

COLLECTIVE BARGAINING AGREEMENT

BETWEEN: SWAAY FOODS LTD., (operating as SAFEWAY LAWSON HEIGHTS), a body corporate, carrying on business in the City of SASKATOON, hereinafter referred to as the "EMPLOYER"

OF THE FIRST PART;

AND: SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 480

OF THE SECOND PART

AGREEMENT



Expires **April 16, 2028**

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OF THE FIRST PART;

AND: SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 480

OF THE SECOND PART.

ARTICLE 1 - Purpose

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

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

ARTICLE 2 - Union Recognition

- 2.01 The Employer recognizes the Union as the sole collective bargaining agency for all employees covered by this Agreement.
- 2.02
 - a) This Agreement shall cover all employees employed by Swaay Foods Ltd., (operating as Safeway Lawson Heights) in or in connection with its stores located in the City of Saskatoon in the Province of Saskatchewan, except the **Employer/Store Manager** and First Assistant Managers.
 - b) **Any employee appointed to the position of Produce Manager, Food Service Manager, Home Meal Replacement (HMR) Manager, Bakery Manager, Meat Manager, Deli Manager, Second Assistant Manager or Management Trainee on or after the date of ratification, will be excluded from the provisions of the Agreement.**

- c) **Any existing Management Trainee as of the date of ratification may elect to become excluded from the Collective Agreement within one (1) year from the date of ratification, by presenting a letter to the Employer with a copy to the Union. During the thirteen (13) week trial period they may revert to their former bargaining unit position without penalty.**

- 2.03 The promotion to and/or transfer within the classification of Home Meal Replacement (HMR) Manager, Bakery Manager, Produce Manager, 2nd Assistant Manager, Floral Operator, Coffee Bar Operator, Meat Manager, Deli Manager, **Health & Wellness Manager**, Lead Hand on Nights, **Head Cashier** and any employee designated as a full-time Department Second in the meat, deli, produce, **coffee bar, bakery, floral** and home meal replacement (HMR) departments are all at the sole discretion of the Employer.

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

- 2.04 In the event Swaay Foods Ltd., (Safeway Lawson Heights) 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 28.02 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 that throughout this Agreement wherever the words “he”, “his” or “him” appear, it shall be construed as meaning any gender. It is also agreed wherever the words “employee” or “employees” appear, it shall mean any person or persons covered by this Agreement.

ARTICLE 4 - Management’s Rights

- 4.01 The management rights of the Employer and the direction of the working force, including the right to plan, direct and control retail operations; to maintain the discipline and efficiency of the employees and to require employees to observe Employer rules and regulations; to hire, lay off or relieve employees from duties; to suspend, demote, transfer, promote, discipline and discharge employees for cause are to be the sole right and function of the Employer.

- 4.02 The Employer shall be the sole judge of the merchandise to be handled in its 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 Employer, therefore, retaining all rights not otherwise specifically covered in this Agreement.
- 4.04 In exercising the foregoing rights, the Employer shall act in good faith and shall not evade or alter any of the specific provisions of this Agreement. The Employer will not exercise its rights under this Article or any other provisions of this Agreement to discriminate against any employee because of 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 "C" 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 Employer or their designate and shall not unduly interfere with the employee's regular duties.**

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

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

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

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

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 Department Managers, Department Seconds, Management Trainees and Night Crew Lead Hands 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. The forty (40) hour work week for those opting in will begin twelve weeks after the date of ratification.

The normal basic work week for all employees appointed as full time Department Managers, Department Seconds, Management Trainees and Night Crew Lead Hands after twelve (12) weeks after the date of ratification 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 Employer. It is fully understood that the Employer will be under no restriction should these schedules have to be changed or should the Employer have to call in less senior employees in the event of emergency or other unforeseen circumstances.

The Employer 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 Employer has their updated contact information.

3. Whenever possible, the Employer 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 Employer 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 Employer 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 Employer 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 Employer agrees to consider those requests on the basis of seniority and subject to the efficient operation of the business as determined by the Employer and fair rotation issues involving other employees.
- 7.02
1. No employee shall work more than one (1) shift in each twenty-four (24) hour period occurring between 12:01 a.m. and 11:59 p.m. In the case of shifts which commence before 12:00 a.m. and end after 12:00 a.m., the shift will be deemed to have occurred during the twenty-four (24) hour period in which the majority of the shift occurs.
 2. Employees will have a minimum of ten (10) hours off between scheduled shifts unless otherwise mutually agreed between the Employer and the Employee.
 3. **Employees shall not be scheduled or required to work more than eight (8) consecutive days unless otherwise mutually agreed to between the Employer 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.
 2. In the scheduling of part-time employees **hired prior to November 13, 2005 the Employer shall, to the greatest extent possible, bearing in mind its business requirements, comply with the principles 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 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 Employer 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 allocate 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 Employer should the needs of the business dictate.

4. Part-time employees will be allowed to have time off for exams or other emergencies without impacting their seniority.
5. Where mutually agreeable between the Employer 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 his/her shift; and such request/agreement is in writing.

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

- 7.04 1. Part-time employees, scheduled or called in, and who report for work, shall, if required to work less than four (4) hours, receive four (4) hours’ pay at their regular hourly rate.
2. All call-ins resulting from unscheduled absences of two (2) days or less will be done in order of seniority (qualifications and ability being sufficient to handle the job) from within the department and classification provided:
 - a) the call-in does not generate overtime;
 - b) the call-in does not generate a sixth (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 Employer.
 5. The parties also agree that the legislation relating to posting and changes of the schedule do not apply to this Collective Agreement as a result of this agreement on scheduling and call-ins being superior to the legislation.
 6. It is understood that a call-in will not result in a change of the called-in employee's schedule nor result in a change of another employee's schedule who may be above or below the employee on the seniority list. Any unscheduled absence of more than two (2) days will be filled in accordance with 7.03(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 Employer 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 Employer 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 Employer from

scheduling either Saturday/Sunday or Sunday/Monday as consecutive days of rest.

Notwithstanding (3) above, the Employer will endeavor to schedule full-time employees no more than one (1) Sunday in every four (4). However, if required for the efficient operation of the business, full-time employees hired or appointed as full-time employees after May 11, 1999, may be scheduled two (2) Sundays in four (4). In such event, they will receive two (2) consecutive days of rest in that week.

4. Part-time employees may be required to work no more than one (1) Sunday in four (4), irrespective of their availability. This does not prevent an employee who wishes to work more than one (1) Sunday in four (4) from requesting same. (Part-time employees hired after May 11, 1999 with less than five (5) years of seniority may be required to work no more than two (2) Sundays in four (4).
- 7.07
1. The Employer agrees to schedule employees who work twenty (20) hours or more per week, two (2) consecutive days of rest each week – one (1) of which shall be Sunday.
 2. Part-time employees who qualify for two (2) consecutive days of rest may waive this right by indicating to the Employer in writing during the first week of September, January and May that they do not wish to be scheduled two (2) consecutive days of rest. A copy of the employee's option will be given to the Union.
 3. Should an employee prefer to have some other days off at the time he or she would normally be scheduled for two (2) consecutive days off, as set out above, he or she shall advise the Employer in writing no later than the week prior to the Thursday on which the next schedule is to be posted and in such an event, the employee will forfeit 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 Employer agrees to meet with the Union to negotiate the issue.
- 7.08 All overtime shall be voluntary and shall be performed only after authorization by the Employer.
- 7.09 Employees shall not be required but shall have the option to take time off at premium rates in lieu of premium pay for overtime, if approved by the Store Manager. 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 Sunday Following Ratification**, where an employee is designated by management to close up and lock the store, **they** shall

receive an additional **one dollar (\$1.00)** 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 Employer and the Union an individual written declaration of availability for work on a form supplied by the Employer with a copy to the Union in the 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.
 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 an Employer required transfer or store closure, the affected employees shall be entitled to review their availability.
 9. **Notwithstanding 7.16 and in addition to the minimum availability established in that clause a part time employee hired prior to November 10, 2005 must be available at least one late shift per week.**
 10. **Notwithstanding 7.16 and 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.**
- 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 **Employer**. Such revocation is final and permanently abandons the employee's right to Courtesy Clerk hours, except in the case of layoff.
 3. An employee who has declared will be first scheduled in **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 he cannot be scheduled as a Courtesy Clerk on any day he works as a regular part-time employee.
 4. These combined schedules will not exceed five (5) days/week or thirty-seven (37) hours/week.
 5. The rate of pay for Courtesy Clerk shifts worked will be the rate in effect for the employee prior to the promotion.
 6. Only hours worked, as a regular part-time employee will count towards wage scale increases on the regular part-time wage scale. Hours worked as a Courtesy Clerk will only count towards wage scale increases in the Courtesy Clerk scale.
 7. When a regular part-time employee obtains Courtesy Clerk hours, those

Courtesy Clerk hours will not be added to their regular hours for the purpose of obtaining benefits (except for pension and dental) that could only have been acquired if they had reached a certain level of hours in one department (i.e. Courtesy Clerks vs. regular part-time).

8. Combined hours shall not trigger the creation of a full-time job.
9. In the event of a call-in, it will be offered to the senior employee who is not on either schedule that day and in accordance with this agreement. If the call-in cannot be filled in this fashion it may then be offered to the senior employee in the department who is on the Courtesy Clerk schedule that day and in accordance with this agreement. Scheduled hours have priority over all call-ins.
10. An employee can be promoted from Courtesy Clerk to regular part-time in only one department.
11. An employee may not revert to Courtesy Clerk status except in the first thirty (30) days after the appointment to regular part-time, except where an employee is laid off, in which case he can exercise **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, he/she will receive his/her regular rate of pay for the full shift.

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

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

- 7.17 It is the Employer's intention to schedule rest periods so that no employee shall work more than three (3) consecutive hours without a rest period or lunch break. The parties recognize that rest periods and lunch breaks may be delayed due to unexpected business fluctuations.

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 Employer agrees that if a five (5) hour shift is scheduled as part of that week, two (2) rest periods will be provided.

8.02 Part-time Employees

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

- 8.03 If an employee is required to work overtime after an eight (8) hour assignment or after the completion of a short day and a meal period of thirty (30) minutes' duration is not scheduled then the employee will be scheduled a fifteen (15) minute rest period, with pay, within one-half (1/2) hour of the end of the first assignment, providing the overtime is for two (2) hours or more.

- 8.04 If an employee is required to work overtime, he shall be entitled to a fifteen (15) minute rest period, with pay, after the employee has completed two (2) hours of overtime and each subsequent two (2) hour period.
- 8.05 Lunch periods shall be thirty (30) minutes unless otherwise mutually agreed between the Employer and the employee.

ARTICLE 9 - Wage Rates and Job Classifications

- 9.01 Job classifications and the minimum hourly wage rates for all employees covered by this Agreement in the Saskatoon seniority zone 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. **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 Employer hereafter shall be subject to negotiations and a Supplementary Agreement shall be executed between the Employer and the Union.
- 9.04 The Employer 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 the Store Manager, Assistant Store 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 **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 Home Meal Replacement (HMR) 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 Employer to act as a Produce, Meat, Deli or Home Replacement (HMR), **Floral, or Coffee Bar** Department Second will be entitled to a premium of fifty (50¢) per hour for all hours worked or paid. **Any Bakery Production employee hired after November 13, 2005 designated by the Employer to be the Second Person in the Bakery will receive a premium of one dollar (\$1.00) or the rate whichever is less for all time so designated.**

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.

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 Employer 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, or Bakers.**

The Employer may exceed these maximums for individual employees at its discretion where it would best serve the interest of the business. The Employer 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 Employer 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 Employer sends a Form "B" card to the Union, the Employer shall be liable to make any resulting wage adjustment which may be required only from the date the complaint or grievance was brought to its

attention. The Employer may require the employee to provide proof of such experience and shall, in such an event, permit 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 Employer shall have the right to schedule qualified employees from the department, classification and store in reverse order of seniority and the employees so scheduled will work the scheduled shift. The Employer agrees it will endeavor to ensure trained volunteer employees are available. The Employer will not reverse order schedule the same employee more than two (2) times in a calendar year or the same holiday two (2) consecutive years.
 4. It is understood that the granting or denying of the day off will rest solely with the Employer, however the Employer agrees to act in good faith in dealing with requests, subject to the efficient operation of the business.
 5. The pay for work performed on holidays will be in accordance with Article 10.02.
 6. In the event that the Employer operates its stores on Easter Sunday, it will staff on a voluntary basis. If sufficient qualified employees do not volunteer, the Employer will schedule qualified employees in reverse order of seniority.

ARTICLE 11 - Annual Vacations

Full-time Employees

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

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

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 Employer and the employee.
- 11.03 Any employee with eight (8) or more years of continuous full-time service by May 1st shall receive four (4) weeks' vacation with pay at 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 Employer.
- 11.04 Any employee with thirteen (13) years or more of continuous full-time service by May 1st shall receive five (5) weeks' vacation with pay at 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 Employer.
- 11.05 Any employee with eighteen (18) years or more of continuous full-time service by May 1st shall receive six (6) weeks' vacation with pay at 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 Employer.
- 11.06 Any employee with twenty-three (23) years or more of continuous full-time service by May 1st shall receive seven (7) weeks' vacation with pay at 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 Employer.

- 11.07 Should an employee be absent from work in excess of three (3) months in any qualifying year, except for illness and injury, 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 Employer and an employee may agree to either three (3), four (4), five (5), six (6), or seven (7) weeks' consecutive vacation providing such vacation is taken outside the period May 1st to September 30th.
- 11.10 When a holiday occurs during an employee's vacation, an extra day's vacation consecutive with the regular vacation shall be granted if the holiday is one for which the employee would have received pay had he been working. However, if granting such additional day consecutive with the regular vacation will hamper operations or interfere with the arrangement of the vacation schedule, the employee shall be entitled to either another day off with pay within thirty (30) days of the date of the holiday or an extra day's pay.
- 11.11 A vacation list shall be submitted to the employees requesting them to indicate their preference as to vacation dates. Employees with the longest service with the Employer will have priority, however, both parties agree that the vacation schedule must be practical insofar as the operation of the business is concerned. The Employer, therefore, must make the final decision in such matters.

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

1. Full-time employees shall be given preference in scheduling vacations.
2. Part-time employees who desire time off for vacations shall exercise their seniority to receive vacations over other part-time employees.
3. Employees are entitled to receive two (2) weeks of vacation during the period of May 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 Employer 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 Employer. It is understood that in the case an emergency and replacement help is not available making the vacation schedule inoperable, the schedule may be adjusted by the Employer. In adjusting the vacation schedule to make it operable, consideration shall be given to both seniority of and fairness to, the impacted employees.
10. As far as it is practical, the Employer agrees to schedule employees for vacations at a period of time when they request time off providing it does

not affect the efficient operation of the store. The Union reserves the right to discuss an employee's vacation schedule which, in the opinion of the Union, has not been granted on a fair basis with consideration given to the efficient operation of the store. Should the Employer not agree with the Union's position then the Union may discuss the matter with the Store Manager or the person designated to handle labour relations matters.

11. The Employer agrees that weeks will not be "blacked out" on the vacation schedule and an employee may (subject to the terms above) request any week in the year. The Employer agrees to identify on the planner those high volume/ high demand weeks that will be very difficult for an employee to be granted if requested. 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 Employer but no later than six (6) weeks prior to the requested event. If the final decision of the Employer 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 Employer as a part-time employee, and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a 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 Employer's sole discretion but will not be unreasonably denied. This notice period can be waived by the Employer 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, 2004**, Part-time employees shall receive vacation pay **with their regular bi-weekly pay**, based on their **currently 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 Employer 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 Employer.
 2. Part-time seniority will be defined as an employee's continuous length of service with the Employer.
 3. New employees shall be on probation for four hundred (400) hours worked. The four hundred (400) hour period will also be applied to Courtesy Clerks who are appointed to a regular part-time position. In such case the period will be a trial period during which the employee may be reverted to their former position as a result of performance issues at the discretion of the Employer.
 4. An employee who is transferred or promoted out of the scope of this Collective Agreement who subsequently returns to a position covered by this Agreement shall be credited only with seniority acquired while covered by this Agreement provided the employee has continuous service with the Employer.

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

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

5. Full-time and part-time seniority lists shall be provided in January and July of each year, with a copy to the Union.
 6. 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 Employer will rank employees as determined by Management prior to the completion of the probationary period. The ranking of employees with the same seniority date shall be shown by a numerical designation beside the employee's applicable seniority date.
- 12.02 Seniority of an employee shall be considered broken and services terminated if an employee:
1. voluntarily leaves the service of the Employer;
 2. is dismissed for cause and not reinstated;
 3. fails to report back to work when recalled after layoff within two (2) or up to seven (7) days for legitimate reasons such as provable illness, traveling time, or an obligation to give notice to another employer. A full-time employee who has been laid off continuously for a period of more than six (6) months shall be considered terminated and entitled to the provisions as set out in Article 12.08 or 12.09 as is applicable;
 4. is absent from work without a written leave of absence or fails to return to work upon the completion of an authorized leave of absence unless a reason satisfactory to management is given by the employee.
- 12.03 Full-time or part-time seniority as defined in 12.01 above shall govern in case of reduction to part-time, layoff and recall, providing the employee involved has the qualifications and ability to handle the work to be performed in a competent manner. In instances of a full-time employee reduced to part-time, the Employer shall grant the affected employee(s) two (2) weeks' notice of such reduction occurring.
- It is agreed that a reduction in hours of work for part-time employees (scheduled or actual) shall not be considered a layoff or otherwise trigger this section, 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 Employer shall retain their previous length of full-time service.

- 12.04 The Employer will not reduce the regular scheduled hours of a full-time employee in the store for the purpose of replacing the full-time employee's hours with part-time employees in the store.
- 12.05 When a full-time employee is reduced to part-time by the Employer, the last full-time employee reduced will be the first person returned to full-time, provided the employee involved has the qualifications and ability to handle the work to be performed in a competent manner.
- 12.06 For the purpose of administering Article 7.03 (2), full-time employees reduced to part-time by the Employer will be placed at the top of the part-time seniority list within the store, department and job classification based on their full-time seniority.
- 12.07 In the event an employee's job becomes redundant and that employee has been given, by the Employer, the option of either remaining in the department as a part-time employee in their current classification or moving to another classification and department to attempt to remain full-time then when comparing the seniority of competing full-time employees, total Employer service will be the deciding factor. This means that, for example, if a Baker has more full-time seniority but less total service than a full-time Grocery Clerk, the Baker will be unable to displace that full-time Grocery Clerk.
- 12.08 In the event of discharge, except for just cause, or layoff of an employee who has been employed for at least three (3) continuous months, the Employer shall give the affected employee(s) notice or pay in lieu of notice as follows:
 1. one (1) week's written notice where 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 Employer in writing. The Employer 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 the Employer's store.
- 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 Employer, 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 Employer determines that the position is to be filled, the Employer agrees to fill said vacancy from part-time employees who have made an application in writing to the Employer as indicated below. The vacancy shall be filled with part-time employees in the same classification and department, providing the senior applicant can perform the normal functions of the job in a competent manner.
 2. Ability to perform the normal functions of the job in a competent manner shall mean that the employee involved is competently performing the normal functions of the job following a training and trial period of twenty (20) days' worked. Should the employee choose to step down before the completion of the twenty (20) days' worked, he may do so, or should the employee not be able to perform the normal functions of the job in a competent manner, the Employer may return the employee to their previous job before the

completion of the twenty (20) days' worked. In either event, he would return to their previous position and wage rate without loss of seniority. The Employer shall then make a second selection for the training and trial period from the next senior applicant that remains on the list from the original posting.

3. When a full-time position becomes vacant, the Employer may fill it by laterally transferring other full-time employees, except that the Employer must post the last such full-time position vacancy. For the purposes of this section the moves to and from the classifications of cashier and food clerk (excluding file maintenance and customer service which will be dealt with under Article 12.13) are to be considered as lateral moves. Full-time employees who wish to be considered for such a lateral move must advise the Employer in writing at least fifteen (15) days prior to the posting being made. The Employer will consider applications for lateral moves before filling the vacancy from the job posting applications. To be considered for a lateral move the employee must be fully competent in the new area subject to a maximum five (5) shift familiarization period and 2) above does not apply.
4. The following positions shall be open for posting when a full-time vacancy as indicated above occurs:
 - Journeyman Baker
 - Doughman/Ovenman
 - Table Hand
 - Bakery Helper
 - Cake Decorator
 - Clerk Cashier/Service Clerk
 - Food Clerk (excluding Customer Service/File Maintenance)
5. The job posting shall contain:
 - a) classification;
 - b) the 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 Employer decides that said vacant position has become redundant.

- b) Vacant position(s) shall be posted in the store for a period of ten (10) calendar days. A copy of the posting shall be forwarded to the Union at the time of the posting.
- c) Employees wishing to apply for the full-time position posted shall do so on a form provided by the Employer, in triplicate, and shall give said application form to the Store Manager, or management designate, no later than 4:00 p.m. on the 10th day, who shall sign it to verify that the employee has made said application for the job posting.
- d) **Electronic copies** shall immediately be kept by the Employer, a copy shall be mailed to the Union office and a copy shall be retained by the employee making the application.
- e) All employees must have a minimum of twelve (12) months' service with the Employer in order to apply for the position, except that in unusual circumstances and by mutual agreement with the Union, the twelve (12) month period may be waived.
- f) The name of the successful applicant, along with their seniority date, will be posted in the store within fifteen (15) days of the original posting. The Employer will forward a copy to the Union.

12.15 An employee promoted to a higher job classification in the bargaining unit shall be allowed a qualifying period of four (4) weeks. If, during this period, the Employer 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 he is unsuited in the new classification, he may revert to their former job classification.

12.16 The Employer 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 Employer will, upon deciding to fill the vacancy, transfer an employee from another department or job classification in the store who has, in writing to the Employer, indicated their desire for a transfer. For the purpose of this provision, "vacancy" shall mean a job opportunity created by an employee averaging sixteen (16) or more hours per week, over the prior fifty-two (52) weeks, who has left the employ of the Employer. For the transfer to occur, the following conditions must be met:

1. Only regular part-time employees with more than one (1) year of service as a regular part-time employee are eligible for consideration.
2. Vacancies for certain jobs would not be included in this process (i.e.

Customer Service Clerk and Bakery Production). These positions would be filled in accordance with 12.13.

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

3. The Employer will consider employees who have applied to move to a specific department on the basis of ability and seniority. Availability may be considered by the Employer in cases where the employees' restrictions would seriously impact 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 Employer 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 Employer 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 Employer reserves the right to limit these transfers to not more than one per department in the 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.

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

ARTICLE 14 - Leave of Absence

- 14.01 1. The Employer agrees to grant time off without pay and without discrimination to not more than one (1) employee 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 Employer in sufficient time to secure a relief person for the job involved.
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 department unless agreed to otherwise by the Employer. 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 Employer as far in advance as possible.
- 14.02 The Employer shall consider a request for Leave of Absence from an employee for personal reasons who has been in the employ of the Employer for twenty-four (24) consecutive months. Such request shall detail the reason for the leave of absence and be submitted in writing to the Store Manager a minimum of four (4) weeks prior to the commencement of the requested leave. The Store Manager shall respond promptly to such requests. The four (4) week time limit may be waived in emergency situations.
- 14.03 The parties agree to comply with The Saskatchewan Employment Act as it applies to Maternity/Parental/Adoption Leave. 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 Employer for one (1) year after the completion of the leave of absence. The number of employees entitled to leave of absence may be limited to one (1) at any one time. **At the Employer'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 the City of Saskatoon, 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 Employer agrees to arrange for the employee's day off to coincide with the day of the funeral. In the event the day off cannot be changed to accommodate the day required, a leave of absence, without pay, will be granted.
- 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 Employer shall be paid wages amounting to the difference between the amount paid them for jury services or witness and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from jury duty or as a witness the rest of that day or days and fails to report back to work or if the jury or witness duty occurs on the employee's scheduled day off.
- 15.02 Part-time employees averaging more than twenty-four (24) hours/week in the four (4) weeks preceding, summoned to jury duty, shall be paid wages amounting to the difference between the amount paid them for jury duty and the amount they would have received had they worked to a maximum of eight (8) hours/day and thirty-seven (37) hours/week. This does not apply if the employee is excused from jury duty the rest of the day or days and fails to report back to work or if the jury duty occurs on the employee's scheduled day off.

ARTICLE 16 - Sick Leave

- 16.01 Full-time employees shall accumulate credits at a rate of four (4) hours for every month in which the employee works or is paid at least half of the available working time for a full-time employee to a maximum of one hundred and sixty (160) hours credit. Hours worked or paid shall include sick days, vacation, union leaves not to exceed thirty (30) days, statutory holidays, jury **and 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 Employer as indicated above of the estimated length of illness, when he is ready to return to work, and where he can be contacted relative to their illness.

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

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

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

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

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

16.05 The Employer shall apply any accumulated sick leave to absence due to sickness not covered by insured Weekly Indemnity benefits and may

supplement Weekly Indemnity benefits with unused sick leave credits in an amount equal to, but not to exceed, the employee's normal earnings.

- 16.06 Employees, if found abusing the privilege, shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefit of the employee, or terminate the employee.
- 16.07 The Employer shall make available its Group Insurance Plan to eligible employees providing benefits as set out in the brochure, "Benefits at a Glance". The above-mentioned Plan will be provided to eligible employees at no cost to the employee. **Employees hired after the date of ratification shall be provided the above-mentioned plan at a cost share of ten (10%) percent to the employee and ninety (90%) percent the Employer.**
- 16.08
1. Weekly Indemnity: The Weekly Indemnity Plan will provide benefits of seventy (70%) percent of an employee's weekly income with no maximum benefit level after the third day of illness or from the first day of absence in the event an employee is hospitalized.
 2. Full-time employees in the bargaining unit who have not already qualified for the Employer's **Group Insurance 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 Employer'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 Employer'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 Employer, 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 Employer when the weekly indemnity payment is received.

16.09 Long-Term Disability

1. The Employer will establish a Long-Term Disability Plan to provide full-time employees a monthly income benefit equal to sixty (60%) percent of the employee's base weekly earnings as at the date of disability, subject to a maximum monthly income benefit level of \$1,500 for long-term disability claims occurring on or after July 26, 1992, (\$2000 for long-term disability claims occurring on or after June 5, 2011) less income payable to the

employee from any other source on account of the same disability. The benefit is payable to those employees regarded as totally disabled according to the Long-Term Disability insurance contract and covers total disabilities that commence after December 13, 1982.

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

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

ARTICLE 17 - Safety and Health

- 17.01 The Employer 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 Employer recommendations for improvements in conditions of work and such recommendations shall be subject to discussion between the Employer and the Union.
- 17.02 The Employer agrees to pay the fee for those employees enrolled in the St. John's Ambulance Course. The employee must obtain authorization from the Employer prior to enrollment in the course. The number of employees enrolled will be limited to one (1) per year.
- 17.03 The Employer agrees to maintain adequate heating in the store.
- 17.04 The Employer and the Union agree to co-operate in creating and maintaining a Health and Safety Committee in accordance with The Saskatchewan Employment Act.

ARTICLE 18 - Smocks and Aprons

- 18.01 The Employer agrees to maintain the present policy of supplying and laundering smocks and aprons without cost to the employees.
- 18.02 The Employer agrees that during the term of this Agreement, it will provide aprons to employees who are required to wear same, the employee being responsible for laundering the apron, or such other arrangements as may be mutually agreed to between the employee and the Employer. Special clothing such as raincoats, parkas and baker's whites will continue to be supplied by the Employer, 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 Employer prior to completion of their probationary period will be required to return the shirt. If they fail to return the shirt they may have the cost of the shirt deducted from their final paycheque.
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 Employer 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 he has 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 Employer agrees to furnish and install a notice board in a suitable location accessible to the employees for the purpose of posting notices of interest to the Union. The Union agrees such notices will be shown to the Store Manager or designate prior to posting.

ARTICLE 21 - Union Shop Decals

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

ARTICLE 22 - Strike and Lockout

- 22.01 It is hereby agreed that during the life of this Agreement, there shall be no strike, slowdown or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Employer.

- 22.02 The Union agrees not to call a meeting of its members, who are employees of the Employer, during any hours which will interfere with the normal operations of the Employer.

ARTICLE 23 - Adjustment of Grievances

- 23.01 Any complaint, disagreement or difference of opinion between the Employer, 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 Employer may present a grievance. Any grievance which is not presented within two (2) weeks (fourteen (14) days), or in the case of dismissal, within one (1) week (seven (7) days) following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved parties.
- 23.03 The procedure for adjustment of disputes and grievances shall be as follows:
1. by a discussion between the Shop Steward **and/or the** Union Representative (with or without the aggrieved employee or employees present at their option) and the **Employer/Store Manager**. The **Employer/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 Employer/Store Manager**, which shall make a decision on the matter within twenty-one (21) days. If a satisfactory settlement cannot be reached then, upon request of either party, within ten (10) days of receiving the decision of the **Employer/Store Manager** or within ten (10) days of their failure to respond as noted above but not thereafter, the matter shall be referred to the Board of Arbitration established by Article 24.
- 23.04 All negotiations with respect to disputes and grievances shall be dealt with during regular working hours and no employee or employee's representative shall suffer any loss of pay.
- 23.05 **Where an employee attends an interview with the Employer 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 Employer 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 Employer that notice of the meeting will be provided on a reasonably practical basis.

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

A copy of all formal notices of discipline (i.e., written warnings, suspension, 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 Employer and the Union shall be submitted to a Board of Arbitration at the request of either party. Such request for arbitration shall be made by one party to the other in writing within fifteen (15) working days of receiving the final written decision of the other, referred to in Article 23.03 (2). The request for arbitration shall be accompanied by the nomination of the party's representatives to the Board of Arbitration. Within one (1) week after receipt of such request, the other party shall nominate their representative to the Board of Arbitration.
- 24.02 A single Arbitrator may be used in cases where both the Employer and the Union mutually agree.
- 24.03 The nominees and the Chairman as selected hereinafter or the Chairman alone as referred to in 24.02 shall constitute the Board of Arbitration.
- 24.04 The Chairman is to be selected by mutual agreement between the Employer and the Union and if no agreement reached, the Chairman is to be selected by the Chairman of the Saskatchewan Labour Relations Board.
- 24.05 No person shall serve on the Board of Arbitration if he is involved directly in the labour controversy under local consideration.

- 24.06 Grievances taken before the Board of Arbitration shall be submitted in writing and shall specify clearly the nature of the grievance.
- 24.07 When the Board of Arbitration has been formed in accordance with this Article, it shall meet and hear evidence of both sides and render a decision 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 Chairman of the Board of Arbitration shall be borne equally by the Employer and the Union. The fees and expenses of the Union nominee will be borne by the Union and the fees and expenses of the Employer nominee will be borne by the Employer.
- 24.11 The Board of Arbitration shall have authority to uphold, change, modify, alter or dismiss the penalty in suspension or dismissal cases.

ARTICLE 25 - Workers' Compensation

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

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

- 26.01 The Employer agrees to make a direct contribution to the "Saskatchewan Retail Wholesale and Department Store Employees Dental Trust Fund" hereinafter known as "The Fund" **(forty-six (\$.46) cents effective Sunday following Ratification)** 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 Employer'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 Employer's obligations to continue contributions to The Fund shall cease. It is further understood should a government plan be introduced which duplicates some but not all of the benefits of The Fund then these benefits shall be deleted from The Fund and the Employer's contribution in respect to the cost of these benefits as determined by the administrator shall cease.
- 26.04 All details of the benefit plan to be established including, but not limited to, matters of eligibility, coverage and benefits shall be as determined by the trustees of The Fund in accordance with the provisions of the "Agreement and Declaration of Trust" between the contracting parties.

ARTICLE 27 – SUPPLIERS REPRESENTATIVES

- 27.01** 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

28.01 This agreement shall be effective from the **26th day of June, 2022** and shall remain in force until the **16th day of April, 2028**. Nothing in this agreement is retroactive unless specifically provided herein by the parties.

SIGNED THIS _____ DAY OF **December 2023**.

ON BEHALF OF
THE UNION:

ON BEHALF OF THE
EMPLOYER:

Al Streisel

Vinita Patel ,
Swaay Foods Ltd.

Darren Muller

Trevor Miller
Union Representative

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
Health & Wellness Manager**

Current	SFR	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 Deli Manager, Meat Manager, Home Meal Replacement (HMR) Manager *

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

*Home Meal Replacement (HMR) 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	SFR	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	SFR	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: 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	SFR	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	SFR	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	SFR	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	SFR	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: 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	SFR	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	SFR	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	SFR	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	SFR	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	SFR	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	SFR	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	SFR	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 - Sales/Service Clerks and Courtesy Clerks 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.) prior as follows:

	Current	Hours	SFR	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-17 (New) - Management Trainees:

Hours	SFR	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

A-17 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 Employer would consider employees in the Courtesy Clerk classification before hiring any new employees. In the appointment of Courtesy Clerks to regular part-time positions, the provisions of Article 12.13 will not apply.
3. Courtesy Clerks would have no claim on hours available to regular part-time employees in the store and correspondingly regular part-time employees in the store would have no claim on Courtesy Clerks hours unless Courtesy Clerks perform work not in (4) below, and except as covered in Article 7.17.
4. Courtesy Clerks duties are limited to basket retrieval, bagging, carryouts, handling and sorting empty returnable beverage containers, price checks, sweeping the entire sales floor, filling checkstands with bags, cleaning up spills, damp mopping, parcel pick up duties, **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 7.17.
6. Courtesy Clerks are not intended to replace existing employees but to supplement them. This phrase is intended to mean that the impact on existing employees' hours will be held to as little as possible, however, in any case, no existing employee will be laid off or have zero (0) hours as a result of Courtesy Clerks unless seasonal or business fluctuations dictate a lower general overall staffing level.
7. The Employer agrees to have only one employee per front end checkstand on duty at any one time classified as Courtesy Clerks during store opening hours and to a maximum of one-half (1/2) hour after store closure. 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-18 WAGE INCREASES

Current Top Rated or Over-scale Employees as of the Date of Ratification:

Active employees who were on the payroll at the top rate or over-scale as of the date of ratification shall receive the following increases:

Effective SFR – fifty (50¢) cent increase.

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 Employer on the Date of Ratification:

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 Employer on the Date of Ratification:

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 Employer” 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 the date of ratification.

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-19 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 Employer shall supply every new employee with the following Form “A” as of the date the new employee commences employment.

FORM “A” to:

New Employee:

Name

Address

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

1. Article 5 - Union Security

“Every employee who is now, or hereafter becomes a member of the Union, shall maintain 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.”

2. Article 6 - Dues Check-Off

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

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

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

Per _____

APPENDIX "C"

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

FORM "B" to:

Retail, Wholesale and Department Store Union
1233 Winnipeg St.
Regina, SK S4R 1K1

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

"Any employee employed by the Employer shall be given credit for their 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 covered by a Union Contract in the three (3) years immediately prior to commencement of their employment. Should an employee or the Union fail to file a complaint or grievance within thirty (30) days of the date the Employer sends a "Form B" card to the Union, the Employer shall be liable to make any resulting wage adjustment which may be required only from the date the complaint or grievance was brought to its attention. The Employer may require the employee to provide proof of such experience and shall, in such an event, permit 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 Employer _____ **Years or months of Experience** _____

If out of province, proof of previous experience submitted _____

Employee: _____

Employer: _____

APPENDIX “D”

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

Female 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 an **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 Employer 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 she is pregnant and indicating the estimated date of confinement. The employee shall give the Employer a minimum of four (4) weeks’ notice prior to the date she intends to resume employment. If the employee returns to work within six (6) weeks of the birth of the child, she shall be required to submit a medical certificate certifying her 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 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. Female 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: SWAAY FOODS LTD., (SAFEWAY LAWSON HEIGHTS)
SASKATOON

AND: SASKATCHEWAN JOINT BOARD,
RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION, LOCAL 480

LETTER #1

JOB SECURITY

1. The Employer agrees that not less than thirty-five (35%) of all employees, 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 Employer will have the right to recalculate the percentage, including in the full-time count, those part-time employees who have, in the calculation period, averaged 37 hours/week. This calculation including part-time employees working near full-time hours may be done only to a maximum of 5%. Any deficiencies in excess of that level will be dealt with under 5 below.
2. The calculation of the number of full-time jobs shall be done four (4) times per year. The calculations will occur within two (2) weeks of the end of the quarter. The quarter could have either three (3) or four (4) periods as determined by the Employer.
3. The total number of employees will be the average number of employees who work each week in the three (3) or four (4) accounting periods prior to the calculation date.
4. Full-time employees who are counted will be those who have full-time status on the date of the count and will include for example, employees on vacation, leave of absence (to a maximum of one year unless exceeded by law), weekly indemnity, WCB, LTD and any other approved absence. Employees noted in this clause will be included in the count of full-time employees but will not be included in the total number of employees used to calculate the percentage.
5. In the event a deficiency in the full-time ratio is determined to exist the Employer agrees to remedy the deficiency within four (4) weeks of the end of the last accounting period under consideration.

LETTER #2

INFORMATION PROVIDED TO UNION

The Employer will provide, no more than annually upon request from the Union, a list of employees and their previous year's total.

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

LETTER #3

COFFEE BAR

- 1) In stores where a Coffee Bar operation exists there will be one employee designated by the Employer 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 Sunday Following Ratification, 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 #4

NIGHT STOCKING

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

This clause **takes effect November 13, 2025 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 Employer. Those employees will not be required to work more than three (3) consecutive months on nights unless they are willing to do so.

LETTER #5

TECHNOLOGICAL CHANGE

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

LETTER #6

HARASSMENT

The Employer 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 **Employer**.

LETTER #7

SASKATCHEWAN HUMAN RIGHTS ACT

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

LETTER #8

SICK LEAVE BANK

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

LETTER #9

RACK JOBBERS

The parties agree that the following companies currently qualify as rack jobbers in 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 #10

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 Employer 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
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
Kronos/SAP	4 Hours
BDR	8 Hours
Inventory Control	8 Hours
Coffee Bar Operator	26 Hours
Coffee Bar Server – Initial In Store	24 Hours

The Employer 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 Employer 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 #11**MANAGEMENT TRAINEES**

The Employer 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 Employer agrees to limit the number of Management Trainees to one (1).

LETTER #12**WATER BOTTLES**

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

LETTER #13**FAMILY RESPONSIBILITY LEAVE**

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

LETTER #14**RESIGNATION INCENTIVE**

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

LETTER #15

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

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

1. The 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.
2. The financial liability of the Employer shall, in no event, exceed the obligation to make contributions as set forth in this Agreement.
3. 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".
4. The goals and intentions of the Union shall be to assure that:
 - a) If an employee of the Canada Safeway Limited Retirement Plan ceases to be a member of the Employer's pension plan in order to accept a position which is within the bargaining unit as defined in the Collective Agreement between the Employer and the Union, the qualifying service which has accrued under the Canada Safeway Limited Employee Retirement Plan shall be included in determining the employee's vesting rights under the RWDSU Pension Plan.
 - b) If an employee of the Employer ceases to be a member of the Plan in order to accept a position with the Employer which is outside the bargaining unit, the qualifying service which has accrued under the Canada Safeway Limited Employee Retirement Plan for service while employed by the Employer shall be included in determining the employee's vesting rights under the RWDSU Pension plan.
5. The Employer's contribution to the fund shall be for all regular hours paid, sick pay (not including weekly indemnity), full-time vacation, as set out in Articles 11.02, 11.03, 11.04, 11.05, 11.06 and paid holidays for all employees in the bargaining unit to the maximum of the basic workweek (reference Section 7). Effective the first full period after the February 23, 2018 of the Collective Agreement, the contribution will be one dollar and forty-five cents (\$1.45) per hour.
6. The assets of the Fund may be co-mingled for investment purposes.

7. 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.
8. 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 Plan Trustees shall endeavour to ensure that the contributing employers' contributions shall qualify as a deductible expense under any applicable income tax legislation.
9. 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.
10. All new employees hired after February 23, 2018 will become members of the pension plan after twelve (12) calendar months of employment with the Employer.
11. 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.
12. 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.
13. The Fund is a 'negotiated cost' plan.
14. All Plan expenses to administer the pension are funded by the hourly contributions.
15. 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 #16

Leave of Absence and Welfare Benefits

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

LETTER #17

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 #18

Vision Care Plan

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

1. The Employer agrees to make available to eligible employees and their dependents the Employer's Vision Care Plan in accordance with the terms of that plan for eligible services provided on and after May 4, 2008.
2. The Plan will be provided without premium cost, **or a deductible**, to the employees **hired prior to the date of ratification**.
3. **Effective Sunday Following Ratification**, the plan will pay with the prescription of an ophthalmologist or optometrist up to **one hundred and fifty (\$150.00) dollars** per **twenty-four (24) months** on the purchase of prescription contact lens or eyeglasses. **In additions, the plan will pay up to one hundred (\$100.00) dollars 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 Employer Group Insurance benefit which requires a full time employee to work three months and a part time employee to have 32 or more hours worked or paid for a 13 consecutive week period.

5. The Employer agrees to make claim forms available. A description of the plan will be also made available.

LETTER #19**Expanding Availability**

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

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

LETTER #21

The Employer is committed to providing a safe, healthy and respectful workplace. The Employer 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 Employer or their designate to address the situation.

LETTER #20**Prescription 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 16.08.

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 _____ DAY OF **December 2023**.

ON BEHALF OF
THE UNION:

ON BEHALF OF THE
EMPLOYER:

Al Streisel

Vinita Patel ,
Swaay Foods Ltd.

Darren Muller

Trevor Miller
Union Representative

LETTER OF INTENT #1

**BETWEEN: SWAAY FOODS LTD., (SAFEWAY LAWSON HEIGHTS)
SASKATOON**

**AND: SASKATCHEWAN JOINT BOARD,
RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION, LOCAL 480**

The Union and the Employer agree that Voila/In-Store Fulfilment duties are typically assigned to employees working in the Grocery Department. In the event the Employer 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 DAY OF December, 2023.

FOR THE UNION:

FOR THE EMPLOYER:

Al Streisel

Vinita Patel,
Swaay Foods Ltd.

Darren Muller

Trevor Miller
Union Representative

LETTER OF INTENT #2

**BETWEEN: SWAAY FOODS LTD., (SAFEWAY LAWSON HEIGHTS)
SASKATOON**

**AND: SASKATCHEWAN JOINT BOARD,
RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION, LOCAL 480**

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 DAY OF December , 2023.

FOR THE UNION:

FOR THE EMPLOYER:

Al Streisel

Vinita Patel ,
Swaay Foods Ltd.

Darren Muller

Trevor Miller
Union Representative

