

**SMILE Services Inc.  
Local 5522**

January 1, 2017 to  
December 31, 2019

**COLLECTIVE AGREEMENT**

**SGEU**

ARTICLES OF A  
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SMILE Services Inc.

AND

SASKATCHEWAN GOVERNMENT AND  
GENERAL EMPLOYEES' UNION  
LOCAL 5522

JANUARY 1, 2017 TO DECEMBER 31, **2019**

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ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT  
made in duplicate this 18<sup>th</sup> day of May, 2017.

between

SMILE SERVICES INCORPORATED  
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

**PURPOSE**

Whereas it is the desire of BOTH parties of this Agreement to bargain in good faith and fairness and act efficiently within our means, the following principles shall support the terms of this agreement:

- i) Pursuit of excellence in the provision of high quality service to clients and community.
- ii) Cooperation and understanding in maintenance of harmonious relations between the Employer and Employees.
- iii) Provision of services which are economical and efficient, respectful, and safe.
- iv) Preservation of the sustainability of SOCIETY FOR MAINTAINING & IMPROVING LIFE IN ESTEVAN (SMILE Services Inc.).
- v) Recognition of the mutual value of joint discussions and problem solving in matters pertaining to the working environment and continuous improvement of service.
- vi) Promotion of the morale, well-being and security of all the employees in the bargaining unit of the Union.

## ARTICLE 1 INTERPRETATIONS

- 1.1 Bargaining Unit means the unionized employees of the Saskatchewan Government and General Employees' Union who are employed by the Employer.
- 1.2 The Board means the Board of Directors for the SOCIETY for MAINTAINING & IMPROVING LIFE in ESTEVAN (SMILE Service Inc.)
- 1.3 Casual employee means a person who is not regularly scheduled on an ongoing basis, and may be called in for work on short notice.
- 1.4 Classification means a group of positions involving duties and responsibilities that are alike so that same qualifications may be reasonably required for, and the same schedule of pay, can be equitably applied to, all positions in the group.
- 1.5 Demotion means the movement of an employee from a position, to a position bearing a lower hourly rate of pay.
- 1.6 Employee(s) means a person or group of persons to which the terms of this Agreement apply as described in Article 2 of this Agreement.
- 1.7 The Employer means Society for Maintaining & Improving Life in Estevan (SMILE Services Inc.)
- 1.8 Gender - he, his, him, she, her, **and** hers includes reference to individuals of either gender.
- 1.9 Manager means the Manager of SMILE Service Inc. or a person designated to act in his place.
- 1.10 The Parties means the parties to this Agreement, i.e., the Employer and the Union.
- 1.11 Pay Plan means the scale of wages as contained in the attached Schedule "A" and the rules governing its application.
- 1.12 Permanent Full-time employee means an employee who has successfully completed initial probation, and works a minimum of 37 hours weekly in a position, subject to program.
- 1.13 Permanent Part-time employee means an employee who has successfully completed initial probation, and consistently works less than full-time hours, subject to program requirements, daily, weekly or monthly, but works on a regularly scheduled basis.
- 1.14 Promotion means the movement of an employee from a position, to a position bearing a higher rate of pay.

- 1.15 Project employee means an employee working on temporary projects for a period up to but less than one year will be covered by the collective agreement. Wages and benefits will be determined by the level of funding the employer receives for these projects and provisions of the benefits plans. If funding is continuously obtained beyond this period the parties agree to meet and negotiate the new position. The employer agrees to provide the Union with verification of the funding available. Project employees whose term is completed are not subject to the provisions under Article 8 (Layoffs and Recalls).
- 1.16 Summer Student employee means an employee hired between May 1<sup>st</sup> - August 30<sup>th</sup>. Summer Students will not be eligible for Employer Benefits Plans and wages will be determined by the grant available. Summer Students will be supernumerary, but will pay union dues.
- 1.17 Temporary employee means an employee who may work full-time or part-time, for a specific period of time which is related to a temporary vacancy such as maternity leave, sick leave, etc.
- 1.18 Union means the Saskatchewan Government and General Employee's Union representing the in scope employees of SMILE Service Inc.
- 1.19 Fiscal Year means the year which begins April 1<sup>st</sup> and ends March 31<sup>st</sup>.

## **ARTICLE 2 SCOPE**

### **2.1 Exclusions**

The terms of this Agreement shall apply to all employees, **including Supervisory Employees as defined in The Saskatchewan Employment Act**, of the Employer, excluding the following:

- a) Manager
- b) Any other out of scope management staff as may be necessary to the operation, subject to the rules and governance of the Saskatchewan Labour Relations Board.

## **ARTICLE 3 MANAGEMENT RIGHTS**

The Union recognizes the right of the Employer to manage its agency, and to direct the working force, including the right to hire, promote and/or transfer any employee or discharge any employee for just cause.

## **ARTICLE 4      UNION SECURITY**

### **4.1              Recognition**

- 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.**

### **4.2              Union Membership**

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, notwithstanding Article #3, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment apply for and maintain membership in the Union as a condition of employment provided that any employee in the appropriate bargaining unit who is not required to maintain membership in the Union shall as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the member of the Union.

### **4.3              Union Dues**

- a)      The employer shall deduct, on behalf of the Union, from the employee's pay all initiation fees, dues, assessments and levies. The employer shall remit such deductions to the union at the conclusion of each pay period.**
- b)      The employer shall provide with the dues submission a list of names, classifications and addresses of those who incurred the deductions.**
- c)      The employer shall inform the Union of any new hires, resignations, or retirements which occurred during each pay period. The notification shall state the date in which the change occurred.**

- d) The employer shall provide the information electronically to the Union.
- e) The Union may provide the electronic template to the employer.

#### 4.4 **No Discrimination**

The Employer and the Union agree that there shall be no discrimination by reason of age, colour, race, creed, national ancestry, physical ability, physical size, sex, political activity, religious affiliation, marital status or sexual orientation nor by reason of membership or activity in the Union, place of origin, place of residence, family relationship.

#### 4.5 **Bulletin Boards**

The Employer shall make available to the Union a bulletin board in the workplace so that the employees have access to it, upon which the Union shall have the right to post notices and information which may be of interest to the employees.

#### 4.6 **Employer Policies**

The Employer will maintain a policy manual available to employees and Union which comprises all the Employer's policies which relate to the working conditions, staff, or matters covered by this Agreement. The employer will inform all employees and Union in writing of new policies.

#### 4.7 **Copies of Motions**

Copies of adopted resolutions and approved Board minutes which relate to the working conditions, staff or matters covered by this agreement will be forwarded to the Union.

#### 4.8 **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 including those set out in this Article dealing with Union Security.

A representative of the Local Union shall be given a total of 30 minutes during working hours to acquaint him with the benefits and duties of Union membership.

All new employees shall be included in the Union until negotiated otherwise.

4.9 **Work of the Bargaining Unit**

Except in cases mutually agreed upon, persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except out of scope staff in the event that an absent unionized staff person cannot be replaced by a qualified unionized employee.

4.10 **Refusal to Cross Picket Lines**

No employee shall be required to cross a legal picket line. The Employer will not request or require employees to perform work that would normally have been carried out by workers involved in a strike.

4.11 **Employees Temporarily Performing Out-of-Scope Duties**

An employee covered by this Agreement who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his salary and shall be entitled to all the benefits and protections afforded by this Agreement

4.12 **No Contracting Out**

The employer agrees that all work or services performed by the employer shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non-union employees, except where mutually agreed by the parties. Where mutual agreement cannot be reached then the Union will have the ability to propose options to allow the work to be performed by unionized employees.

4.13 **Access to Employer's Premises**

Subject to the approval of the Manager or designate, the Employer may allow the Union to conduct educational and business functions for employees on the Employer's premises during off hours. Such approval shall not be unreasonably withheld.

4.14 **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 year. Such leave shall be renewed each year, upon request, during his term of office. Such employee shall continue to receive his salary and benefits from the Employer, conditional on reimbursement of such salary and full benefit costs by the Union to the Employer.

4.15

**Union Access**

The Bargaining Unit shall have the right at any time to have the assistance of representatives of the Saskatchewan Government & 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. The Union representative will provide adequate notice where possible to ensure clients' needs are not interrupted.

4.16

**Paid Leave for Collective Bargaining**

Time spend by up to three Union Bargaining committee members in direct negotiations with the employer will be considered as time worked subject to reimbursement by the Union.

4.17

**Names of Stewards**

The Local Union will notify the manager in writing of the names of each steward and of the members of the bargaining committee.

4.18

**Leave for Union Business**

The Employer recognises the right of every employee to participate in the affairs of the Union, providing that operational requirements of the workplace shall be met.

The Employer agrees that employees shall receive leave of absence with pay and without loss of benefits for all time required to participate in the Union and its affiliated union central. The Union agrees to reimburse the Employer for all wages and benefits paid by the Employer.

4.19

**Printing of Agreement**

The Union agrees to print the Collective Agreement and will provide the Employer with six (6) copies.

4.20

**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 regular or assigned duties for the employer, provided that the employee has displayed non-culpable behaviour.

## **ARTICLE 5 SENIORITY AND PROBATION**

### **5.1 Definition**

All employees covered by this agreement shall earn seniority from the date they are hired.

### **5.2** Upon initial employment, all full time employees shall serve a probationary period for the period of six months.

- a) All other employees shall serve the probationary period of three hundred (300) hours or six months whichever comes first. If an employee promotes during the probation period, the employee shall serve a probation period and a trial period simultaneously.
- b) The Employer may implement, an extension no later than two weeks prior to the expiration of the probationary period, and shall provide written reasons for the extension to the employee and Union. The length of extension shall not exceed three months.

### **5.3 Assessment While on Probation**

Performance requirements established by the Employer will be communicated to the employee, verbally and in writing, at the outset and discussed midway and at the end of the employee's probationary period. Performance requirements will be established based on the classification specification and the job description and will include the responsibilities, knowledge, skills and abilities appropriate to the job.

Performance assessments will be discussed with the employee and shall be signed by the employee to indicate awareness of the assessment. Employees will be given a copy of any performance assessments.

### **5.4 Trial Period for Promotion**

A permanent employee who has been promoted shall serve a trial period for a period of three months. During the trial period if the employee chooses to revert, or does not successfully complete the trial period, she shall revert to her former position, or by mutual agreement, the employee may revert to a similar position, subject to any increments he/she would have earned had the promotion not taken place; or by mutual agreement the employee may revert to a similar position subject to qualifications, at the same step in the salary range, subject to any increments she would have earned had the promotion not taken place. If no former position is available the employee shall have the right to utilize Article 8.

- a) A permanent employee displaced through the above article shall also have the right to revert to her former position at her former step in the salary range, subject to any increments she would have received had she remained in that position. If no former position is available she shall have the right to utilize Article 8.

5.5 **On Transfer**

An employee who transfers during initial probation shall complete the balance of her probationary period in the new position.

A permanent employee who voluntarily transfers may be required to serve a trial period as per 5.4. Should the employee be unsuccessful in completing this probationary period, she shall revert to her previous position, subject to qualifications or by mutual agreement, a position equivalent to the previous position or if neither of the former is available to utilize Article 8.

- a) No employee shall be involuntarily transferred.

5.6 **Leave During Probation**

When an approved leave of absence has been taken during probation, the employee will be required to serve the additional time upon return.

5.7 **Completion of Probation**

Upon successful completion of a probationary period, the employee shall be appointed to permanent status, and the employee will be so informed in writing.

When the employer does not terminate or fail the employee or extend probationary period before the end of her probationary period, she will be deemed to have become a permanent employee in that position and classification.

5.8 **Termination While On Probation**

Should the Employer decide to terminate the employee, the employee will be given the reasons, in writing, prior to termination. The employee will be given an opportunity to respond.

5.9 **Seniority Lists**

- a) The Employer shall maintain a seniority list of all employees showing the date hired. Such list shall be sent to the Local Union by October 31<sup>st</sup> and remain posted on the bulletin board for the balance of the year.

- b) The list will be open to challenge for a period of 30 calendar days from the date of posting and on presentation by the employee or Union of proof of error, the roster shall be corrected within 10 working days and an amended roster shall be posted.

5.10

### **Loss of Seniority**

An employee shall lose all entitled seniority and shall be deemed to have terminated employment when:

- a) An employee is dismissed by the Employer for just cause and not reinstated.
- b) An employee voluntarily resigns or leaves the service of the Employer.
- c) An employee fails to return to work after termination of a leave of absence, unless the employee can show a justifiable reason for failure to report to work.
- d) An employee has been continually laid-off due to lack of work for a period of eighteen (18) months.
- e) An employee has not worked for the employer for twelve (12) months.
- f) An employee is absent without authorization for a period of more than three (3) consecutive days.
- g) An employee resigns in writing and does not withdraw that resignation within five (5) calendar days of its submission.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

6.1

### **Definition of Grievance**

A grievance shall be defined as any unresolved difference or dispute between the Employer and any employee(s) or the Union pertaining to any of the following:

- a) Any matter relating to the terms of employment, conditions or employment, rates of pay, hours of work, or working conditions of any employee or employees under the provisions of this Agreement.
- b) Any matter involving the interpretation, application, or alleged violation of any provisions of this Agreement.

## 6.2

### **Stewards**

- a) The duties of a steward, when requested by the member(s) of the bargaining unit, shall be to represent the member(s) during all stages of the dispute, including 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 Executive Director or designate. Their absence shall not unreasonably interfere with the operation of the Employer. Approvals shall not be unreasonably withheld.

## 6.3

### **Names of Stewards**

The Union shall notify the Executive Director or designate in writing of the name of each steward.

## 6.4

### **Permission to Leave Work**

- a) Any employee who feels that she has been aggrieved or any employee with relevant grievance information shall receive permission from the Executive Director or designate to leave work temporarily without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is impossible to leave work immediately due to work requirements other arrangements shall be made on work time, as soon as possible.
- b) A steward or elected officer of the Union shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure. The matter shall be dealt with as promptly as possible while on work time.
- c) No employee, steward, or elected Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievance or complaints.

## 6.5

### **Guidelines**

- a) 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 be done through a meeting with the Executive Director.
- b) Both parties shall be required to provide full disclosure at each step of the procedure of all information available regarding the dispute.

- c) At any stage during the Grievance Process the time limits may be extended by mutual agreement between the parties.

6.6

### Procedures

- a) Step 1 – Filing a Grievance

Failing resolution of the dispute, the grievance shall be submitted in writing by the steward or SGEU on behalf of the aggrieved to the Executive Director within thirty (30) calendar days of failure of resolution at the local level.

- b) Step 2 – Meeting

Upon receipt of the Step 1 letter, the SGEU **Labour Relations Officer** within thirty (30) calendar days may request a meeting with the Executive Director. The meeting shall be scheduled within thirty (30) calendar days of the date of the request. Upon mutual agreement of the parties, additional meetings may be required.

The meeting will include the grievor, steward if available, the SGEU **Labour Relations Officer** and the employer representative(s). Whenever possible the meeting will occur during work hours. There shall be no loss of pay for the grievor and the steward.

The meeting will:

- i) attempt to ascertain the facts and negotiate a resolution
- ii) if possible, agree to a joint statement of facts
- iii) based on the meeting the SGEU **Labour Relations Officer** and the Executive Director may agree in writing to mediate the dispute

If settlement is not reached at the Step 2 meeting, the Executive Director shall render the decisions in writing within fifteen (15) calendar days of the meeting.

- c) Step 3 – Mediation

If settlement is not reached at Step 2, the SGEU **Labour Relations Officer** within thirty (30) calendar days may apply for Mediation.

- b) Step 4 – Arbitration

If settlement is not reached at Mediation the SGEU **Labour Relations Officer** within thirty (30) calendar days may apply for Arbitration.

6.7 **Special Measures**

Nothing in this Article precludes the parties from modifying the grievance procedure if another administrative step is required and agreed upon between the Employer and the Union.

Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance, mediation or arbitration proceedings.

6.8 **Deviation from Grievance Procedure**

After a grievance has proceeded to Step 1 by the Union, the Employer's representatives shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee.

6.9 **Failure to Act Within Time Limits**

Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to the limits.

6.10 **Technical Objections to Grievances**

It is not the intention of the employer or the Union to evade the settlement of grievances on a procedural technicality; however, it is clearly understood that the time limits established herein are for the sake of procedural orderliness and are to be adhered to.

6.11 **Changes to the Agreement**

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

6.12 **Access to Grievance Information from Employer**

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 7 MEDIATION-ARBITRATION**

7.1 **Mediation**

The best resolution to disagreements or disputes is a solution worked out between the parties.

The parties by mutual agreement may engage mediation services to resolve a grievance. The mediator will be agreed to by the Employer

and the Union, and the costs associated with the mediation process will be equally shared between the parties.

a) **Selection of a Mediator**

The parties will reach agreement on a mutually acceptable mediator as needed. If agreement cannot be obtained between the parties then either party can apply to the Minister of Labour to have a mediator appointed.

b) **Role of the Mediator**

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

c) **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.

No transcripts or records will be kept by the mediator other than the mediation occurred, when, where, the parties to the dispute and whether settlement was achieved.

Parties to the mediation will have the authority to conclude a settlement at mediation.

d) **Grievance Mediation Process**

The mediator will provide an introduction of the mediation process.

The process will be determined by the parties to the mediation with respect to the collective agreement, opportunities to comment, and meeting as a group or individually with the mediator.

If a settlement can be 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 resolution is unlikely.

## 7.2

### **Arbitration**

#### **a) Selection of an Arbitrator**

The parties will reach agreement on a mutually acceptable arbitrator as needed. If agreement cannot be obtained between the parties then either party can apply to the Minister of Labour to have an arbitrator appointed.

#### **b) Procedure**

The arbitrator shall fix a time and place of sittings, after consultation with the parties.

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 shall avoid legalistic or formal procedure.

No grievance shall be defeated by any formal or technical objection and 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, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

In the event that an employee is called as a witness in the arbitration hearing, the Employer shall grant leave and expenses which shall be applicable as follows:

- i) If called by the Employer, leave without loss of pay and expenses paid by the Employer.
- ii) If called by the Union, leave in accordance with Article 4.17 and expenses paid by the Union.
- iii) If called by the arbitrator, the parties shall share equally the costs.

#### **c) Decision of the Arbitrator**

The arbitrator shall render a decision within thirty (30) days of the end of the hearings.

The decision shall be final, binding and enforceable on all parties.

The arbitrator shall not have the power to change this 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 which the arbitrator deems just and equitable.

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision.

**d) Expenses of the Arbitrator**

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

**ARTICLE 8 LAY-OFFS AND RECALLS**

**8.1 Role of Seniority in Lay-Offs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of lay-off, employees shall be laid off in reverse order of their bargaining-wide seniority. An employee about to be laid-off may bump any employee with less seniority providing the employee exercising the right is qualified to perform the work of the less senior employee.

**8.2 Recall Procedure**

- a) Employees shall be recalled in the order of their seniority for their former position or any position for which they are qualified
- b) Employees who have been laid off shall have the right to refuse work that would constitute a demotion or temporary employment without loss of seniority.
- c) Employees who choose to take employment offered to them which would constitute demotion or temporary employment shall not lose their right to re-employment to positions equivalent to those from which they were laid off.
- d) An employee being recalled from lay-off shall be notified twenty-one (21) days in advance by registered mail, sent to his last known address.
- e) It shall be the responsibility of the laid-off employee to keep the Employer advised of his current address

8.3 **No New Employees**

No new employees shall be hired until those laid off have been given an opportunity of recall, subject to qualifications.

8.4 **Advance Notice of Lay-Off**

As per current Saskatchewan Labour Standards provisions

8.5 **Notice of Resignation**

Employees shall give two (2) weeks written notice of resignation.

8.6 **Options on Job Abolition**

An employee who has been notified of job abolition shall have the following options:

- a) to bump in accordance with Article 8.7
- b) to have his name placed on the re-employment list in accordance with Article 8.8
- c) to resign and collect severance pay in accordance with Article 8.10

An employee will notify the Employer in writing of the option he selected within seven calendar days of receiving notice of job abolition.

8.7 **Bumping**

An employee may use his seniority to bump the least senior employee in his classification. If there is no such junior employee, he may bump downward, if qualified, or bump laterally at his option. If the employee declines to accept a position offered through bumping, or if there is no position to bump into, the employee may select another option as per Article 8.6.

A trial period of three (3) months will be required for a permanent employee. In the event of any failure in the trial period the employee shall revert to the former position if available or access provisions outlined in Article 8.

8.8 **Re-employment List**

An employee who has elected to have his name placed on the re-employment list shall retain his seniority while on the list, and shall be entitled to apply for any position posted in accordance with Article 9.

If an employee is not re-employed within 18 months of being placed on the list, his name shall be removed from the list and he shall receive the

severance pay he would have received had he selected option (c) in Article 8.6 and in accordance with Article 8.10 (Severance Pay).

a) **Filling Vacancies from the Re-employment List**

A trial period may be served by an employee.

An employee who fails trial period shall be returned to the re-employment list for the balance of her time on the list.

**8.9 Out of Scope**

An employee shall have the right to return to their former position within one year of being appointed to an out of scope position and shall have all seniority restored.

**8.10 Severance Pay**

An employee whose job has been abolished or receives a lay-off notice or elects to resign under 8.6 (c ) shall be entitled to severance pay on the basis of one week's pay for each year of service. Service for the purpose of this Article shall be calculated in accordance with Article 5.1, but shall also include service pro-rated for partial years, and shall include service in both in-scope and out-of-scope positions, but shall not include time spent on the re-employment list.

**ARTICLE 9 JOB POSTING**

**9.1 Maximization of Part time positions**

As positions become vacant they shall be posted according to Article 9.5. Alternatively, at the request of the Manager they shall be reviewed by the Manager and the Union. With mutual agreement, non-related job functions may be separated and posted so that senior qualified part time employees may maximize their hours of work if they so choose, as long as the schedule of the posted job does not conflict with their existing position and total hours do not exceed full time hours.

In instances where schedules conflict, schedules may be adjusted with mutual agreement where appropriate, as long as they meet the needs of the operation. Such redistribution of hours shall not result in loss of net hours to the bargaining unit.

**9.2 Appointment of Senior Qualified Applicant**

All permanent full time, part-time or temporary positions shall be filled only in accordance with this Article. Any employee may apply for any vacancy, and if qualified shall be appointed to that vacancy. If there is more than one qualified employee in a competition, the most senior qualified employee shall be appointed.

9.3 **Union Notified of Successful Applicant**

The Employer agrees to notify the Local Union representative of the successful applicant(s) of any job posting.

9.4 **Right of Reversion**

An employee shall have the ability to return to their former position within one year of being appointed to an out of scope position and shall have all seniority restored. She shall receive her former rate of pay, subject to any increments she would have earned had she remained in her former position

9.5 **Position Designations**

All positions within the scope of this Agreement shall be designated as either:

- a) permanent full-time
- b) permanent part-time
- c) temporary
- d) casual
- e) project position

9.6 **Vacancies Shall be Posted**

Vacancies shall be posted in house for at least 10 calendar days unless the Employer and the Local Union agree to a longer or shorter period.

The employer and or Local Union shall inform employees of such posting where employees are on re-employment lists, are temporarily absent from work, are on vacation, sick leave, work out of house or are on leave of absence, etc. during the 10-day period. All vacancies shall be posted within thirty (30) days of becoming vacant.

9.7 **Information on Posting**

Job postings shall set out the following information:

- a) name of position
- b) position designation as per Article 9.5
- c) a brief description of position duties
- d) qualifications required

- e) salary
- f) location
- g) hours of work designation as per Article 10
- h) deadline for submission of applications

## **ARTICLE 10 HOURS OF WORK AND OVERTIME**

### **10.1 Hours of Work**

- a) Employees who work or are scheduled a minimum of 37 hours per week on a regular basis, subject to program requirements, shall be considered as full time employees for all purposes under the collective agreement.
- b) To meet the requirements of both the employees' and the Employer's needs, flexible hours may be requested by either party subject to mutual agreement. The parties will provide 48 hours' notice.
- c) Should the Employer see a need to reduce the hours of work in any program, they shall consult with the Union prior to implementing the change.

### **10.2 Rest Breaks**

The employees will be provided a 15 minute paid coffee break for every four hours worked.

Employees working at least 5.5 hours shall be provided with a 1/2 hour unpaid meal break. In the event the employee(s) is required to work during her meal period, such time will be re-scheduled within the shift, or banked at the applicable overtime rate if such time cannot be re-scheduled.

### **10.3 Less Than Full-time Hours of Work**

- a) Part-time and Casual employees shall work such hours as are assigned by Management within the provision Articles 10.1 and 10.2.
- b) Available hours of work shall be assigned to qualified employees on a rotation basis, first within the program area, then across all programs to maximize hours to those of full-time employees. The initial rotation shall be established based upon seniority.
- c) If no part-time or casual employee is able to work the available hours, or all part-time and casual employees have reached

full-time hours, the hours shall then be considered as overtime and be assigned to any available employee based upon senior qualified provision.

10.4 **Overtime Defined**

Overtime shall be defined as all authorized time worked in excess of the regular full time daily hours, days of rest, scheduled days off and designated holidays. Prior approval must be obtained from the Manager before any overtime is worked.

10.5 **Overtime at Time and One-Half**

Approved overtime work shall be compensated at the rate of time and one half (1 ½) of the regular rate of pay.

Upon the employee's request, the Employer may grant time off in lieu at the appropriate rate.

10.6 **Reporting for Work**

Any other than full time employee reporting for work or called in for work shall be paid a minimum of three hours at regular rate of pay.

10.7 **Minimum Call-Back**

Any other than a full time employee called back or called in to work for overtime shall be guaranteed a minimum of 3 hours pay at one and one half (1 ½) times the regular rate of pay.

10.8 **Overtime Voluntary**

Employees will not be required to work overtime.

10.9 **Banked Hours**

- a) Full time employees working approved scheduled overtime will be allowed to bank hours at 1.5 times, in lieu of receiving overtime pay.
- b) Employees that voluntarily work additional hours at SMILE Services Inc. fundraising events, e.g. Bingo, Parade, will be given time for time. These hours will be banked at straight time.
- c) The employees will not be allowed to accumulate banked hours in excess of thirty-two (32) hours.
- d) Banked hours can be used by employees at any time with written request and approval by the Manager.

- e) Banked hours must be used before the end of the fiscal year and may not be carried over into the next fiscal year except in special circumstances with approval of the Manager.

10.10 **Drivers**

The Employer shall post a schedule for all assigned hours of work for all Drivers, including the weekend Drivers, at least one month in advance. The schedule shall assign all hours known to be available at the time of preparation. As additional hours become available, if there is a requirement to provide coverage, they shall be assigned in accordance with Article 10.4.

**ARTICLE 11 LEAVE OF ABSENCE**

11.1 **Leave of Absence**

An employee may be entitled to a leave of absence without pay for a maximum of 12 months without loss of seniority and accumulated benefits when she requests such leave for good and sufficient reason. Such requests shall not be withheld unreasonably.

At the expiration of the leave, the employee shall return to work, and shall be reinstated to her former position. The employee may apply for a renewal of the leave, up to a maximum of one additional year, which may be approved at the employer's discretion.

When an employee elects to return to work before the expiration of leave approved under this Article, at least 21 calendar days' notice in writing shall be provided to the Employer. Upon return, the employee shall be placed in his or her former position, or an equivalent position.

11.2 **Continuation of Benefits**

While on leave in accordance with this Article, an employee shall retain full employment status under this collective agreement and the employee shall continue to maintain seniority during the period in which he or she would normally have been employed.

Subject to the qualifying provisions of the Benefits Plans, an employee on leave under this Article may elect to maintain pension and insurance benefits for the period in which he or she would normally have been employed, by paying his or her share of the premium. In advance upon payment by the employee of contributions, the employer will contribute as per the plan requirements.

11.3 **Failure to Return**

Should an employee not return to work at the end of the period of any leave approved under Articles 12, 13, 14 or 15, he or she shall be

deemed to have terminated employment unless satisfactory reason is demonstrated.

#### 11.4 **Court Duty**

Time spent on a scheduled working day by an employee serving as a juror or witness shall be considered as time worked at the appropriate rate of pay. All payments received by the employee from the Court shall be submitted to the employer. Any personal expenses will be reimbursed back to the employee. Notwithstanding, this article will not apply to any employee's personal legal proceedings.

### **ARTICLE 12 ANNUAL VACATION**

#### 12.1 **Definition**

Annual Vacation means annual vacation with pay. **Vacation leave credits are earned on a monthly basis.**

#### 12.2 **Annual Vacation Year**

The vacation year shall be the 12 month period commencing on the 1<sup>st</sup> of April each year.

- a) **Vacation leave credits shall be banked for the first year of employment.** At the discretion of the Employer vacation may be granted prior to completion of one year of employment. **Any vacation credits used during the first year of service shall be deducted from total accumulation.**
- b) Vacation request **shall** be submitted **in writing to the Manager** from January 1<sup>st</sup> to March 1<sup>st</sup>. Leave will be granted based on Seniority. Requests after April 1<sup>st</sup> will be granted on a first come, first served basis at the discretion of the manager who will respond within a two week period.
- c) The Manager may at his discretion approve leaves with less notice if operations permit.
- d) No employee shall be required to work during scheduled vacation. However, should an employee agree to work, the vacation period so displaced shall, at the employee's option, either be added to the vacation period or reinstated for use at a later date at a time mutually agreed upon.
- e) An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Manager.

## 12.3

### **Annual Vacation Credits**

Permanent employees are entitled to:

- a) An annual vacation of three (3) weeks after the first and including the tenth (10<sup>th</sup>) year of employment (3/52 of hours worked in a year).
- b) An annual vacation of four (4) weeks during and after the eleventh (11<sup>th</sup>) year of employment (4/52 of hours worked in a year).
- c) An annual vacation of four (4) weeks, eight (8) hours during the twentieth (20) year of employment (5/52 of hours worked in a year).
- d) An annual vacation of four (4) weeks, sixteen (16) hours during the twenty-first (21) year of employment (5/52 of hours worked in a year).
- e) An annual vacation of four (4) weeks, twenty-four (24) hours during the twenty-second (22) year of employment (5/52 of hours worked in a year).
- f) An annual vacation of four (4) weeks, thirty-two (32) hours during the twenty-third (23) year of employment (5/52 of hours worked in a year).
- g) An annual vacation of four (4) weeks, forty (40) hours during the twenty-fourth (24) year of employment (5/52 of hours worked in a year)

## 12.4

### **Carry-over of Annual Vacation**

An employee shall be permitted to carry over up to one week (5 days) of unused vacation from one year to the next. A written request will be submitted by the employee between January 1st and March 1st as per Article 12.2 a). In special circumstances, or certified illness, the Manager may approve the carry-over of additional vacation. This additional vacation must be taken during the year in which it was approved to be used.

## 12.5

### **Annual Vacation Pay on Termination**

An employee leaving the service of the Employer at any time in the vacation year before the employee has taken vacation shall be entitled to a proportionate payment of salary in lieu of such earned vacation. The pay rate used will be the employee's rate of pay in effect on her termination date.

12.6 **Cancelling of Approved Vacation Leave**

Where the employer cancels an employee's approved vacation leave and such cancellation causes the employee and/or her family member(s) to lose or forfeit travel deposits or fares, the employer will reimburse the employee to the extent of such loss.

12.7 **Sickness During Vacation**

When an employee qualifies and is approved for sick leave, bereavement, or any other approved leave during the employee's vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall, by mutual agreement between the employer and the employee, be either added to the vacation period or reinstated for use at a later date. Substantiation of all claims for deferred vacation must be provided, if requested.

12.8 **Designated Holiday during Vacation Leave**

When any holiday designated in Article 16 falls during an employee's annual vacation, she shall be granted appropriate additional vacation.

12.9 **Vacation Pay for Less than Full Time**

Vacation pay shall be pro-rated for all employees working less than full time.

12.10 **Vacation Pay on Overtime Earnings**

An employee shall receive together with her payment for overtime earnings, vacation pay at the rate specified in Article 12.3.

**ARTICLE 13 SICK LEAVE**

13.1 **Definition**

Sick leave means the period of time a permanent full time or permanent part time employee is absent from work with pay by virtue of being sick or disabled or attending to medical care appointments, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

13.2 **Sick Leave Credits**

- a) Sick Leave credits shall be earned on the basis of one and one-quarter (1 ¼) days per month of service. (e.g. 10 hours per month based upon an 8 hour day).

- b) Permanent part-time employees shall earn sick leave credits based upon the following formula:  
  
Regular hours worked X 0.0577= earned Sick Leave Credits
- c) Casual employees shall not earn sick leave credits.
- d) Any unused days shall be accumulated from year to year to a maximum of 90 days. Any employees who have exceeded the ninety days at the date of signing, shall not accumulate until their sick leave entitlement has reduced to below ninety.
- e) Employees laid off and then re-employed with the Employer shall be reinstated with the sick leave credits they had before lay-off.

13.3 **Sick Leave Records**

An employee's accumulated sick leave credits shall be made available to each employee(s) upon request.

13.4 **Sick Leave during Leave of Absence**

When an employee is given a leave of absence without pay for any reason or is laid off and returns to work, upon expiration of the leave of absence or layoff, he or she shall retain his or her existing accumulated credits at the time of such leave or lay off.

13.5 **Leave of Absence While Sick**

In cases where employees are sick beyond their accumulated sick credits the employee may access STD and LTD benefits as provided in Letter of Understanding #1 Employee Benefits. For employees who are ineligible for these benefits, the employer may grant a leave of absence without pay until the employee is able to return to work or for a period of one (1) year. The employee may elect to use vacation credits or banked time. Such leave shall be reviewed annually.

13.6 **Medical Certificate**

The Manager may require an employee to provide a doctor's certificate when absence is for more than three days. Such requests will be requested during such illness. If the employee's physician charges the employee for producing the certificate, the Employer will reimburse the employee. Where the employer doesn't request a doctor's note there will be no reimbursement.

## **ARTICLE 14 EMPLOYEE CRISIS LEAVE**

**When an employee is required to seek emergency shelter from domestic violence, the employee shall be entitled to draw up to three (3) days of unexpended sick leave, or access her pressing necessity leave, or vacation leave. An employee who has expended all available paid leave may be granted a leave of absence without pay.**

## **ARTICLE 15 BEREAVEMENT LEAVE AND PRESSING NECESSITY**

### **15.1 Bereavement Leave**

Bereavement Leave with pay shall be granted to an employee, such leave to apply in death of an employee's domestic partner, brother, sister, parent, child, grandparents, grandchild, or any other such person with whom a close relationship is maintained. Such leave shall consist of up to three (3) days. Employee may request to extend leave by use of banked time or vacation, or unpaid leave of absence.

### **15.2 Pressing Necessity Leave**

Pressing Necessity shall be defined as any circumstance of a sudden or unusual nature that could not by the exercise of reasonable judgment have been foreseen by the employee and which requires the immediate attention of the employee.

An employee shall be granted leave with pay for pressing necessity not exceeding three (3) days per fiscal year to be taken from their sick leave entitlement. The employee may use banked time or vacation leave if sick time is not available or if additional time is required.

### **15.3 Family Care Leave**

- a) An employee who is unable to make arrangements outside of scheduled work time to care for a family member shall be granted time off with pay to a maximum of 24 hours per calendar year. The time off will be deducted from the employee's sick leave accumulation.
- b) Upon request, the employee will be required to show proof of the use.
- c) Where an employee is unable to make the arrangements outside of work time for any ongoing treatment or medical investigation, employees shall have access to sick leave credits.

- d) Where an employee does not have sufficient sick time credits to cover the request, employees will be encouraged to use banked time first, and then available vacation credits, or unpaid leave of absence.

**ARTICLE 16 MATERNITY, PATERNITY & ADOPTION LEAVE**

**16.1 Maternity Leave/ Paternity Leave/Adoption Leave**

An employee shall be granted leave without pay up to 1 year in the event of maternity, paternity or adoption under the conditions of current Saskatchewan Labour Standards Act and any amendments thereto. Where a doctor's certificate is provided stating that a longer period of time is required an extension shall be allowed.

**16.2 Return to Work**

Upon return from such leave the employee shall be reinstated in their former position or in a comparable position, subject to qualifications. Such employee is entitled to their previous rate of pay without loss of benefits, increments or seniority.

**16.3 Non-Discrimination**

The Employer shall not dismiss or lay-off an employee who has applied for or has been granted leave in accordance with this Article.

**ARTICLE 17 DESIGNATED HOLIDAYS**

**17.1 Designated Days**

Leave of absence with pay shall be allowed for: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and one other day per year as mutually agreed upon by each employee and her manager.

**17.2 Falling on a Weekend**

All employees, whose regular weekly days off are Saturday and Sunday on a permanent basis, the following rules shall apply:

When any of the above holidays falls on a Saturday or Sunday, the manager shall designate another working day, either the preceding Friday or the following Monday to be observed as the holiday in lieu thereof.

For all employees whose regular weekly days off are not Saturday and Sunday the holiday will be observed on the day it occurs.

17.3 **Time Worked on Designated Holidays**

Authorized time worked on a designated holiday shall be compensated at 1 & ½ times the regular rate of pay.

17.4 **Overtime on Statutory Holiday**

Employees required to work overtime on a designated holiday shall be paid double (2x) the regular rate of pay for all overtime hours worked unless banked under Article 10.8 c).

**ARTICLE 18 PAY ADMINISTRATION**

18.1 **Rates of Pay**

The employer shall pay salaries and wages in accordance with Schedule "A", attached hereto, and shall form part of this Agreement.

18.2 **Payment Periods**

Employees shall be paid monthly. Upon request, advances may be provided prior to vacation periods. Mid-month advances may be granted upon request by employees. Employees shall receive a statement showing period worked, gross salary earned, all deductions there from, and for what purpose.

18.3 **Annual Increments**

Employee will earn increments based on hours served. Permanent employees will be provided with an increment for every 2080 hours worked. Permanent part-time employees will earn ½ increments for every 1040 hours worked.

18.4 **In-Hiring Rates of Pay**

New employees shall be hired at the minimum of the range, provided however, that with the prior approval of the Union, the in-hiring rate on original employment may be at a rate above the minimum, in those instances where no qualified person can be secured at the minimum rate.

18.5 **Job Descriptions**

- a) The Employer shall prepare job descriptions for all current and newly created positions within the scope of the Union.
- b) All job descriptions are subject to the agreement of the union. Any disputes on a job description shall be referred to arbitration as per Article 7 if the parties cannot find a resolution.

- c) Copies of all Job Descriptions shall be maintained and be made available to staff upon their request.
- d) Copies of all Job Descriptions shall be provided to Union.

## **ARTICLE 19 ALLOWANCES AND OTHER PAYMENTS**

### **19.1 Accommodation and Meals**

When accommodations, meals, or other sundry expenses are not provided, employees shall be allowed expenses in the following basis when away from headquarters on authorized employer basis:

#### **a) Accommodations**

Hotel - Actual and reasonable charges supported by a receipt. The Employer must pre-approve charges.

#### **b) Meals**

Meals - Reasonable charges supported by a receipt to a maximum as outlined below:

Per diem allowance: \$45.00

For partial days:

Breakfast \$10.00

Lunch \$15.00

Supper \$20.00

The above rates include GST and meal gratuities.

Where a charge is made for a banquet, it will be in lieu of the meal rate provided for that meal.

### **19.2 Vehicles**

- a) When a staff member is requested by the Employer, and agrees to use her own vehicle, mileage will be paid at the rate of **42** cents per kilometre.

This rate shall remain in effect for the term of the Collective Agreement, however, should prices change significantly, either party may give to the other thirty (30) days' notice of their intent to re-open discussions on this Article.

- b) No employee is required to provide a vehicle as a condition of employment.

- c) Where employees use their vehicle on a regular basis to transport clients, the employer will pay for professional interior vehicle cleaning upon proof of need and prior authorization by the manager and presentation of receipt or invoice.

## **ARTICLE 20 RIGHT TO HAVE A STEWARD**

Every employee has the right to be represented by a Union Steward of his/her choosing or Union Staff Representative at any meeting with the Employer or investigative proceeding which might lead to discipline.

- a) Where the Employer intends to meet with an employee for disciplinary purposes, the employee shall be so 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 member will be given sufficient time to arrange union representation and if necessary to schedule for a later date
- b) An employee may choose to waive the right to Union representation. This shall be done so in writing. If at any time during the meeting the employee chooses to rescind the waiver, the employee shall be given sufficient time arrange Union representation, which may result in reconvening the meeting at a later time or date.
- c) Notwithstanding Article 19 ii), should the employer deem the situation serious, the employer reserves the right to not accept the waiver and contact the **Labour Relations Officer**.
- d) Failure of the Employer to provide the right to Union representation shall render all resulting discipline null and void.

## **ARTICLE 21 PROGRESSIVE DISCIPLINE**

- 21.1
  - a) Both parties agree that the Employer will endeavour to resolve problems with respect to employee performance through discussion and consultation prior to the initiation of disciplinary action.
  - b) The Employer and the Union recognize the difference between discipline and constructive job coaching, and nothing is intended to restrict the Employer's right to counsel the employee.
  - c) 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, except in the case where the employee has been suspended or dismissed.

## 21.2 **Principles of Progressive Discipline**

The parties to this Agreement recognize the steps and principles of progressive discipline:

- a) verbal (oral) reprimand
- b) written reprimand
- c) suspension
- d) dismissal

## 21.3 **Verbal (Oral) Reprimand**

The Employer will notify the employee a minimum of 24 hours prior to receiving reprimand and will advise the employee and or Steward of the reason for the reprimand prior to the meeting. Any verbal reprimand will occur within 15 days of the Employer becoming aware of the situation.

## 21.4 **Letter of Reprimand**

If an employee displays no change in action/behaviour to the verbal reprimand, the Manager may reprimand that employee by means of a letter of reprimand within thirty (30) calendar days of the event of the complaint. Such letters shall become part of an employee's record. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. Letters of reprimand will be forwarded to the Union unless otherwise specified by the employee in writing.

## 21.5 **Suspension**

If there is no positive response from an employee, the employee will be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included. A copy will be supplied to the Union.

## 21.6 **Dismissal**

Dismissal shall be effected by the Manager for just cause. The employee and Union shall receive written notice of the action which shall include a statement of the reasons for dismissal. A steward or paid Union staff will be present at all dismissal meetings

## 21.7 **Reinstatement of Rights**

An employee who has been suspended, demoted or dismissed without just cause, shall under this Article, upon re-instatement, receive all rights and benefits retroactive to the date of the suspension, demotion or dismissal.

21.8 **Burden of Proof**

In all cases of discipline the burden of proof shall rest with the employer

21.9 **Records of Employees**

Employees shall have the right to review and copy specific documents from their personnel file. Employees have the right to have their written response to disciplinary action placed on their personnel file. A Union representative, with the written authorization of the employee and with reasonable notice to the Employer, shall have access to the file, in the presence of the employer.

Records of disciplinary action on an employee's personnel file may not be used after 12 months, unless there are disciplinary documents of equal or greater severity placed on the employee's file within that 12 month period.

**ARTICLE 22 HARASSMENT**

22.1 The Union and the Employer recognize the right of Employees to work in an environment free of harassment, and will work jointly to achieve that goal. The Employer and the Union shall have in place a harassment policy which shall be jointly reviewed regularly and revised as deemed appropriate. The policy shall be posted in the workplace on the Occupational Health and Safety Bulletin Board.

**ARTICLE 23 UNION/MANAGEMENT COMMITTEE**

23.1 **Union Management Meetings**

A joint labour/management committee shall be struck, and shall be composed of two representatives of the Employer and the Local Union.

The functions of the committee will be to discuss and resolve any issues, problems or concerns of mutual interest.

The committee shall meet every other month, or more often as needed. The meetings will be scheduled on regular working time if possible. If meetings are scheduled outside of regular working hours, employees will be paid at straight time.

**ARTICLE 24 OCCUPATIONAL HEALTH AND SAFETY**

24.1 **OH&S Committee**

The parties agree to establish an Occupational Health & Safety Committees as per existing legislation. It is further agreed that **The**

**Saskatchewan Employment Act** form this part of the collective agreement.

24.2 **First Aid/CPR Training**

The employer shall make the provision of facilities and training for first aid and CPR, taking into account the nature of the work performed by employees and the proximity of medical assistance.

**ARTICLE 25 NOTICE TO RE-NEGOTIATE**

25.1 **Duration**

This agreement shall be binding and remain in effect from January 1, **2017** to December 31, **2019**, and shall continue from year to year thereafter unless either party gives to the other party, notice in writing, that it desires the contract's termination or amendment.

25.2 **Wage Re-opener**

The employer shall provide full disclosure to the Chair of the Bargaining Unit within ninety (90) days of any new or additional funds from the Government of Saskatchewan or any other funding agent received designated for wages which is over and above what has already been budgeted.

Within thirty (30) days following notification, either party may serve notice to discuss amendments to the wages and/or benefits contained within this Collective Agreement.

25.3 **Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

25.4 **Notice to Bargaining**

Either party may, not less than **sixty (60)** days nor more than **one hundred and twenty (120)** days prior to the expiry date of this Agreement, give notice in writing to the other party to negotiate a revision thereof. Both parties shall adhere to the terms of this Agreement during collective bargaining. **Upon receipt of notice the parties shall immediately engage in collective bargaining.**

At the commencement of negotiations, each party shall provide to the other with its proposals to amend the Agreement, and neither party may later add new proposals without the other's consent.

25.5

**Agreement to Continue in Force**

Where written notice has been given pursuant to Article 24.4, the provisions of this agreement will remain in effect until a new Agreement is concluded.

**APPENDIX A**  
**RATES OF PAY**

<b>Full time Employees</b>	<b>Start</b>		<b>1 year</b>		<b>2 years</b>		<b>3 years</b>		<b>4 years</b>
<b>Part time Employees</b>		<b>1040 hrs</b>	<b>2080 hrs</b>	<b>3120 hrs</b>	<b>4250 hrs</b>	<b>5290 hrs</b>	<b>6330 hrs</b>	<b>7370 hrs</b>	<b>8410 hrs</b>
January 1, 2017	13.42	14.22	15.01	16.18	17.37	17.77	18.17	18.96	19.76
January 1, 2018	13.55	14.36	15.16	16.34	17.54	17.95	18.35	19.15	19.96
January 1, 2019	13.69	14.50	15.31	16.50	17.72	18.13	18.53	18.96	20.16

**LETTER OF UNDERSTANDING #1**

**EMPLOYEE BENEFITS**

The provisions of the current benefit plan will remain in place. The coverage and premiums paid will be in effect at the date of signing.

Full disclosure of all information regarding benefits plan and cost of benefit plan will be shared between the parties.

Either party may give 90 days' notice to the other, to re-open discussion on this Letter of Understanding.

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

Signed on behalf of:  
SMILE Services Inc.

Original Signed by

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Garry Hoffart  
Chair of the Bargaining Unit

Original Signed by

---

Art Beselt  
Executive Director

Original Signed by

---

Deborah Fernandez  
Bargaining Committee

Original Signed by

---

David Hickie  
SMILE Board Chair

Original Signed by

---

Jennifer Neff  
Bargaining Committee

Original Signed by

---

Shirley Thera  
Board of Directors

Original Signed by

---

Kathy Cook  
Labour Relations Officer

Original Signed by

---

Leroy Schlamp  
Board of Directors

May 18, 2017

**LETTER OF UNDERSTANDING #2**

**TRANSPORTATION SERVICES WEEKEND HOURS OF WORK**

Effective the date of signing of this Collective Agreement, the weekend hours of operation of the Transportation Services shall be as deemed appropriate by the Employer.

Drivers shall be available for all pre-booked runs between 5:00 p.m. and 8:00 p.m. on Friday. If required for a run, they shall be paid a minimum of three (3) hours.

Drivers shall also be available for all pre-booked runs between 8:00 a.m. and 8:00 p.m. Saturday and Sunday and all in-coming bookings during scheduled hours of operations. Drivers shall be guaranteed twelve (12) hours pay for each assigned Saturday and Sunday block. All hours worked beyond the guarantee shall be paid at straight time.

The Employer agrees to maintain a minimum of two (2) permanent part-time Driver positions as well as a number of casuals. Drivers shall be assigned weekend work on a rotational basis. Additional hours/shifts shall be assigned on rotation. The initial rotation shall be determined on the basis of seniority.

Should a full-time Driver not be available for their scheduled hours, and it is required to fill the hours, weekend Drivers shall be offered those available hours, up to the weekly full-time hours in accordance with Article 10.4.

This Letter of Understanding shall remain in effect for the term of this Collective Agreement, however at any time after six (6) months following the effective date, either party may give to the other ninety (90) days written notice of their intent to reopen discussions on this Letter.

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

Signed on behalf of:  
SMILE Services Inc.

Original Signed by  
\_\_\_\_\_  
Garry Hoffart  
Chair of the Bargaining Unit

Original Signed by  
\_\_\_\_\_  
Art Beselt  
Executive Director

Original Signed by  
\_\_\_\_\_  
Deborah Fernandez  
Bargaining Committee

Original Signed by  
\_\_\_\_\_  
David Hickie  
SMILE Board Chair

Original Signed by  
\_\_\_\_\_  
Jennifer Neff  
Bargaining Committee

Original Signed by  
\_\_\_\_\_  
Shirley Thera  
Board of Directors

Original Signed by  
\_\_\_\_\_  
Kathy Cook  
Labour Relations Officer

Original Signed by  
\_\_\_\_\_  
Leroy Schlamp  
Board of Directors

Signed this 18<sup>th</sup> day of May, 2017.

## SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and SMILE Services Incorporated 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 18<sup>th</sup> day of May, 2017.

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

Signed on behalf of:  
SMILE Services Inc.

Original Signed by

---

Garry Hoffart  
Chair of the Bargaining Unit

Original Signed by

---

Art Beselt  
Executive Director

Original Signed by

---

Deborah Fernandez  
Bargaining Committee

Original Signed by

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David Hickie  
SMILE Board Chair

Original Signed by

---

Jennifer Neff  
Bargaining Committee

Original Signed by

---

Shirley Thera  
Board of Directors

Original Signed by

---

Kathy Cook  
Labour Relations Officer

Original Signed by

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Leroy Schlamp  
Board of Directors