

**UNITED FOOD AND
COMMERCIAL WORKERS
LOCAL 649**



**COLLECTIVE
AGREEMENT**

**FEDERATED
CO-OPERATIVES
LIMITED**

SASKATOON



**AGREEMENT EFFECTIVE FROM
NOVEMBER 1, 2015 TO OCTOBER 31, 2019**

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**This booklet is printed by
UFCW Local 649 employees at
Federated Co-operatives Limited**

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THIS AGREEMENT made this **28th day of October, A.D. 2016.**

BETWEEN: UNITED FOOD AND COMMERCIAL WORKERS LOCAL
649, hereinafter referred to as the Union

OF THE FIRST PART;

AND: FEDERATED CO-OPERATIVES LIMITED, body corporate
incorporated by special Act of the Legislature of
Saskatchewan, having its head office at the City
of Saskatoon, in the Province of Saskatchewan,
hereinafter referred to as the Co-operative

OF THE SECOND PART.

EXECUTED ON BEHALF OF:

**FEDERATED
CO-OPERATIVES LIMITED**

Shannon Patterson
Matt Boyko
Katie Maroniuk
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Courtney Walsh
Scott Watson
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**UNITED FOOD AND
COMMERCIAL WORKERS,
LOCAL 649**

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ARTICLE 1 - PURPOSE

In consideration of the mutual value of joint discussions and negotiations on all matters pertaining to employer-employee relations, the parties hereto agree that the purpose of this Agreement shall be to set forth terms and conditions of employment, relating to rates of pay, hours of work and other working conditions affecting the employees covered by this Agreement and to provide for a means of settling disputes and grievances of such employees.

ARTICLE 2 - RECOGNITION

1. The Co-operative agrees to recognize the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union, or its designated bargaining representatives, in any and all matters affecting the relationship between the Co-operative and the employees. The Co-operative also agrees that the Union may have the assistance of a representative of the United Food and Commercial Workers in any negotiations or discussions between the parties to this Agreement.
2. Notwithstanding the above, the Union recognizes that the Co-operative through its Board of Directors reserves the right to direct and control the operations of its business, provided that this right shall not violate or avoid any terms of this Agreement.
3. The Union recognizes the responsibility of its members to faithfully and diligently perform their respective duties for the Co-operative and will, at all times, carry out their individual responsibilities according to the regulations, methods and procedures established by management, subject to the provisions of the Agreement.
4. The Union recognizes the importance of employees to support

retail Co-operatives, and thereby encourages employees to actively support retail Co-operative organizations through membership and purchases of their merchandise and services.

ARTICLE 3 - SCOPE

This Agreement shall cover:

1. All employees employed by Federated Co-operatives Limited, in or in connection with its places of business located in the City of Saskatoon, and including Melfort Propane employees, in the Province of Saskatchewan, except the following:

President	Chief Executive Officer
Vice Presidents	Associate Vice Presidents
Controller	Directors
Managers	Auditors
Specialists	Supervisors
Business Analysts	Co-ordinators
Assistants	Officers
Analysts	Administrators
Architects	Agronomists
Nutritionists	Advisors
Trainees	Consultants
Engineers	Buyers
Representatives	Technologists
Researchers	Solicitors
Facilitators	Co-op Work Study Students

2. The above scope list is subject to change by negotiations with the Union, or by a decision of the Labour Relations Board.
3. It is agreed that Programmer Analysts in Information Technology are not excluded from the bargaining unit.

ARTICLE 4 - MANAGEMENT RIGHTS

1. The management of the Co-operative and the direction of the working force, including the right to plan, direct and control operations; to maintain the discipline and efficiency of the employees and to require employees to observe the Co-operative's rules and regulations; to hire, lay off or to assign employees working hours; suspend, transfer, promote, demote, discipline and discharge employees for proper cause, are to be the sole right and function of management.
2. The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The management, therefore, retains all rights not otherwise specifically covered in this Agreement.
3. The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

ARTICLE 5 - CLARIFICATION OF TERMS

The use in this Agreement:

1. The word employee or employees shall mean any person or persons covered by this Agreement.
2. For the purpose of applying appropriate legislation, the word Co-operative will be construed as meaning the Employer.

ARTICLE 6 - UNION EMPLOYEE SECURITY

1. The Co-operative agrees to retain in its employ within the bargaining unit as outlined in Article 3 of this agreement, only members of the Union in good standing. The Co-operative shall be free to hire or rehire new employees who are not members of the Union provided said non-members shall be eligible for membership in the Union, and shall make application on the official Union membership application form within ten

(10) days from the date of hire or rehire, and shall become a member of the Union within thirty (30) days of this date.

An employee shall maintain **their** membership in the Union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain **their** membership in the Union shall, as a condition of **their** employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union. The Co-operative agrees to provide each new employee at the time of hire a membership application and a form letter prepared by the Union and approved by the Co-operative outlining their responsibilities in regard to the Union membership and outlining the provisions of this Article.

The Co-operative agrees to furnish the Union with a list of the new employees' names and departments on each pay period. In the event the Co-operative mistakenly fails to provide a new employee with a membership application, the Union will not hold the Co-operative responsible for any unpaid dues or assessments.

2. 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.
3. The probationary period for new employees shall be six (6) continuous months of employment. An employee who has successfully completed **their** probationary period will have **their** seniority date established from the date **they** last commenced employment and shall be considered a permanent, or permanent part-time employee.

4. After thirty (30) calendar days' employment, employees shall not be penalized, nor shall they be laid off, recalled, promoted, demoted, transferred, or discharged until the Union and Human Resources Department have been notified in writing of the name or names of the persons affected at least two (2) working days prior to such action being taken. The above does not apply when there is just cause for suspension or immediate dismissal.
5. Should such employee inadvertently or otherwise be penalized or laid off, recalled, not recalled, promoted, demoted, transferred, or discharged, and it is later established that such penalty or layoff, recall, failure to recall, promotion, demotion, transfer or discharge was unfair, or not in accordance with the provisions of this Agreement, he/she shall immediately be returned to his/her former status in all respects, and shall receive pay for time lost following such action in an amount sufficient to make up the difference between any monies received by that employee from other sources and his/her regular pay.
6. Notwithstanding Article 6.5 or any other provision of this Agreement, the Co-operative has the right, after discussion with the Union, to terminate the employment of any employee who is not insurable under the Crime Insurance section of the insurance policy maintained by the Co-operative.
7. The Co-operative agrees that it will not discriminate against any employee because of Union activity, or for exercising their rights under this Agreement, or for reporting to the Union an alleged violation of this Agreement.
8. Employees have the right to have a Shop Steward present or in the event the Shop Steward is unavailable, the Chief Shop

Steward, or President, Vice-President, or Secretary-Treasurer of the local Union present, when an employee receives a written reprimand that is to be entered into an employee's **employment** file, or during the discussion of an employee's job review under Article 20 (2) or when an employee is suspended or dismissed.

9. Employees shall be provided with copies of performance appraisals. **Employees and the Union shall be provided with copies of written disciplinary notices**, at the time such documents are to be entered into an employee's **employment** file.
10. Employees may view their own personnel file in a place designated by the Human Resources Department.
11. The Co-operative agrees that any **written disciplinary notices** shall be removed from the employee's **employment** file after **twenty-four (24)** months from date of issue except in cases involving violence in the workplace, harassment, or major safety violations. This time period of **twenty-four (24)** months shall not include periods of lay-off, leave of absence or disciplinary suspensions.

It is understood that should any employee receive a **written discipline** for the same or similar offence during said **twenty-four (24)** month period, the employee will then be required to wait a further **twenty-four (24)** months before the **written discipline** is removed from **their employment** file.

12. The Co-operative agrees to provide to the Union, once per month, with a list containing the names of all employees who have terminated their employment during the previous month and those hired or rehired during the same period.

The Co-operative shall also provide to the Union, a list containing the most current names, addresses, telephone numbers, classifications and rates of pay of all bargaining unit employees, whenever a written request to do so is received from the Union.

ARTICLE 7 - DUES CHECKOFF

1. The Co-operative agrees to deduct from the wages **of each employee such union dues, initiation fees and assessments as are authorized by the Union. Monies deducted during any pay period shall be forwarded to the Secretary-Treasurer of the Union not later than two (2) weeks following the end of the pay period in which they were deducted.** Such deductions shall be accompanied by a list of Union members from whom the deductions **were made and the amount of each deduction.**

ARTICLE 8 - SENIORITY

1. Seniority of an employee shall be established from the date an employee last enters the service of the Co-operative.
2. All seniority rights shall be forfeited when:
 - (a) An employee's services are terminated by the Co-operative and he/she is not reinstated;
 - (b) An employee voluntarily leaves the service of the Co-operative. This will include any employee who fails, without reasonable notice or excuse, to attend work for three (3) consecutive working days;
 - (c) An employee upon recall after layoff fails to report within the limits prescribed in Article **10 – Layoff and Recalls;**

- (d) An employee has been on layoff from active employment with the Co-operative for a continuous period of twelve (12) months.

In the event an out-of-scope employee becomes employed in an in-scope position, such employee's seniority shall be credited only for time spent within any in-scope positions.

- 3. The Co-operative will prepare and post twice a year (January and July) a list of the names of all employees showing their job classifications, and seniority standing as to the length of service. In case of a dispute as to authenticity of such lists, the Union shall have access to any necessary personnel records that may be required to establish an employee's seniority status. Protest with regard to seniority standing must be submitted in writing within thirty (30) calendar days from the date seniority lists are posted. When proof of error is presented by an employee or his/her representative or by the Co-operative, such error will be corrected and when so corrected the agreed-upon seniority date shall be final. A copy of the seniority list will be forwarded to the Union office.
- 4. Seniority of employees covered by this Agreement shall be on a bargaining unit basis.
- 5. **Seniority shall accumulate during all paid and unpaid authorized leaves of absence except for layoffs and leave provided for in Article 16, Section 5 (Education Leave), where seniority shall be maintained but shall not accrue during the leave and/or layoff period.**
- 6. The Co-operative will notify the Union and the employee if an employee's seniority date is changed.

ARTICLE 9 - PROMOTIONS AND VACANCIES

1. **(a)** With respect to any new position or vacancies, notice of such positions or vacancies shall be posted in places accessible to all employees. A period of at least seven (7) calendar days shall be given employees to make applications in writing for all such positions. Vacancies and new positions shall be filled on the basis of merit, ability and seniority; where merit and ability are comparable and sufficient, the senior applicant will be selected. Seniority shall be on a bargaining unit wide basis. Employees who are going to be absent from their place of employment may, prior to their leaving, apply for specific job vacancies that might occur during their absence. Management has thirty (30) **calendar** days to fill an awarded posting. At that time the successful applicant will begin to receive pay under the new pay scale (if higher), whether physically in the new position or not.

(b) A copy of the job posting will be provided to the Union office at the time of posting.

2. No employee shall suffer any reduction in his/her position through another employee being transferred into a department for training purposes.
3. An employee having accepted promotion to a new position shall be allowed three (3) months in which to prove they are capable of filling the position concerned. If such employee does not perform the duties satisfactorily within that time, or the employee within that time decides not to continue in the new position, the employee shall be reverted to the position held just prior to the promotion. If it appears to the Co-operative and the Union that such employee is incapable of performing

the duties satisfactorily, **they** may be required to revert to **their** former position before the expiration of three (3) months.

4. An employee, upon being promoted to a position calling for a higher rate of pay, shall be paid at an increment step in the wage range which is higher than **their** previous wage, but in any event, the increase shall not be less than **fifty (50)** cents per hour. The time remaining in the previous wage range for an incremental advance shall be carried forward into the new position. The promoted employee shall receive their next increment on the new wage range upon completion of the time remaining from the previous wage range for an incremental advance. All remaining increments will be based on this incremental date.

5. When a vacancy has been filled on a temporary basis in accordance with Article 9.1 due to the granting of parental leave or other extended leaves of absence, and the employee on leave fails to return to work at the expiry of the leave, there will be no requirement to re-post the vacancy as would normally be required under Article 9.1. The employee filling the position in accordance with this Article will be awarded the position if it becomes permanent in accordance with the foregoing.

In job pools the above mentioned applies only to the actual position which may become vacant by the employee on leave. All other vacancies in the pool shall be posted and a person in a temporary position in the pool may apply according to the provisions under Article 9.6.

6. No employee will be awarded a new position until he/she has served at least six (6) months in his/her present position unless mutually agreed by the Union and the Co-operative. In the

event a temporary position is filled by a new employee, that employee may not transfer out of such placement for a period of twelve (12) months unless extended or an earlier transfer is mutually agreed by the Union and the Co-operative. This restriction will not apply where the employee has exercised his/her bumping rights in accordance with Letter of Understanding #3.

ARTICLE 10 - LAYOFFS AND RECALLS

1. When reducing staff, senior employees within the bargaining unit, ability being sufficient to handle the job to be filled, shall be retained.
2. Employees laid off on account of reduction of staff shall be returned to service in order of seniority, ability being sufficient to handle the job to be filled.
3. When it is necessary for the Co-operative to recall employees, it shall notify the Union and then notify those employees by registered mail addressed to the last known address. The employees concerned shall notify the Co-operative and the Union that they shall return to work within fifteen (15) calendar days of the date of mailing notification. However, if an employee fails to report within fifteen (15) calendar days of mailing such notice and does report within thirty (30) calendar days showing good cause for failing to report within fifteen (15) calendar days, **they** shall then be notified of the next vacancy and **their** seniority shall still be retained. Failure of the employee to reply to recall notice, except in case of recalls for periods of thirty (30) calendar days or less, shall cause all rights to recall to be forfeited.
4. It is agreed that in order for the employees to benefit by the above clause they shall leave their address with the Co-

operative and the Union and notify the Co-operative of any changes of address thereafter.

ARTICLE 11 - TERMINATION OF EMPLOYMENT

The Co-operative shall give employees written notice, or pay in lieu of notice, in case of layoff or discharge except for just cause as follows:

- (a) After three (3) months' service and up to one (1) year's service - one (1) week's written notice or pay in lieu of notice.
- (b) After one (1) year of service and up to three (3) years' service - two (2) weeks' written notice or pay in lieu of notice.
- (c) After three (3) years' service and up to five (5) years' service - four (4) weeks' written notice or pay in lieu of notice.
- (d) After five (5) years' service and up to ten (10) years' service - six (6) weeks' written notice or pay in lieu of notice.
- (e) After ten (10) years' service - eight (8) weeks' written notice or pay in lieu of notice.

For the purposes of this Article, pay in lieu of notice shall be at regular rates, exclusive of overtime.

ARTICLE 12 - STRIKES AND LOCKOUTS

During the life of this Agreement there shall be no strike, slowdown or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Co-operative.

ARTICLE 13 - GRIEVANCE PROCEDURE

1. Employees are encouraged by the Co-operative and the Union to first discuss their complaint with their immediate management supervisor.

2. The procedure for adjustment of grievances shall be as follows:

Step 1

An employee who feels that **they have** been unfairly treated must take up **their** complaint with either the Shop Steward, Chief Shop Steward, Vice-President, President or member of the Grievance Committee within fourteen (14) calendar days of the event giving rise to such complaint and together they shall discuss the complaint with a member of the Human Resources Department and the immediate management supervisor who must render a decision within three (3) working days.

Step 2

If a satisfactory settlement cannot be reached under **Step 1**, then the complaint becomes a grievance and must be dealt with through the Grievance Committee and submitted in writing within three (3) working days to the Department Manager concerned, who must render a decision in writing within three (3) working days or any longer period which may be mutually agreed upon.

Step 3

If a satisfactory settlement cannot be reached under **Step 2**, then the grievance shall be dealt with through the Grievance Committee and submitted in writing within fifteen (15) calendar days to the Home Office Labour Relations Manager of the Co-operative who must render a decision within seven (7) calendar days or any longer period which may be mutually agreed upon.

Grievances affecting employees in more than one (1) department, or general policy grievances, may be initiated at Step 3.

Step 4

If a satisfactory settlement cannot be reached under **Step 3** then upon request of either party within **fourteen (14)** calendar days, the matter may be referred to an Arbitrator established by Article 14.

3. The Co-operative agrees to accept a grievance as being valid when the Union brings forth a grievance in situations where the employee feels **that they have been** wronged but do not wish to file a grievance for various reasons.
4. After the completion of any step in Section 2 of Article 13, if the aggrieved party does not proceed to the next step within fourteen (14) calendar days, or any longer period as may be mutually agreed upon, the grievance shall lapse.
5. All negotiations with regard to grievances shall be dealt with during working hours and no employee or employees representing the Union shall suffer loss of pay by reason of time spent investigating grievances or in discussion of same with representatives of the Co-operative.
6. The Co-operative and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the collective agreement to impose or require the parties to accept his or her suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Co-operative and the Union.

ARTICLE 14 - ARBITRATION

1. Any grievance presented under Article 13 of this Agreement that cannot be settled by representatives of the Co-operative and the Union may be submitted to an Arbitrator at the request of either party.
2. The parties shall select a mutually acceptable person to act as an Arbitrator. If agreement cannot be reached in respect to the appointment of an Arbitrator within seven (7) calendar days or a longer period mutually agreed upon, the parties shall then refer the matter to the Minister of Labour who shall appoint an Arbitrator. In grievances under Article 20, Section 2, the Minister of Labour shall appoint an Arbitrator whom he/she deems to be knowledgeable in job evaluation.
3. Grievances taken before an Arbitrator shall be submitted in writing and shall specify clearly the nature of the grievance.
4. An Arbitrator selected pursuant to this Article shall meet with and hear evidence from representatives of the Co-operative and the Union. If satisfactory settlement cannot be brought about between the two (2) parties, he/she shall then render a decision in writing which shall be final and binding on both parties of this Agreement. It is distinctly understood and agreed between the parties that an Arbitrator selected or appointed in accordance with this Article does not have the power to change, alter or modify the Agreement in any way, but may only interpret the various provisions of this Agreement.
5. The expenses and remuneration of the Arbitrator shall be borne equally by the Co-operative and the Union.

ARTICLE 15 - EMPLOYEE BENEFITS

Section 1 - Superannuation

- (a) After acquiring one (1) year's seniority with the Co-operative, an employee may become a member of the Superannuation Society subject to the rules and regulations of the plan. An employee shall in any event become a member by the end of the second year of service.

- (b) Federated Co-operatives Limited and United Food and Commercial Workers Union Local 649 agree: The level of contribution to CSS shall be five (5) percent for earnings up to the CPP maximum and six (6) percent on earnings above CPP maximum. It is understood that the employee's contribution shall equal the Co-operative's contribution. It is further understood that the Co-operative's rate of contribution shall not be decreased below the rate of contribution identified above.
 1. If changes are required, a joint committee from the Co-operative and the Union will be established to study the question of pensions and negotiate changes acceptable to both parties.

 2. It is understood that Federated Co-operatives Limited, upon choosing this option, will match such employee's funded amount at the time **they** enter the Plan.

Section 2 - Group Insurance, Long Term Disability, Dental Plan and Extended Health Care Plan

Permanent employees shall be covered by the Group Insurance, Long Term Disability, Dental and Extended Health Care Plans, subject to the rules and regulations of the plans. It is understood that the premiums for these plans will be on a fifty/fifty (50/50) cost share arrangement, with the exception of the Dental Plan, which will be

paid fully by the Employer. With respect to Group Life Insurance, the premiums for the first \$10,000 of benefits will be paid by the Employer, with the balance shared on a 50/50 basis. Premiums for insurance of dependants will be paid by the employee.

Section 3 - Sick Leave

- (a) Employees will not accumulate sick leave during the probation period. After completing the probation period, employees will receive credit for two (2) days sick leave. Thereafter, employees will acquire sick leave credits on the basis of one and one-quarter (1-1/4) days for each month of service. Unused sick leave credits shall be cumulative.

For Employees Hired After Date of Ratification

After three (3) months of continuous employment, employees shall acquire sick leave credits on the basis of one (1) day for each month of service. Unused sick leave credits will be cumulative.

Full time employees working a four (4) day work week will accumulate the same number of hours per month as a full time employee working a five (5) day work week.

- (b) An employee who is eligible for sick leave pay, in order to obtain pay for time not worked, must inform his/her immediate management supervisor or his/her designate as soon as possible of his/her absence, and also must sign an absentee card the first day of his/her return to work.
- (c) The Co-operative reserves the right, in the event of application for sick leave in excess of two (2) days at any one time, to require a medical certificate. The Co-operative has the right to withhold sick leave pay in cases of proven abuse of sick leave. The Union

will co-operate in curbing abuses of sick leave benefits and may, in such cases, waive the two (2) day limitation.

Section 4 - Retail Purchases Rebate Program

The program shall be in accordance with the policy and procedures as set out in **the Co-operative's** Policy.

Section 5 - Accident Compensation

When a permanent employee suffers loss of time due to injuries on the job and qualifies for the receipt of temporary disability payments from the Workers' Compensation Board, the Co-operative shall pay such employee the difference between what the employee receives from the Workers' Compensation Board and **their** regular rate of pay for a maximum period of twelve (12) months. **The maintenance of employee benefit plans during a Workers' Compensation leave of absence in excess of two (2) weeks shall be conditional upon the bylaws of the plans concerned and upon payment of the full cost by the employee. The Co-operative agrees to apply the top-up payment towards the cost of the premiums for the employee benefit plans.**

Section 6 - Notice Boards

The Co-operative agrees to furnish and install notice boards in suitable locations mutually agreed upon by the parties and accessible to the employees for the purpose of posting notices of interest to the Union.

Section 7 - Severance Pay

1. In the event the Co-operative plans technological change, reorganization, department and/or plant closure, partial department and/or plant closure, or a change of methods or facilities, resulting in the reduction of jobs, the Co-operative shall give the Union a minimum of ninety (90) days' written notice of such change where ten (10) or fewer jobs are

impacted. If there are more than ten (10) jobs impacted, the Co-operative shall give six (6) months' written notice of such change.

2. The notice referred to Sub-section 1 above shall be in writing and shall state:
 - (a) The nature of the technological change or reorganization.
 - (b) The date on which the Co-operative proposes to effect the change.
 - (c) The approximate number of classifications of employees likely to be affected by the change.
3. After the notice referred to in Sub-section 1 above, at the request of either party, the Co-operative and the Union agree to meet to discuss the change.
4. Any employee, who is permanently laid off from the Co-operative because of technological change, reorganization, department and/or plant closure, partial department and/or plant closure or a change of methods or facilities shall be entitled to one of the following provisions:
 - (a) The employee may choose to invoke bumping procedures within the bargaining unit to avoid a lay off, to a classification (or grade level where appropriate) different from the one occupied immediately prior to the introduction of the change. In this event, the employee may elect either salary maintenance for six (6) months or training sufficient to qualify the employee for another position of the employee's choice that is agreed upon by the Co-operative, the Union, and the employee in the same classification (or grade level where

appropriate). Should the redundant employee elect the training option, that employee may bump the individual (provided the individual has less seniority) currently in the position for which training has now qualified the redundant employee. It is understood and agreed that the Co-operative, the Union and the employee must mutually agree on the position for which training would be provided;

OR

accept severance pay in an amount equal to one (1) week's pay for each year of completed service up to a maximum of twenty-six (26) weeks. Severance at the above rate will also be paid to any employee whose seniority rights are forfeited under the terms of Article 8.2(d) of this Agreement.

5. Employees may apply in writing to transfer from this bargaining unit to another of the Co-operative's locations.
6. The Co-operative will maintain its practice of posting Co-operative Retailing System employment opportunities on its bulletin boards.

Section 8 - Safety Footwear

The Co-operative will contribute seventy-five (75%) percent of the price or one hundred and fifty (\$150.00) dollars per pair whichever is the lesser, toward the cost of safety boots when replacement is authorized by the Supervisor or Manager. This allowance shall be limited to once per year, per employee, unless approval is obtained from the Cooperative for a further allowance. The safety boot subsidy is only applicable to employees who have completed their probationary period.

ARTICLE 16 - LEAVE OF ABSENCE

Section 1 - Union Leave

One (1) employee, elected or appointed as a full-time representative of the Union, shall be granted leave of absence without pay while so engaged.

This leave of absence shall not exceed six (6) months unless it is mutually agreed that a further six (6) months' leave can be granted. Thirty (30) calendar days' notice of application for such leave shall be given to the Co-operative.

Section 2 - Convention / Business / Education / Conference / Seminar Leave

If any employee is elected or appointed, as an official delegate to attend conventions, business meetings, education courses, conferences or seminars, in connection with the affairs of the Union, he/she shall with due regard for the staff requirements of the Co-operative, on giving the Co-operative at least three (3) working days' notice, be granted leave of absence without pay, to attend such meetings or conventions. The Co-operative reserves the right to limit the number of delegates to ten (10) at any one time.

A representative from each shift of employees scheduled to work during the time local Union meetings are held, shall, with due regard for the staff requirements, be granted leave of absence as required without pay to enable them to attend regular local Union meetings. Such employee's immediate management supervisor must be given a minimum of twenty-four (24) hours' notice, but at least one (1) full working days' notice of the required leave to permit the necessary staffing arrangements to be made.

Section 3 - Pressing Emergency / Funeral Leave

Special leave of absence with pay shall be granted **up to a maximum**

of ten (10) working days in case of pressing emergency. Pressing emergency shall be confined to cases of **serious** sickness, death or accident to the immediate family of the employee. Immediate family refers to spouse, common-law spouse, children, children of common-law relationships, brother, sister, mother, father, **step-parent, step-child**, mother-in-law, and father-in-law of the employee (which includes common-law relationships). Such leave may be granted for periods exceeding ten (10) days **without pay** by authorization of the Home Office Human Resources Manager.

One day's paid leave of absence shall be granted to enable employees to attend the funeral of a grandparent, spouse's grandparent, grandchild, sister-in-law, brother-in-law, son-in-law **or** daughter-in-law. This clause will apply only to permanent and permanent part-time employees who work **twenty-four (24)** hours or more per week on a regular basis and who have completed the hourly equivalent of a probationary period.

Section 4 - Personal Leave

- a) Leave of absence without pay for periods not longer than one day may be granted when mutually agreed to by the employee and the Manager concerned.

- b) **A leave of absence without pay for periods of up to one (1) calendar week may be granted to employees who request same and who have two (2) years or more of service with the Co-operative. Application for said leave shall be made in writing to their Supervisor, or designate. The granting of such leave must be mutually agreed and is subject to business needs.**

Section 5 - Education Leave

Upon completion of two (2) years' service, an employee shall be entitled to one (1) year's leave of absence without pay but with

the maintenance of seniority rights, for the purpose of educational upgrading or training. An employee granted leave under this section may be required to remain in the service of the Co-operative 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 three (3) at any one time with no more than one from any one division.

Section 6 - Maternity/Parental/Adoption Leave

- a) 1) Employees after thirteen (13) **consecutive** weeks service shall be granted **Maternity/Parental/Adoption** Leave of Absence **without pay**. **A birth mother or primary care-giver of an adopted child will be entitled to take up to fifty-two (52) continuous weeks of leave. A parent, other than the birth mother, and/or the adoptive parent who is not the primary care-giver shall be entitled to take up to thirty-seven (37) continuous weeks of leave.**
- 2) The employee shall give the Co-operative a minimum of **four (4)** weeks' notice prior to the start of such leave (prior to the expected birth or adoption of the child). The employee shall be required to submit a certificate from a qualified medical practitioner certifying that the employee/spouse is pregnant and indicating the estimated date of **birth**, or, in the case of adoption, submit proof of impending adoption.
- 3) The employee shall give the Co-operative a minimum of **four (4)** weeks' notice prior to the date **the employee** intends to resume employment. **The Co-operative will require medical documentation if the employee is returning less than six (6) weeks after the date of giving birth.**

- 4) Seniority will accumulate during **Maternity/Parental/Adoption** Leave.
 - 5) Benefits, including sick leave, will not accumulate or be paid during **Maternity/Parental/Adoption** Leave. The employee's benefits held before such leave shall be reinstated upon **their** return to work.
- b) Upon the completion of the **Maternity/Parental/Adoption** Leave, the employee has the right to return to **their** employment at the same rate (step) of pay, and under similar terms and conditions as before, but not necessarily the same job. The Co-operative's obligation to guarantee employment shall cease if the employee is unable to return to work within the **respective thirty-seven (37) week period or fifty-two (52) week period**, or in the case of an employee who gave birth, within fifty-two (52) weeks of **giving** birth.

Section 7 - Maintenance of Benefits

The maintenance of employee benefit plans during a leave of absence in excess of two (2) weeks, for which there is no pay, shall be conditional upon bylaws of the plans concerned and upon payment of the full cost by the employee.

Section 8 - Union Negotiations Leave

The Co-operative will recognize a Union negotiating committee who shall be granted leave of absence for the purpose of collective bargaining with the Co-operative. In selecting such a negotiating committee, the Union shall have due regard for the staffing requirements of the Co-operative. Three (3) employees on the committee shall suffer no loss of pay for time spent in negotiations with the Co-operative.

Section 9 - Family Responsibility Leave

Employees who have passed probation may take up to three (3) days leave without pay each year, to meet responsibilities related to:

- (a) the care, health or education of a dependant child in the employee's care, or
- (b) the care or health of any member of the employee's immediate family;
- (c) the attendance at important family functions.

Application for the above leave shall be made to the immediate supervisor or his/her designate. Subject to providing adequate notice, such leave shall not be unreasonably withheld.

Section 10 - Compassionate Care Leave

An employee who qualifies for Employment Insurance Compassionate Care benefits shall be entitled to an unpaid compassionate care leave of up to eight (8) weeks to provide care or support to a seriously ill family member. The employee must provide a medical certificate stating that the eligible family member has a serious medical condition with a "significant risk of death within twenty-six (26) weeks", and that the family member requires care or support from one or more family members. In this section "Family Member" is defined as a spouse, child, or parent, including a child or parent of the employee's spouse. Requests for such leave shall be made to the Home Office Human Resources Manager.

Section 11 - Jury and Witness Duty

Employees summoned to jury duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury or witness service and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from jury or witness duty for the rest of

that day or days and does not report back to work, or if the jury or witness duty occurs on the employee's scheduled day off. This article does not apply in situations where the employee serves as a witness before the Labour Relations Board.

ARTICLE 17 - Statutory Holidays

(a) The following days shall be observed as holidays, without deduction of pay therefore:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Saskatchewan Day	

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

(b) The above holidays shall be observed on days other than **the** calendar date when so proclaimed by the **Federal, Provincial or Civic authorities.**

(c) When an employee works on a holiday, other than a Civic holiday, he/she shall be paid one (1) day's pay at his/her regular rate of wages, and in addition one and one-half (1-1/2) times his/her regular rate of wages for every hour or part of an hour during which he/she works on such holidays.

(d) **Work shifts on a statutory holiday will be offered in order of seniority to those employees who would normally have worked that day. Where there are insufficient employees that volunteer to work on the statutory holiday, employees will be scheduled in reverse order of seniority. This procedure will be followed for each of the day, evening, and midnight shifts.**

- (e) An employee required to work on a Civic holiday shall be entitled to an equivalent leave of absence with pay in lieu of said holiday. Such leave shall be arranged by mutual agreement between the employee and the Co-operative provided that, if such equivalent leave of absence with pay cannot be granted or secured within thirty (30) calendar days following said holiday, such employee shall be paid at double the regular rate for the time worked on the holiday.
- (f) Every employee shall be guaranteed one (1) day's rest in seven (7).
- (g) Where a holiday falls on an employee's regularly assigned day of rest and he/she does not work on such day of rest, the following day will be observed as the paid holiday. In a five (5) day week, the day of rest referred to is the second day off. Should any holiday fall on an employee's scheduled day off other than his/her day of rest, the Co-operative shall have the option of granting one (1) day's additional pay or a day off with pay. In the latter event, the day off shall be mutually agreed between the Co-operative and the employee within thirty (30) calendar days following the holiday

ARTICLE 18 - ANNUAL VACATIONS

- (a) Vacations shall be granted between May 1 and November 1 unless otherwise mutually agreed to by the employee, the Co-operative and the Union. The annual vacation cutoff date is April 30.
- (b) Vacations with pay at regular rates shall be granted on the following basis:
 - (i) Three (3) weeks after one (1) year's service and each subsequent year of service, up to eight (8) years' service.

- (ii) Four (4) weeks after eight (8) years' service and each subsequent year of service up to thirteen (13) years of service.
- (iii) Five (5) weeks after thirteen (13) years' service and after each subsequent year of service up to eighteen (18) years of service.
- (iv) Six (6) weeks after eighteen (18) years' service and after each subsequent year of service.
- (v) Seven (7) weeks' vacation after twenty-three (23) years of service and after each subsequent year of service.
- (vi) Employees becoming eligible for four (4) or five (5) or six (6) or seven (7) weeks' vacation shall have a three (3) or four (4) or five (5) or six (6) week vacation plus one-half (1/2) day per month of service prior to April 30, up to a maximum of five (5) working days.
- (vii) In the event of an employee being entitled to more than three (3) weeks' vacation, the Co-operative shall have the right to schedule such additional vacation outside of the normal vacation period.
- (viii) If an employee is absent without pay for a period in excess of two (2) weeks in any qualified period, his/her vacation pay shall be computed on the basis of 3/52, **4/52**, 5/52, **6/52**, or 7/52 (whichever is applicable).
- (ix) Employees entitled to less than **four (4)** weeks of vacation may take up to one (1) week of their vacation in blocks of time less than a full week in duration. Employees entitled to **four (4)** or more weeks of vacation may take up to two

(2) weeks of their vacation in blocks of time less than a full week in duration. It is further agreed by the parties that up to **three (3)** vacation days each year may be split and taken in portions of not less than two (2) hours. Whereas vacations are normally scheduled by management, in these circumstances the employee and **their** immediate supervisor must mutually agree on when a block of time of less than one (1) week or one (1) day is to be taken. The Union recognizes that in granting a block of time of less than one (1) week or one (1) day the Co-operative must consider such things as approved vacation schedules in the department and continued efficient operation of the Co-operative.

- (c) If the employment of an employee is terminated, the Co-operative shall forthwith pay to him/her, in addition to all other amounts due him/her, the applicable fraction (3/52, **4/52**, 5/52, **6/52**, or 7/52) of the total wages earned by him/her during the entire period of his/her employment, but if the employee has been permitted to take an annual vacation at any time during the course of his/her employment, the Co-operative is required to pay him/her only the applicable fraction (3/52, **4/52**, 5/52, **6/52**, or 7/52) of the total wages earned by him/her after the date on which he/she becomes entitled to the last annual vacation which he/she was permitted to take.
- (d) Where a holiday falls within an employee's annual vacation, such employee shall be granted an additional day's vacation or pay in lieu of the additional day.
- (e) Vacation schedules shall be prepared in advance by the employees on a departmental basis, approved by the Co-operative and posted by the Co-operative in places accessible to the employees.

- (f) If an employee is ill or injured during a scheduled vacation, the employee may elect to go on sick leave, in which case the balance of the vacation will be rescheduled. The above will apply from and including the first day of illness or accident, if the employee is hospitalized, or if the employee is ill or disabled for three (3) days or more, but is not hospitalized. The Co-operative may request a medical certificate as proof of illness or accident.

ARTICLE 19 - SAFETY AND HEALTH

The Co-operative shall make reasonable provisions for the safety and health of its employees during working hours. The Union may bring to the attention of the Co-operative recommendations for improvements in conditions of work and these recommendations shall be the subject of negotiations between the Co-operative and the Union.

The Co-operative and the Union agree to co-ordinate their efforts in the administration of the Co-operative's policy on the treatment of alcoholism and drug abuse as an illness.

The Co-operative and the Union agree to the establishment of an Occupational Health and Safety Committee comprised of equal representation who shall meet not less than once every three (3) months.

ARTICLE 20 - CLASSIFICATIONS, WAGE RATES AND HOURS OF WORK

1. Job classifications and wage rates for such classifications, and hours of work shall be set out in Schedules A, B and C, annexed to and forming part of this Agreement. All employees shall be given the rates of pay within the ranges as specified in the schedules attached to this Agreement according to their classifications.

2. Jobs will be reviewed and classified by the Co-operative when necessary. Due to significant changes in duties, any employee may request a review of **their** job within the year. The request for a review shall be accompanied by a completed job questionnaire. The results will be made known and discussed with the employee within two (2) months from the date of such formal request. It is agreed that job reclassification will not be used as a means of general salary reduction. **The Co-operative shall notify the Union of any changes to job classifications at the time such changes come into effect.** Any analysis, if disputed, shall be subject to **the** Grievance and **Arbitration** Procedures.
3. In the case where an employee's job is reclassified upwards and there is no significant change in duties, he/she shall be paid at an increment step of the new range corresponding to the increment step of the range of the classification the employee was paid at just prior to reclassification. If an employee is reclassified upwards, any wage adjustment shall take effect on the first day in the next pay period following the date when the review was last requested. If reclassified downwards, the employee will be moved as soon as possible, if qualified, to a job equal to his/her previous level. If he/she is not moved in six (6) months, or has not exercised his/her seniority rights to obtain another position, merit and ability being sufficient to handle the job, his/her salary will be frozen and red-circled until the range of the new level exceeds the frozen/red-circled rate.
4. **Applicable rates of pay** for any new classifications or new positions that may hereafter be established, shall be subject to negotiation and agreement between the Co-operative and the Union, before the position is posted, and the provisions of Article 9 with respect to the filling of such positions shall apply, a supplementary agreement in writing to be executed

in respect of any such positions, a copy to be sent to the Union. However, in the event that the parties are unable to agree upon the rates of pay to be established, the Co-operative may set a temporary rate pending final settlement through the Grievance Procedure provided in Articles 13 and 14 of this Agreement.

ARTICLE 21 - OVERTIME

1. All hours worked in excess of the regular hours of work as set out in Schedule A attached to this Agreement, or as agreed to later by negotiations shall be considered overtime and shall be paid at the rate of time and one-half (1-1/2x) for the first three (3) hours each day and double time (2x) thereafter.

When employees are required to travel, the matter of overtime shall be subject to mutual agreement between the Department Manager concerned and the Union Committee.

2. All employees shall be paid double the regular rate for all work performed on Sundays or on their regularly assigned day of rest when Sunday is a regular working day.
3. It is recognized that overtime is at times essential and except in cases of pressing emergency, employees requested to work overtime will be given four (4) hours' notice. However, employees will have the right to decline an overtime assignment except in case of inventory taking.
4. An employee who is not advised prior to leaving work and is called back to work, not continuous with his/her regular working hours, either before or after, shall receive not less than one-half day's pay at the overtime rate.
5. Any employee who reports for work but who for reason of some breakdown in the plant or for weather conditions is dismissed

for the day shall receive pay for not less than one day at his/her normal rate.

6. Employees shall not be required to suspend work during their regular working hours to avoid payment of overtime.
7. An employee who is required to work more than two (2) hours **right before or right** after **their** regular shift will receive a meal allowance of **ten (\$10.00) dollars {eleven (\$11.00) dollars effective November 6, 2016 and twelve (\$12.00) dollars effective November 5, 2017}**.
A fifteen (15) minute paid rest period will be given for overtime assignments which are scheduled to exceed two (2) hours.
8. **An employee may bank their overtime at the overtime rates applicable up to a maximum of forty (40) hours. Employees must use their banked time off with pay within six (6) months of the end of the pay period in which it was earned or it will be paid out to the employee. The time off with pay must be taken at a time mutually agreed upon between the Co-operative and the employee and is subject to business needs. The Co-operative must consider such things as approved vacation or other leaves in the department and continued efficient operation of the Co-operative.**

ARTICLE 22 - PAYMENT OF WAGES

1. Pay shall be in accordance with the attached schedule. No employee shall suffer loss of pay upon being promoted to a higher range.
2. Notwithstanding anything in this Agreement to the contrary, any employee now receiving a higher rate than is called for under the terms of this Agreement shall not have such rate reduced during the term of this Agreement.

3. An employee required to fill temporarily for two (2) consecutive working days or more, a job paying a higher range of pay shall receive not less than ten (\$10.00) dollars per day in addition to **their** regular pay, provided this would not exceed the top of the higher range, in which case **they** would receive in addition only the difference between **their** regular rate and the top of the higher range. If required temporarily to fill a job paying a lower range of pay, **their** regular range of pay shall not be changed.

An employee required to fill in when the immediate Management Supervisor is absent for two (2) consecutive working days or more, shall be paid extra pay at the rate of fifteen (\$15.00) dollars per day **in addition to their regular wage.**

4. Employees shall receive wage increases and increments as set out in Schedule C of this Agreement, unless in the opinion of the Co-operative and the Union such increments are not warranted. Increase dates shall be calculated from the pay period's first day closest to the date an employee assumes a position.
5. **Employees shall be paid every second Friday by direct deposit to the financial institution of the employee's choice. At the same time, the Co-operative shall make available to each employee an itemized statement of all wages earned during the applicable pay period. This statement shall include the employee's hourly rate of pay and all specific deductions and methods of earnings.**
6. Where a male employee is replaced by a female employee the principle of equal pay for equal work shall apply, regardless of age.

7. (a) The rates of pay upon hiring shall normally be at the minimum of the salary ranges. Notwithstanding the above the Co-operative may approve a higher rate:
- (i) where the relevant competencies and qualifications of a selected applicant exceed the recruitment requirements for the position, or
 - (ii) for occupations where market reasons warrant, as determined by the Co-operative.
- (b) When the **Co-operative** approves a salary rate above the minimum pursuant to the above, they will provide to the Union the rate at which it has given such approval and an outline of the qualifications of the person appointed.
- (i) Any employee working in the same occupation and classification level, with the same duties and responsibilities that is being paid at a lower rate in the range may challenge the appointment. The employee must possess the qualifications equivalent to those of the employee appointed higher in the salary range, and within 30 days, request that the **Co-operative** review their qualifications and salary. If as a result of review, a salary adjustment is considered to be warranted, the **Co-operative** shall so authorize.
 - (ii) When market reasons warrant a higher salary rate the Co-operative shall review the qualifications of employees in the same occupation and classification level, with the same duties and responsibilities as the person appointed, and, where necessary, adjust their salary.

- (c) In applying the above provisions, both parties agree that:
 - (i) There will be no retroactive monetary adjustment as a result of a review, and
 - (ii) Future hires will be evaluated on their relevant competence and qualifications.

ARTICLE 23 - UNION REPRESENTATION

A Shop Steward or Executive Member of the Union shall be permitted, after notifying the Human Resources Manager or designate, to talk with an employee regarding Union matters during regular working hours. The interview of such employee by the Shop Steward or Executive Member shall be carried on in a place provided for and designated by the Co-operative. Time taken for such an interview in excess of five (5) minutes shall not be on Co-operative time.

ARTICLE 24 - APPLICATION OF AGREEMENT

When matters are submitted by either party to this Agreement with respect to the application or interpretation of this Agreement, such matters shall be subject to negotiation between the parties, and the decisions arrived at be reduced to writing and signed jointly by accredited representatives of the Co-operative and the Union, and become part of this Agreement, a copy to go to the Union.

ARTICLE 25 - DURATION

This Agreement shall be effective from the first day of November, **2015** and shall remain in effect until October 31st, **2019** and thereafter from year to year, but either party may, not less than **sixty (60)** days or more than **one hundred and twenty (120)** days before the expiry date of such Agreement, give notice in writing to the other party to terminate such Agreement or to negotiate a revision thereof.

SCHEDULE A - HOURS OF WORK AND SHIFT PREMIUM

1. The regular hours of work shall be considered to be forty (40) hours (thirty-seven and one-half (37 1/2) for office employees and thirty-eight and three-quarters (38 3/4) for Feed Plant employees) per week consisting of five (5) days of eight (8) hours, except for personnel of departments who, by necessity, have to work on a shift or rotating shift basis. Where the parties mutually agree, Feed Plant employees' regular weekly hours of work may become forty (40) hours and those employees shall be compensated accordingly.

Office employees shall be defined as all employees at 401-22nd Street East, Saskatoon and those employees filling clerical positions in all other locations.

2. A four (4) day work week on the present weekly hours basis may be put into effect in a department or departments where it is mutually advantageous to both the Co-operative and the employees. A four (4) day week will be established only upon agreement between the Union and the Co-operative and its terms and conditions will be set out in a special agreement.
3. Employees of the mailing section may be required to work on a staggered-hour basis.
4. Employees of the maintenance section may be required to work from Tuesday to Saturday inclusive in order to carry out duties which could not be performed efficiently during regular hours.
Caretakers are required to work on a rotating shift basis.

5. Rest Periods

Every employee shall be granted two (2) fifteen (15) minute

paid rest periods per regular shift, one in the first half of the shift and one in the second half of the shift.

6. Shift Premium

An employee working on a shift commencing prior to 7:00 a.m. or terminating after 6:00 p.m. shall receive a shift premium of one dollar and ten cents (\$1.10) per hour in addition to his/her regular rate of pay.

Shift premiums will not apply to employees in the classification of Housekeeper.

Shift premiums shall not be subject to overtime rates.

7. No Split Shifts

With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work unless otherwise mutually agreed.

8. The Co-operative will make every effort to accommodate permanent employees employed on the night shift, and on the basis of seniority to elect to temporarily move into a summer relief position on the day shift. At the end of that period the employee shall revert to the position previously held unless the employee has in the meantime filled a vacant position on the day shift.
9. Designated employees employed in the freezer section shall receive one dollar and ten cents (\$1.10) per hour **{one dollar and twenty cents (\$1.20) per hour effective November 6, 2016}** in addition to their regular rate of pay.
10. Call-ins shall be subject to overtime with a minimum of two (2) hours' pay at the employees applicable overtime rate.

Subsequent call-ins on the same day will be on a regular overtime basis with no minimum pay guarantee. For the purpose of this clause, the word "day" shall mean the twenty-four (24) hour period commencing at the employee's normal starting time.

11. Employees, **other than employees in the Propane Department**, when required to carry pagers or cell phones outside their regular hours of work shall be paid a daily premium of fourteen (\$14.00) dollars **{twenty (\$20.00) dollars effective the start of the first complete pay period following ratification}** for each day they carry the pager or cell phone.

12. Application of Premiums

The premiums referred to in Schedule A shall be added to the calculation of any vacation pay that the employee may be entitled to.

13. On Call Premium – Propane Department

Effective the start of the first complete pay period following ratification, employees in the Propane Department, when required to be on call outside their regular hours of work, shall be paid a premium as follows:

- a) **Twenty (\$20.00) dollars for a scheduled work day;**
- b) **Fifty (\$50.00) dollars for a scheduled day off.**

SCHEDULE B - JOB CLASSIFICATIONS

LEVEL 1

Home Office

Data Entry Clerk, Food Clerk, Mail Clerk, Processing Clerk

LEVEL 2

Home Office

Accounts Payable Clerk, **Credit Clerk, Junior Bindery - Kitting**, Mail Clerk, Matching Clerk, Patronage/Equity Clerk, **Processing Clerk, Switchboard Operator**

LEVEL 3

Saskatoon Region

Propane Administrative Associate

Home Office

Accounting Technicians, **Advertising Administrative Associate, Home and Building Solutions Associate, Home and Building Solutions Costing Associate, Marketing and Production Student, Printing Administrative Clerk, Senior Bindery - Kitting**, Shipping/Receiving Associate, Stationery Associate, **Stationery & Mailing Clerk**

LEVEL 4

Saskatoon Region

Customer Service Associate, Logistics Associate

Home Office

Accounting Technicians, **Digital Print Associate, Feed Administrative Associate, Food Administrative Associate, Head Copier Associate, HR Administrative Associate**, Marketing Associate, Petroleum Associate

LEVEL 5

Saskatoon Region

Customer Service Associate, Logistics Associate

Home Office

Accounting Technicians, Crop Supplies Associate, Customer Service Associate, Home and Building Solutions Associate, Meat Order Desk Associate, Senior Accounting Technicians, Senior Data Entry Operator

LEVEL 6

Saskatoon Region

Customer Service Associate, Senior Feed Associate

Home Office

Intermediate Accountants, **Petroleum Associates,** Pre-Press Operator, **Production Technician,** Senior Buying Associate, Senior Marketing Associate, Senior Payroll Associate, Senior Procurement Associate

LEVEL 7

Saskatoon Region

Senior Customer Service Clerk

Home Office

Deli Product Replenisher, Feed Replenisher, **Lead Printing Associate,** Product Replenisher, **Product Replenisher - Ag Equipment, Product Replenisher - Crop Input**

LEVEL 8

Home Office

Import Operations Associate, Senior Accountants

LEVEL 9

Home Office

Senior Accountants, Senior Finance Associate, Senior Marketing Technician, Senior Promotion Technician, **Senior Retail Accountant**

MULTI-LEVEL POSITIONS - SASKATOON REGION

Warehouse Administrative Associate	2-4
Dispatcher	5-7

MULTI-LEVEL POSITIONS - HOME OFFICE

Data Entry Clerk	2-3
Junior Offset Press Operator	3-4
Payroll Associate	3-4
Credit Associate	4-5
Senior Logistics Associate	5-7
Intermediate Offset Press Operator	6-7
Senior Payroll Associate	6-7
Senior Offset Press Operator	7-8
Feed Associate	8-9
Procurement Specialist	8-9
Senior Accountant - Financial Statements	8-9
Programmer Analyst	I/II/III
Graphic Designer	Jr/Int/Sr

SCHEDULE C - PAYMENT OF WAGES

FCL HOME OFFICE/SASKATOON REGION

Non-Management Hour Rates of Pay as of November 8, 2015

	Start	6 Mth	12 Mth	18 Mth	24 Mth	30 Mth	36 Mth	42 Mth	48 Mth
HOME OFFICE									
Level 1	14.51	15.08	15.65	16.22	16.80	17.37	17.94	18.50	20.47
Level 2	15.23	15.80	16.38	16.96	17.53	18.11	18.69	19.26	21.30
Level 3	16.27	16.87	17.46	18.06	18.65	19.24	19.83	20.43	22.53
Level 4	17.21	17.82	18.44	19.05	19.66	20.27	20.89	21.50	23.71
Level 5	18.27	18.90	19.53	20.16	20.78	21.41	22.04	22.66	24.97
Level 6	19.44	20.15	20.85	21.56	22.27	22.98	23.68	24.39	26.91
Level 7	20.48	21.22	21.96	22.71	23.46	24.20	24.94	25.68	28.34
Level 8	21.71	22.82	23.93	25.04	26.16	27.26	30.09		
Level 9	22.78	23.97	25.18	26.38	27.59	28.79	31.81		
Food Serv. Att.	14.36	14.95	15.54	16.13	16.71	17.30	17.88	18.47	20.47
Cook	15.76	16.36	16.96	17.56	18.17	18.77	19.37	19.97	22.10
Sr. Building Op.	21.36	22.08	22.81	23.53	24.25	24.97	25.70	26.42	29.11

Head Caretaker	18.72	19.42	20.11	20.81	21.50	22.20	22.89	23.59	26.07
Building Operator	17.68	18.50	19.33	20.15	20.98	21.80	22.62	23.45	26.09
Housekeeper	13.44	13.90	14.36	14.82	15.29	15.74	16.21	16.67	18.37
PA I	22.71	23.56	24.40	25.25	26.10	26.95	27.79	28.64	31.65
PA II	25.41	26.40	27.39	28.39	29.38	30.38	31.37	32.37	35.80
PA III	27.84	28.93	30.01	31.10	32.20	33.28	34.37	35.45	39.25
Jr. Graphic Designer	16.61	17.39	18.18	18.96	19.75	20.53	21.33	22.11	24.62
Int. Graphic Designer	19.45	20.43	21.43	22.41	23.41	24.39	25.39	26.37	29.42
Sr. Graphic Designer	24.26	25.34	26.43	27.52	28.61	29.70	30.78	31.87	35.43
Copy Editor/Writer	19.45	20.43	21.43	22.41	23.41	24.39	25.39	26.37	29.42
Web & Comm. Tech	24.26	25.34	26.43	27.52	28.61	29.70	30.78	31.87	35.43
WAREHOUSE									
Mat. Handler	16.43	17.52	18.62	19.70	20.79	21.87	22.97	24.06	26.68
Loader	16.69	17.78	18.87	19.97	21.05	22.15	23.23	24.33	26.96
Forklift	16.69	17.78	18.87	19.97	21.05	22.15	23.23	24.33	26.96
Receiver	16.95	18.06	19.16	20.27	21.37	22.47	23.58	24.68	27.33
Semi Driver	21.53	22.98	24.43	25.88	27.33				

Stock Control	17.18	18.30	19.43	20.54	21.66	22.78	23.90	25.02	27.72
Equip. Maint.	22.08	23.61	25.13	26.66	28.19				
Caretaker Maint.	15.23	16.36	17.51	18.65	19.79	20.93	22.08	23.21	25.84
Whse. Helper	13.21	13.84	14.48	15.12	15.76	16.40	17.04	17.68	19.46
FEED PLANT									
Millhand	16.99	18.10	19.19	20.30	21.41	22.51	23.61	24.72	27.39
Shipper/Receiver	17.40	18.52	19.66	20.79	21.91	23.04	24.18	25.30	28.02
Lead Hand	18.11	19.24	20.37	21.51	22.63	23.77	24.90	26.03	28.81
Maintenance	18.56	19.72	20.89	22.05	23.21	24.37	25.54	26.69	29.55
Utility Person	18.85	20.12	21.38	22.64	23.91	25.18	26.44	27.71	30.74
PROPANE									
Driver Sales	21.53	22.98	24.43	25.88	27.33				
With Ticket	24.29	26.22	28.16	30.08	32.01				
Service Tech. I	21.53	22.98	24.43	25.88	27.33				
Service Tech. II	24.29	26.22	28.16	30.08	32.01				
Service Tech. III	27.59	30.35	33.11	35.87	38.63				

SCHEDULE C - PAYMENT OF WAGES

FCL HOME OFFICE/SASKATOON REGION

Non-Management Hour Rates of Pay as of November 6, 2016

	Start	6 Mth	12 Mth	18 Mth	24 Mth	30 Mth	36 Mth	42 Mth	48 Mth
HOME OFFICE									
Level 1	14.73	15.31	15.88	16.46	17.05	17.63	18.21	18.78	20.78
Level 2	15.46	16.04	16.63	17.21	17.79	18.38	18.97	19.55	21.62
Level 3	16.51	17.12	17.72	18.33	18.93	19.53	20.13	20.74	22.87
Level 4	17.47	18.09	18.72	19.34	19.95	20.57	21.20	21.82	24.07
Level 5	18.54	19.18	19.82	20.46	21.09	21.73	22.37	23.00	25.34
Level 6	19.73	20.45	21.16	21.88	22.60	23.32	24.04	24.76	27.31
Level 7	20.79	21.54	22.29	23.05	23.81	24.56	25.31	26.07	28.77
Level 8	22.04	23.16	24.29	25.42	26.55	27.67	30.54		
Level 9	23.12	24.33	25.56	26.78	28.00	29.22	32.29		
Food Serv. Att.	14.58	15.17	15.77	16.37	16.96	17.56	18.15	18.75	20.78
Cook	16.00	16.61	17.21	17.82	18.44	19.05	19.66	20.27	22.43

Sr. Building Op.	21.68	22.41	23.15	23.88	24.61	25.34	26.09	26.82	29.55
Head Caretaker	19.00	19.71	20.41	21.12	21.82	22.53	23.23	23.94	26.46
Building Operator	17.95	18.78	19.62	20.45	21.29	22.13	22.96	23.80	26.48
Housekeeper	13.64	14.11	14.58	15.04	15.52	15.98	16.45	16.92	18.65
PA I	23.05	23.91	24.77	25.63	26.49	27.35	28.21	29.07	32.12
PA II	25.79	26.80	27.80	28.82	29.82	30.84	31.84	32.86	36.34
PA III	28.26	29.36	30.46	31.57	32.68	33.78	34.89	35.98	39.84
Jr. Graphic Designer	16.86	17.65	18.45	19.24	20.05	20.84	21.65	22.44	24.99
Int. Graphic Designer	19.74	20.74	21.75	22.75	23.76	24.76	25.77	26.77	29.86
Sr. Graphic Designer	24.62	25.72	26.83	27.93	29.04	30.15	31.24	32.35	35.96
Copy Editor/Writer	19.74	20.74	21.75	22.75	23.76	24.76	25.77	26.77	29.86
Web & Comm. Tech	24.62	25.72	26.83	27.93	29.04	30.15	31.24	32.35	35.96
WAREHOUSE									
Mat. Handler	16.68	17.78	18.90	20.00	21.10	22.20	23.31	24.42	27.08
Loader	16.94	18.05	19.15	20.27	21.37	22.48	23.58	24.69	27.36
Forklift	16.94	18.05	19.15	20.27	21.37	22.48	23.58	24.69	27.36
Receiver	17.20	18.33	19.45	20.57	21.69	22.81	23.93	25.05	27.74

Semi Driver	21.85	23.32	24.80	26.27	27.74				
Stock Control	17.44	18.57	19.72	20.85	21.98	23.12	24.26	25.40	28.14
Equip. Maint.	22.41	23.96	25.51	27.06	28.61				
Caretaker Maint.	15.46	16.61	17.77	18.93	20.09	21.24	22.41	23.56	26.23
Whse. Helper	13.41	14.05	14.70	15.35	16.00	16.65	17.30	17.95	19.75
FEED PLANT									
Millhand	17.24	18.37	19.48	20.60	21.73	22.85	23.96	25.09	27.80
Shipper/Receiver	17.66	18.80	19.95	21.10	22.24	23.39	24.54	25.68	28.44
Lead Hand	18.38	19.53	20.68	21.83	22.97	24.13	25.27	26.42	29.24
Maintenance	18.84	20.02	21.20	22.38	23.56	24.74	25.92	27.09	29.99
Utility Person	19.13	20.42	21.70	22.98	24.27	25.56	26.84	28.13	31.20
PROPANE									
Driver Sales	21.85	23.32	24.80	26.27	27.74				
With Ticket	24.65	26.61	28.58	30.53	32.49				
Service Tech. I	21.85	23.32	24.80	26.27	27.74				
Service Tech. II	24.65	26.61	28.58	30.53	32.49				
Service Tech. III	28.00	30.81	33.61	36.41	39.21				

SCHEDULE C - PAYMENT OF WAGES

FCL HOME OFFICE/SASKATOON REGION

Non-Management Hour Rates of Pay as of November 5, 2017

	Start	6 Mth	12 Mth	18 Mth	24 Mth	30 Mth	36 Mth	42 Mth	48 Mth
HOME OFFICE									
Level 1	15.02	15.62	16.20	16.79	17.39	17.98	18.57	19.16	21.20
Level 2	15.77	16.36	16.96	17.55	18.15	18.75	19.35	19.94	22.05
Level 3	16.84	17.46	18.07	18.70	19.31	19.92	20.53	21.15	23.33
Level 4	17.82	18.45	19.09	19.73	20.35	20.98	21.62	22.26	24.55
Level 5	18.91	19.56	20.22	20.87	21.51	22.16	22.82	23.46	25.85
Level 6	20.12	20.86	21.58	22.32	23.05	23.79	24.52	25.26	27.86
Level 7	21.21	21.97	22.74	23.51	24.29	25.05	25.82	26.59	29.35
Level 8	22.48	23.62	24.78	25.93	27.08	28.22	31.15		
Level 9	23.58	24.82	26.07	27.32	28.56	29.80	32.94		
Food Serv. Att.	14.87	15.47	16.09	16.70	17.30	17.91	18.51	19.13	21.20
Cook	16.32	16.94	17.55	18.18	18.81	19.43	20.05	20.68	22.88

Sr. Building Op.	22.11	22.86	23.61	24.36	25.10	25.85	26.61	27.36	30.14
Head Caretaker	19.38	20.10	20.82	21.54	22.26	22.98	23.69	24.42	26.99
Building Operator	18.31	19.16	20.01	20.86	21.72	22.57	23.42	24.28	27.01
Housekeeper	13.91	14.39	14.87	15.34	15.83	16.30	16.78	17.26	19.02
PA I	23.51	24.39	25.27	26.14	27.02	27.90	28.77	29.65	32.76
PA II	26.31	27.34	28.36	29.40	30.42	31.46	32.48	33.52	37.07
PA III	28.83	29.95	31.07	32.20	33.33	34.46	35.59	36.70	40.64
Jr. Graphic Designer	17.20	18.00	18.82	19.62	20.45	21.26	22.08	22.89	25.49
Int. Graphic Designer	20.13	21.15	22.19	23.21	24.24	25.26	26.29	27.31	30.46
Sr. Graphic Designer	25.11	26.23	27.37	28.49	29.62	30.75	31.86	33.00	36.68
Copy Editor/Writer	20.13	21.15	22.19	23.21	24.24	25.26	26.29	27.31	30.46
Web & Comm. Tech	25.11	26.23	27.37	28.49	29.62	30.75	31.86	33.00	36.68
WAREHOUSE									
Mat. Handler	17.01	18.14	19.28	20.40	21.52	22.64	23.78	24.91	27.62
Loader	17.28	18.41	19.53	20.68	21.80	22.93	24.05	25.18	27.91
Forklift	17.28	18.41	19.53	20.68	21.80	22.93	24.05	25.18	27.91
Receiver	17.54	18.70	19.84	20.98	22.12	23.27	24.41	25.55	28.29

Semi Driver	22.29	23.79	25.30	26.80	28.29				
Stock Control	17.79	18.94	20.11	21.27	22.42	23.58	24.75	25.91	28.70
Equip. Maint.	22.86	24.44	26.02	27.60	29.18				
Caretaker Maint.	15.77	16.94	18.13	19.31	20.49	21.66	22.86	24.03	26.75
Whse. Helper	13.68	14.33	14.99	15.66	16.32	16.98	17.65	18.31	20.15
FEED PLANT									
Millhand	17.58	18.74	19.87	21.01	22.16	23.31	24.44	25.59	28.36
Shipper/Receiver	18.01	19.18	20.35	21.52	22.68	23.86	25.03	26.19	29.01
Lead Hand	18.75	19.92	21.09	22.27	23.43	24.61	25.78	26.95	29.82
Maintenance	19.22	20.42	21.62	22.83	24.03	25.23	26.44	27.63	30.59
Utility Person	19.51	20.83	22.13	23.44	24.76	26.07	27.38	28.69	31.82
PROPANE									
Driver Sales	22.29	23.79	25.30	26.80	28.29				
With Ticket	25.14	27.14	29.15	31.14	33.14				
Service Tech. I	22.29	23.79	25.30	26.80	28.29				
Service Tech. II	25.14	27.14	29.15	31.14	33.14				
Service Tech. III	28.56	31.43	34.28	37.14	39.99				

SCHEDULE C - PAYMENT OF WAGES

FCL HOME OFFICE/SASKATOON REGION

Non-Management Hour Rates of Pay as of November 4, 2018

	Start	6 Mth	12 Mth	18 Mth	24 Mth	30 Mth	36 Mth	42 Mth	48 Mth
HOME OFFICE									
Level 1	15.32	15.93	16.52	17.13	17.74	18.34	18.94	19.54	21.62
Level 2	16.09	16.69	17.30	17.90	18.51	19.13	19.74	20.34	22.49
Level 3	17.18	17.81	18.43	19.07	19.70	20.32	20.94	21.57	23.80
Level 4	18.18	18.82	19.47	20.12	20.76	21.40	22.05	22.71	25.04
Level 5	19.29	19.95	20.62	21.29	21.94	22.60	23.28	23.93	26.37
Level 6	20.52	21.28	22.01	22.77	23.51	24.27	25.01	25.77	28.42
Level 7	21.63	22.41	23.19	23.98	24.78	25.55	26.34	27.12	29.94
Level 8	22.93	24.09	25.28	26.45	27.62	28.78	31.77		
Level 9	24.05	25.32	26.59	27.87	29.13	30.40	33.60		
Food Serv. Att.	15.17	15.78	16.41	17.03	17.65	18.27	18.88	19.51	21.62
Cook	16.65	17.28	17.90	18.54	19.19	19.82	20.45	21.09	23.34

Sr. Building Op.	22.55	23.32	24.08	24.85	25.60	26.37	27.14	27.91	30.74
Head Caretaker	19.77	20.50	21.24	21.97	22.71	23.44	24.16	24.91	27.53
Building Operator	18.68	19.54	20.41	21.28	22.15	23.02	23.89	24.77	27.55
Housekeeper	14.19	14.68	15.17	15.65	16.15	16.63	17.12	17.61	19.40
PA I	23.98	24.88	25.78	26.66	27.56	28.46	29.35	30.24	33.42
PA II	26.84	27.89	28.93	29.99	31.03	32.09	33.13	34.19	37.81
PA III	29.41	30.55	31.69	32.84	34.00	35.15	36.30	37.43	41.45
Jr. Graphic Designer	17.54	18.36	19.20	20.01	20.86	21.69	22.52	23.35	26.00
Int. Graphic Designer	20.53	21.57	22.63	23.67	24.72	25.77	26.82	27.86	31.07
Sr. Graphic Designer	25.61	26.75	27.92	29.06	30.21	31.37	32.50	33.66	37.41
Copy Editor/Writer	20.53	21.57	22.63	23.67	24.72	25.77	26.82	27.86	31.07
Web & Comm. Tech	25.61	26.75	27.92	29.06	30.21	31.37	32.50	33.66	37.41
WAREHOUSE									
Mat. Handler	17.35	18.50	19.67	20.81	21.95	23.09	24.26	25.41	28.17
Loader	17.63	18.78	19.92	21.09	22.24	23.39	24.53	25.68	28.47
Forklift	17.63	18.78	19.92	21.09	22.24	23.39	24.53	25.68	28.47
Receiver	17.89	19.07	20.24	21.40	22.56	23.74	24.90	26.06	28.86

Semi Driver	22.74	24.27	25.81	27.34	28.86				
Stock Control	18.15	19.32	20.51	21.70	22.87	24.05	25.25	26.43	29.27
Equip. Maint.	23.32	24.93	26.54	28.15	29.76				
Caretaker Maint.	16.09	17.28	18.49	19.70	20.90	22.09	23.32	24.51	27.29
Whse. Helper	13.95	14.62	15.29	15.97	16.65	17.32	18.00	18.68	20.55
FEED PLANT									
Millhand	17.93	19.11	20.27	21.43	22.60	23.78	24.93	26.10	28.93
Shipper/Receiver	18.37	19.56	20.76	21.95	23.13	24.34	25.53	26.71	29.59
Lead Hand	19.13	20.32	21.51	22.72	23.90	25.10	26.30	27.49	30.42
Maintenance	19.60	20.83	22.05	23.29	24.51	25.73	26.97	28.18	31.20
Utility Person	19.90	21.25	22.57	23.91	25.26	26.59	27.93	29.26	32.46
PROPANE									
Driver Sales	22.74	24.27	25.81	27.34	28.86				
With Ticket	25.64	27.68	29.73	31.76	33.80				
Service Tech. I	22.74	24.27	25.81	27.34	28.86				
Service Tech. II	25.64	27.68	29.73	31.76	33.80				
Service Tech. III	29.13	32.06	34.97	37.88	40.79				

LETTER OF UNDERSTANDING

BETWEEN:

FEDERATED CO-OPERATIVES LIMITED

AND:

UNITED FOOD AND COMMERCIAL WORKERS LOCAL 649

TEMPORARY EMPLOYMENT

The parties to the Collective Agreement agree that from time to time the Co-operative is required to employ employees in a capacity other than in permanent full-time positions. **In such cases, the following will apply:**

1. Temporary Employees - **Is defined as an employee** engaged to perform work of a temporary nature on a regular full-time basis for a minimum period of ninety-one (91) calendar days and a maximum period of twelve (12) months. All provisions of the Collective Agreement will apply to these employees. Such positions shall be posted and filled in accordance with the Collective Agreement, unless otherwise agreed between the Union and the Co-operative. In the event a permanent employee fills a temporary position, such employee will not lose any benefits. At the expiration of the temporary position, such permanent employees shall revert to **their** former position. In the event that employee's former position no longer exists, such employee will have bumping rights contained in Letter of Understanding No. **3**. The parties agree that there may be situations where a temporary position may need to be extended beyond twelve (**12**) months. In such cases, the parties will agree to discuss the matter further.
2. Permanent Part-time - **Is defined as an employee** employed on a regular weekly basis for not less than **twenty-four (24)** hours

per week for a minimum period of **thirteen (13)** consecutive weeks. All provisions of the Collective Agreement will apply to these employees upon reaching the hourly equivalent of ninety **(90)** calendar days of employment, and further these employees will continue to be eligible for employee benefits set out in Article 15, provided these employees maintain a minimum of **twenty-four (24)** hours per week in any **thirteen (13)** consecutive week period. Such positions shall be posted and filled in accordance with the Collective Agreement. For the purpose of Article 18, employees taking annual vacations will receive the appropriate fraction of vacation pay for each year of service. These employees shall accumulate seniority on the basis of actual number of **hours** worked and converted to a date based on the annual equivalent of full-time days worked, to this extent, seniority as set out in Article 8.1 will not apply to Permanent Part-time employees

- 3. Part-time (Plan B Benefits) - Is defined as an employee who is employed on a regular weekly basis for fifteen (15) hours or more per week, but less than twenty-four (24) hours per week, for a minimum period of thirteen (13) consecutive weeks. These employees are eligible for Plan B benefits through the Co-operators subject to the rules and regulations of the plan. Such positions shall be posted and filled in accordance with the Collective Agreement. For the purpose of Article 18, employees taking annual vacations will receive the appropriate fraction of vacation pay for each year of service. These employees shall accumulate seniority on the basis of actual number of hours worked and converted to a date based on the annual equivalent of full-time days worked, to this extent, seniority as set out in Article 8.1 will not apply to Part-time (Plan B Benefits) employees.**

4. Casual Employees - **Is defined as an employee** engaged to perform work of a casual or emergent nature, where the duration of employment will not exceed a period of **ninety** (90) calendar days, during which employees will not acquire seniority nor will they have any rights to grieve termination of their employment. The rates of pay for casual employees are outlined under Schedule "C". All casual employees who have exceeded **ninety** (90) days will be granted permanent part-time status or temporary status, as applicable, subject to the requirement of posting the position, as per Article 9 of the Collective Agreement.
5. Part-time (No Benefits)* - **Is defined as an employee** who is employed on a regular weekly basis for less than **fifteen** (15) hours per week for a minimum period of **thirteen** (13) consecutive weeks.

Students* - As defined by the **Employment Standards Regulations**.

*The following rules shall apply to **Part-time (No Benefits)** employees **and Student employees** upon being employed for more than **ninety** (90) calendar days:

- (a) Posting. - These positions shall not be posted but rather filled by an employee who is needed on a regular basis but for less than **fifteen** (15) hours per week.
- (b) Seniority. - Employees shall accumulate seniority on the basis of actual number of hours worked and converted to a date based on the annual equivalent of full-time days worked (i.e., 21.73 working days = 1 month; 261 working days = 1 year). Seniority will begin to accumulate when the employee has successfully completed an equivalent of 6 months of work (130.4 days) or their probationary period,

whichever is longer. Upon successfully completing their probationary period, the Student employee will have their accumulated seniority date established from the first day they **entered the service of the Co-operative**, providing they do not have any break of employment greater than **fourteen (14)** days.

- (c) Salary Increments. - Actual hours worked will be converted to months to determine the 6 month salary increment steps (40 hours per week - 1,040 hours per **6 months**; 38 3/4 hours **per** week - 1,008 hours per **6 months**; 37 1/2 hours per week - 975 hours per **6 months**).
- (d) Vacations. - **Vacation** pay **will** be based on gross earnings for the year (i.e., if the **employee** has worked with **the Co-operative** for less than **eight (8)** years, their **vacation** pay **will** be determined by taking 3/52 of their gross earnings {8-12 years - **4/52**, 13-17 years - **5/52**, etc.}). **Vacation** pay will be paid **each pay period**.
- (e) Benefits (LTD, Dental, Life Insurance, Extended Health, Sick Leave). - Part-time (**No Benefits**) **employees** and Student employees are not eligible for any group benefits.
- (f) Retail Purchase Rebate Program. - Part-Time (**No Benefits**) and Student employees are eligible to apply for the purchase rebate program providing they are **actively employed** at the time the **rebate** is paid.
- (g) At no time will there be more than 20% of the Warehouse non-management complement hired into the Warehouse Student classification.

- (h) The Warehouse Student employee will be expected to work Saturdays and Sundays along with other working days, as designated by the Warehouse supervisors.

- (i) Student employees shall not be eligible for privileges such as alternate duties or vacation booking until all qualified full-time, permanent part-time, part-time and temporary employees have first been canvassed, regardless of their seniority. Employees on educational leave shall be considered to have student status, and shall be subject to the conditions of this letter. When their leave is completed, they will resume their previous status and corresponding benefits.

LETTER OF UNDERSTANDING

BETWEEN:

FEDERATED CO-OPERATIVES LIMITED

AND:

UNITED FOOD AND COMMERCIAL WORKERS LOCAL 649

REHABILITATION

The parties recognize that there is a legal duty to accommodate in the workplace involving the Co-operative, the Union and the employee. In the event that an employee requires an accommodation, it is understood that all three parties will fully participate in the accommodation process as appropriate to the parties' respective roles.

LETTER OF UNDERSTANDING

BETWEEN:

FEDERATED CO-OPERATIVES LIMITED

AND:

UNITED FOOD AND COMMERCIAL WORKERS LOCAL 649

LAYOFF PROCEDURES

It is recognized by both parties that due to changing workloads, the **Co-operative** may **be required** to lay off employees from time to time. In cases where a layoff is necessary, the following will apply:

1. That those individuals laid off will have the right to bump on the basis of their seniority.
2. An employee laid off will have the right to bump laterally or down into the most junior position within that level or classification, whichever is appropriate, in which they have the qualifications, merit and ability to perform. There will be no bumping into higher paid classifications. Each individual situation will be treated on a separate basis.
3. When an employee bumps laterally or downward, that employee will be given a reasonable amount of time to obtain a satisfactory level of performance in that position. **For the purpose of this clause, a reasonable amount of time shall be defined as three (3) months.** If the employee is unsuccessful in obtaining a satisfactory level of performance, then the **Co-operative** and the Union will review the matter and negotiate alternative options.
4. When an employee bumps into a lower-paying classification, the employee will be paid at the top of

that lower salary range. However, if their present salary is lower than the top of the range of the lower classification they are bumping to their salary will be frozen at their present rate, until they qualify for an increase based on their experience and performance on the job.

5. The employee affected by a layoff shall have the right to Union representation during any discussions affecting their layoff.
6. Upon the employee being notified of their layoff, the employee will be allowed five (5) working days to indicate their decision on bumping into another classification.

LETTER OF UNDERSTANDING

BETWEEN:

FEDERATED CO-OPERATIVES LIMITED

AND:

UNITED FOOD AND COMMERCIAL WORKERS LOCAL 649

PART-TIME BENEFITS QUALIFIER

Whereas the parties have agreed to change the part-time benefits qualifier for full-time benefits to maintaining an average of twenty-four (24) hours or more per week in any thirteen (13) consecutive week period;

As a result, the parties agree as follows:

- 1. Any part-time employee who is currently averaging twenty-two and one-half (22 1/2) hours or more per week in a thirteen (13) consecutive week period as of October 28, 2016 will qualify for full-time benefits without pro-ration of premiums, and will continue to qualify for Pressing Emergency/Funeral Leave as per Article 16.3.**

- 2. This agreement will terminate if the employee:**
 - a. Does not maintain an average of twenty-two and one-half (22 1/2) hours or more per week in any thirteen (13) consecutive week period;**
 - b. Leaves the employ of the Co-operative;**
 - c. Accepts another posted position within the Co-operative;**
 - d. Agrees to work an average of twenty-four (24) hours or more on a permanent basis.**

