2. **Effective January 15, 2023**, where an employee is designated by management to close up and lock the store, **they** shall receive an additional **one dollar (\$1)** 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 The following provisions shall apply to the availability of part-time employees:

1. Part-time employees will submit to the Company and the Union an individual written declaration of availability for work on a form supplied by the Company with a copy to the Union in the first 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 **their** 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.

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

In addition to the minimum availability established in that clause a part time employee hired after November 10, 2005 must be available at least two shifts per week until closing of the department.

3. The above patterns may be further restricted during the period September 1st to December 31st 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 first 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 first 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 1st to August 31st) an employee can request an occasional unrestricted day off if approved by the Store Manager or **their** 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 **their** restriction in accordance with these provisions.
8. The above provisions may be amended by mutual agreement between the parties at any time. In the event of a Company required transfer or store closure, the affected employees shall be entitled to review their availability.

7.16 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 Company. 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 **their** department as a regular part-time employee in accordance with the Agreement. **They** will then be scheduled as a Courtesy Clerk employee in accordance with **their** seniority except that **they** cannot be scheduled as a Courtesy Clerk on any day **they** work 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 **they** can exercise **their** 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, **they** will receive **their** regular rate of pay for the full shift.

In dealing with business fluctuations it is the intent of the Company 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.

- 7.17
1. If an employee is transferred from one store to another within the hours of a regular working day, the transfer shall take place on Company time. The

Company shall determine the method of and pay the cost of transportation required by an employee. It is agreed that the time allowed for such transfers will not exceed one-half (1/2) hour of Company time.

2. Where it will not interfere with the efficient operation of its business, the Company agrees that employees will be afforded an opportunity to work in the store within their seniority zone nearest their residence. The Company reserves the right to make a final decision in this regard.

7.18 It is the Company'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.

ARTICLE 8 – Meal and Rest Periods

8.01 Full-Time Employees

1. 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.
2. 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 **their** designate at least twenty-four (24) hours prior to the schedule being posted.
3. Where a part-time employee is scheduled thirty-seven (37) hours in a week, the Company 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, **they** 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 Company 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 in the Regina and Saskatoon, Prince Albert and Swift Current seniority zones shall be as set out in Appendix "A" of this Agreement.
- 9.02 Pay **statements are provided electronically**. A completely itemized computation of the employee's pay and overtime hours of work shall be shown conspicuously on this statement. **Upon request, employees will be given the opportunity to print off their pay statement using a store computer.**
- 9.03 Classification titles and rates of pay applicable thereto for any new classifications or positions that may be established by the Company hereafter shall be subject to negotiations and a Supplementary Agreement shall be executed between the Company and the Union.
- 9.04 The Company agrees to equal pay for equal work in accordance with the provisions of the "The Saskatchewan Employment Act".
- 9.05 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. **Notwithstanding anything in the agreement to the contrary, any employee relieving a Store Manager, Assistant Store Manager, Second Assistant Manager, Department Manager or Management Trainee noted in Section 2.02 for a complete week or more will have as a basic work week, forty (40) hours for that week or weeks.**

Relieving Store Manager – one dollar and fifty cents (\$1.50) per hour above the employee's regular rate;

Relieving First Assistant Store Manager – one dollar and twenty-five cents (\$1.25)

per hour above the employee's regular rate;

Relieving Head Cashier – one dollar (\$1.00) per hour above the employee's regular rate;

Relieving Food Service Manager, Bakery Manager, Produce Manager, **Deli Manager, Meat Manager**, Coffee Bar Operator and Second Assistant Manager – seventy-five (75¢) cents 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.

9.06 Any employee appointed by the Company to act as a Produce, **Food Service, Floral, Coffee Bar**, Meat or Deli Department Second, will be entitled to a premium of fifty (50¢) cents per hour for all hours worked or paid. **Any Bakery Production employee hired after November 13, 2005 designated by the Company 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.**

9.07 Full Service Floral

Any employee assigned to be the Floral Operator in a full service Floral Shop will receive a premium of twenty-five (25¢) cents per hour above the Sales/Service Clerk rate of pay for all full weeks so appointed. The full service Floral Shops are: **#4880, #4887, #4888, #4890, #4891** and #4895.

9.08 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.

9.09 Any employee employed by the Company shall be given a maximum credit of one thousand five hundred (1500) hours from the top rate for previous experience for the purpose of determining **their** wage rate, providing the employee has comparable experience and has been employed in a retail food store. **There shall be no maximum credit for employees hired as Floral Clerks, Cake Decorators, Bakers or Pharmacy Assistants.**

The Company may exceed these maximums for individual employees at its discretion where it would best serve the interest of the business. The Company will be fair and reasonable when determining the amount of credit the employee will receive and agrees to notify the Union in writing of any event where an employee is granted credit in excess of that required in this Article including the rationale. Upon request, the Company will meet with the Union to discuss and resolve any concerns raised.

Should an employee or the Union fail to file a complaint or grievance within thirty

(30) days of the date the Company sends a Form “B” card to the Union, the Company 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 Company may require the employee to provide proof of such experience and shall, in such an event, permit **them** 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 **their** employment. The employee will forfeit any right for this benefit after forty-five (45) days.

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 **the Provincial government**.

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 **their** 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 **their** 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 **their** 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 stores 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 Company 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 Company agrees it will endeavor to ensure trained volunteer employees are available. The Company 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. The pay for work performed on holidays will be in accordance with Article 10.02.
 5. In the event that the Company operates its stores on Easter Sunday, it will staff on a voluntary basis. If sufficient qualified employees do not volunteer, the Company 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 Company.

It is agreed between the parties that all employees affected by the 1978-80 Collective Agreement will not be retroactively adjusted for vacation entitlement as a result of the May 1st qualifier in the 8th year, 13th year and 18th year and will receive vacation entitlement in accordance with Article 11.03, 11.04 and 11.05.

Furthermore, all employees who have not qualified for the above vacation entitlement of 11.03 as of May 1, 1980 and all employees proceeding to full-time after May 1, 1980 shall receive vacation entitlements in accordance with the May 1st qualifier for future vacation entitlements.

However, 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 **their** regular rate of pay and shall take such vacation during the period from May 1st to September 30th, unless otherwise mutually agreed upon between the Company 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 **their** regular rate of pay; two (2) of which shall be scheduled during the established vacation period, the other two (2) weeks to be established at a time subject to the discretion of the Company.
- 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 **their** regular rate of pay; two (2) of which shall be scheduled during the established vacation period, the other three (3) weeks to be established at a time subject to the discretion of the Company.
- 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 **their** regular rate of pay; two (2) weeks of which shall be scheduled during the established vacation period, the other four (4) weeks to be established at a time subject to the discretion of the Company.
- 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 **their** regular rate of pay; two (2) weeks of which shall be scheduled during the established vacation period, the other five (5) weeks to be established at a time subject to the discretion of the Company.
- 11.07 Should an employee be absent from work in excess of three (3) months in any qualifying year, except for illness and injury, **their** vacation entitlement will be calculated at 3/52, 4/52, 5/52, 6/52, or 7/52, subject to **their** 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 twelve (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 **their** vacation calculated at 3/52nds, 4/52nds, 5/52nds, 6/52nds or 7/52nds subject to **their** continuous full-time service.

After twenty-four (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 **their** vacation calculated at 3/52nds, 4/52nds, 5/52nds, 6/52nds or 7/52nds subject to **their** 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 Company 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 **they** 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 the employees requesting them to indicate their preference as to vacation dates. Employees with the longest service with the Company will have priority, however, both parties agree that the vacation schedule must be practical insofar as the operation of the business is concerned. The Company, 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 1st to September 30th. 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 1st to September 30th.
5. Employees will be given an opportunity to indicate a preference for up to two weeks in prime time (May 1st to September 30th) between November 1st and December 1st of the preceding year.
6. After December 1st of the preceding year and before January 1st of each year, employees may indicate a preference for their remaining vacation period. 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 January 1st 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 Company will post the finalized vacation schedule by January 15th 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 Company. It is understood that in the case of employee transfers into a store or 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 Company 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 local management not agree with the Union's position then the Union may discuss the matter with the Company's Labour Relations Department or the person designated to handle labour relations matters.

11. The Company 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 Company 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. An employee will be allowed to reserve a week for a high volume week request. Such request will be ruled on at the discretion of the Company but no later than six (6) weeks prior to the requested event. If the final decision of the Company is negative, the reserved week will be scheduled within two (2) weeks of the decision.
- 11.12 Effective October 20, 1980, 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 Company 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 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.
- 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 **their** total earnings from the date **they** became entitled to **their** last annual vacation to the date of **their** termination.
- 11.14 Full time employees shall receive their vacation pay as part of their regular payroll cycle.
- 11.15 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 at least seven (7) days in advance and will be approved at the Company’s sole discretion but will not be unreasonably denied. This notice period can be waived by the Company at its’ discretion. Any individual days of vacation must be scheduled and taken by December 1st 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 **Effective January 1, 2024**, Part-time employees shall receive vacation pay **with their regular bi-weekly pay**, based on their **current bi-weekly earnings**.

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 If the employment of a part-time employee is terminated at any time from the commencement of **their** employment, the Company shall pay to **them**, in addition to all other amounts due to **them**, 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 Company in the seniority zone.
 2. Part-time seniority will be defined as an employee's continuous length of service with the Company in the seniority zone.
 3. The Regina seniority zone shall be defined as any Safeway store in the City of Regina. The Saskatoon seniority zone shall be defined as any Safeway store in the City of Saskatoon. The Prince Albert seniority zone shall be defined as any Safeway store in the City of Prince Albert. The Swift Current seniority zone shall be defined as any Safeway store in the City of Swift Current.
 4. Seniority may be acquired and exercised only within the seniority zone in accordance with the Collective Agreement.
 5. New employees shall be on probation for **three** hundred (**300**) hours worked. The **three** hundred (**300**) 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 **their** former position as a result of performance issues at the discretion of the Company.
 6. 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 Company, defined for the purpose of this clause as Sobeys Capital Incorporated, Winnipeg Operating Area.

In the event an employee in a management position with a retail background who has no bargaining unit seniority is put into a bargaining unit, he shall be deemed

to have bargaining unit seniority equal to one-half (1/2) of **their** continuous service with the Company in that seniority zone.

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.

7. Full-time and part-time seniority lists shall be provided in January and July of each year, with a copy to the Union.
8. Effective for new part-time employees hired on or after December 10, 1989, when two (2) or more part-time employees are hired on the same day in the same store, the Company 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. This ranking will also occur as stated above when a part-time employee is transferred to another store where two (2) or more employees have the same continuous date of hire.

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

1. voluntarily leaves the service of the Company;
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 Company 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, except as referred to Article 12.18.

- Employees regularly working full-time, recalled within twelve (12) months of their layoff or reduction to part-time by the Company shall retain their previous length of full-time service.
- 12.04 The Company 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 Company in the seniority zone, 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 (2), full-time employees reduced to part-time by the Company will be placed at the top of the part-time seniority list within the store, department and job classification based on **their** full-time seniority.
- 12.07 In the event an employee's job becomes redundant and that employee has been given, by the Company, 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 Company 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 Company shall give the affected employee(s) notice or pay in lieu of notice as follows:
1. one (1) week's written notice where **their** period of employment is less than one (1) year;
 2. two (2) weeks' written notice where **their** period of employment is one (1) year or more, but less than three (3) years;
 3. four (4) weeks' written notice where **their** period of employment is three (3) or more years, but less than five (5) years;
 4. six (6) weeks' written notice where **their** period of employment is five (5) years, but less than ten (10) years;
 5. eight (8) weeks' written notice where **their** 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 No part-time employee shall have **their** hours reduced when a casual employee is working hours that could be worked by the part-time employee, in which event the casual employee shall have **their** hours reduced.
- 12.11 Part-time employees who are desirous of becoming full-time employees or who wish to increase their hours of work shall inform the Company in writing. The Company agrees to give full consideration to the employee's request. All applications must be made on the understanding that the employee will accept a work assignment in any of the Company's stores within the seniority zone.
- 12.12 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.
- 12.13 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 Company, in determining qualifications, ability and fitness, shall act in good faith and shall not discriminate in any manner.
- 12.14 Job Posting
1. When a full-time position within the scope of the bargaining unit becomes permanently vacant and the Company determines that the position is to be filled, the Company agrees to fill said vacancy from part-time employees who have made an application in writing to the Company 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, **they** may do so, or should the employee not be able to perform the normal functions of the job in a competent manner, the Company may return the employee to **their** previous job before the completion of the

twenty (20) days' worked. In either event, **they** would return to **their** previous position and wage rate without loss of seniority. The Company 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 Company may fill it by laterally transferring other full-time employees, except that the Company 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 Company in writing at least fifteen (15) days prior to the posting being made. The Company 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 store number, department and location;
 - c) the number of positions to be filled unless the posting indicated "a number of";
 - d) the closing date of the posting;
 - e) 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 Company decides that said vacant position has become redundant.
- b) Vacant position(s) shall be posted in all stores in the seniority zone 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) The posting shall be returned to the Human Resources Department at the end of the posting.
- d) Employees wishing to apply for the full-time position posted shall do so on a form provided by the Company, in triplicate, and shall give said application form to the Store Manager, or management designate, no later than 4:00 p.m. on the 10th day, who shall sign it to verify that the employee has made said application for the job posting.
- e) **Electronic copies** shall immediately be sent to the Human Resources Department, to the Union and a copy shall be retained by the employee making the application.
- f) All employees must have a minimum of twelve (12) months' service with the Company 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.
- g) The name of the successful applicant, along with their seniority date, will be posted in all the stores in the seniority zone within fifteen (15) days of the original posting. The Company 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 four (4) weeks. If, during this period, the Company decides the employee is not performing satisfactorily in **their** new classification, **they** shall be returned to **their** former job classification. Similarly, if, during the qualifying period, the employee decides **they are** unsuited in the new classification, **they** may revert to **their** former job classification.

12.16 The Company agrees to notify the Union as far in advance as possible of the closing of any stores **or entire departments in a store** covered by this Agreement.

12.17 When a regular part-time vacancy within a store occurs, the Company 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 Company (**Store Manager or**

Human Resources **Business Partner**), 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 Company. 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 Company 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 Company 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 Company in cases where the employees’ restrictions would seriously impact **their** ability to work the required hours of the vacancy. Where an employee is denied a move under this clause for reasons of ability, the Company will, upon request, meet with the Union and the employee to discuss and resolve the issue.
4. Employees selected to the new position would receive a wage rate no higher than the level five hundred (500) hours below the top rate in the part-time scale. If the employee had been previously competent in the department, he would receive as a maximum the level two hundred and fifty (250) hours below the top rate.
5. The employee would be credited with the hours needed to maintain that rate and would then progress up the new scale.
6. During the first four (4) weeks of employment in the new job, the employee can opt to revert to **their** former position or the Company can determine the employee is unsuited and revert the employee to **their** former position. The employee may not restrict **their** availability during this training period.

7. After successfully completing the above period, the employee would receive hours of work in accordance with **their** availability and seniority in the new classification and department only.
 8. The Company reserves the right to limit these transfers to not more than one per department per store at any one time.
 9. In the event part-time vacancies exist and no part-time employees have requested a move to that department, this provision has no application.
 10. The name of the successful applicant will be posted in the store within ten (10) days of the appointment.
- 12.18
1. Notwithstanding 12.03, a part-time employee who is available at least two (2) evenings/week until closing and is unrestricted on Saturday, including Courtesy Clerks, with more than two (2) years' seniority who are scheduled for no hours of work for four (4) consecutive weeks (except for absence due to leave of absence, sickness or other excused absence) may request and be granted a transfer to another store in the seniority zone within their classification and department where a junior employee continues to receive hours of work.
 2. In cases where a part-time employee's thirteen (13) week average hours worked (base period) drops by fifty (50%) percent or more in any two (2) week period, the employee may request and be granted a transfer to another store in the seniority zone within their classification and department where a junior employee continues to receive hours of work. The thirteen (13) week base average will exclude all hours worked due to relief opportunities. The two (2) week calculation period will exclude self-imposed reductions (e.g. sickness, leave of absence, changes in restrictions). This hours reduction calculation will not apply to employees averaging less than sixteen (16) hours per week in the base period. Employees may not exercise a move unless such move will result in the restoration of at least twenty-five (25%) percent of the hour loss between the base period and the calculation period. For this provision to be triggered, the employee must advise the Company before the end of the two (2) week calculation period of their intent to exercise their rights under this provision.

ARTICLE 13 - Union Representatives' Visits

- 13.01 An authorized **Union Official or** Representative or Executive Officer of the Union shall be permitted, after notifying the Manager or **their** designate, to talk with an employee regarding Union matters during regular working hours. The interview of such employees by the **Union Official or** Union Representative or the Executive Officer shall be carried on in a place provided for and designated by the Company.

Time taken for such an interview in excess of five (5) minutes shall not be on Company time. The Union Representative will make every effort to advise the Store Manager or **their** designate of **their** arrival at the store.

ARTICLE 14 - Leave of Absence

- 14.01 1. The Company agrees to grant time off without pay and without discrimination to not more than two (2) employees per seniority zone 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 Company in sufficient time to secure a relief person for the job involved. It is understood that the maximum of two (2) employees per seniority zone will not be taken from the same store.
2. Employees will be granted time off, without pay, to attend to **Union Business** 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 store where the store has less than sixty (60) employees, two (2) per store where the store has between sixty (60) and one hundred and twenty (120) employees, in any event only a maximum of one (1) per Department. The Departments shall be as defined in Article 7.03 (2). The Union agrees that written requests for the leave referred to above be given the Company as far in advance as possible.
- 14.02 The Company shall consider a request for Leave of Absence from an employee for personal reasons who has been in the employ of the Company for twenty-four (24) consecutive months. Such request shall detail the reason for the leave of absence and be submitted in writing to the Human Resources **Business Partner** a minimum of four (4) weeks prior to the commencement of the requested leave. The Human Resources **Business Partner** 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. The parties further agree to develop an exhibit to be attached to the collective agreement outlining the Maternity/Parental/Adoption Leave issue, however such exhibit is not part of the agreement. 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 **one (1)** 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 Company 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) per store at any one time. **At the Company's discretion, they may exceed the maximum of one (1) employee per store based on operational requirements.**

It is further understood that employees enrolled in post-secondary education in an institution outside of their seniority zone, may request a leave of absence annually between September 1st and April 30th up to four (4) times in their career and will maintain their seniority and career hours on the appropriate scale provided they return to work for the months of May, June, July and August each year.

- 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, **shall** 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 term “immediate family” shall mean spouse (**including common law spouse**), parent, child, brother, sister, **step-sibling**, 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.
 3. **Full-time employees and part-time employees averaging twenty-four (24) hours or more per week in the four (4) weeks preceding the bereavement, shall be granted one (1) day off, with pay, in the event of the death of their aunt, uncle, niece, nephew, or grandparent-in-law.**
- 14.06 If an employee is requested to serve as a pallbearer, the Company 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.
- 14.07 All employees shall be entitled to all job-protected leaves of absence consistent with the Saskatchewan Employment Act that they are eligible for. Eligibility will be determined as described in the Saskatchewan Employment Act.**

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 Company 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 witness pay**, and bereavement leave but shall not include Weekly Indemnity, LTD or WCB.
- 16.02 Sick Leave - Part-time
1. Effective March 2, 1981, all 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, **jury and witness pay, bereavement leave**) 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, **their** designate or, in **their** 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 Company as indicated above of the estimated length of illness, when **they are** ready to return to work, and where **they** can be contacted relative to **their** illness.

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

Where the Company 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 **their** 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 Company 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 Company requires any further medical information the Company 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 Company will pay the cost for same.

- 16.05 The Company 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 Company. In such cases, the Company may discontinue or reduce the benefit of the employee, or terminate the employee.
- 16.07 The Company shall make available its Group Insurance Plan to eligible employees providing benefits as set out in the brochure, "**A Guide to Your Employee Benefits**".

The above-mentioned Plan will be provided to eligible employees at no cost to the employee. **Employees hired after January 12, 2023 shall be provided the above-**

mentioned plan at a cost share of ten (10%) percent to the employee and ninety (90%) percent to the Company.

- 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 Company's **Group Insurance Plan** 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 Company's **Group Insurance Plan** 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 Company's **Group Insurance Plan**. An employee who disqualifies under this clause will be entitled to re-qualify as noted above.
 3. Providing an employee is entitled to the weekly indemnity benefits and a claim has been properly completed and filed with the Company, in cases where the employee does not receive weekly indemnity payments within three (3) weeks of receipt of the claim, upon request of the employee an advance payment in an amount equal to such cases, the employee agrees to reimburse the Company when the weekly indemnity payment is received.

16.09 Long-Term Disability

1. The Company 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 27th week of disability when

the employee has exhausted benefits from the Company'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 Company 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 Company.

ARTICLE 17 - Safety and Health

- 17.01 The Company shall make provisions for the safety and health of its employees during working hours. The Union may, from time to time, bring to the attention of the Company recommendations for improvements in conditions of work and such recommendations shall be subject to discussion between the Company and the Union.
- 17.02 The Company agrees to pay the fee for those employees enrolled in the St. John's Ambulance Course. The employee must obtain authorization from the Company prior to enrollment in the course. The number of employees enrolled will be limited to one (1) per year per store.
- 17.03 The Company agrees to maintain adequate heating in all its stores.
- 17.04 The Company and the Union agree to co-operate in creating and maintaining a Health and Safety Committee in each store in accordance with the Saskatchewan Employment Act.

ARTICLE 18 - Smocks and Aprons

- 18.01 The Company agrees to maintain the present policy of supplying and laundering smocks and aprons without cost to the employees.
- 18.02 The Company 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 Company. Special clothing such as raincoats, parkas and baker's whites will continue to be supplied by the Company, where required in accordance with past practice.
- 18.03
1. 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. New employees will receive a shirt at time of hire.
 2. New employees who terminate their employment or who are terminated by the Company 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.

3. Employees are required to maintain their shirts in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the Company at cost. Shirts will be available in appropriate sizes.
4. This will not apply to employees who do not wear the **Safeway** uniform 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 **they have** sole access to the cash register and is given an opportunity to be present and participate in the cashing up of **their** register.

ARTICLE 20 - Notice Boards

- 20.01 The Company agrees to furnish and install notice boards in suitable locations 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 **their** designate prior to posting.

ARTICLE 21 - Union Shop Decals

- 21.01 The Company agrees that during the term of this Agreement, it shall permit the Union to supply and install a Union Shop decal in each of its stores. The decal shall be posted in a place approved by the Company, 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 Company.
- 22.02 The Union agrees not to call a meeting of its members, who are employees of the Company, during any hours which will interfere with the normal operations of the Company.

ARTICLE 23 - Adjustment of Grievances

- 23.01 Any complaint, disagreement or difference of opinion between the Company, **or** the Union covered by **this** 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 **The Union or the Company 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 **and/or the** 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
2. **The Union may present a formal grievance to the Company's Labour Relations Department**, 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 **fifteen (15) working** days of receiving the decision of the Labour Relations Division or within **fifteen (15) working** 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 **Where an employee attends an interview with the Company for the purpose of receiving discipline, or for an investigative interview, the employee shall have the right to a Shop Steward present. A Shop Steward will be involved in all meetings or discussions with employees which may result in discipline.**

Where a Shop Steward is not on duty and discipline must proceed, the same practices shall be followed with an employee witness, who is on duty, of the employee's choosing; however, the Company agrees to use its best efforts to contact the Chief Shop Steward or paid Union Representative to advise them of the meeting and invite them to attend.

It is the intent of the Company 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.

A copy of all formal notices of discipline (i.e., written warnings, suspensions, and discharges) shall be given to the Union Office or to the Shop Steward.

- 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 Company 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 Company and the Union mutually agree.
- 24.03 The nominees and the Chairperson as selected hereinafter or the Chairperson alone as referred to in 24.02 shall constitute the Board of Arbitration.
- 24.04 The Chairperson is to be selected by mutual agreement between the Company and the Union and if no agreement reached, the Chairperson is to be selected by the Chairperson of the Saskatchewan Labour Relations Board.
- 24.05 No person shall serve on the Board of Arbitration if **they are** 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 within sixty (60) days 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 Chairperson of the Board of Arbitration shall be borne equally by the Company and the Union. The fees and expenses of the Union nominee will be borne by the Union and the fees and expenses of the Company nominee will be borne by the Company.
- 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 Company agrees to make a direct contribution to the "Saskatchewan Retail Wholesale and Department Store Employees Dental Trust Fund" hereinafter known as "The Fund" of forty-four (44¢) cents per hour effective September 15, 2019 (**forty-six (46¢) cents effective January 15, 2023**) 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 be forwarded to The Fund within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.
- 26.02 The Fund will be administered by a Board of Trustees made up of an equal number of representatives of each side, to a maximum of four (4) on each side. The Trustees shall appoint a Chairperson from the Trustees with the Secretary appointed from the opposite side.
- 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 Company'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 Company'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 – Suppliers Representative

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, **tobacco companies and Jacent representatives** will not price products in stores, stock or replenish merchandise other than to rotate or check code dating on shelf stock. **In the event that Jacent is replaced during the term of this agreement by the Employer the new company and their representatives will be covered by this Article.**

It is understood that representatives of the above mentioned companies can also perform reline duties (which do not include the movement of Employer owned shelves) in these sections as required.

ARTICLE 28 - Duration of Agreement

This agreement shall be effective from the **26th day of June, 2022** and shall remain in force until the **15th day of January, 2028**. Nothing in this agreement is retroactive unless specifically provided herein by the parties.

SIGNED THIS 28th DAY OF JUNE 2023.

ON BEHALF OF THE UNION:

"Trevor Miller"

"Jeremy Jjian"

"Dawn Ruzicka"

"Blair Weir"

"Tyler Broley"

"Leanne Wiebe"

"Elaine Davies"

ON BEHALF OF THE COMPANY:

"Sean Naldrett"

"Danielle Rhoda"

"Marielle Rulloda"

APPENDIX "A"

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

Wage Scales

A – 1 Second Assistant Manager, Produce Department Manager

| Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|---------|-----------|-----------|-----------|-----------|-----------|
| 24.12 | 24.62 | 25.02 | 25.42 | 25.82 | 26.27 |

A – 2 Food Service Manager *

| Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|---------|-----------|-----------|-----------|-----------|-----------|
| 24.52 | 25.02 | 25.42 | 25.82 | 26.22 | 26.67 |

*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 | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|---------|-----------|-----------|-----------|-----------|-----------|
| 25.03 | 25.53 | 25.93 | 26.33 | 26.73 | 27.18 |

A-4 Head Cashier

| Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|---------|-----------|-----------|-----------|-----------|-----------|
| 23.93 | 24.43 | 24.83 | 25.23 | 25.63 | 26.08 |

FOR EMPLOYEES HIRED PRIOR TO MAY 11, 1999

A-5 Sales/Service Clerks Hired Prior to May 11, 1999 (This classification shall include: Clerk Cashiers, Service Clerks (Deli Clerks, Floral Clerks, Bakery Clerks and Meat Clerks), Food Clerks (Grocery Clerks [including Variety/General Merchandise Clerks], Produce Clerks, Bakery Helpers and Cake Decorators.)

| Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|---------|-----------|-----------|-----------|-----------|-----------|
| 22.93 | 23.43 | 23.83 | 24.23 | 24.63 | 25.08 |

A-6 Journeyman Baker

| Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|---------|-----------|-----------|-----------|-----------|-----------|
| 24.04 | 24.54 | 24.94 | 25.34 | 25.74 | 26.19 |

A-7 Doughman/Ovenman

| Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|---------|-----------|-----------|-----------|-----------|-----------|
| 23.80 | 24.30 | 24.70 | 25.10 | 25.50 | 25.95 |

A-8 Tablehand

| Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|---------|-----------|-----------|-----------|-----------|-----------|
| 23.66 | 24.16 | 24.56 | 24.96 | 25.36 | 25.81 |

FOR EMPLOYEES HIRED AFTER MAY 11, 1999 AND BEFORE NOV. 13, 2005

A-9 Sales/Service Clerks Hired after May 11, 1999 and before November 13, 2005
(This classification shall include: Clerk Cashiers, Service Clerks (Deli Clerks, Floral Clerks, Bakery Clerks and Meat Clerks), Food Clerks (Grocery Clerks [including Variety/General Merchandise Clerks], Produce Clerks, Bakery Helpers and Cake Decorators.)

| HOURS | Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|---------------|---------|-----------|-----------|-----------|-----------|-----------|
| Over 7500 hrs | 22.15 | 22.65 | 23.05 | 23.45 | 23.85 | 24.30 |

A-10 Meat Cutters, Journeyman Baker, Dough/Ovenhand and Table Hand:

| HOURS | Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|---------------|---------|-----------|-----------|-----------|-----------|-----------|
| Over 7500 hrs | 23.65 | 24.15 | 24.55 | 24.95 | 25.35 | 25.80 |

FOR EMPLOYEES HIRED ON OR AFTER OR PROMOTED OR TRANSFERRED INTO AFTER NOVEMBER 13, 2005

A-11 Sales/Service Clerks Hired after November 13, 2005 and before February 23, 2018 (This classification shall include: Clerk Cashiers, Service Clerks (Deli Clerks, Floral Clerks, Bakery Clerks and Meat Clerks), Food Clerks (Grocery Clerks [including Variety/General Merchandise Clerks], Produce Clerks, Bakery Helpers and Cake Decorators.)

| HOURS | Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|------------------------|----------------|------------------|------------------|------------------|------------------|------------------|
| 0 - 500 hrs | 13.00 | 13.00 | 14.00 | 15.00 | 15.00 | 15.00 |
| 501 - 1000 hrs | 13.10 | 13.10 | 14.05 | 15.05 | 15.05 | 15.05 |
| 1001 - 1500 hrs | 13.20 | 13.20 | 14.10 | 15.10 | 15.10 | 15.10 |
| 1501 - 2000 hrs | 13.30 | 13.30 | 14.15 | 15.15 | 15.15 | 15.15 |
| 2001 - 2500 hrs | 13.40 | 13.40 | 14.20 | 15.20 | 15.20 | 15.20 |
| 2501 - 3000 hrs | 13.50 | 13.50 | 14.25 | 15.25 | 15.25 | 15.25 |
| 3001 - 3500 hrs | 13.60 | 13.60 | 14.30 | 15.30 | 15.30 | 15.30 |
| 3501 - 4000 hrs | 13.70 | 13.70 | 14.35 | 15.35 | 15.35 | 15.35 |
| 4001 - 4500 hrs | 13.80 | 13.80 | 14.40 | 15.40 | 15.40 | 15.40 |
| 4501 - 5000 hrs | 13.90 | 13.90 | 14.45 | 15.45 | 15.45 | 15.45 |
| 5001 - 5500 hrs | 14.00 | 14.00 | 14.50 | 15.50 | 15.50 | 15.50 |
| 5501 - 6000 hrs | 14.10 | 14.10 | 14.55 | 15.55 | 15.55 | 15.55 |

| | | | | | | |
|----------------------------|-------|--------------|--------------|--------------|--------------|--------------|
| 6001 – 6500 hrs | 14.20 | 14.20 | 14.60 | 15.60 | 15.60 | 15.60 |
| 6501 – 7000 hrs | 14.30 | 14.30 | 14.65 | 15.65 | 15.65 | 15.65 |
| 7001 – 7500 hrs | 14.40 | 14.40 | 14.70 | 15.70 | 15.70 | 15.70 |
| Over 7500 hrs | 20.15 | 20.65 | 21.05 | 21.45 | 21.85 | 22.30 |

**A-12 BAKERY/MEAT PRODUCTION Hired after November 13, 2005
(Journeyman Baker, Dough/Oven/ Table Hand/ Meat Production)**

| HOURS | Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|----------------------------|----------------|------------------|------------------|------------------|------------------|------------------|
| 0 - 500 hrs | 13.00 | 13.00 | 14.00 | 15.00 | 15.00 | 15.00 |
| 501 - 1000 hrs | 13.10 | 13.10 | 14.05 | 15.05 | 15.05 | 15.05 |
| 1001 – 1500 hrs | 13.20 | 13.20 | 14.10 | 15.10 | 15.10 | 15.10 |
| 1501 – 2000 hrs | 13.30 | 13.30 | 14.15 | 15.15 | 15.15 | 15.15 |
| 2001 – 2500 hrs | 13.40 | 13.40 | 14.20 | 15.20 | 15.20 | 15.20 |
| 2501 – 3000 hrs | 13.50 | 13.50 | 14.25 | 15.25 | 15.25 | 15.25 |
| 3001 – 3500 hrs | 13.60 | 13.60 | 14.30 | 15.30 | 15.30 | 15.30 |

| | | | | | | |
|----------------------------|-------|--------------|--------------|--------------|--------------|--------------|
| 3501 – 4000 hrs | 13.70 | 13.70 | 14.35 | 15.35 | 15.35 | 15.35 |
| 4001 – 4500 hrs | 13.80 | 13.80 | 14.40 | 15.40 | 15.40 | 15.40 |
| 4501 – 5000 hrs | 13.90 | 13.90 | 14.45 | 15.45 | 15.45 | 15.45 |
| 5001 – 5500 hrs | 14.00 | 14.00 | 14.50 | 15.50 | 15.50 | 15.50 |
| 5501 – 6000 hrs | 14.10 | 14.10 | 14.55 | 15.55 | 15.55 | 15.55 |
| 6001 – 6500 hrs | 14.57 | 14.57 | 14.60 | 15.60 | 15.60 | 15.60 |
| 6501 – 7000 hrs | 15.10 | 15.10 | 15.10 | 15.65 | 15.65 | 15.65 |
| 7001 – 7500 hrs | 15.62 | 15.62 | 15.62 | 15.70 | 15.70 | 15.70 |
| Over 7500 hrs | 22.05 | 22.55 | 22.95 | 23.35 | 23.75 | 24.20 |

A-13 COURTESY CLERKS HIRED BEFORE FEBRUARY 23, 2018

| HOURS | Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|------------------------|----------------|------------------|------------------|------------------|------------------|------------------|
| 0-500 hours | 13.00 | 13.00 | 14.00 | 15.00 | 15.00 | 15.00 |
| 501-1000 hours | 13.10 | 13.10 | 14.05 | 15.05 | 15.05 | 15.05 |
| 1001-1500 hours | 13.20 | 13.20 | 14.10 | 15.10 | 15.10 | 15.10 |
| 1501-2000 hours | 13.30 | 13.30 | 14.15 | 15.15 | 15.15 | 15.15 |
| 2001-2500 hours | 13.40 | 13.40 | 14.20 | 15.20 | 15.20 | 15.20 |
| Over 2500 hours | 13.60 | 14.10 | 14.50 | 15.40 | 15.80 | 16.25 |

A-14 COFFEE BAR SERVERS

| HOURS | Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|------------------------|----------------|------------------|------------------|------------------|------------------|------------------|
| 0-500 hours | 13.00 | 13.00 | 14.00 | 15.00 | 15.00 | 15.00 |
| 501-1000 hours | 13.10 | 13.10 | 14.05 | 15.05 | 15.05 | 15.05 |
| 1001-1500 hours | 13.20 | 13.20 | 14.10 | 15.10 | 15.10 | 15.10 |
| 1501-2000 hours | 13.30 | 13.30 | 14.15 | 15.15 | 15.15 | 15.15 |
| Over 2000 hours | 14.90 | 15.40 | 15.80 | 16.20 | 16.60 | 17.05 |

A-15 COFFEE BAR OPERATORS

| HOURS | Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|------------------------|----------------|------------------|------------------|------------------|------------------|------------------|
| 0-500 hours | 14.40 | 15.90 | 16.30 | 16.70 | 17.10 | 17.55 |
| 501-1000 hours | 15.40 | 16.90 | 17.30 | 17.70 | 18.10 | 18.55 |
| Over 1000 hours | 17.90 | 18.40 | 18.80 | 19.20 | 19.60 | 20.05 |

A – 16**PHARMACY ASSISTANTS**

A new scale will be created for Pharmacy Assistants hired after June 2, 2011 as noted below. Existing Pharmacy Assistants hired after November 13, 2005 will be slotted into that new scale in accordance with their service with the Company.

Any employee with more than five (5) years service with the Company will proceed to the new top rate effective June 5, 2011

Employees with less than five (5) years of service with the Company but more than three (3) years service will be placed at the wage level next to the top rate. They would then progress up the scale in accordance with hours worked or paid thereafter.

Those employees with less than three (3) years service will be placed on the next higher wage rate in the new scale and be credited with the number of hours required to maintain that rate. They would then progress up the scale in accordance with hours worked or paid thereafter.

PHARMACY ASSISTANTS HIRED AFTER November 13, 2005

| <i>Hours</i> | Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|--------------------|----------------|------------------|------------------|------------------|------------------|------------------|
| 0 – 500 hrs | 13.50 | 15.00 | 16.00 | 17.00 | 17.00 | 17.00 |
| 501 – 1000 hrs | 14.00 | 15.50 | 16.50 | 17.50 | 17.50 | 17.50 |
| 1001 – 2000 hrs | 14.50 | 16.00 | 17.00 | 18.00 | 18.00 | 18.00 |
| 2001 – 3000 hrs | 15.00 | 16.50* | 17.50* | 18.50* | 18.50* | 18.50* |
| 3001 – 4000 hrs | 15.50 | 17.50 | 18.00 | 19.00 | 19.00 | 19.00 |
| 4001 – 4500 hrs | 16.50 | 18.00 | 19.00 | 20.00 | 20.00 | 20.00 |
| 4501 – 5000 hrs | 17.50 | 19.00 | 20.00 | 21.00 | 21.00 | 21.00 |
| Over 5000 hrs | 22.15 | 23.15 | 23.55 | 23.95 | 24.35 | 24.80 |

*** Denotes the start rate for Prince Albert Pharmacy Assistants Hired after November 13, 2005.**

PHARMACY ASSISTANTS HIRED AFTER May 11, 1999 and before November 13, 2005

| Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|---------|-----------|-----------|-----------|-----------|-----------|
| 22.15 | 23.15 | 23.55 | 23.95 | 24.35 | 24.80 |

PHARMACY ASSISTANTS HIRED BEFORE May 11, 1999

| Current | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|---------|-----------|-----------|-----------|-----------|-----------|
| 22.93 | 23.93 | 24.33 | 24.73 | 25.13 | 25.58 |

A – 17

Wage Scale for all Sales/Service Clerk and Courtesy Clerk employees hired after February 23, 2018 (This classification shall include: Clerk Cashiers, Service Clerks (Deli Clerks, Floral Clerks, Bakery Clerks and Meat Clerks), Food Clerks (Grocery Clerks [including Variety/General Merchandise Clerks], Produce Clerks, Bakery Helpers and Cake Decorators.) as follows:

| | Current | Hours | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|-------------------|---------|--------------------------|-----------|--------------|--------------|-----------|-----------|
| 0 - 500 hours | 13.00 | 0-500 hours | 13.00 | 14.00 | 15.00 | 15.00 | 15.00 |
| 501 - 1000 hours | 13.10 | 501-1000 hours | 13.10 | 14.05 | 15.05 | 15.05 | 15.05 |
| 1001 – 1500 hours | 13.20 | 1001-1500 hours | 13.20 | 14.10 | 15.10 | 15.10 | 15.10 |
| 1501 – 2000 hours | 13.30 | 1501 – 2000 hours | 13.30 | 14.15 | 15.15 | 15.15 | 15.15 |
| 2001 – 2500 hours | 13.40 | 2001-2500 hours | 13.40 | 14.20 | 15.20 | 15.20 | 15.20 |
| 2501 – 3000 hours | 13.50 | 2501-3000 hours | 13.50 | 14.25 | 15.25 | 15.25 | 15.25 |
| 3001 – 3500 hours | 13.60 | 3001 – 3500 hours | 13.60 | 14.30 | 15.30 | 15.30 | 15.30 |
| 3501 – 4000 hours | 13.70 | 3501-4000 hours | 13.70 | 14.35 | 15.35 | 15.35 | 15.35 |
| 4001 – 4500 hours | 13.80 | 4001-4500 hours | 13.80 | 14.40 | 15.40 | 15.40 | 15.40 |
| 4501 – 5000 hours | 13.90 | 4501 – 5000 hours | 13.90 | 14.45 | 15.45 | 15.45 | 15.45 |

| | | | | | | | |
|-------------------|-------|--------------------------|--------------|--------------|--------------|-------|-------|
| 5001 – 5500 hours | 14.00 | 5001-5500 hours | 14.00 | 14.50 | 15.50 | 15.50 | 15.50 |
| 5501 – 6000 hours | 14.10 | 5501 – 6000 hours | 14.10 | 14.55 | 15.55 | 15.55 | 15.55 |
| Over 6000 hours | 14.25 | 6001 – 6500 hours | 14.25 | 14.60 | 15.60 | 15.60 | 15.60 |
| Senior Clerk | | 6501 – 7000 hours | 15.25 | 15.25 | 15.65 | 15.65 | 15.65 |
| 0 - 500 hours | 14.50 | 7001-7500 hours | 16.00 | 16.00 | 16.00 | 16.00 | 16.00 |
| 501 - 1000 hours | 15.25 | 7501 – 8000 hours | 17.10 | 17.10 | 17.10 | 17.10 | 17.10 |
| 1001 – 1500 hours | 16.00 | Over 8000 hours | 19.05 | 19.45 | 19.85 | 20.25 | 20.70 |
| 1501 – 2000 hours | 17.10 | | | | | | |
| Over 2000 hours | 18.55 | | | | | | |

All new Courtesy Clerks hired after February 23, 2018 will progress up the wage scale based on hours worked or paid to the **four** thousand and one (**4001**) level in the new wage scale above and be capped at that level.

Transition Language: Sales/Service Clerks move to where their career hours take them on the new scale. Courtesy Clerks move to where their career hours take them but not higher than the 4001 hour level unless they are over-scaled.

A-18 - Management Trainees:

| <i>Hours</i> | 15-Jan-23 | 01-Oct-23 | 29-Sep-24 | 05-Oct-25 | 04-Oct-26 |
|-------------------------|------------------|------------------|------------------|------------------|------------------|
| 0 - 500 hours | 17.55 | 17.55 | 17.55 | 17.55 | 17.55 |
| 501 - 1000 hours | 18.05 | 18.05 | 18.05 | 18.05 | 18.05 |
| over 1000 hours | 19.05 | 19.45 | 19.85 | 20.25 | 20.70 |

Note: Existing Over Scale Management Trainees will not have their rate of pay reduced as a result of the implementation of this scale.

A-19

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 **their** Courtesy Clerk hours to a maximum of 1920 hours for the purposes of establishing **their** 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 Company 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 stores and correspondingly regular part-time employees in the stores would have no claim on Courtesy Clerks hours unless Courtesy Clerks perform work not in (4) below, and except as covered in Article 7.16.
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, **facing**, perishable replacements, getting change, all take-backs, clean-up in the lunch room, **cleaning shelves**, and washrooms, and clean-up in parking lot around the store. **It is agreed that facing duties shall not exceed three (3) hours per day.**
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 **their** full shift, except as covered in Article 7.16.
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 Company 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. For stores with 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). In stores where night shopping does not take place, the one-half (1/2) hour referred to above may be one (1) hour

A-20

WAGES**Current Top Rated or Over-scale Employees as of January 12, 2023:**

Active employees who were on the payroll as of January 12, 2023 at the top rate or over-scale as of the effective dates listed below shall receive the following increases:

Effective January 15, 2023 – fifty (50¢) cent increase (Excluding Pharmacy Assistants). Top Rated and Over-scale Pharmacy Assistants – One (\$1) dollar.

Effective October 1, 2023 – forty (40¢) cent increase.

Effective September 29, 2024 – forty (40¢) cent increase.

Effective October 5, 2025 – forty (40¢) cent increase.

Effective October 4, 2026 – forty-five (45¢) cent increase.

Signing Bonus For Employees on the Payroll of the Company on January 12, 2023:

Full-time employees: Four hundred (\$400) dollars.

Employees averaging 24 or more regular hours worked per week in the 52 weeks immediately preceding the payment: Two hundred (\$200) dollars.

Employees averaging between 4 to 23.99 regular hours worked per week in the 52 weeks immediately preceding the payment: One Hundred (\$100) dollars.

Lump Sums For Top Rated Employees on the Payroll of the Company on January 12, 2023:

Lump sums to be paid as follows on the following effective dates:

October 1, 2023

September 29, 2024

Full-time employees: Two hundred - fifty (\$250) dollars.

Employees averaging 24 or more regular hours worked per week in the 52 weeks immediately preceding the payment: One hundred (\$100) dollars.

Employees averaging between 4 to 23.99 regular hours worked per week in the 52 weeks immediately preceding the payment: Fifty (\$50) dollars.

The words “on the payroll of the Company” shall include all employees who are

currently on vacation, authorized leave of absence, sick leave, injury leave, Short Term Disability, Long Term Disability, Workers' Compensation, maternity leave or parental leave. Employees on a bona fide leave shall receive their lump sum upon their return to work should they return prior to one year from January 12, 2023.

Employees who are absent for the entire calculation period will have signing bonus calculated on the first four (4) weeks average hours after their full return to work. Those employees who have some complete weeks of absences due to verified disability will have those weeks excluded from the calculation.

The signing and lump sum bonus payments listed above will be paid within four (4) weeks of the effective dates.

A-21

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 **five** cent (**5¢**) 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 **five** cent (**5¢**) increases every five hundred (500) hours until their class hours correspond with an existing rate on the employees scale.

In all cases employees in the progression or start rate will receive a minimum **five** cent (**5¢**) increase every five hundred (500) hours.

APPENDIX "B"

It is agreed that the Company 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 Company 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 Company 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 "C"

It is agreed that the Company 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 9.09 listed below:

"Any employee employed by the Company shall be given a maximum credit of one thousand five hundred (1500) hours from the top rate for previous experience for the purpose of determining **their** wage rate, providing the employee has comparable experience and has been employed in a retail food store. **There shall be no maximum credit for employees hired as Floral Clerks, Cake Decorators, Bakers or Pharmacy Assistants.**

The Company may exceed these maximums for individual employees at its discretion where it would best serve the interest of the business. The Company will be fair and reasonable when determining the amount of credit the employee will receive and agrees to notify the Union in writing of any event where an employee is granted credit in excess of that required in this Article including the rationale. Upon request, the Company will meet with the Union to discuss and resolve any concerns raised.

Should an employee or the Union fail to file a complaint or grievance within thirty (30) days of the date the Company sends a Form "B" card to the Union, the Company 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 Company may require the employee to provide proof of such experience and shall, in such an event, permit **them** 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 **their** 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 Company _____ Years or months of
Experience _____

If out of province, proof of previous experience submitted _____
Employee: _____ Company: _____

APPENDIX “D”**GAS BAR**

1. This appendix shall cover all terms and conditions of employment for Gas Bar employees.
2. Each gas bar/fuel station opened by the Company in Saskatchewan (except Moose Jaw) will be deemed a separate entity for the purposes of all staffing decisions and there will be no movement from one gas bar to another or from the gas bar to any store except in emergency situations as determined by the Company.
3. The employees shall be entitled to vacations and statutory holidays in accordance with The Saskatchewan Employment Act of the Province of Saskatchewan.
4. Meal and rest periods will be as follows:
 - a) Employees shall receive one (1) rest period with pay for a shift of four (4) or more and not more than five (5) hours.
 - b) An employee working a shift of more than five (5) hours and less than seven (7) hours shall receive two (2) rest periods, one with pay and one without pay. An employee may voluntarily choose to waive the unpaid rest period.
 - c) An employee working a shift of seven (7) or more hours shall receive two (2) rest periods with pay and a meal period without pay. All rest periods and meal periods will be fifteen (15) minutes. When relief is available, by mutual agreement, the unpaid meal period could be extended to thirty (30) minutes.
5. The Company will, after the employee has completed a minimum of three thousand (3000) hours worked, match a full-time employee's contribution to an RRSP to a maximum of two (2.0%) percent of an employee's gross earnings in the previous calendar year.
6. The Gas Bar/Fuel Station Operator would be deemed an excluded position from the Collective Agreement. The Company will have the right at its discretion to appoint one bargaining unit employee/location to act as full-time Team Coordinator.
7. The full-time basic workweek will be forty (40) hours/week. Part time employees may be scheduled shifts ranging in length between four (4) and eight (8) hours. Overtime at the rate of time and one half is payable for all hours worked over forty (40) in one week.
8. Full-time Seniority will be defined as an employee's length of continuous service with the Company as a full-time employee in the location gas bar. Part-time seniority will be defined as an employee's length of continuous service in the location gas bar. In

the event an employee is transferred by the Company within the bargaining unit **they** will retain **their** seniority in the new location. The decision to grant or reject a transfer shall be at the Company's sole discretion.

9. Part-time employees will be scheduled on a weekly preference basis of scheduling. This means that the senior part-time employee will receive as many or more weekly hours of work than a junior part-time employee.
10. In management's sole discretion, an employee shall be appointed as determined by Management as Person-in-Charge on a shift. A premium of forty (40¢) cents per hour for all regular hours shall be paid to an employee so appointed on shift in excess of two (2) hours when the Fuel Station Operator or Team Co-ordinator is not on the shift.
11. The employee may request and the Company may grant personal leaves of absence.
12. The Company, the Union and the employees mutually agree to co-operate in maintaining and improving safe working conditions in all of the Company's Gas Bars. The Company agrees to ensure, as far as is reasonably practical to do so, the health and safety of the employees in all of the gas bars and address health and safety hazards that arise in the workplace. Employees agree to work in a safe manner respecting all safety rules and using equipment provided. The Union or any employee may bring to the attention of the Company any health and safety concerns.
13. The following clauses of the Collective Agreement apply:
Article 1, 2, 3, 4, 5, 6, 13, 17, 19, 20, 21, 22, 23, 24, 25, 28, Letters of Understanding # 6, 7 and 8.
14. The rates of pay for Gas Bar/Fuel Station attendants will be as follows:

D-15 Service Technician

| Hours | Current | Sept. 29, 2019 | Nov 24, 2019 | June 28, 2020 | June 27, 2021 |
|----------------------------|----------------|-----------------------|---------------------|----------------------|----------------------|
| 0 - 500 | 11.06 | 11.32 | 11.06 | 11.06 | 11.06 |
| 501- 1000 | 11.16 | 11.42 | 11.16 | 11.16 | 11.16 |
| 1001 - 1500 | 11.26 | 11.52 | 11.26 | 11.26 | 11.26 |
| 1501 - 2000 | 11.36 | 11.62 | 11.36 | 11.36 | 11.36 |
| 2001 - 2500 | 11.46 | 11.72 | 11.46 | 11.46 | 11.46 |
| 2501 - 3000 | 11.56 | 11.82 | 11.56 | 11.56 | 11.56 |
| 3001 - 3500 | 11.66 | 11.92 | 11.66 | 11.66 | 11.66 |
| 3501 - 4000 | 11.76 | 12.02 | 11.76 | 11.76 | 11.76 |
| Over 4000 Hours | 12.26 | 12.26 | 12.41 | 12.56 | 12.76 |

D-16 Team Co-ordinator

| Hours | Current | Sept. 29, 2019 | Nov 24, 2019 | June 28, 2020 | June 27, 2021 |
|----------------------------|----------------|-----------------------|---------------------|----------------------|----------------------|
| 0 - 500 | 11.06 | 11.32 | 11.06 | 11.06 | 11.06 |
| 501- 1000 | 11.16 | 11.42 | 11.16 | 11.16 | 11.16 |
| 1001 - 1500 | 11.26 | 11.52 | 11.26 | 11.26 | 11.26 |
| 1501 - 2000 | 11.36 | 11.62 | 11.36 | 11.36 | 11.36 |
| 2001 - 2500 | 11.46 | 11.72 | 11.46 | 11.46 | 11.46 |
| 2501 - 3000 | 11.56 | 11.82 | 11.56 | 11.56 | 11.56 |
| 3001 - 3500 | 11.66 | 11.92 | 11.66 | 11.66 | 11.66 |
| Over 3500 hours | 12.75 | 12.75 | 12.90 | 13.05 | 13.25 |

APPENDIX "E"

SASKATCHEWAN EMPLOYMENT ACT – MATERNITY/PARENTAL/ADOPTION LEAVE

The Parties agree to comply with the Saskatchewan Employment Act as it applies to Maternity/Parental/Adoption Leave. However, the following is provided as a guideline of information:

1. Maternity Leave

Pregnant employees, after at least **thirteen (13)** weeks of employment immediately preceding the day on which the requested leave is to commence, shall be granted maternity leave of absence **commencing at any time during the period of thirteen (13) weeks preceding the estimated date of birth, and no later than the date of birth.** The duration of such leave shall be at the discretion of the employee and not to exceed **nineteen (19) weeks.** **If the actual date of birth is later than the estimated date of birth, the employee is entitled to not less than six (6) weeks' leave after the actual date of birth. An employee may extend the leave for a further period of six (6) weeks if the employee is unable for medical reasons to return to work after the expiration of the maternity leave. A medical certificate may be required if this extension is requested.** The employee shall give the Company a minimum of four (4) weeks' notice prior to the start of such leave if the leave requested is in excess of six (6) weeks prior to the expected birth of the child. The employee shall be required to submit a certificate from a qualified medical practitioner certifying that **they are** pregnant and indicating the estimated date of confinement. The employee shall give the Company a minimum of four (4) weeks' notice prior to the date **they** intend to resume employment. If the employee returns to work within six (6) weeks of the birth of the child, **they** shall be required to submit a medical certificate certifying **them** to be medically fit to work. The employee's benefits held before such leave shall continue to be available at the expense of the employee. Seniority shall accumulate during the maternity leave.

2. Parental Leave

Employees, after at least **thirteen (13)** weeks of employment immediately preceding the day on which the requested leave is to commence, shall be granted a parental leave of absence. Such leave shall not exceed **(a) fifty-nine (59) weeks if the employee has taken a maternity leave or an adoption leave; or (b) seventy-one (71) weeks in other cases,** and must be taken **during the period of (a) thirteen (13) weeks preceding the estimated date of birth or the estimated date on which the child is to come into the employee's care, as the case may be; and (b) either: (i) if one employee is taking leave pursuant to this section, seventy-eight (78) weeks following the actual date of birth or the actual date on which the child comes into the employee's care; or (ii) if two employees are taking leave pursuant to this section with respect to the same child, eighty-six (86) weeks following the actual date of birth or the actual date on which the child comes**

into the employee's care. Pregnant employees who have availed themselves of the leave in sub-section (1) above are eligible provided the cumulative time off does not exceed **seventy-eight (78)** weeks. The employee's benefits held before such leave shall continue to be available. Seniority shall accumulate during the parental leave in the same manner as sub-section (1) above. 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.

3. Adoption Leave

An employee after at least thirteen (13) weeks of employment is entitled to an adoption leave of nineteen (19) weeks commencing on the date on which the child comes into the employee's care or becomes available for adoption if the employee is to be the primary caregiver of the adopted child during the period of the leave. The employee must provide written notice four (4) weeks before the day the leave begins and should state what date the child is expected to come into the employee's care. If this date is not known and if requested by the employer, the notice should include whatever notice has been given by Social Services, the adoption agency, or the birth parent.

LETTERS OF UNDERSTANDING

BETWEEN: SOBEYS CAPITAL INCORPORATED – SAFEWAY
OPERATIONS
REGINA, SASKATOON,
PRINCE ALBERT (PHARMACY) & SWIFT CURRENT

AND: SASKATCHEWAN JOINT BOARD,
RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION, LOCALS 454,480,496 & 950

LETTER #1

JOB SECURITY

1. The Company agrees that not less than thirty-five (35%) of all employees working in the seniority zone, excluding Courtesy Clerks, shall be employed as full-time employees for the duration of this Agreement. Effective November 10, 2005 this 35% will, by attrition, move to 30%. The parties further agree that should the ratio fall below 30% calculated as noted below, the Company 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 Company.
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 Company 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 Company will provide, no more than annually upon request from the Union, a list of employees and their previous year's total hours paid. The Union or an employee may request this information to resolve the question of a specific employee on an as needed basis.

LETTER #3

SERVICE MEAT COUNTER

1. Employees who were formerly full-time Meat Cutters **or unionized** Meat Managers will be given first opportunity to work in the Full Service Meat Counter. If so designated by management as the full-time employee, **they** will be entitled to receive a premium equal to the difference between **their** current rate and **their** former meat cutter rate for all hours.
2. Employees who were not formerly full-time Meat Cutters **or unionized** Meat Managers who accept a job in a Full Service Meat Counter, **will be** the full-time employee designated as in 1) above **and** will receive the appropriate Meat Production **hired after November 13th, 2005** rate of pay.
3. Any employee who was a former Meat Cutter or **unionized** Meat Manager who is designated to relieve the full-time employee in the Full Service Meat Counter for one complete week or more will receive a premium equal to the difference between **their** current rate and **their** former meat cutter rate for all hours.
4. Any employee who was not a former Meat Cutter or **unionized** Meat Manager who is designated to relieve the full-time employee in the Full Service Meat Counter for one complete week or more will receive a premium of fifty (50¢) cents per hour for all hours.

LETTER #4

COFFEE BAR

- 1) In stores where a Coffee Bar operation exists there will be one employee designated by the Company to act as the Coffee Bar Operator. The operation will be treated as a Coffee Bar department within the store and will be subject to all the terms and conditions of the collective agreement except that employees of the coffee bar could not transfer out of that department and employees of other departments could not transfer into the Coffee Bar operation. **Effective January 15, 2023, employees with two (2) years of service in the Coffee Bar will be eligible to apply to transfer to another department.**
- 2) Store employees will not be used in the Coffee Bar operation except for relief in emergency situations and in unusual circumstances.

LETTER #5

NIGHT STOCKING

The Company 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 **takes effect November 13, 2005 and** 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 Company. Those employees will not be required to work more than three (3) consecutive months on nights unless they are willing to do so.

LETTER #6

TECHNOLOGICAL CHANGE

The Company 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 Company agrees to meet with the Union to negotiate the issue.

LETTER #7

HARASSMENT

The Company and the Union agree that no form of harassment shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Every effort shall be made in situations involving harassment to be treated in the strictest confidence. Any employee who believes **they are** being harassed shall report this to **their** immediate supervisor, full-time Union representative or Human Resources **Business Partner**.

LETTER #8

SASKATCHEWAN HUMAN RIGHTS ACT

The Company and the Union agree to comply with the Saskatchewan Human Rights Act.

LETTER #9

SICK LEAVE BANK

The Company 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 #10

RACK JOBBERS

The parties agree that the following companies currently qualify as rack jobbers in Regina and Saskatoon: 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 stores to the list during the term of the Collective Agreement must be mutually agreed between the parties. Such agreement will not be unreasonably withheld.

LETTER #11

TRAINING HOURS NOT INCLUDED IN MOST AVAILABLE HOURS

Training hours assigned under a human resources training code are not considered as available hours under the Collective Agreement. The Company agrees that the presence

of training hours in the department will not result in the reduction of regular hours to regular employees in that department.

The current level of hours assigned skills training is as follows:

TRAINING HOUR ALLOCATIONS

| DEPARTMENT | HOURS ALLOCATED |
|--------------------------------------|-----------------|
| Orientation | 4 Hours |
| Courtesy Clerk | 4 Hours |
| Bakery (Experienced) | 16 Hours |
| Cake Decorator | 16 Hours |
| Meat (Experienced) | 8 Hours |
| Floral | 12 Hours |
| Produce | 12 Hours |
| Variety | 12 Hours |
| Grocery | 20 Hours |
| Training Assistant/PIC | 8 Hours |
| Deli | 20 Hours |
| File Maintenance | 16 Hours |
| Cash Office | 16 Hours |
| Cashier | 20 Hours |
| Back up Cashier | 12 Hours |
| Bakery Clean up | 8 Hours |
| Bakery Sales | 8 Hours |
| Customer Service Clerk | 8 Hours |
| Supersked | 4 Hours |
| BDR | 8 Hours |
| Inventory Control | 8 Hours |
| Pharmacy Assistant | 33 Hours |
| Pharmacy Assistant (nursing home) | 40 Hours |
| Coffee Bar Operator | 26 Hours |
| Coffee Bar Server – Initial In Store | 24 Hours |

The Company has no plans at this time to increase the hours allocated for the above skills training. In the event any such change is contemplated the Company will advise the Union in advance. It is the intent of both parties in good faith to reach agreement on any changes before implementation.

LETTER #12

MANAGEMENT TRAINEES

The Company has the right to appoint employees as management trainees either part-time or full-time. Hours allocated to any 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 a store. The Company agrees to limit the number of Management Trainees to no more than one per store.

LETTER #13

WATER BOTTLES

Cashiers shall be allowed to have a Company 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 #14

FAMILY RESPONSIBILITY LEAVE

Any employee with more than one year's service with the Company 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 Company 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 company may require additional information regarding the purpose of the leave.

LETTER #15

RESIGNATION INCENTIVE

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

LETTER #16

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

The Company 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 **three (3)** 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 Company 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 Company ceases to be a member of the Company’s pension plan in order to accept a position which is within the bargaining unit as defined in the Collective Agreement between the Company and the Union, the qualifying service which has accrued under the Company’s pension plan shall be included in determining the employee’s vesting rights under the Plan.
 - b) If an employee of the Company ceases to be a member of the Plan in order to accept a position with the Company which is outside the bargaining unit, the qualifying service which has accrued under the Plan for service while employed by the Company shall be included in determining the employee’s vesting rights under the Company’s pension plan.
6. The Company’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 February 23, 2018 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 Company 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 February 23, 2018 will become members of the pension plan after twelve (12) calendar months of employment with the Company.
12. Upon becoming a member each employee will be required to contribute two (2.0%) percent of **their** 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 **their** 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.

LETTER #17

Leave of Absence and Welfare Benefits

The Union and the Company 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 Company an amount equal to the cost of

maintaining the above-mentioned benefits. The Company 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 #18

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 #19

Vision Care Plan

The parties agree that agreement has been reached on the addition of a benefit to the Collective Agreement and that these agreements are therefore amended as follows:

1. The Company agrees to make available to eligible employees and their dependents the Company's Vision Care Plan in accordance with the terms of that plan for eligible services provided on and after May 4, 2008.
2. The Plan will be provided without premium cost, **or a deductible** to the employees **hired prior January 12, 2023**.
3. **Effective January 15, 2023**, the Plan will pay with the prescription of an ophthalmologist or optometrist up to one hundred **and fifty (\$150)** dollars per twenty-four (24) months on the purchase of prescription contact lens or eyeglasses. **In addition, the plan will pay up to one hundred (\$100) for one eye exam per twenty-four (24) months.**
4. Employees and their eligible dependents will be covered by the vision care plan if they qualify for the Company Group Insurance benefit which requires a full-time employee to work three (3) months and a part-time employee to have thirty-two (32) or more hours worked or paid for a thirteen (13) consecutive week period.
5. The Company agrees to make claim forms available in each store covered by this Collective Agreement. A description of the plan will be also made available.

LETTER #20Expanding Availability

Effective July 1, 2008 part-time employees who wish to volunteer for hours in addition to their availability will be advised the Company by July 12, 2008 and May 1st of each year thereafter. The expanded availability must remain in effect until September 1st.

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 1st (July 12, 2008 for this year only) and before September 1st of each year.

LETTER #21

The Company is committed to providing a safe, healthy and respectful workplace. The Company has taken proactive steps to discourage improper customer behaviour by maintaining appropriate protocols for addressing these issues. In the event an employee is faced with improper customer behaviour, they shall contact the Store Manager or their designate to address the situation.

LETTER #22Prescription Reimbursement

Within six (6) months of the date of ratification, the Employer will implement a prescription reimbursement card which will be made available to all eligible employees on the Employer's Group Insurance benefit plan as set out in Article 16.

All prescription reimbursements will be at the lowest cost alternative where the plan pays the lowest price for interchangeable products with the same active ingredients. If a generic equivalent is not available or if there is a medical reason for prescribing a brand drug as adjudicated by the insurance company, the brand drug will be reimbursed

SIGNED THIS 28th DAY OF JUNE 2023.

ON BEHALF OF THE UNION:

"Trevor Miller"

"Jeremy Jijian"

"Dawn Ruzicka"

"Blair Weir"

"Tyler Broley"

ON BEHALF OF THE COMPANY:

"Sean Naldrett"

"Danielle Rhoda"

"Marielle Rulloda"

“Leanne Wiebe”

“Elaine Davies”

LETTER OF INTENT #1

BETWEEN: **SOBEYS CAPITAL INCORPORATED – Safeway Operations, a body corporate, carrying on business in the Cities of REGINA, SASKATOON, PRINCE ALBERT & SWIFT CURRENT, hereinafter referred to as the “COMPANY”**

AND: **SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCALS 454, 480, 496 & 950**

The Union and the Company agree that Voila/In-Store Fulfilment duties are typically assigned to employees working in the Grocery Department. In the event the Company chooses to assign this work to a Cashier, the assigned employee will not receive hours out of seniority based on the hours they would have received working in the Front End.

In the event that additional employees in excess of those designated above to work in Voila are required to fulfill duties during a given shift due to unforeseen business fluctuations, shift extensions shall be offered to employees in the Grocery department who have the qualifications and abilities and are currently on duty, provided overtime is not created.

SIGNED THIS 28th DAY OF JUNE 2023.

FOR THE UNION:

“Trevor Miller”

“Jeremy Jijian”

“Dawn Ruzicka”

“Blair Weir”

“Tyler Broley”

“Leanne Wiebe”

“Elaine Davies”

FOR THE COMPANY:

“Sean Naldrett”

“Marielle Rulloda”

“Danielle Rhoda”

LETTER OF INTENT #2

BETWEEN: **SOBEYS CAPITAL INCORPORATED – Safeway Operations, a body corporate, carrying on business in the Cities of REGINA, SASKATOON, PRINCE ALBERT & SWIFT CURRENT, hereinafter referred to as the “COMPANY”**

AND: **SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCALS 454, 480, 496 & 950**

Pursuant to Article 26.03, in the event that the Government of Canada or the Province of Saskatchewan implements a dental benefit program, the parties will meet to review the specific details and eligibility requirements of the government program. The parties will determine what portion of the current contribution level to the Dental Trust, if any, is required to ensure that active Safeway plan members maintain their benefit level as of the implementation date of the government program.

SIGNED THIS 28th DAY OF JUNE 2023.

FOR THE UNION:

“Trevor Miller”

“Jeremy Jjian”

“Dawn Ruzicka”

“Blair Weir”

“Tyler Broley”

“Leanne Wiebe”

“Elaine Davies”

FOR THE COMPANY:

“Sean Naldrett”

“Danielle Rhoda”

“Marielle Rulloda”

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| Wage Increases – Part-time | 12 |
| Wage Scales | 42 to 53 |
| Wage Scales – Gas Bars | 59 |
| Water Bottles | 67 |
| Weekend Availability | 9, 11 |
| Weekly Indemnity (WI) | 35 |
| Weekly Preference Scheduling | 7 |
| Workers' Compensation | 40 |