

This Agreement entered into this 20<sup>th</sup> day of July, 2022.

BETWEEN: CLEAN-BRITE (RMT HOLDINGS LTD.)

OF THE FIRST PART

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

OF THE SECOND PART

---

**A G R E E M E N T**

---



Expiry Date: June 30, 2025

# INDEX

|                            |  |    |
|----------------------------|--|----|
| Article 1                  | - Purpose.....   | 1  |
| Article 2                  | - Scope.....   | 1  |
| Article 3                  | - Recognition.....                                     | 1  |
| Article 4                  | - Management Rights.....                               | 2  |
| Article 5                  | - Union Security.....                                  | 2  |
| Article 6                  | - Dues Check-Off.....                                  | 2  |
| Article 7                  | - Seniority.....                                       | 3  |
| Article 8                  | - Hours of Work.....                                   | 3  |
| Article 9                  | - Meal Breaks and Rest Periods.....                    | 4  |
| Article 10                 | - Overtime Rates of Pay.....                           | 4  |
| Article 11                 | - Wage Rates and Job Classifications.....              | 5  |
| Article 12                 | - Promotions and Vacancies.....                        | 5  |
| Article 13                 | - Employment Equity.....                               | 6  |
| Article 14                 | - Lay-Offs.....  | 6  |
| Article 15                 | - Grievance and Arbitration Procedure.....             | 7  |
| Article 16                 | - Paid Statutory Holidays.....                         | 8  |
| Article 17                 | - Annual Vacations.....                                | 9  |
| Article 18                 | - Leave of Absence.....                                | 10 |
| Article 19                 | - Jury and Witness Duty.....                           | 11 |
| Article 20                 | - Union Representative Visits.....                     | 12 |
| Article 21                 | - Notice Boards.....                                   | 12 |
| Article 22                 | - Safety and Health.....                               | 12 |
| Article 23                 | - Discrimination and Harassment.....                   | 12 |
| Article 24                 | - Training.....  | 13 |
| Article 25                 | - Benefits.....  | 13 |
| Article 26                 | - General.....   | 14 |
| Article 27                 | - Uniforms.....  | 15 |
| Article 28                 | - Call Back.....                                       | 15 |
| Article 29                 | - Premium Pay.....                                     | 15 |
| Article 30                 | - Duration of Agreement.....                           | 16 |
| Appendix "A"               | - Job Classifications and Wage Rates.....              | 17 |
| Letter of Understanding #1 | - Pay Administration for Employees on Union Leave..... | 18 |

This Agreement is entered into this 20<sup>th</sup> day of July 2022.

BETWEEN: Clean-Brite (RMT Holdings Ltd.)

OF THE FIRST PART

AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union, Local 455,  
hereinafter referred to as the "Union"

OF THE SECOND PART

ARTICLE 1 - PURPOSE

- 1.01 The parties 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 any other working conditions affecting the employees covered by this Agreement.
- 1.02 It is a further purpose to promote the efficient operations and harmonious relations between the Employer and the Union.

ARTICLE 2 - SCOPE

- 2.01 This Agreement shall cover all employees who work for Clean-Brite (RMT Holdings Ltd.) working at Casino Moose Jaw, in or in connection with its places of business, in Moose Jaw except the President and Bookkeeper.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its designated bargaining representatives on all matters relating to rates of pay, hours of work, and other working conditions affecting the employees covered by this Agreement.
- 3.02 All work within the bargaining unit shall be performed only by bargaining unit employees and no one from outside the scope of the Union shall perform any bargaining unit work except in case of an emergency or unforeseen circumstances.
- 3.03 The Union recognizes the responsibility of its members to perform faithfully and diligently their respective duties for the Employer as reasonably set forth by the Employer and subject to the provisions of the Collective Agreement.
- 3.04 The Employer shall not enter into any written or verbal agreement with any employee, which may conflict with the terms of this Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 All the functions, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 4.02 The Employer shall exercise its rights in a manner that is fair, reasonable and consistent with the terms and conditions of this Agreement.

ARTICLE 5 – UNION SECURITY

- 5.01 Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of employment. Every new employee whose employment commences hereafter shall make application to the Union within ten (10) days of the date of employment and shall become a member of the Union within thirty (30) days of the date of employment.
- 5.02 Negotiation of grievances or disputes shall be dealt with during working hours, and no employee or employee's representative of the Union employed by the Employer will suffer loss of pay by reason of time spent on discussion and investigation of grievances or disputes with the Employer.

ARTICLE 6 – DUES CHECK-OFF

- 6.01 The Employer agrees to deduct out of the wages due to each employee the dues, assessments and initiation fees uniformly levied on all employees. Deductions made in each month shall be forwarded to the person designated by the Union before the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions were made. Remittances are to be supported by information with respect to each individual employee, including the period covered by the remittance for that employee.
- 6.02 The Employer shall furnish the Union, along with each remittance, a written list of:
  - (a) Names, addresses, telephone numbers, job title and wage of all employees from whom deductions have been made. Employees are responsible for provision and currency of information.
  - (b) Names, addresses, telephone numbers, job title and effective dates of all employees who have been terminated or been hired.
  - (c) Names and new job titles of any employee who has changed job titles since the last remittance.
- 6.03 Union dues deductions, deducted from the Company payroll during the calendar year, shall be included on the T-4 income tax slips that are provided by the Employer.

6.04 The Employer shall request new employees to complete the Union's application card and dues check-off authorization on their first day of employment.

#### ARTICLE 7 - SENIORITY

7.01 Seniority date shall be based on the date which employment commenced with the Employer.

7.02 All new employees shall be on probation for one hundred and seventy-five (175) hours. After completion of the probationary period, the employee shall be placed on the seniority list and seniority shall be calculated retroactively to the date of commencement of employment. During the probationary period employees will be advised of expectations and shortcomings in order to correct deficiencies.

7.03 When two or more employees commence work on the same day, the procedure for establishing their relative seniority shall be as follows:

- (a) the employee who commenced work at the earliest hour of the day shall be senior;
- (b) all other things being equal, they should be placed on the seniority list as mutually agreed upon by the Union and the Employer.

7.04 Seniority and all service benefits shall be maintained and continue to accrue unless an employee:

- (a) resigns from the service of the Employer;
- (b) is discharged for just cause and is not reinstated;
- (c) is not recalled within a twelve (12) month period from date of lay-off;
- (d) appointment date will be adjusted forward for the lengths of all leaves granted under Article 18.06 except those that are granted for education upgrading and training which provides instruction that is related to the employee's employment opportunities with the Employer.

7.05 Seniority shall be administered on a bargaining unit wide basis unless otherwise specified in this Agreement.

7.06 The Employer shall prepare a seniority list annually by January 15<sup>th</sup> showing each employee's seniority date. The list shall be posted on the Union bulletin board.

#### ARTICLE 8 – HOURS OF WORK

8.01 The Employer will schedule hours in a manner that allows senior employees to maximize their daily and weekly hours without the payment of overtime.

8.02 The Employer will post a schedule containing all individual schedules with current employees retaining their current schedules. The schedule will, except when mutually agreed, only be altered with four (4) weeks notice.

8.03

- (a) Any increased part-time hours shall be assigned on the basis of seniority and availability, without a payment of overtime. Employees shall be scheduled or called in for a minimum of three (3) hours pay at their regular hourly rate. Whenever possible, these hours will be posted at least one week in advance.
- (b) Employees shall receive a minimum of four (4) hours' notice of the cancellation of a scheduled shift.

8.04 With prior approval of the Employer, employees shall be allowed to switch shifts and to have time off from work on short notice.

8.05 Employees who work full-time on a regular and reoccurring basis shall have two (2) consecutive days of rest per week and shall not be scheduled for more than five (5) consecutive shifts. Full-time employees shall receive overtime at the rate of one and one-half (1½ x) times for all hours worked on their days of rest.

8.06 Employees shall be called in, in order of seniority within the job title, providing they are declared available for the shift.

8.07 Should the Employer increase or decrease its hours of operation, the parties agree to discuss the impact this may have on the Employer and employees.

#### ARTICLE 9 – MEAL BREAKS AND REST PERIODS

9.01 Employees shall be entitled to one (1) fifteen (15) minute paid rest period within each three (3) hours of work. The Employer shall consult with employees in the fixing of breaks and will take into account the flow of work assignments and business demands.

9.02 Every employee scheduled to work six (6) hours or more shall be entitled to an unpaid meal break of thirty (30) minutes.

9.03 Employees shall be permitted to purchase food items from the Lounge at Casino Moose Jaw at staff prices.

#### ARTICLE 10 – OVERTIME RATES OF PAY

10.01 All overtime shall be voluntary and only worked after authorization by the Employer.

10.02 Employees shall be assigned overtime in order of seniority amongst the employees on duty when overtime is requested during a scheduled shift. Should the Employer be unable to fill overtime requirements from employees on duty, employees shall be called in for overtime based on seniority and availability.

10.03 Overtime shall be payable at the rate of time and one-half (1½) after a scheduled shift or eight (8) hours in a day or forty (40) hours in a week.

- 10.04 Any employee who is called in for overtime that is not consecutive with his/her regular hours of work shall be paid a minimum of three (3) hours at overtime rates of pay.
- 10.05 Employees working overtime on a statutory holiday as defined in Article 16.01 shall be paid at the rate equal to one and one-half (1½) the employee's hourly rate of pay.

ARTICLE 11 – WAGE RATES AND JOB CLASSIFICATIONS

- 11.01 Job titles and minimum hourly wage rates for all employees covered by this Agreement shall be set out in Appendix "A" attached hereto which shall form a part of this Agreement.
- 11.02 Employees shall be paid monthly and receive their pay cheques no later than 9:00 a.m. of the second (2<sup>nd</sup>) day of the month. Employees may request a payroll advance for the fifteenth (15<sup>th</sup>) of the month. Requests for advances shall be received by the Employer no later than twenty-four (24) hours prior to the 15<sup>th</sup>. The Employer shall not introduce new methods of paying employees without prior negotiations and agreement with the Union.
- 11.03 An employee who may be required to temporarily fill a position covered by this Agreement paying a lower wage rate shall not have his/her wage rate reduced.
- 11.04 An employee temporarily filling a position paying a higher rate of pay shall be paid the rate next higher to their current rate.

ARTICLE 12 – PROMOTIONS AND VACANCIES

- 12.01 All vacancies, new positions or jobs shall be filled on the basis of seniority.
- 12.02 The Employer shall post notices of vacancies or new positions. Such postings shall be placed on bulletin boards and employees shall be allowed seven (7) days to make an application.
- 12.03 The Employer will make an effort to inform all employees on leaves of absence of any postings which are made during their absence.
- 12.04 The Employer may appoint an acting employee until the selection process is completed.
- 12.05 The Employer shall post, as per Article 12.02, all temporary vacancies known in advance to be of thirty (30) days or longer duration.

#### ARTICLE 13 – EMPLOYMENT EQUITY

- 13.01 The Union and the Employer are committed to developing and implementing an Employment Equity plan.
- 13.02 To this end the parties will establish a Joint Union Management Employment Equity Committee (JUMEEC). There will be an equal number of Union and Employer representatives.
- 13.03 Time spent on the JUMEEC by employees shall be considered time worked.
- 13.04 The JUMEEC will have the responsibility of developing an employment equity plan including qualitative measures and strategies to remove barriers as well as for corrective measures to achieve a representative work force.
- 13.05 The JUMEEC will address the representation of the other equity groups parallel to the above process.
- 13.06 No employee shall be laid-off, terminated or have their hours reduced as a result of any decision reached in the JUMEEC.
- 13.07 It is understood that the recommendations of the JUMEEC will be submitted to the parties for agreement prior to presentation to the Saskatchewan Human Rights Commission.

#### ARTICLE 14 – LAY-OFFS

- 14.01 When reducing the work force or recalling employees, the same shall be on the basis of seniority. Where the senior employee possesses sufficient ability to perform the required work, the senior employee shall be entitled to exercise one (1) of the following options:
  - (a) to exercise bumping rights on the basis of his/her seniority;
  - (b) to go on lay-off and be entitled to exercise recall rights;
  - (c) to go on lay-off and be available on a call-in basis.
- 14.02 When recalling an employee who has been laid-off, the Employer shall attempt to notify the employee by phone. If contact cannot be made by telephone, the Employer shall notify the employee by registered letter addressed to that employee's last known address. Nothing in this Article shall preclude the Employer from filling a vacancy temporarily while waiting for a response to a registered letter. If an employee does not respond within one (1) week, the Employer shall automatically move to the next senior employee.
- 14.03 Where an employee has been in the continuous service of the Employer for at least three (3) consecutive months, the Employer shall not lay-off the employee without giving the employee at least the following notice or pay in lieu thereof:
  - (a) one (1) week's written notice where his/her period of employment is more than three (3) months but less than one (1) year;



- (b) two (2) weeks written notice where his/her period of employment is one (1) year or more but less than three (3) years;
- (c) four (4) weeks written notice where his/her period of employment is three (3) years or more but less than five (5) years;
- (d) six (6) weeks written notice where his/her period of employment is five (5) years or more but less than ten (10) years;
- (e) eight (8) weeks written notice where his/her period of employment is ten (10) years or more.

14.04 New employees shall not be hired until those laid-off have been given an opportunity to be re-called.

14.05 The Employer shall make every effort to restore hours of work, by seniority, to employees who have had their hours reduced before the hiring of new employees.

#### ARTICLE 15 – GRIEVANCE AND ARBITRATION PROCEDURE

15.01 A grievance is any complaint or any dispute relating to the terms and conditions of employment submitted by the Union within thirty (30) days of the incident or alleged infraction.

The Employer and the Union agree that it is most desirable to resolve complaints and disputes through discussions between the employee and the Employer so as to resolve differences quickly and directly without having to refer to the following formal process.

Step 1: The grievance shall be taken up with the President. The President shall render a written decision to the Union within seven (7) days.

Step 2: Failing resolution at Step 1, the Union with agreement of the Employer, may advance the grievance to grievance mediation provided by the Department of Labour, Government of Saskatchewan within seven (7) days of the response at Step 1, excluding Saturdays, Sundays and paid holidays. Both parties to this Agreement agree to meet with the assigned conciliation officer to resolve the grievance.

Step 3: Grievances not resolved in Step 2 may be submitted to arbitration.

Step 4: Within seven (7) days the parties shall appoint their members for the Board of Arbitration. Within a further seven (7) days the nominees shall appoint a Chairperson of the Board of Arbitration. In the event that the parties are unable to agree on a Chair, the Minister of Labour of the Province of Saskatchewan shall be requested to make an appointment.

*Note:* The time limits in the preceding process may be extended by mutual agreement between the parties provided that the requests for extensions are made prior to the expiry of the time limit.

Employees may have the benefit of representation by Union officials at any step of the grievance procedure.

- 15.02 Employees will be advised of their right to have a Union official present when any discipline is to be administered. Any disciplinary document placed on an employee's file shall be copied and forwarded to the Union. Employees shall have access to their file upon request.
- 15.03 The Employer must give one (1) day notice prior to any written discipline being administered to any employee.
- 15.04 Disciplinary documents shall be removed from an employee's file after a period of one (1) year providing there are no other disciplinary documents placed on the file within that one (1) year period.
- 15.05 The Arbitration Board shall have the power to receive and accept evidence and information on oath, affidavit or otherwise as in its discretion it considers proper.
- 15.06 The Board of Arbitration in reaching its decision shall be governed by the provisions of this Agreement and shall not have the authority to change, alter, modify, amend or delete any of its provisions. 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.
- 15.07 Each party shall pay the fees and expenses of its nominee to a Board of Arbitration. Each party shall pay one-half (50%) of the fees and expenses of the Chairperson of the Board of Arbitration.
- 15.08 Nothing herein shall prohibit the parties from agreeing to a single Arbitrator. If so, then the Articles pertaining to an Arbitration Board shall apply to the sole Arbitrator.
- 15.09 If the Arbitrator or Board of Arbitration finds that an employee has been unfairly and/or unjustly discharged or otherwise disciplined by the Employer, the Arbitrator or Board of Arbitration may substitute such other penalty as seems just and reasonable in the circumstances.
- 15.10 When the Board of Arbitration has been formed in accordance with this Article, it shall meet and hear evidence of both sides as soon as is practicable and render a decision within thirty (30) days after it has completed its hearing. The time limit may be extended by mutual agreement between the parties provided that the request for extension is made prior to the expiry of the time limit.

#### ARTICLE 16 – PAID STATUTORY HOLIDAYS

- 16.01 The following days shall be considered paid holidays;  
  
New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.
- 16.02 In addition to those days set forth in Article 16.01, any other day proclaimed as a statutory holiday by Federal or Provincial governments shall be deemed to be a paid holiday for the purpose of this Agreement. Should a statutory holiday fall on a regularly scheduled day off, employees shall elect payment as per this Agreement.

- 16.03 In each pay period the Employer will pay each non-full-time employee an amount equal to 4.23% of his/her salary for that period.
- 16.04 Full-time employees shall be paid their regular hourly rate of pay for designated holidays.
- 16.05 Should an employee perform work on any of the statutory holidays in Articles 16.01 or 16.02, he/she shall, in addition to receiving his/her holiday pay as per Articles 16.03 or 16.04, be paid one and one-half times (1½ x) his/her regular rate for all hours worked on the day.
- 16.06 Employees with one (1) year of service will be allowed one (1) floating holiday to be taken in the calendar year that the employee becomes eligible and each calendar year thereafter.

#### ARTICLE 17 – ANNUAL VACATIONS

- 17.01 Employees shall be entitled to earn vacation pay as follows:
- (a) less than **seven (7)** years of service, 3/52 of gross earnings;
  - (b) after **seven (7)** years of service up to and including the completing of **thirteen (13)** years of service, 4/52 of gross earnings;
  - (c) after **thirteen (13)** years of service up to and including **twenty (20)** years of service, 5/52 of gross earnings;
  - (d) after **twenty (20)** years of service, 6/52 of gross earnings.
- 17.02 Employees shall be entitled to annual vacation leave as follows:
- (a) less than **seven (7)** years of service, an annual leave of three (3) weeks;
  - (b) after **seven (7)** years of service up to and including the completion of **thirteen (13)** years of service, an annual leave of four (4) weeks;
  - (c) after **thirteen (13)** years of service up to and including **twenty (20)** years of service, an annual leave of five (5) weeks;
  - (d) after **twenty (20)** years of service, an annual leave of six (6) weeks.
- 17.03 Employees who become ill or require compassionate leave during their vacation period shall be credited with extra vacation time equivalent to the time used by supplying appropriate evidence of such need.
- 17.04 When a holiday as outlined in Article 16 occurs during an employee's vacation period, the Employer shall grant an extra day consecutive with the employee's regular vacation. Payments shall be in accordance with payments under Article 16.
- 17.05 Vacation schedule forms shall be posted by April 1 of each year. Employees shall indicate their preference by April 15 and the Employer shall approve the schedule by May 1. In case of conflict, the senior employee(s) will be given priority over junior employee(s).

- 17.06 When employment of an employee terminates, the Employer shall pay, in addition to all other amounts due the employee, all vacation pay earned but not received.
- 17.07 Vacation pay will be paid to all employees on each pay cheque through the regular payroll process or, if requested by the employee, the Employer will bank vacation pay for payouts at a time or times as directed by the employee.
- 17.08 Where an employee has not used all of his/her vacation leave with pay, the employee shall be entitled to carry over up to fifteen (15) days to the following fiscal year. Carry over beyond fifteen (15) days shall be by mutual consent.

#### ARTICLE 18 – LEAVE OF ABSENCE

##### 18.01

- (a) The Employer agrees to grant necessary time off without pay and without discrimination to not more than one (1) employee designated by the Union for a maximum of one (1) year, or longer if mutually agreed, to serve in any capacity on official Union business provided that notification is given to the Employer in sufficient time to secure a relief person for the job involved.
- (b) If an employee is elected or appointed as an official delegate to attend conventions or business meetings in connection with the affairs of the Union, he/she shall, upon giving the Employer at least fourteen (14) days notice, be granted such leave of absence without pay as may be necessary to enable him/her to attend such meetings or conventions. Such leave shall be granted to a maximum of two (2) employees for up to five (5) days on any one occasion.
- (c) Upon forty-eight (48) hours notice, elected Union representatives shall be granted time off without pay to attend to Union business. This leave shall not be unreasonably withheld. The forty-eight (48) hour notice requirement may be waived in emergent circumstances.

##### 18.02 Maternity Leave

A pregnant employee shall qualify for maternity leave upon completion of **the required number of insurable hours of** service in the previous fifty-two (52) weeks.

- (a) Upon request **and presenting a medical certificate the employees shall be entitled to maternity leave, without pay and without loss of seniority, as defined by the Saskatchewan Employment Act and Employment Insurance benefits**
- (b) On return from maternity leave, the employee shall return to her former position.
- (c) Where an employee has been granted maternity leave but is unable to return to work at the expiry of her leave due to medical reasons, she shall be granted a further period of leave that is requested by her.

### 18.03 Parental / Adoption Leave

Upon the completion of **the required number of insurable hours** of service within the previous fifty-two (52) weeks, **employees shall be entitled to parental / adoption leave, without pay and without loss of seniority, as defined by the Saskatchewan Employment Act and Employment Insurance benefits.**

- (a) Parental / **adoption** leave shall commence upon the birth or adoption of a child.
- (b) Employees shall notify the Employer two (2) weeks in advance of their return.
- (c) On return from parental / **adoption** leave, the employee shall return to their former position.

### 18.04 Compassionate Leave

Compassionate leave of absence with pay of up to two (2) days shall be granted (if the employee is scheduled to work) to an employee in case of death or imminent death of family members. Immediate family shall mean spouse (including common-law and same sex partners), children, parent, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, grandchild, grandparent, and any relative permanently residing in the employee's household or with whom the employee resides. Further leave of up to four (4) days without pay may be granted on a case by case basis.

Compassionate leave may be taken by the employee at one or more of the following times:

- (a) during the period of imminent death;
- (b) immediately following the date of death;
- (c) within a period of thirteen (13) months from the date of death for the purpose of attending a religious or traditional ceremony or event related to the death.

### 18.05 Other Leaves

Once an employee has passed probation he/she may be granted leave of absence without pay for education upgrading or training or for other reasons.

## ARTICLE 19 – JURY AND WITNESS PAY

- 19.01 Employees summoned to jury duty, a sentencing circle or subpoenaed as a witness for the Crown shall be paid wages amounting to the difference between the amount paid them for jury or witness services and the amount they would have earned had they been scheduled to work on such days. It is agreed that the obligation to pay the wage difference shall not exceed thirty (30) days in any one (1) calendar year. Upon receipt, employees are to provide copies of summons and subpoenas to the Employer to be eligible for this clause.

#### ARTICLE 20 – UNION REPRESENTATIVE VISITS

- 20.01 Subject to operational considerations, an authorized representative or executive officer of the Union shall be permitted to attend the workplace at any time for purposes of dealing with Union matters after notifying the Employer.

#### ARTICLE 21 – NOTICE BOARDS

- 21.01 The Employer agrees to provide notice boards in an accessible place. This space will be for the exclusive use of the Union.

#### ARTICLE 22 – SAFETY AND HEALTH

- 22.01 The Employer shall provide for the safety and health of its employees.
- 22.02 The Employer shall provide a suitable number of first aid kits properly supplied throughout the workplace.
- 22.03 The parties agree to set up a joint Occupational Health and Safety Committee in compliance with the Occupational Health and Safety Act. Recommendations of the Committee shall be referred to the Employer for action.
- 22.04 The Occupational Health and Safety Co-chairs shall be made aware of all reports of injury, accident or possible hazards and shall be allowed time to investigate such matters during regular working hours.
- 22.05 All employees shall have the right to refuse to do work that they believe could be hazardous to their health and the Employer shall not discriminate against such employee in any way.
- 22.06 The Employer shall provide all special safety equipment and clothing required by any federal or provincial legislation for employees to carry out their duties.
- 22.07 The Employer shall replace an employee's clothing that is destroyed during the normal performance of his/her duties. This does not include clothing that is destroyed as a result of normal wear and tear over a period of time.
- 22.08 The Occupational Health and Safety Committee shall exhaust their procedures before any matter is referred to the Employer and the Union for negotiation or before the matter is dealt with under the grievance procedure.

#### ARTICLE 23 – DISCRIMINATION AND HARASSMENT

- 23.01 It is acknowledged by the parties hereto that the Employer and Union do not condone discrimination or harassment in the workplace.
- 23.02 The Employer shall not discriminate against any employee by reason of his/her race, creed, religion, colour, sex, family status, age, sexual orientation, physical or mental disability, physical

appearance, ethnic background, nationality, ancestry, place of origin, criminal charges or criminal record, receipt of public assistance, political beliefs or Union activity.

23.03 The Employer recognizes their obligation to provide a workplace free of harassment and agrees to work along with the Union in promoting and educating employees.

23.04 The Union and the Employer do not condone harassment. Harassment is behavior that may be verbal, physical, deliberate, unsolicited or unwelcome; it may be one incident or a series of incidents. Harassment may include, but is not limited to:

- verbal abuse
- unwelcome remarks
- jokes
- innuendoes or taunting
- display of pornographic pictures
- unwelcome invitations or requests
- demands for sexual favours
- indications that favours are a condition of employment or advancement in employment
- leering or other gestures or unnecessary physical contact
- physical assault such as deliberate touching, grabbing or pushing of any person by any person.

23.05 Under no circumstances will the name of the complainant or the circumstances related to the complaint be disclosed to any person except where it is necessary for the purposes of investigation or the taking of relevant disciplinary measures.

#### ARTICLE 24 - TRAINING

24.01 Where employees are assigned to train new employees by the Employer, assigned employees shall receive a one dollar (\$1.00) per hour premium for all hours worked during the training period. Assigned employees shall give progress reports as requested.

#### ARTICLE 25 - BENEFITS

25.01 Sick Leave

- (a) Employees shall accrue sick leave credits based on two and sixty-six one-hundredths (2.66) hours for each full month (160 hours or more) of employment or a pro-rated amount for partial months worked.
- (b) Employees absent from work due to illness shall be paid by deduction from their sick leave credit accumulation to the extent earned.
- (c) Employees absent from work because of illness shall inform the Employer prior to their shift commencing. Wherever possible, notice shall be a minimum of one (1) hour before the scheduled start time.

- (d) Employees who do not use paid sick leave in any given month shall be credited with an extra one and thirty-third one-hundredths (1.33) hours of paid sick leave for that month.

25.02 The Employer will provide the following benefit:

Dental Plan - the Employer agrees to contribute premiums to the RWDSU Dental Plan as follows:

- Effective July 1, **2022- forty-two** cents (.42) for all regular hours worked for which pay is received, exclusive of overtime.
- Effective July 1, **2023- forty-three** cents (.43) for all regular hours worked for which pay is received, exclusive of overtime.
- Effective July 1, **2024- forty-four** cents (.44) for all regular hours worked for which pay is received, exclusive of overtime.

The Union agrees to save the Employer harmless of any liability that may arise through the administration of the Plan.

The Union will provide the Employer with an audited statement of the Plan annually.

### 25.03 Vision Care

- (a) **The employer shall reimburse up to one hundred (\$100.00) dollars for an eye exam once every two (2) years. The employee shall provide the employer a receipt or copy of a receipt of service rendered.**
- (b) **The employer shall reimburse up to one hundred (\$100.00) dollars for corrective eye wear once every two (2) years. The employee shall provide the employer a receipt or copy of a receipt of service rendered.**

## ARTICLE 26 - GENERAL

26.01 All staff meetings called by the Employer shall be on the Employer's time.

26.02 Employees shall be allowed access to phones to make personal local calls at no cost during breaks.

26.03 The Employer shall pay for the cost of security checks and security access cards for each employee. The cost of replacement cards shall be borne by the employee.

26.04 The Employer shall pay all cost associated with the printing of new Collective Agreements and agrees to supply each employee with a copy.

26.05 An employee required or permitted to finish work between the hours of twelve-thirty o'clock in the morning (12:30 a.m.) and seven o'clock in the morning (7:00 a.m.) in the morning local time, shall be provided with free transportation to their place of residence.

26.06 For the duration of this Agreement, the Employer agrees to pay a **two hundred dollar (\$200.00)** footwear and pants bonus to all employees who work a minimum of fifteen hundred (1500)



hours per year and have minimum of one (1) full year of service. **Effective 2023, employees who qualify for the above amounts shall be paid at the beginning of July and each subsequent year.**

ARTICLE 27 - UNIFORMS

- 27.01 As long as the Employer requires employees to wear uniforms while at work, the Employer will provide said uniforms at no cost to the employees.
- 27.02 When an employee resigns or is discharged from the service of the Employer, all uniforms and accessories that were issued to the employee shall be returned in reasonable condition to the Employer.

ARTICLE 28 – CALL BACK

- 28.01 If an employee is called back to work on a designated holiday or on the employee’s day of rest or after leaving the workplace subsequent to a normal work day, the employee will be paid a minimum of three (3) hours at the overtime rates in accordance with Article 10 - Overtime Rates of Pay.

ARTICLE 29 – PREMIUM PAY

- 29.01 A rate of **one dollar (\$1.00)** per hour shall be paid for all hours worked after midnight and before 7:00 a.m.

ARTICLE 30 – DURATION OF AGREEMENT

This Agreement shall be effective from the 1<sup>st</sup> day of July, **2022** and shall remain in force until the 30<sup>th</sup> day of June, **2025** and thereafter from year to year, however either party may, not less than sixty (60) days or more than one hundred and twenty (120) days before the expiry date of this Agreement, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

SIGNED on this the 20<sup>th</sup> day of July 2022.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

*“Ken Morrison”*

*“Roy Tkachuk”*

*“Brent Roemer”*

*“Guy Rein”*

**APPENDIX "A"**

Effective July 1, 2022

| <u>Classification</u> | <u>Start Rate</u> | <u>After 175 Hours</u> | <u>After 12 Months</u> |
|-----------------------|-------------------|------------------------|------------------------|
| Cleaner               | \$14.91           | \$15.85                | \$17.30                |

Effective July 1, 2023

| <u>Classification</u> | <u>Start Rate</u> | <u>After 175 Hours</u> | <u>After 12 Months</u> |
|-----------------------|-------------------|------------------------|------------------------|
| Cleaner               | \$15.36           | \$16.33                | \$17.82                |

Effective July 1, 2024

| <u>Classification</u> | <u>Start Rate</u> | <u>After 175 Hours</u> | <u>After 12 Months</u> |
|-----------------------|-------------------|------------------------|------------------------|
| Cleaner               | \$15.82           | \$16.82                | \$18.35                |

**LETTER OF UNDERSTANDING #1**

BETWEEN: Clean-Brite (RMT Holdings Ltd.), hereinafter referred to as the "Employer"

AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store  
Union, Local 455, hereinafter referred to as the "Union"

Re: Pay Administration for Employees on Union Leave

The following provisions shall apply to approved leave of absence with pay for Union business:

1. Provided the employee was scheduled to work during the leave, the Employer will provide the regular earnings and make all normal deductions during such leave.
2. The Union will reimburse the Employer for the full cost of such earnings.
3. The amount owing the Employer will be invoiced to the Union on a monthly basis to the Union. The Union will reimburse the Employer within thirty (30) days of receiving the invoice.

Signed this 20<sup>th</sup> day of July 2022.

SIGNED ON BEHALF OF THE UNION:      SIGNED ON BEHALF OF THE EMPLOYER:

*"Ken Morrison"*

*"Roy Tkachuk"*

*"Brent Roemer"*

*"Guy Rein"*