

S & O Cleaners

**May 1, 2019 to
July 31, 2020**

COLLECTIVE AGREEMENT

SGEU

Saskatchewan Government and General Employees' Union

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

S & O CLEANERS

AND

**SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 1583**

MAY 1, 2019 TO JULY 31, 2020

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 24 day of October, 2019**

between

**S & O CLEANERS
hereinafter referred to as "the Employer"**

PARTY OF THE FIRST PART

and

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
hereinafter referred to as "the Union"**

PARTY OF THE SECOND PART

ARTICLE 1 PURPOSE

The parties to this agreement recognize that the guiding philosophical principles and goals of S & O Cleaners and its employees are:

- a) To respect the humanity, dignity and equality of all individuals regardless of gender, race, colour, ethnic origins or beliefs;
- b) To recognize the uniqueness and richness which exists within all ethnic/cultural groups and to foster greater awareness and pride in the individual's heritage in a multi-cultural environment;
- c) Provide services that are efficient, respectful and safe,
- d) Jointly operate in a manner that is economical and promotes the morale, well-being and security of all employees in the bargaining unit,
- e) Recognize the mutual value of joint discussions and negotiations in matters pertaining to the working conditions, the working environment and the continuous improvement of service to the clients.
- f) To support the principle of a collective working atmosphere of S & O Cleaners.
- g) To maintain a non-adversarial spirit in relations between Union Employees and the Employer.
- h) To promote co-operation and understanding between the Employer and Employees.

- i) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages.
- j) To encourage efficiency and safety in operations.
- k) To provide a high quality of service to the clients.

It is on these principles that the Parties to this Agreement do hereby enter into, establish and agree to the following terms:

ARTICLE 2 DEFINITIONS

In the Agreement, unless the context otherwise requires, the expression:

- 2.1 Labour Relations Officer (LRO) means an employee of SGEU who provides labour representation to all members of SGEU.
- 2.2 Bargaining Unit means all employees as defined under Article 3 Scope in the Collective Agreement.
- 2.3 Employee or Employees means a person to which the terms of this Agreement apply as indicated in Article 3.
- 2.4 Full-time position means a position with a regular schedule, based on 40 hours per week.
- 2.5 Immediate family means a child, spouse, partner, parent, mother-in-law, father-in-law, sibling, grandparent or an individual who has fulfilled one of these roles.
- 2.6 Part-time position means a position with regular scheduled hours but less than full-time on a weekly basis.
- 2.7 Pay Plan means the scale of wages as contained in Appendix A.
- 2.8 Temporary position means a full or part-time position required for a temporary period of time with a start and stop date of 12 calendar months or less.
- 2.9 Union means the Saskatchewan Government and General Employees' Union (SGEU) representing the Employees of S & O Cleaners, Saskatchewan Polytechnic Regina Campus.
- 2.10 The Parties means the parties to this Agreement (the Employer and the Union).
- 2.11 The employer means owners of S & O Cleaners.

2.12 The managers means owners of S & O Cleaners.

ARTICLE 3 SCOPE

3.1 This agreement shall apply to all employees of S & O Cleaners, Saskatchewan Polytechnic Regina Campus, the Bargaining Unit, except for the following:

- a) Managers
- b) Supervisor

3.2 Any position the Employer is seeking exclusion from the bargaining unit, the Union shall review and approve exclusion on the criteria as set out in *The Saskatchewan Employment Act* prior to any posting of the position.

ARTICLE 4 MANAGEMENT RIGHTS

The Union acknowledges that it is the right of the Employer to manage the operation and workforce in all respects unless specifically limited by the terms of this Agreement, in a manner that is fair, reasonable, and consistent with the terms of this Agreement.

ARTICLE 5 UNION SECURITY

5.1 Recognition

The Employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees except as excluded in Article 3. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the Employees and the Employer on any difference that may arise between them.

No employee or group of employees shall undertake to represent the Union at meetings with the Employer's representative without the proper authorization of the Union. The Union will supply the Employer's representative with the name of its officers and/or Union Bargaining Committee with a list of personnel with whom the Union may be required to transact business.

5.2 Union Membership

- a) Every employee who is now or later becomes a member of the Union shall maintain membership in the Union as a condition of the Employee's employment.

- b) Every new employee shall, within 30 days after the commencement of the Employee's employment, apply for and maintain membership in the union, and maintain membership in the Union as a condition of the Employee's employment.
- c) Notwithstanding paragraphs a) and b), any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of the Employee's employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

5.3

Union Dues

- a) The Employer shall, on behalf of the Union, deduct from the Employee's pay all initiation fees, dues, assessments and levies. The Employer shall remit the deductions to the Union at the conclusion of each pay period.
- b) The Employer shall provide with the dues submission the name, classification, employment status, hourly wage, and address of each employees.
- c) The Employer shall provide the information electronically.

5.4

New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Membership and Dues.

A representative of the Union Committee shall be given a reasonable period of time during working hours to acquaint new members with the benefits and duties of union membership and the requirement to sign the Union Membership Registration Form.

5.5

Changes to Personal Information

All employees are required to keep the Employer informed of personal changes pertinent to their employment, such as changes in address, phone number, dependents, marital status, and name.

5.6

Employer Shall Notify Union

The Employer agrees that any reports or recommendations dealing with matters of policy which relate to conditions of employment and which affect employees within this bargaining unit shall be communicated to the Union as far in advance as possible.

5.7

Alternate Arrangements

- a) The Employer agrees that all work or services performed by the bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non-bargaining unit employees, except where mutually agreed by the parties.
- b) When alternate arrangements are deemed necessary the parties shall agree to the following:
 - i) A detailed job description developed or parameters set and not be deviated from unless considered essential by both parties
 - ii) The wages
 - iii) The timeframe for such work shall be for no longer than 1 week, unless, following a review of both parties it is deemed essential.

5.8

Non Discrimination

There shall be no discrimination by reason of age, gender identity, political activity, religious affiliation, marital status, race, cultural background, sexual orientation, creed, colour, family status, disability, physical size or weight, ancestry, place of origin, receipt of public assistance nor by reason of membership or activity in the Union.

5.9

Harassment and Bullying

The Union and the Employer have a shared interest in: preventing harassment and bullying in the work place promoting a safe, abuse-free working environment, and upholding the philosophy of zero tolerance with respect to harassment/bullying and discrimination in the workplace.

5.10

Employer Amalgamation

In the event the Employer merges or amalgamates with any other body, S & O Cleaners shall ensure the following are honoured:

- a) Seniority rights
- b) Conditions of employment, including benefits and wage rates for the employees shall be equal to the best provisions in effect with either employer
- c) No employee shall suffer a loss of employment as a result of merger
- d) Location of employment arising from the merger shall be allocated by Employee preference and determined on the basis of seniority.

5.11 **Refusal to Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Any employee not reporting for work as a result of this clause may have those hours deducted in wages.

5.12 **Legal Costs**

The Employer shall pay all costs arising out of law suits or charges in any court against an employee as a result of the performance of the normal duties of their employment for the Employer. The legal advisor shall be mutually agreed upon by the parties to this Agreement, unless a legal advisor is appointed by the Employer's insurer.

ARTICLE 6 UNION BUSINESS

6.1 **Union Representation**

The Bargaining Unit shall have the right at any time to have the assistance of representatives of the Saskatchewan Government and General Employees' Union when dealing or negotiating with the Employer. A representative shall have access to the Employees, during working hours, in order to investigate and assist in settling any grievances.

6.2 **Union Functions**

All employees have the right to participate fully in the affairs of the Union and in all matters which affect the Union, providing that operational requirements of the workplace shall be met. The Employer recognizes that it is also beneficial to encourage that participation and therefore agrees:

- a) That employees shall be granted leave of absence with pay to attend all decision-making Conventions and conferences of the SGEU to which they are delegates.
- b) That the employees elected as Stewards shall be granted leave of absence with pay to attend Union education courses.
- c) That all employees shall receive leave of absence with pay and without loss of seniority and benefits for all other time required to participate in the Union.
- d) The Union shall reimburse the Employer for wages and benefits under (a), (b), (c), or (d), if the Employer replaces the employee on Union leave.

6.3 **Stewards**

The steward(s) shall be elected by the workers in the workplace to see that the provisions of this Agreement are adhered to.

6.4 **Recognition**

The Employer recognizes the steward(s) elected by the bargaining unit.

6.5 **Without Loss of Pay**

The steward(s) shall investigate and process grievances or confer with representatives of the Union during working hours without loss of pay.

6.6 **Names of Stewards**

The Chair of the Bargaining Unit shall notify the Employer in writing of the name of each Steward.

ARTICLE 7 GRIEVANCES

7.1 **Grievance Definitions**

- a) A grievance is defined as any unresolved difference or dispute between the Employer and any employee(s) or the Union pertaining to:
 - i) Any matter covered under the provisions of the Collective Agreement such as: terms of employment, conditions of employment, rates of pay, hours of work, or working conditions of any employee or employees.
 - ii) Any matter involving the interpretation, application, or alleged violation of any provision of the Collective Agreement.
- b) A policy grievance is defined as a dispute involving the interpretation of the Collective Agreement or the application of the Collective Agreement language across the entire membership. A policy grievance may be filed by the Negotiating Committee or the Union.

7.2 **Pre-grievance**

In keeping with Employee and Employer's non-adversarial approach, an earnest effort shall be made by all parties to solve problems before they reach the grievance stage.

7.3 **Initiation of Grievances**

The Union and its representatives shall have the right to initiate a grievance on behalf of an employee, or groups of employees.

7.4

Stewards

- a) A Steward, when requested by the member(s) of the bargaining unit, shall represent the member(s) during all stages of the dispute, including the investigation, preparation and presentation of the grievance in accordance with the Grievance Procedure.
- b) Stewards may investigate disputes and grievances on work time provided they make appropriate arrangements with the Employer. Their absence shall not unreasonably interfere with the operation of the Employer. Approvals shall not be unreasonably withheld.

7.5

Permission to Leave Work

- a) Any employee who feels that they have been aggrieved or any employee with relevant grievance information shall receive permission from the employer to leave work temporarily without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is not possible to leave work immediately due to work requirements other arrangements to deal with the matter on work time shall be made as soon as possible.
- b) A Steward or elected Union Representative shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure. If it is not possible to leave work immediately due to work requirements other arrangements to deal with the matter on work time shall be made as soon as possible.
- c) No employee, Steward, or elected Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.

7.6

Grievance Procedure

Every effort shall be made to resolve problems through dialogue at the local level prior to filing a grievance. Attempts to resolve the dispute shall take place by meeting with the Employer.

Both parties shall be required to provide all relevant information regarding the dispute at each step of the grievance process.

At any stage during the grievance process the time limits may be extended by mutual agreement between the parties.

The grievor(s) and Steward shall receive leave with pay to attend all grievance meetings with the Employer.

It is agreed that any SGEU Labour Relations Officer may assist at any step of the grievance procedure.

a) Step 1 – Filing a Grievance

- i) A grievance shall be submitted in writing by the Steward or SGEU Labour Relations Officer on behalf of the aggrieved to the Employer within 30 calendar days of failure of resolution at the local level.
- ii) After a grievance has proceeded to Step 1, the Employer shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee(s).
- iii) The Employer shall render a decision in writing to the SGEU Labour Relations Officer within 15 calendar days of receipt of the grievance.

b) Step 2 – Meeting

- i) Upon receipt of the written decision from Step 1, should no resolve be obtained, the SGEU Labour Relations Officer within 30 calendar days may request a meeting with the Employer.
- ii) The meeting shall be scheduled within 30 calendar days of the date of the request. Upon mutual agreement of the parties, additional meetings may be arranged.
- iii) The meeting will include the grievor, Steward if available, the SGEU Labour Relations Officer and the Employer.
- iv) Whenever possible the meeting will occur during work hours; neither the grievor, nor the Steward, shall suffer loss of pay.
- v) The meeting will:
 - attempt to ascertain the facts and negotiate a resolution
 - if possible agree to a joint statement of facts
- vi) The SGEU Labour Relations Officer and the Employer may agree in writing to mediate the dispute.
- vii) If settlement is not reached at the Step 2 meeting, the Employer shall render a decision in writing within 15 calendar days of the meeting.
- viii) Upon receipt of the written decision from Step 2, the SGEU Labour Relations Officer shall respond within 30 calendar days.

c) Step 3 – Mediation

Mediation is a process where an impartial third party helps the parties to the grievance discuss a dispute and work toward a solution that is acceptable to the parties. Participation is voluntary.

The parties to the grievance by mutual agreement may engage in mediation to resolve the grievance.

Compensation for leave and expenses of participants, other than those of the grievor and Steward, shall be paid by the party calling them.

i) Selection of a Mediator

- The mediator will be selected by mutual agreement of the parties to the grievance. If agreement cannot be obtained between the parties then either party can apply to the Minister responsible for *The Saskatchewan Employment Act* to have a mediator appointed.
- The fees and expenses of the Mediator and any other common expenses shall be shared equally by both parties.

ii) Role of the Mediator

iii) The role of the mediator is to assist the parties to achieve a mutually acceptable resolution of the grievance.

iv) Rules Applicable to Grievance Mediation

- Any document provided prior to or during the mediation will be returned to the issuing party at the conclusion of the mediation process.
- Settlements reached at mediation will not be considered a precedent or normal practice and will not be raised in support of any future grievance.
- Anything said or done at mediation will not be used against the Employer, Employee, or the Union at any subsequent arbitration.
- At any subsequent arbitration hearing or any hearing on the matter by the Labour Relations Board, the mediator will not be a witness.
- Unless agreed otherwise by both parties, no transcripts or records will be kept by the mediator other than verification the mediation occurred, along with the names of parties in the dispute, the time, the location and whether settlement was achieved.

- Parties to the mediation will have the authority to conclude a settlement at mediation.
- v) Procedure
- The mediator will provide an introduction of the mediation process.
 - If settlement is reached, the terms of the settlement will be put in writing, and signed by the parties.
 - If no agreement is possible, the mediator will verbally set out respective positions, and points of difference.
 - The mediator may shut down the mediation process if it appears settlement is unlikely.

d) Step 4 – Arbitration

Failing satisfactory settlement of the grievance at either Step 2 or Step 3, the matter may be referred to arbitration within 30 calendar days.

i) Selection of an Arbitrator

The Arbitrator will be selected by mutual agreement of the parties to the grievance. If agreement cannot be obtained between the parties, then either party can apply to the Minister responsible for *The Saskatchewan Employment Act* to have an Arbitrator appointed.

ii) Procedure

- The Arbitrator, after consultation with the Parties to the grievance, shall set a time and place of the hearing.
- The Arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall, as much as possible, follow a layperson's procedure and avoid using legalistic or formal procedures.
- No grievance shall be defeated by any formal or technical objection.
- In order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case, the Arbitrator shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance.
- Witnesses shall be paid by the party calling them.

- iii) Decision of the Arbitrator
 - The Arbitrator shall render a decision within 30 days of the end of the hearing.
 - The decision shall be final, binding and enforceable on all parties.
 - The Arbitrator shall not have the power to change the Collective Agreement, or to alter, modify or amend any of its provisions. Subject to the foregoing, the Arbitrator shall have the power to dispose of the grievance by any arrangement the Arbitrator deems just and equitable.
 - Should the parties to the grievance disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision.
- iv) Expenses of the Arbitrator

The fees and expenses of the Arbitrator and any other common expenses shall be shared equally by both parties.

7.7 Special Measures

- a) Nothing in this Article precludes the parties to the grievance from modifying the grievance procedure if another administrative step is required and agreed upon between the Employer and the Union.
- b) Either party may request a meeting for the purpose of resolving the grievance prior to or during the grievance, mediation or arbitration proceedings.

7.8 Failure to Act within Time Limits

Should either party to the grievance fail to adhere to the time limits, the onus is on that party to show the justifiable reason.

7.9 Changes to the Collective Agreement

Any mutually agreed changes to the Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance Procedure.

7.10 Access to Payroll Information

The Employer shall provide to the Union or Steward relevant payroll information when requested in writing and accompanied by signed authorization of the Employee concerned.

ARTICLE 8 DISCIPLINE, SUSPENSION, DISMISSAL

8.1 The Employer shall only suspend or dismiss an Employee for just cause.

8.2 Constructive Coaching

- a) The Employer and the Union recognize the difference between discipline and constructive job coaching. Nothing is intended to restrict the Employer's right to coach.
- b) The Employer may, before initiating or imposing discipline, arrange to meet with the Employee to discuss the Employee's work performance in an effort to resolve the problem. The Employee may have a Steward present. Scheduling a Steward shall not delay the meeting.

8.3 Burden of Proof

In cases of disciplinary action against an employee, proof of just cause shall rest with the Employer.

8.4 Personnel Records

- a) The record of an employee shall not be used at any time after 12 months following a disciplinary action.
- b) An employee may apply to the Employer to have the record of disciplinary action removed from the file after six (6) months from the discipline.
- c) Should an employee be on an extended leave of absence the record of the Employee may remain on file for an additional time equivalent to the leave.
- d) Only documents to which the Employee is informed at time of placing on their file shall be admissible as evidence in any hearing.
- e) Employees shall have the right to have access to review and copy their personnel record during business hours. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure. The eventual resolution thereafter shall become part of the Employee's record.

8.5 **Right to Have a Steward**

An employee shall have the right to have a Steward present at any discussion with the Employer that the Employee believes might be the basis of disciplinary action.

- a) Where the Employer intends to meet with an employee for disciplinary purposes, the Employee shall be notified in writing or by email in advance, the purpose of the meeting, and informed of the right to have a Steward or SGEU Labour Relations Officer present at the meeting. The Employee will be given up to seven (7) working days to arrange union representation and if necessary to schedule at a later date.
- b) The Steward shall have the right to consult with an SGEU Labour Relations Officer and to have the Labour Relations Officer present at any discussion with the Employer.

8.6 **Principles of Progressive Discipline**

Progressive discipline shall be applied in the following order unless an individual or the facility are at immediate risk of harm, at which time the progression through the stages may be overlooked:

- a) Stage 1 - verbal reprimand
- b) Stage 2 - written reprimand
- c) Stage 3 - suspension
- d) Stage 4 – dismissal

8.7 **Serious Misconduct**

The Employer may bypass the procedures of Articles 8.6 a), b), c) and go directly to suspension or dismissal in cases of serious misconduct.

8.8 **Verbal Reprimand**

The Employer will verbally outline to the Employee any reasons for the reprimand, how to correct the work or behaviour, and what will happen if their misconduct continues. There is no official written report of a verbal reprimand.

8.9 **Letter of Reprimand**

- a) If the Employee displays no positive response to the verbal reprimand, the Employer may discipline that Employee by means of a letter of reprimand.

- b) The letter shall become part of the Employee's record (subject to Article 8.4). The Employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. Letters of reprimand shall be forwarded to the Union unless otherwise specified by the Employee.

8.10 **Suspension**

If there is still no positive response to the discipline from the Employee, the Employee may be suspended. Notice of the suspension, date of suspension and the reasons for it shall be given in writing. Unless otherwise specified by the Employee, a copy will be supplied to the SGEU.

8.11 **Dismissal**

- a) No employee shall be dismissed without just cause.
- b) Employees who are dismissed for misconduct will not receive notice or payment in lieu of notice, unless otherwise negotiated between the parties in the settlement of a grievance.

8.12 **Reinstatement of Rights**

An employee who has been unjustly suspended, demoted or dismissed, shall upon reinstatement receive all rights and benefits retroactive to the date of suspension, demotion or dismissal.

8.13 **No Discipline**

No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe. The job or equipment is not to be reassigned until the Occupational Health Committee is satisfied with safety modifications.

ARTICLE 9 SENIORITY

9.1 **Definition**

The seniority of an employee is defined as the number of hours worked exclusive of overtime, from the date of initial employment with the Employer for which the Employee is being paid.

9.2 **Same Date of Hire**

Where a dispute arises concerning the seniority of employees hired on the same day, the Employer shall, in the presence of a Union representative, use the "name draw from the hat" method to determine the order of seniority.

9.3

Seniority Lists

The Employer shall maintain a seniority list of all employees showing the date upon which each employee started working for the Employer and the number of hours worked. The seniority list shall be sent to the Union in April of each year and remain posted on the bulletin board in lunch room for the balance of the year.

9.4

Maintenance and Accrual

- a) Seniority shall be maintained and accrue during:
- i) All periods of paid leave
 - ii) Leave of absence without pay for periods not exceeding three (3) months
 - iii) Parental leave
 - iv) Compassionate Care Leave
 - v) Critically Ill Child Leave as defined in the Saskatchewan Employment Act
 - vi) Crime-related Child Death or Disappearance Leave as defined in the Saskatchewan Employment Act
 - vii) Up to three (3) months during lay-off
 - viii) Up to two (2) years during prolonged or unpaid medical leave
 - ix) Up to two (2) years during Workers Compensation leave
 - x) All periods of unpaid leave for active Canadian War Service or Canadian Armed Forces Peacekeeping Service.

For purpose of calculating seniority, one (1) calendar day equals 8 hours.

- b) Seniority shall be maintained, but shall not accrue, during:
- i) Periods of (unpaid) leaves of absence over three (3) months
 - ii) Appointment to an out-of-scope position for greater than six (6) months
 - iii) Lay-off over three (3) months.

9.5

Loss of Seniority

Seniority shall be broken for the following reasons:

- a) The Employee has been dismissed and has not been reinstated.

- b) Resignation in writing not withdrawn within three (3) working days of the submission.
- c) Failure to return to work without an acceptable reason to the Employer following the completion of a leave of absence.
- d) Failure to return within 15 calendar days' notification by the Employer to return to work following a lay-off, unless through sickness or other just cause.
- e) The Employee has not worked in a two (2) month period unless on an approved leave.

ARTICLE 10 STAFFING

10.1 Posting Vacancies

- a) When a new position is created, or when a vacancy of a temporary or permanent nature occurs, either inside or outside the bargaining unit, the Employer shall post notice of the vacant position on the Union bulletin board. Where the Employer and Union reach an agreement, posting may not be required.
- b) The Employer may advertise vacancies external to the bargaining unit simultaneously with an internal posting. External applicants will not be considered until it is determined that no internal applicant is qualified for the position.
- c) All Employees on leave shall be informed by mail or email on the date of the posting, or as soon as possible.
- d) Job competitions shall allow a minimum of 10 calendar days for applications to be submitted unless mutually agreed otherwise.

10.2 Information on Job Posting

The posting shall set out the following information:

- a) Name of position;
- b) A brief description;
- c) Qualifications required
- d) Salary

- e) Hours of work
- f) Deadline date for application and other pertinent information

10.3 **Qualifying for Positions**

The Employer will determine the necessary qualifications, experience, knowledge, skills and abilities (KSA's) required for each position to be filled, prior to posting.

10.4 **Selection Process**

- a) The Employer shall notify the Union and the bargaining unit chair of the names and seniority of internal applicants for the position, five (5) working days prior to the interviews.
- b) The Employer shall appoint the senior qualified applicant. If senior in-scope employee is not appointed, the Employer will provide the rationale in writing to the candidate and the Union.
- c) The Employer shall advise the Union in the event the Employer holds interviews for a vacant position, which includes an internal applicant. The Union may provide an observer for the interviews.
- d) Except for employees on initial probation, any other employee who was entered in the competition shall have the right to grieve the decision. Any grievances relating to this Article must be filed within five (5) working days from the notification of selection. The grievance will be heard at Step 1 within 48 hours from the date the grievance was filed.

10.5 **Temporary Out-of-Scope Appointment**

- a) An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from their pay cheque and shall be entitled to all benefits and rights including seniority for the first six (6) months. Where the temporary appointment is coverage for a parental leave, the contractual rights may be extended for up to one (1) year by mutual agreement of the parties.
- b) After six (6) months the Employee shall be considered to be an out-of-scope employee and shall not be entitled to any benefits of the Collective Agreement. No employee shall be appointed to an out-of-scope position without their consent.

10.6 **Permanent Out-of-Scope Appointment**

An employee who is appointed to an out-of-scope position has the right to revert within a one (1) year period. Employees who within a one (1) year period, fail their probation in an out of scope position, shall be reverted to their former position.

10.7 **Criminal Records Check**

As a condition of employment, all employees regardless of job status shall be required to provide a Criminal Records Check as per the Employer's Policy.

10.8 **Appointments**

The applicant(s) with the most seniority who meets the minimum qualifications required to perform the duties within the bargaining unit, shall be appointed to the position within 30 days after the closing date of the posting.

10.9 **Debriefing**

- a) Internal applicants may request a verbal debriefing with the Employer as to the reasons for exclusion from interview or failure of interview within five (5) working days of the announcement of the successful candidate. Only after the verbal debriefing, the unsuccessful applicant may request and the Employer shall provide reasons in writing to the applicant and a copy to the Union.
- b) If the applicant does not request the reasons in writing within one (1) working day of the debriefing the Employer shall not be required to provide reasons in writing.
- c) Notwithstanding the above, this does not preclude the Employer from providing rationale to the Employee in writing without a formal request from the Employee.

10.10 **Orientation**

All employees appointed to employment will participate in an orientation process.

10.11 **Probation**

- a) Initial Probation
 - i) All employees, upon initial appointment, shall serve a probationary period of three (3) months from the date of appointment which may be extended once for up to three (3) months by mutual agreement of the parties in writing.

- ii) An employee, who voluntarily transfers or promotes during their initial probationary period, shall complete their initial probation period while concurrently serving a subsequent probationary period in the new position.
 - iii) During the first three (3) months of their initial probationary period employees may be terminated due to general unsuitability as deemed by the Employer.
- b) Subsequent Probation
- i) On subsequent appointment, the probationary period shall be two (2) months, which may be extended by mutual agreement once for an additional two (2) months.
 - ii) An employee re-employed following job abolition shall serve a subsequent probationary period of two (2) months, except where the Employee is re-employed in a position similar to a position formerly held.
 - iii) When an employee is demoted, a probationary period of two (2) months shall be served, except when an employee demotes into a classification/position the employee formerly held.

10.12

Temporary Positions

- a) When a one (1) year temporary position is extended for an additional 12 months, the extension shall be posted subject to Article 10.1.
- b) In the case of prolonged illness the temporary position may be extended for up to an additional one (1) year without posting.
- c) All related leaves of absences created by a temporary position shall have a consistent end date.
- d) When an existing employee bids and fills a temporary position, they shall be granted a leave of absence from their home position. They will not lose any seniority. Employees shall not be granted a leave of absence from a temporary position to take another temporary position.
- e) Upon conclusion of the temporary position or failure to meet the requirements of the temporary position, the Employee shall return to their home position at their former rate of pay, subject to any increases that the Employee would have received had they remained in that position.
- f) When a temporary position is filled externally, at the conclusion of the temporary position, this employee may request to be placed on the re-employment list.

ARTICLE 11 HOURS OF WORK

11.1 Employees shall work eight (8) hours per day, five (5) days per week.

ARTICLE 12 Overtime

12.1 Definition

All time worked in excess of eight (8) hours per day shall be considered overtime.

All time worked on a designated holiday or day of rest shall be considered overtime.

12.2 Distribution of Overtime

Overtime shifts shall be offered on a rotational basis of qualified employees.

12.3 Authorization of Overtime

The employee shall request approval for overtime from the Employer prior to its occurrence. In extenuating circumstances, authorization shall be approved the following day.

12.4 Compensation for Overtime

- a) Overtime worked shall be compensated at the rate of time and one-half for the position being filled.
- b) Where overtime is paid out to an employee, the employee shall receive vacation pay at the appropriate rate on all the overtime pay.

12.5 Voluntary Overtime

Under normal operating circumstances, employees shall not be required to work overtime against their wishes.

12.6 Overtime and Approved Leaves

In a pay period when Vacation, Pressing Necessity, or Bereavement Leave are taken the 80 hour averaging period shall be maintained. Pre-approved overtime shall not be lost if Vacation, Pressing Necessity, or Bereavement Leave has been taken within the same two (2) week averaging period.

ARTICLE 13 BENEFITS

13.1 Benefits

- a) All benefits, shall continue to be administered as outlined in this Agreement or the appropriate plan text. Those areas governed by only the Collective Agreement may be modified by mutual agreement between the Employer and the Union.
- b) All permanent and part-time employees shall be entitled to the extended health, dental, life and long term disability (LTD) insurance. The Employer and the Employee shall share the cost of the premiums at a 50/50 split. Eligibility is determined by the Plan text.

ARTICLE 14 LAY-OFF

14.1 A lay-off shall be defined as a reduction or elimination of work due to loss of contract.

14.2 Conditions Required For Lay-Off

- a) The Employer shall consult with the Union whenever there is a threat lay-off.
- b) Any lay-off shall be for reasons of declining income or changes in contracts. The final decision shall be made by the Employer when the collective process is unsuccessful.

14.3 Notice of Lay-off

Notice of lay-off shall be:

- a) For employees who have 13 consecutive weeks up to one (1) year – one (1) week,
- b) For employees who have worked between one (1) to three (3) years – two (2) weeks,
- c) For employees who have worked between three (3) to five (5) years – four (4) weeks
- d) For employees who have worked between five (5) to 10 years – six (6) weeks
- e) For employees who have worked more than 10 years – eight (8) weeks.

14.4 **Pay in Lieu of Notice**

An employee who is not required by the Employer to work the days provided in the lay-off period, shall be paid in lieu of notice of lay-off.

14.5 **Order of Lay-off:**

- a) In the event of lay-off, the order of lay-off will be according to least senior first.
- b) Temporary employees will be terminated before a full-time or part-time employee in the same classification. Temporary employees will receive notice in accordance with Article 14.3.

14.6 **Options Following Lay-off**

In the event the Employer abolishes a permanent position, permanent full-time or permanent part-time employees affected shall within five (5) working day inform the Employer of their choice to:

- a) Accept lay-off
- b) Retire, or
- c) Resign.

ARTICLE 15 DESIGNATED HOLIDAYS

15.1 **Designated holidays shall mean**

New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day legislated by the Federal or Provincial governments as a statutory holiday.

15.2 **Designated Holiday on Day of Rest**

When a designated holiday falls on a day of rest, the holiday shall be observed on the first working day following the day of rest, unless otherwise agreed.

15.3 **Working on a Holiday**

An employee who is required to work on a holiday shall be paid at the rate of straight time plus 1 ½ times regular pay or an equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the Employee.

ARTICLE 16 VACATION

16.1 Vacation Pay

Vacation pay shall be paid out at the end of each pay period.

16.2 Vacation Usage

With no less than two (2) weeks' notice, the employer shall, pending circumstance and operational need, grant time off for the employee to take up to two (2) months' vacation per year.

Should there be more than two (2) employees request the same time off determination shall be based on urgency and circumstance.

16.3 Vacation Year

Vacation year means the twelve month period commencing on January 1 and ending on December 31.

ARTICLE 17 PARENTAL LEAVE

17.1 An employee shall be entitled to parental leave without pay upon presentation of a medical certificate confirming the pregnancy of employee or domestic partner, or legal documentation of guardianship or adoption. The certification shall indicate the expected leave date. The employee shall not be denied the right of employment solely on the basis of pregnancy.

17.2 The following conditions shall apply:

- a) The Employer may require the employee to take parental leave not more than twelve weeks before the estimated date of birth if the employee is unable to carry out their normal duties and no other opportunity exists to modify duties, or when, in the opinion of a medical practitioner, the leave is warranted.
- b) Parental leave shall cover a period up to a total of 18 months before and/or after the birth, guardianship and/or adoption of the child. Where a doctor's certificate is provided stating that a longer period of leave is required for health reasons, an extension of up to a maximum of one (1) additional year longer may be granted to a permanent employee.
- c) During the leave, the employee shall continue to earn all benefits under the Collective Agreement, which shall be earned for the first month. Upon return from the leave, the employee shall be reinstated in their former position.

- d) Notice of intention to return to work, or request for a change of length of leave must be forwarded to the Employer 30 days' prior to the expiration of the leave. The Employer may allow an Employee to resume their employment sooner in extenuating circumstances.

17.3 Seniority Status During Parental Leave

The employee shall suffer no loss of accumulated seniority rights due to parental leave of absence. Seniority shall accumulate during the period of leave.

17.4 Second Parent Leave

Three (3) days leave with pay shall be granted to an employee for second parent leave. Additional days may be granted per Article 21 Pressing Necessity. In the case of the second parent choosing to stay at home with the child, the same benefits as covered in Article 17.2 Parental Leave would apply.

ARTICLE 18 BEREAVEMENT LEAVE

Bereavement leave with pay shall be granted to an employee on the following basis:

- a) In the case of the death of an employee's domestic partner, parents, children, brother, sister and the parents and children of an employee's domestic partner, in leave shall consist of up to three (3) days. For a person felt to be an equivalent to any of these relationships, mutual agreement between the Employer and Employee must occur.
- b) In the case of the death of family member not mentioned in (a) or close personal friend leave shall consist of up to two (2) hours.
- c) Additional time without pay may be granted under extenuating circumstances.

ARTICLE 19 COMPASSIONATE CARE FAMILY LEAVE (EI)

- a) An employee who has completed 20 weeks of service, who makes application for leave at least one (1) month in advance of the requested commencement date and who provides the Employer with a medical certificate that indicates that a family member is gravely ill and at significant risk of death within 26 weeks shall be granted a leave without pay of up to 28 weeks. The certificate must also specify that the Employee is needed to provide psychological comfort or emotional support, arrange for care by a third party provider and/or directly participate in the care.

- b) Upon return to work the Employee will be reinstated in their prior or comparable position with no loss of accrued seniority or benefits or reduction in wages.
- c) If the Employee chooses to make contributions for the period of leave to the pension or benefits plan, the Employer will pay the Employer contributions for the same period.
- d) The Employee may request an extension, in writing, to the leave. Approval of an extension shall not unreasonably be denied. The total leave available under this article shall not exceed one (1) year.

ARTICLE 20 EMPLOYEE CRISIS LEAVE

When an employee is required to seek shelter from an abusive relationship shall be granted a leave of absence with pay for up to three (3) days.

ARTICLE 21 PRESSING NECESSITY LEAVE

Necessary time off work without pay shall be granted to an employee for pressing personal matters or family matters beyond the employee's control. This would include such matters as: illness in the family, natural disaster, examination leave, Citizenship Ceremony and moving. The leave shall consist of up to three (3) days. Additional time may be granted under extenuating circumstances.

ARTICLE 22 LEAVE FOR UNION POSITION

An employee who is elected or selected for a full-time position with the Union, Saskatchewan Federation of Labour, or Canadian Labour Congress, shall be granted leave of absence without loss of seniority for a period of one (1) year. The leave shall be renewed each year, upon request, during their term of office. The Employee shall continue to receive their salary and benefits from the Employer, conditional on reimbursement of their salary and full benefits costs by the Union to the Employer.

ARTICLE 23 LEAVE OF ABSENCE FOR PUBLIC DUTY

An employee who is elected to public office shall be granted a leave of absence without pay for a period of up to 12 months.

- a) The Employee shall continue to accumulate seniority to a maximum of three (3) months, but shall not accumulate any other benefits except where explicitly stated in the Collective Agreement.

- b) At the time of notification of approval the Employer shall inform the Employee of their need to pay both portions of extended health, dental, life and LTD insurance premiums for the duration of the leave.

ARTICLE 24 JURY DUTY

An employee, who serves as a juror, shall be granted a leave of absence with pay less the amount paid by the Court.

- a) The Employee shall continue to accrue seniority based on their regular scheduled hours of work.
- b) At the time of notification the Employer shall inform the Employee of their need to pay their portion of extended health, dental, life and LTD premiums for the duration of the leave.
- c) The Employer shall continue to pay the Employer's portion of the benefit during the leave.

24.2 Reinstatement from Leave

- a) An employee granted a leave of absence shall at the end of the leave or, at an earlier date agreed to by the Employer and with a minimum of 30 days' notice be reinstated to their home position.
- b) If the home position of the Employee is abolished during the absence the Employee shall be subject to the lay-off provisions in accordance with Article 14.

ARTICLE 25 DISCRETIONARY LEAVES

25.1 Discretionary leave is a leave of absence without pay for a specified time period which may be granted by the Employer. It is intended to provide employment security for the Employee while meeting the needs of the Employer.

- a) The Employer shall consistently and fairly consider the following principles when determining approval or denial of the application for leave of absence, not compromise the services provided by the Employer.
- b) An employee may be granted a leave of absence for up to 12 calendar months.
- c) The written request shall be submitted to the Employer at least 30 working days in advance of the requested leave date.

- d) The Employer shall respond within five (5) working days of receiving the request.
- e) All employees, except employees in temporary positions, may be granted a discretionary Leave of Absence without pay.
- f) All employees are required to give 30 days' written notice if they do not intend to return from a leave of absence.
- g) Reinstatement from Leave
 - i) An employee granted a leave of absence shall at the end of the leave or, at an earlier date agreed to by the Employer and with a minimum of 30 days' notice be reinstated to their home position.
 - ii) If the home position of the Employee is abolished during the absence the Employee shall be subject to the lay-off provisions in accordance with Article 14.

ARTICLE 26 PAY ADMINISTRATION

- 26.1 The rate of pay as established in Appendix "A" of this Agreement shall be the rates paid to the Employees covered by the Agreement.
- 26.2 Employees shall be paid Friday of every second week.
- 26.3 **Time Sheets**
Employees may be required to submit a record of hours worked before receiving their pay.
- 26.4 **Statement of Earnings**
Employees shall receive a statement each pay period showing the gross amount earned, itemized deductions and net amount payable.
- 26.5 **Temporary Assignment of Higher Duties**
 - a) Temporary Assignment of Higher Duties (TAHD) must be assigned by the Employer. TAHD may be assigned in the case of an emergency backfill to a vacancy or when the Employer requires an employee to temporarily perform the duties of a higher paid position.
 - b) The Employee performing the higher duties shall be paid \$1.00 an hour over their current rate pay.

26.6 **Leaving Employment at S & O Cleaners**

When an employee severs their employment, the Employer shall, based on a salary reconciliation, pay to such employee any outstanding monies owing or collect any monies owing to the Employer.

ARTICLE 27 HEALTH AND SAFETY

27.1 **The Committee**

- a) The Employer and the Union have a shared interest in the health and safety of employees. The Employer and the Employees will operate in accordance with The Saskatchewan Employment Act.
- b) A joint Employer/Employee Health and Safety Committee shall be established in accordance with The Saskatchewan Employment Act. For the purposes of this agreement, the Worker Representative as indicated in The Act, will be hereby defined as an in-scope employee. The Committee shall consist of four (4) members: two (2) appointed by the Employer, and two (2) appointed by the Union.
- c) The Employer shall make provisions for the safety and health of workers during hours of work. Workers shall endeavour to point out any health and safety hazards.

27.2 **Meetings**

The Employer and the Union agree to meet and co-operate in resolving all unsafe hazardous or dangerous working conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings.

27.3 **No Discipline**

No worker shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe.

27.4 **First Aid**

Adequate first aid supplies shall be made available in all employer work sites.

ARTICLE 28 WORKERS' COMPENSATION

- 28.1 When an employee is injured in the performance of work-related duties, or incurs an industrial illness and the injury or illness is compensable under the provisions of *The Workers' Compensation Act*, the Employee will receive payment directly from the Workers' Compensation Board for the entire period of absence.

- 28.2 The Employee will keep the Employer informed of the anticipated duration of injury or illness and will agree to comply with any accommodation or graduated return to work program the Employer and the Workers' Compensation Board may develop.
- 28.3 From and including the date of injury, until not more than two (2) years, the employee will accrue seniority.
- 28.4 Employees who are off work and receiving Workers' Compensation benefits may continue to be enrolled in the benefit plans.

ARTICLE 29 TERMS OF AGREEMENT

29.1 Agreement Subject to Applicable Laws

All provisions of this Agreement are subject to any applicable laws now or hereafter effected.

29.2 Duration

This agreement shall be in effect from May 1, 2019 to July 31, 2020 and shall continue from year to year thereafter, unless either party gives to the other party notice in writing that it desires amendment.

29.3 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement between the Union and the Employer in writing of a Letter of Understanding at any time during the existence of this Agreement.

29.4 Notice to Bargain

Either party to this Collective Agreement desiring to propose changes to this Agreement may, no more than 120 days and no less than 60 days prior to the expiry date of the Agreement, give notice in writing to the other party of their intent to negotiate revisions. The parties shall engage in collective bargaining immediately upon receipt of notice.

APPENDIX A

Cleaners - \$13.00 per hour

APPENDIX B - HARASSMENT PREVENTION POLICY

STATEMENT OF COMMITMENT

As an employer, the S & O Cleaners values the dignity of all employees and is committed to providing a respectful workplace, one that is harassment free and in which all individuals are treated with respect. The expectation is that all employees will create and maintain a work environment that is respectful of all persons in it.

Harassment in the workplace is unacceptable and against the law. It will not be tolerated in any form.

APPLICATION

This policy applies to all employees of S & O Cleaners. Applicants and candidates for employment are also covered.

Harassment will not be tolerated in any work-related setting, such as work-related conferences, seminars, travel and social events.

GUIDING PRINCIPLES

Mutual respect and trust are identified, as the key principles need to guide the overall approach in dealing with the issue of workplace harassment.

VISION & STRATEGIC APPROACH

The vision is a high level of respect and trust between all people in the S & O Cleaners workplace. The strategy is to support a high level of respect and trust between individuals and to resolve conflict situations constructively, thereby helping to create and maintain a workplace that will not support or tolerate harassment. Further, this strategy is intended to dissuade any particularly or violent forms of harassment by providing a quick and strong response to such situations.

DEFINITION OF HARASSMENT

Harassment is any action directed toward at an employee that:

- a) Is directed at a worker;
- b) Is based on race, creed, religion, colour, gender, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, and/or
- c) Adversely affects the worker's psychological or physical well-being and that the person knows or ought to reasonably know would cause a worker to be humiliated or intimidated. Under this category the harassment must:

- d) Involve repeated action or display, or
- e) Involve a single, serious occurrence that has been established to have caused a lasting harmful effect on a worker, and
- f) Not be any reasonable action that is taken by an employer or supervisor relating to the management and direction of the Employer's workers or the place of employment.

It is recognized there may be incidents of objectionable conduct not based on grounds covered by this policy. Should incidents of this nature occur, it is up to management to determine how they are to be handled. All parties are encouraged to work to resolve issues of this nature as quickly as possible.

Note: If the person feels they are in an immediate risk situation please refer to page 38 (section titled Immediate Risk Situations).

EMPLOYER RESPONSIBILITY

The Employer is legally obligated and shall ensure that no employee is subjected to harassment, whether it is from a supervisor, co-worker, or non-employee such as a client or customer.

EMPLOYEE RESPONSIBILITY

No employee shall participate in or encourage the harassment of a supervisor, co-worker, or non-employee such as a client or customer.

OVERALL RESPONSIBILITY

Developing and sustaining healthy working relationships is part of every person's job at the S & O Cleaners.

COMPLAINT PROCEDURE

Informal Options

Other than for situations, which the Employee considers them self to be at immediate risk, an employee is encouraged to consider the following informal options:

- Raise the issue with the person whose behaviour is a problem. This could be done verbally or in writing;
- Contact a confidential counselling services for advice or helping to identify reasonable options for resolution;
- Inform a supervisor, manager, Steward or Occupational Health and Safety Committee member of the problem and ask:
- Help assess their options;

- Develop an action plan for resolution and help to implement the plan;
- Informally discuss the situation with the accused person or;
- Help identify a facilitator to assist in finding resolution and provide follow up.

If the conflict is not able to be resolved by the individuals and their local resources mediation or similar third party intervention can be requested upon the mutual agreement of those involved in the conflict. Application for mediation services is through the Employer, any supervisor, Steward or any member of the Occupational Health and Safety Committee.

Trained experienced mediators should conduct the mediation process. They can assist two (2) or more parties to reach a resolution or resolve conflict.

Formal Options

If the Employee considers informal options are inappropriate or unsuccessful, an employee can file a formal complaint with one (1) of the following people:

- The Employer
- Any supervisor
- Steward
- If the alleged actions fall within *The Saskatchewan Employment Act*, an Occupational Health and Safety Officer.

IMMEDIATE RISK SITUATIONS

Any employee who believes their health or safety to be in an immediate risk situation from any form of harassment is strongly encouraged to contact any individual or group (inside or outside of the S & O Cleaners) who they feel is in the best position to offer help. Immediate risk situations require the elimination of the potential of harm to employees as quickly as possible. The last page of this policy provides a complete list of contacts and phone numbers that may assist.

CONFIDENTIALITY

Any complaint of harassment will be kept in confidence, except as is necessary to investigate and resolve the situation, or as may be required by law.

INVESTIGATION

The Employer is responsible for ensuring a complete and full investigation is undertaken immediately and for determining who is to conduct the investigation.

The accused person will be promptly notified of the complaint.

The investigator is encouraged to suggest mediation at any time during the investigation if they believe it will lead to resolution.

Note: No investigation will take place without a signed formal complaint. Complaints respecting events that are more than six (6) months old will not be investigated.

DEALING WITH A FORMAL COMPLAINT

Written Report

Within seven (7) working days of completing the investigation, the investigator will submit a written report to the Employer, with simultaneous copies to the union, if applicable, the complainant and the respondent. In the event of multiple respondents only the details of the report pertaining to the individual respondent will be provided to that respondent.

The report will detail the following:

- The complaint;
- Statement of respondent(s)
- A list of witnesses;
- Witness statement
- Relevant documents;
- Findings of the investigation;
- The investigators conclusion as to whether harassment occurred.

The investigator's report will include a recommended course of restorative action where appropriate, but will not provide recommendations regarding disciplinary action.

DISCIPLINE

If the investigator reveals evidence to support the complaint of harassment, the person will be disciplined appropriately. Discipline may range from a verbal reprimand to suspension or dismissal, and the incident will be documented in the person's file.

DOCUMENTATION

If the investigation fails to find evidence to support the complaint, there will be no documentation concerning the complaint placed in the file of the accused person.

RETALIATION

Retaliation against any individual for reporting harassment or providing information will not be tolerated.

BAD FAITH COMPLAINTS

Complaints should be undertaken with great care because they may result in pain and damage to the respondent's reputation. Complaints made in bad faith and without factual basis may constitute defamation and may be actionable by the respondent. Such complaints may result in disciplinary action, up to and including dismissal.

REPRESENTATION

Union members have a right to union representation during any of these processes. Non-union employees are also entitled to representation by a person of their choice.

APPEAL PROCESS

Within 120 days, either the complainant or the respondent may make a written request that the investigation be reviewed for thoroughness. The request must state what aspect of the investigation is inadequate. The request must be submitted to the Employer, who will determine if the investigation is to be reopened to address concerns raised.

OTHER OPTIONS

This policy is meant to provide an effective redress mechanism; however, every employee also has the right to file a complaint with an outside agency, such as a Human Rights Commission or the Occupational Health and Safety Division, Labour Relations and Workplace Safety.

Where to Go for Information or Help

- The Employer or supervisor;
- Your Steward;
- A member of your Occupational Health and Safety Committee;
- Occupational Health and Safety Division, Labour Relations and Workplace Safety - 1-800-667-8577;
- Saskatchewan Government & General Employee's Union – 306-522-8571
- A local union official (no union official will be involved when the complainant and respondent are both out-of-scope);
- The Saskatchewan Human Rights Commission - 1-800-667-8577, or;
- The Regina City Police - 306-777-6500 if an assault or other crime has allegedly occurred.

**LETTER OF UNDERSTANDING #1
PENSION PLAN**

Both parties acknowledge the value of pension plans for employees. The employer agrees to explore pension plan options, with terms set out below, in January 2020.

- a) All employees are included in the plan after successful completion of their initial probationary period.
- b) Carrier shall be determined by the Employer.
- c) Contributions to the plan shall be 2% of the Employee's salary paid by the Employee and a matching 2% of the Employee's salary paid by the Employer.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Signed on behalf of:
Bargaining Unit S & O Cleaners

Original Signed By

Michael Mehari
Chair of the Bargaining Unit

Original Signed By

Owen Whittaker

Original Signed By

Kathy Cook
Labour Relations Officer

Signed this **24** day of **October**, 2019.

**LETTER OF UNDERSTANDING #2
SICK LEAVE**

The Employer agrees to explore options of paid sick leave in January 2020.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Signed on behalf of:
Bargaining Unit S & O Cleaners

Original Signed By _____
Michael Mehari
Chair of the Bargaining Unit

Original Signed By _____
Owen Whittaker

Original Signed By _____
Kathy Cook
Labour Relations Officer

Signed this **24** day of **October**, 2019.

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and S & O Cleaners hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this **24** day of **October** 2019.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Signed on behalf of:
Bargaining Unit S & O Cleaners

Original Signed By
Michael Mehari
Chair of the Bargaining Unit

Original Signed By
Owen Whittaker

Original Signed By
Kathy Cook
Labour Relations Officer