

HELP HOMES OF REGINA

April 1, 2008 –
March 31, 2010

COLLECTIVE AGREEMENT

SGEU

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

HELP HOMES OF REGINA

AND THE

**SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5068**

APRIL 1, 2008 TO MARCH 31, 2010

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H.E.L.P. HOMES OF REGINA

ARTICLE 1 PURPOSE

WHEREAS it is the desire of both parties of this Agreement:

- a) To provide a consistent and caring environment of high quality to the residents.
- b) To encourage efficiency and safety in operations.
- c) To maintain and improve harmonious relations between the employer and the employees.
- d) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

ARTICLE 2 INTERPRETATION

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

Union - means the Saskatchewan Government and General Employees' Union representing the employees of H.E.L.P. Homes of Regina.

Employer - means H.E.L.P. Homes of Regina.

Employee or Employees - means a person to which the terms of this Agreement apply as indicated in Article 2.

Executive Director - means the Executive Director of H.E.L.P. Homes of Regina.

Promotion - means the movement of an employee from a position in one class to a position in another class with a higher maximum salary.

Demotion - is defined as the movement of an employee from a position in one class to a position in another class with a lower maximum salary.

Transfer - means the movement of an employee from one position to another in the same or different class with the same maximum salary.

Plural or Masculine/Feminine Terms May Apply: Wherever the feminine gender is used in the Agreement, it shall be considered as if the masculine gender has been used and whenever the singular term is used in this Agreement, it shall be considered as if the plural has been used where the context of the intent of the clause so required or vice versa.

Permanent Employee - means an employee who has successfully completed probationary period on initial appointment.

Position Classification Plan - means and indicates the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.

Spouse – mean

- 1) the wife or husband of a person or
- 2) a person with whom that person cohabits and has cohabited as spouses continuously for a period of not less than two years; or in a relationship of some permanence, if they are the parents of a child.

Immediate Family – for the purposes of Article 16.06 (Dependent Care Leave) shall mean daughter, son, parents, spouse, spouse's parents or any person who is a legal dependant.

Scheduled Day to Work - for the purpose of Article 13 and 14 a scheduled day to work is a day that, after an employee's last shift, they are scheduled to work again on that day. A scheduled day off is when an employee is not scheduled to work again that day or is not scheduled to work at all.

ARTICLE 3 SCOPE

3.1 The terms of this Agreement shall apply to all employees of the employer excluding the following:

Administrative Assistant
Executive Director
Assistant Executive Director
Contract workers hired for a specific project for a period not to exceed 6 months

All new positions are considered in scope until negotiated otherwise with the Union.

ARTICLE 4 UNION SECURITY

4.1 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 3.01. The employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the conditions of work, hours of work, and any other matters which may be mutually agreed upon as being proper subjects for negotiation.

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 names of its officers. The employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business.

4.2 Work of the Bargaining Unit

Except in the cases mutually agreed upon (as in 3.1) 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.

4.3 Non Discrimination

The employer and the Union agree that there shall be no discrimination by reason of age, race, creed, colour, sex, political activity, religious affiliation, marital status or sexual orientation nor by reason of membership or activity in the Union.

The employer and the Union agree that, when hiring, all other factors being equal, priority be given to persons whose presence would contribute to the maintenance of our social, racial and gender balance.

4.4 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 an employer's business shall not be considered a violation of this Agreement, except where health and safety of the clients or operation of the home are concerned, 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.

4.5 **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, 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.

4.6 **Check-Off**

The employer agrees to deduct on behalf of the Union when requested in writing and accompanied by signed authorization cards, all initiation fees, monthly dues, from and on behalf of all employees who are members of the Union from the employee's pay cheque each month. The employer shall remit such deductions to the Executive Director of Operations of the Union prior to the tenth day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made.

4.7 **Monthly Statement**

A monthly statement shall also be forwarded to the Executive Director of Operations showing the names of all new employees covered by this Agreement hired during the month, their date of hire, and the names of all employees who have terminated employment and their date of severance.

4.8 **Income Tax (T-4) Slips**

At the same time that Income Tax (T-4) slips are made available, the employer shall type the amount of union dues paid by each union member on their T-4 slip.

4.9 **New Employees**

The employer agrees to inform new employees that a Collective Agreement is in place, with the conditions of employment, dues and check-off.

A representative of the Union shall be given one hour of time during working hours within the first two (2) weeks of employment, wherever possible, to acquaint new members with the benefits and duties of union membership and signing dues deduction authorization cards, etc.

4.10 **Temporary Out-of-Scope Appointment**

An employee who is temporarily filling an out of scope position shall continue to have union dues deducted from her pay cheque but shall not be entitled to any benefits or rights afforded by this Agreement except for accumulation of seniority.

No employee shall be appointed to an out of scope position without her consent except in cases of emergency.

4.11 **Union Access**

An authorized representative of the SGEU shall be permitted to negotiate with the employer during working hours for the settlement of disputes and grievances of employees.

4.12 **Bulletin Boards**

The employer shall make available to the Union a bulletin board in each staff office 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.

There shall also be an opportunity made available to announce union meetings at all staff meetings.

4.13 **Information by Notice**

Employees shall be informed by notice of rules, motions, resolutions, bylaws and regulations adopted by H.E.L.P. Homes of Regina which relate to working conditions, staff, or matters covered by this Agreement.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 **Stewards**

The employer agrees to recognize that the duties of a steward shall be to assist any employee whom the steward represents, in preparing and presenting her grievance in accordance with the Grievance Procedure.

5.2 **Names of Stewards**

The Union shall notify the employer's representative(s) in writing of the name of each steward.

5.3 **Grievance Committee**

The stewards elected by the Union shall constitute the Union Grievance Committee.

5.4 **Handling Grievances During Working Hours**

A Steward, Officer or Grievance Committee member of the Union has the right to request permission from the Executive Director to leave assigned duties for a reasonable period in order to discuss any grievance with the appropriate representatives of the Employer. Such Steward, Officer or Grievance Committee member shall not suffer any loss of pay or other benefit for the time so spent. Time spent shall not necessitate the hiring of extra staff.

5.5 **Procedure**

It is agreed that all differences between the parties to and, or the persons bound by the Collective Agreement or on whose behalf of this Agreement has been entered into concerning its meaning, interpretation, application, or violation, shall be settled in accordance with the grievance and arbitration procedure provided below, without stoppage of work by the Union or lockout by the employer.

Step One

The grievance shall be submitted in writing by the Union on behalf of the aggrieved to the Executive Director or her designate within thirty (30) calendar days of discovery of cause for a grievance. The Executive Director or her designate shall render a decision in writing within thirty (30) calendar days of receipt.

In all instances, a copy of the grievance shall be submitted concurrently to the Executive Director or her designate and to the Executive Director of Operations of the Union.

Step Two

If a satisfactory settlement cannot be affected at Step 1, the Union may, within fifteen (15) calendar days, submit the grievance to the Chairperson of the Board or designate who will render a decision in writing within thirty (30) days of receipt of the grievance at Step 2.

Step Three

Failing satisfactory settlement of the grievance at Step 2, the matter may be referred to arbitration by the Union within thirty (30) calendar days.

5.6 **Grievance Process**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article shall be used to initiate the grievance.

5.7 **Deviation from Grievance Procedure**

After a grievance has been initiated 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.

5.8 **Extension of Time Limits**

Once the grievance has been submitted in writing, the time limits may be extended by mutual written agreement.

5.9 **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 and must be written and signed by both parties.

5.10 **Access to Grievance Information from Employer**

The employer agrees to provide to the Grievance Committee relevant information regarding the grievor when requested in writing and accompanied by signed authorization of the grievor(s) concerned.

ARTICLE 6 ARBITRATION

6.1 **Establishment and Composition of an Arbitration Board**

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the Agreement. The name of the person appointed to the Board by the applicant shall be included.

Within fifteen (15) calendar days of receiving the notice, the party receiving notice shall furnish the name of its appointee to the Arbitration Board. If no appointment is made, the Minister of Labour shall be requested to make the appointment.

Within fifteen (15) working days of the appointment of the second person, the two appointees shall appoint a third member of the Board who shall be the Chairperson. If the two appointees fail to agree within the time limit, the Chairperson will be selected from the panel of arbitrators (as in Article 6.5).

6.2 **Procedure of an Arbitration Board**

The Chairperson of the Board shall fix the time and place of sittings after consultation with the other members and notify the parties.

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

Witnesses shall be paid by the party calling them. Board witnesses' cost shall be shared equally by the parties.

6.3 **Decision of an Arbitration Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

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

The Board shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson to reconvene the Board to clarify the decision, which it shall do within eight (8) days.

6.4 **Expenses of an Arbitration Board**

Each party shall pay the fees and expenses of the arbitrator it appoints. The fees and expenses of the Chairperson and any other common expenses, shall be shared equally by both parties.

6.5 **Selection of Arbitrators**

Either party shall put forward a name to act, as their nominees to a board of arbitrators within specified time limits as per Article 6.1.

The chairperson of the board of arbitration shall be selected by having both parties selecting a name. If they can't decide on a person to act as chairperson then the Minister of Labour will put forward a name.

ARTICLE 7 DISCIPLINE, SUSPENSION, DISMISSAL

7.1 Any employee may be dismissed or suspended but only for just cause, and only upon the authority of the employer.

7.2 Records of Employees

Personnel records of an employee shall be open to her scrutiny upon request and in the presence of the employer. A Union representative, upon request in writing by the employee, shall have access to the file.

7.3 Verbal Reprimand

Management 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 management becoming aware of the situation.

7.4 Letter of Reprimand

If an employee displays no change in action/behaviour to the verbal reprimand, the Executive Director shall reprimand that employee by means of a letter of reprimand to the employee 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.

7.5 Suspension

If there is still 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. Unless otherwise specified by the employee, a copy will be supplied to the Executive Director of Operations of SGEU

7.6 Dismissal

Dismissal shall be effected by the Chairperson of the Board or her designate. The employee shall receive written notice of the action which shall include a statement of the reasons for dismissal.

7.7 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the Grievance Procedure (Article 5). Step 1 of the Grievance Procedure shall be omitted in such cases.

7.8 Right to Have a Steward

A steward or local union officer shall have the right to consult with an SGEU staff representative and to have her present at any discussion with the supervisory personnel which is the basis of disciplinary action.

An employee shall have the right to have a steward present at such meetings if she so desires.

7.9 No Discipline

No employee shall be disciplined for bringing to the attention of the Executive Director or Board the conduct of a resident who that employee feels may be a threat to the health and safety of staff or other residents.

7.10 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.

ARTICLE 8 SENIORITY

8.1 Definition

The seniority of an employee is defined as the length of service with the employer and based on number of hours worked.

8.2 Seniority Lists

The employer shall maintain a seniority list of all employees showing the date started and number of hours worked.

Such list shall be sent to the Union in August of each year and remain posted on the bulletin board for the balance of the year.

8.3 Loss of Seniority

Seniority shall be broken for the following reasons:

- a) When the employee quits voluntarily;
- b) When the employee is discharged and not reinstated under the Grievance or Arbitration Procedure;
- c) Failure to return to work without an acceptable reason to management following the completion of a leave of absence or within fifteen (15) days' notification by the employer to return to work following a lay-off, unless through sickness or other just cause.
- d) When the employee is not scheduled or available to work over a 6 months period.

8.4 Seniority for Contract Employees

Contract employees who performed the work of the bargaining unit and who subsequently become members of the bargaining unit will have all service time earned performing the work of the bargaining unit count as seniority.

ARTICLE 9 APPOINTMENTS AND STAFF CHANGES

9.1 Job Postings

- When
- a) a new position is created;
 - b) a vacancy occurs;
 - c) a job share position is approved;

the employer shall post notice of the position in the offices of each workplace and place notices in SLP office mail slots.

9.2 Information on Job Postings

The job postings 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.

9.3 Application Deadline

Applications must be received within two (2) weeks from the date of posting.

9.4 Waiver of Job Postings

Where the employer and the Union reach an agreement job postings may not be required.

9.5 **Notification of Successful Competition**

Following the closing date for the receipt of applications, the Employer shall notify the Union and any applicants within the Bargaining Unit of the appointment of the successful applicant.

9.6 **Promotions or Appointments to Permanent Staff**

Providing qualifications are sufficient to perform the required duties, the applicant with the most seniority in the bargaining unit shall be appointed to the position within thirty (30) days after the closing date of the bulletin. Qualifications shall include experience, education and ability to perform available work.

9.7 **Probationary Periods**

- a) Employees hired into full-time or part-time positions upon initial appointment shall serve a probationary period of six (6) months from the date of appointment.
- b) Employees hired on a casual basis shall serve a probationary period of three hundred (300) hours.
- c) Employees promoting shall serve an additional probationary period of six (6) months in their new position.
- d) Employees transferring to an equitable position shall serve a probation period of two (2) months.
- e) If the Employee is required to revert to her former position during this period, she shall receive her former rate of pay, subject to any increments she would have earned had she not vacated the position.

9.8 **Completion of Probationary Periods**

At the successful completion of the probation the employee shall be so informed in writing.

9.9 **Initial Probation**

During the initial probationary period, employees, if terminated due to general unsuitability, shall be restricted in their right to grieve that termination, to grieving violation of Article 4.3.

ARTICLE 10 JOB SECURITY

10.1 **Performance Evaluations**

Performance Evaluations shall not be used for disciplinary purposes.

10.2 **Long Term Disability**

- a) Employees who are on Long Term Disability or Workers' Compensation shall be given an unpaid leave of absence until they are fit to return to work to a maximum of two (2) years.
- b) Employees who are fit to return to work to a maximum of two (2) years shall be reinstated in their previous position or an equivalent position.
- c) Employees on such leaves shall maintain seniority during the term of the leave.

10.3 **Employer Amalgamation**

In the event the Employer merges or amalgamates with any other body, the Employer endeavours to ensure, within their capabilities, that the Agreement goes with the employees.

ARTICLE 11 LAY-OFFS AND RECALLS

11.1 **Definition of Lay-Off**

A lay-off shall be defined as reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

11.2 **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 a 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.

11.3 **Recall Procedure**

- a) Employees shall be recalled in the order of seniority.
- 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) Employees shall be given fourteen (14) days' notice of recall in written form.

11.4 **No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall.

11.5 **Advance Notice of Lay-Off**

Except for just cause other than shortage of work, no employer shall discharge or lay off an employee who has been in his service for at least three continuous months without giving that employee at least:

- a) one week's written notice, if his period of employment is less than one year;
- b) two week's written notice, if his period of employment is one year or more but less than three years;
- c) four week's written notice, if his period of employment is three years or more but less than five years;
- d) six week's written notice, if his period of employment is five years or more but less than 10 years;
- e) eight week's written notice, if his period of employment is 10 years or more."

11.6 **Notice of Resignation**

Employees will give two (2) weeks notice of resignation.

ARTICLE 12 HOURS OF WORK

12.1 **Full-Time Group Home Operator**

12.1.1 **393 Froom Crescent**

Monday through Thursday - 3:00 pm. to 8:30 am.
Friday through Sunday - 3:00 pm. Friday to Monday at 8:30 am.

12.1.2 **3014 Harding & 3335 Robinson**

Monday through Thursday - 3:00 pm. to 10:00 am.
Friday through Sunday - 3:00 pm. Friday to Monday at 10:00 am.

Froom, Harding and Robinson are two week rotating schedules.

12.1.3 **907 McCarthy Blvd. North**

Change to Home Operator Model. Tour of duty will be a two week rotating schedule.

Monday thru Thursday 3 p.m. until 8:30 a.m.
Friday thru Monday 3 p.m. until 8:30 Monday morning.

12.1.4

Tremaine House

Community Support Worker 1

Shift 1

Sunday through Thursday 11:00 pm. to 9:00 am.

Shift 2

1st week

Tuesday, Thursday, Friday 3:00 pm. to 11:30 pm.

Saturday and Sunday 11:00 pm. to 11:00 am.

2nd Week

Wednesday, Thursday, Friday 3:00 pm. to 11:30 pm.

Saturday and Sunday 11:00 am. to 11:00 pm.

Shift 3

1st Week

Wednesday, Thursday, Friday 3:00 pm. to 11:30 pm.

2nd Week

Monday, Tuesday, Thursday 3:00 pm. to 11:30 pm.

All 3 full time staff rotate over a 6 week period.

Community Support Worker 2

Shift 1

Thursday, Friday, Saturday 11:00 pm. to 9:00 am.

Shift 2

1st Week

Monday 3:00 pm. to 11:30 pm.

Saturday, Sunday 9:00 am. to 9:00 pm.

2nd Week

Friday 4:00 pm. to 10:00 pm.

Saturday and Sunday 9:00 am. to 9:00 pm.

Shift 3

Thursday, Friday, Saturday 11:00 pm. to 9:00 am.

12.2

Permanent Part-Time

Domestic/Direct Care

Normal Tour of Duty will be 20 hours a week on average. The hours of work shall be 6:30 a.m. until 10:30 a.m. Any changes to this schedule must have approval by the Executive Director or designate.

Program Assistant

Normal tour of duty will be 20 hours a week to a maximum of 80 hours a month. Schedule of hours will be determined by the Home Operator according to the needs of the residents. Hours will be flexible according to the needs of the residents.

Program Assistant I

Normal Tour of Duty will be 20 hours a week to a maximum of 87 hours a month. Schedule of hours will be determined by the Home Operator according to the needs of the residents.

Program Assistant II

Normal Tour of Duty will be 24 hours a week to a maximum of 108 hours a month. Schedule of hours will be determined by the Assistant Executive Director.

12.3 **Group Living Program Workers**

Monday thru Thursday 3:30 p.m. to 8:00 a.m.
Friday thru Monday morning 3:30 p.m. until 8:00 a.m.
This is a two-week rotating schedule

12.4 **Supportive Living Worker**

Employees shall work a 5/5 day rotation. Weekday shifts are considered six (6) hours per day, weekend shifts are considered nine (9) hours per day. Employees shall be on standby via pagers/cell phone for twenty-four (24) hours during their 5-day rotation.

If the SLP worker is required to be responsible for clients outside their normal caseload on their scheduled days of work, they shall be paid at the casual hourly rate of pay for a minimum of 3 hours for any call out.

12.5 **Program Hours of Work Changes**

Program hours of work arrangements can be changed by mutual agreement between the employees and the Employer. Changes will require ratification by the program members affected.

12.6 **Work on Scheduled Days Off**

Employees must acquire permission from the Executive Director/Employer prior to working on a scheduled day or hours off.

ARTICLE 13 OVERTIME AND TIME IN LIEU

13.1 Overtime Rate

Overtime shall be at a rate of 1.5 times the employee's regular rate of pay with a minimum rate being of 1.5 times the casually hourly rate of pay.

13.2 Time-In-Lieu

Employees may accumulate time in lieu of overtime payout and Statutory Holidays. T.I.L. is to be taken by the end of each fiscal year. If unused at the end of the fiscal year, it will be paid out at the employee's regular rate of pay or approved for carry-over by the Executive Director.

13.3 Work Exceeding Scheduled Hours

13.3.1 When an employee agrees to work in the capacity of their permanent position on a scheduled day of work, but over their regularly scheduled hours they shall either accumulate time in lieu or be paid at straight time.

13.3.2 When a full-time employee is required by the Employer to work in the capacity of his/her permanent position or attend meetings related to his/her permanent position or participate in employer required education on a scheduled day off, the employee shall be entitled to time in lieu at the rate of time and one half or be paid at a rate of time and one half at the employees regular rate of pay for a minimum of three hours.

13.3.3 Over time rates for CSW I, CSW II, SLP Workers and Program Assistants shall be applied when his/her scheduled hours of work, employer required education (training) or meeting hours exceed 40 hours in a week.

ARTICLE 14 CALL-IN FOR GROUP HOME OPERATORS

14.1 When a call-in of a group home operator is required, between the end of one shift and the beginning of the next, the Executive Director will call the employee scheduled to work the 3:00 PM shift on that day. If he/she is not available to start before 3 PM then the director shall call a casual staff.

ARTICLE 15 CASUAL STAFFING

15.1 Temporary Positions

Casuals may be used to fill the vacancy for not more than 60 days. If

the employer requires an extension, the union will be advised and provided the rationale.

15.2 Permanent Employees on Casual List

Permanent employees may exercise the option to let their name stand on the casual list.

15.3 Vacation Pay for Casuals

Vacation pay for casual employees shall be paid out monthly.

ARTICLE 16 STATUTORY HOLIDAYS

16.1 Definition

For the purposes of this Agreement the following shall be considered statutory holidays:

New Years Day	Good Friday
Easter Sunday	Victoria Day
Canada Day	Saskatchewan Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

16.2 Hours of Work on Statutory Holidays

Notwithstanding Article 12, statutory holidays falling on weekdays will be considered 24 hour shifts.

The minimum sum of money to be paid for a public holiday or for another day designated for observance of the public holiday by an employer to any employee who does not work on that day:

- a) where the employer pays to the employee the employee's regular wages for period that includes that day, is equal to those wages;
- b) in any other case, is the amount A calculated in accordance with the formula:

$$A = \frac{W}{20}$$

where W is the total of the wages earned by the employee during the four weeks immediately preceding the public holiday, exclusive of overtime.

16.3 Minimum Statutory Holiday Pay

The minimum sum of money to be paid for a public holiday or for another day designated for the observance of the public holiday by an employer to any employee who works on that day is the total of:

- a) the amount to which an employee would be entitled pursuant to 16.2; AND
- b) the amount of wages, calculated at a rate that is 1.5 times the employee's regular rate of wages, for the time worked.

16.4 Notice of Not Working a Statutory Holiday

The Executive Director will be responsible for casual staffing on statutory holidays when an employee provides at least two (2) weeks notice of their desire not to work on those dates. If all attempts to obtain casual staff are unsuccessful, and given that there is a casual roster in place, the employee will be required to work the statutory holiday. The Executive Director will provide forty-eight (48) hours notice of this.

ARTICLE 17 FLOATING HOLIDAY

17.1 Floating Holiday

The Parties to this agreement agree to fix the "floating holiday" annually on the third Monday in February. This day will be paid for at straight time to all full time employees (except those job sharing), whether scheduled or not.

Staff will be responsible for arranging replacement workers and informing the Executive Director

Recognizing that casual staff availability is not adequate to cover all staff who wish to take the floating holiday, permanent full time employees shall take the floating holiday as soon as casual staffing is next available.

ARTICLE 18 ANNUAL VACATION

18.1 Definition

Annual Vacation means annual vacation with pay.

18.2 Annual Vacation Year

The vacation year shall be the Employee's anniversary date of employment.

At the discretion of the Employer vacation may be granted prior to completion of one year of employment.

Requests for vacation shall be submitted in writing to Executive Director.

- a) If leave of five (5) or more vacation days is required, the employee must provide three (3) weeks notice and the Employer must approve/disapprove within one (1) week of the request.
- b) If leave of less than five (5) days is requested, the employee must provide two (2) weeks notice and the Employer must approve/disapprove within one week of the request.
- c) If proper notice is given and approved, as per a) and b), the Executive Director will be responsible for casual staffing.

18.3 Annual Vacation Credits

Permanent employees are entitled to:

- a) an annual vacation of 3 weeks after the first and including the fourth year of employment (3/52 of hours worked in a year)
- b) an annual vacation of 4 weeks during and after the fifth year of employment (4/52 of hours worked in a year)
- c) an annual vacation of 5 weeks during and after the twelfth year of employment (5/52 of hours worked in a year).

18.4 Carry-over of Annual Vacation

An employee shall be permitted to carry over up to one week of unused vacation from one year to the next. A written request will be submitted by the employee one month prior to the anniversary date.

18.5 Annual Vacation Pay on Termination

An employee leaving the service 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.

18.6 Unbroken Vacation

An employee shall be entitled to receive vacation in an unbroken period unless otherwise requested by the employee.

ARTICLE 19 REQUESTS FOR TIME OFF

19.1 Requests for the said time off must be submitted in writing to and approved by the Executive Director. No request shall be unreasonably denied.

The Executive Director is responsible for casual staffing when at least 48 hours notice is granted.

ARTICLE 20 JOB SHARE

20.1 **Definition**

The voluntary sharing of a permanent position in a structured manner by the permanent incumbent and a job share employee (non-incumbent) who works the remainder of hours not covered by the permanent incumbent.

The purpose of job sharing is to allow permanent full-time employees to work less than full time hours in their positions while maintaining permanent status and access to associated benefits.

Only the permanent full-time incumbent of a position can initiate a request to establish a job share arrange to reduce the hours of work.

20.2 **Limitations**

Percentage of hours requested to be job shared must not be greater than 50% of the applicant's regular hours of work.

20.3 **Procedures**

The permanent full-time employee submits a written proposal to the Executive Director stating:

- a) reason for job share
- b) percentage of hours to be shared
- c) duration of job share

The Executive Director determines whether the job share arrangement would be operationally feasible. Job share arrangements are not to be unreasonably denied.

20.4 **Duration**

An existing job sharing arrangements can be renewed for additional one year periods by following the same steps set out above

- E.g. employee applies, management approves.

20.5

Cancellation of Job Share

The permanent employee, or the Executive Director may terminate the non-incumbent position in the job share by providing thirty (30) working days written notice. Notice to terminate will be concurrently provided to the term employee and the Union.

By mutual agreement of the parties, the notice period to terminate the job share may be shortened; however, the Labour Standards Act provisions regarding notice of termination will apply regarding the term employee.

Notice period for Job-Share Arrangements (as per labour Standards) based on years of service:

- a) period of employment is greater than three months but less than one year – one week's written notice
- b) period of employment is one year but less than three years – two week's written notice
- c) period of employment is three years but less than five years – four week's written notice
- d) period of employment is five years but less than ten years – six week's written notice
- e) period of employment is ten years or more – eight week's written notice.

20.7

Benefits

Benefits contained in the Collective Agreement shall be pro-rated for each of the job share positions.

ARTICLE 21 SICK LEAVE

21.1 Definition

Sick leave shall be time off with pay to the extent the permanent employee has earned sick leave credits. Probationary staff may only access their sick leave credits for which they have earned.

21.2 Notification of Illness

The Employee is to notify the office immediately in case of illness.

21.3 Accumulated Sick Leave Credits

Community Support Worker II shall be granted 77 hours of sick leave annually on their anniversary date. Days taken in excess of 77 hours will be deducted. They may carry over annually 33 hours of sick leave per year. Sick leave may accumulate up to a maximum of 132 hours.

Group Home Operators shall be granted 209 hours of sick leave annually on their anniversary date. Sick days taken in excess of 209 hours shall be deducted.

They may carry over annually up to 95 hours of unused sick leave per year. Sick leave may accumulate to a maximum of 380 hours.

SILP workers shall be granted 88 hours of sick leave annually on their anniversary date. Days taken in excess of 88 hours will be deducted.

They may carry over annually over 40 hours of sick leave per year. Sick leave may accumulate to a maximum of 160 hours.

Program Assistants shall be granted 55 hours of sick leave annually on their anniversary date. Sick days taken in excess of 55 days will be deducted.

They may carry over annually up to 25 hours of sick leave per year. Sick leave may accumulate to a maximum of 100 hours

Community Support Worker 1 shall be granted 88 hours of sick leave annually on their anniversary date. Hours taken in excess of 88 hours will be deducted. They may carry over annually 40 hours of sick leave per year. Sick leave may accumulate to a maximum of 160 hours.

21.4 **Proof of Illness**

A medical certificate may be requested by the Executive Director from employees reporting sick and will be required if sick for more than 2 consecutive days. Failure of the designated employee to provide such certificate within 5 days of the request will result in cancellation of sick leave pay.

If a medical certificate is required, such a certificate will be requested during such illness, and will be paid for by the employer if a charge to the employee is incurred for such.

21.5 **Leave of Absence While Sick**

In cases where employees are sick beyond their accumulated sick leave credits, the Employer shall grant leave of absence without pay to a maximum of 6 months.

21.6 **Recognition of Social Illness**

The Employer and the Union recognizes that alcoholism, and drug abuse cause health problems. When necessary sick leave benefits may be granted for treatment on the same basis as now applied for

other health problems. Employees whose partner is undertaking a rehabilitative program for alcoholism and drug abuse may apply for vacation time or leave of absence without pay to participate with her partner in such rehabilitative program.

It is recognized by both the Employer and the Union that it is the personal responsibility of the individual to accept treatment. The acknowledgment of the above is not to be interpreted as constituting a waiver of management responsibility to maintain disciplinary measures within the framework of the Collective Bargaining Agreement.

21.7 **Sick Leave Credits during Leave of Absence**

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work, upon expiration of such leave of absence, etc., she shall retain her existing accumulated sick leave credits at the time of such leave or lay-off, provided the employee returns from leave or lay-off within the confines outlined in the Collective Agreement. Credits shall be calculated as per 15.3.

ARTICLE 22 LEAVE OF ABSENCE

22.1 **Bereavement Leave**

Bereavement leave with pay shall be granted to a permanent employee, such leave to apply in the death of an employee's spouse, brother, sister, parents, child, grandparents, grandchild or in-laws. Such leave shall consist of up to 3 days. An extension of time without pay may be granted by the Executive Director.

22.2 **Maternity, Paternity and Adoption Leave**

An employee shall be granted leave without pay for a period of up to 1 year in the event of pregnancy or adoption under the conditions of current Saskatchewan Labour Standards Act and any amendments thereto.

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

22.3 **Union Leave**

Employees selected as delegates to attend labour conventions or business meetings in connection with the affairs of the Union, upon giving reasonable notice, shall be granted time off without pay only insofar as it does not interfere with the regular operation of H.E.L.P.

Homes of Regina.

The employee will arrange for staff coverage where possible and if sufficient coverage cannot be obtained, the Executive Director or designate shall assist in finding coverage.

22.4 **Sick Leave/Holidays Re: Part-Time Staff**

Permanent part-time staff on sick leave or annual holidays is to be replaced only upon permission granted by the Employer.

22.5 **General Leave Without Pay**

Leaves of absence without pay other than those stated in this agreement may be requested by an employee. The Employer may grant such leave based on adequate coverage being maintained.

22.6 **Dependent Care Leave**

An employee with sufficient cause may be granted Dependent Care Leave with pay up to a maximum of four (4) days per year, non-accumulating.

This leave shall only be granted in case of illness of an immediate family member where no other person can provide for their needs. This leave is to be deducted from accumulated sick leave credits. An employee may also be granted up to a maximum of four (4) months Dependent Care Leave without pay. There shall be no loss of seniority, benefits, increments, or job security while on Dependent Care Leave.

ARTICLE 23 PAY ADMINISTRATION

23.1 The wage schedule covering employees occupying positions in the classification plan shall be set in Pay Schedule A, forming part of this Agreement.

23.2 **Payment of Wages**

Permanent employees shall be paid an advance on the 15th of each month which will be half of their monthly earnings. The balance will be paid on the last banking day of the month.

Casual employees will be paid on the last banking day of the month.

23.3 **Temporary Performance of Higher Duties**

An employee who is temporarily assigned to higher duties by the Employer shall be paid accordingly.

When an employee is assigned duties of the Executive Director during regular working hours, this rate of pay will be an additional 8% for each day so assigned.

Such assignment shall not be for more than two weeks.

23.4 **Promotion Formula**

On promotion an employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than her current salary and not more than the maximum of the new range.

23.4.1 **Increments**

Whenever an employee's increment date or adjustment in salary occur on the same date as a promotion or reclassification the employee shall receive her increment or adjustment before the promotion formula is applied.

Increment dates shall not be affected by demotion.

When an employee's start date falls on the 15th of the month or later, increments are applied to the following month.

23.4.2 **Increments after a Leave of Absence**

When an employee returns to work after a leave of absence without pay, the employee will be credited with all seniority before the leave unless otherwise stated in this Agreement.

23.5 **Employer Required Education**

- a) A system of on-the-job training and education so the employees shall be able to qualify for promotion. Such opportunity of training shall be allocated equitably. The current practice of allowing paid educational conference and workshop leave shall continue.
- b) All time spent by employees on Employer Required Education shall be considered as time worked. If such time is not part of an employee's regular day of work, employees shall be entitled to pay as per Article 13 or time off.
- c) An employee who is required to be absent from home overnight on Employer Required Education and whose dependents for whom the employee has sole responsibility reside with the employee and are all under 16 years of age may receive assistance for each night's absence for child care expenses incurred in excess of those incurred by the employee for care of the children during the work day.

For the purpose of this article "sole responsibility" indicates a situation where there is no other individual sixteen years or

older permanently residing with the family. The terms of assistance are as follows:

- i) an allowance of \$10 for each night when the child(ren) are left in the care of a friend or relative not normally residing with the family.
 - ii) up to \$25 for each night to individuals at arms length who provide child care as a regular source of income and who do not reside with the family.
- d) Child care costs will be paid by the employer when the employee is required to attend Employer Required Education during off duty hours. Costs will be paid to a maximum of \$15.00 per child, per day or actual costs whichever is lesser and upon presentation of receipts. Receipts for c) and d) shall include the cost, dates of employment, the childcare workers phone number and social insurance number.

23.6

Mileage

When a staff member is requested by the Employer to use their vehicle, mileage will be paid at the rate of **40** cents per kilometre effective date of Signing of the Collective Agreement.

Effective the date of Signing the Collective Agreement: increase car allowance to **\$110/month** for staff who are working in a position where a car allowance is provided.

Out of town trips to be made upon permission from the Executive Director.

The Employer does not require employees to own an automobile as a condition of employment except when designated in the job posting.

23.7

Meals

The Employer shall provide meals for employees working in the group homes during scheduled working hours only.

23.8

On Call Compensation – SLP/Tremaine House

SLP - Effective the date of the signing of the Collective Agreement, call in compensation of \$50/week will be allotted an employee of the SLP programs. The assignment of this standby will be as developed between the two programs and the employer.

Tremaine House – an employee at Tremaine House will continue to receive \$50/week call-in.

ARTICLE 24 JOB DESCRIPTIONS

24.1 Job Descriptions shall be submitted to the Union

The Employer agrees to provide the union, job descriptions for all positions. All existing and new employees shall be supplied with a job description specific to all duties and expectations of the position.

24.2 **Manual of Job Descriptions**

A manual copy of job descriptions currently maintained shall be kept in all group homes, and shall be available for inspection.

24.3 **Changes in Job Descriptions**

When the duties of any Job Description is altered or changed or where the Union or Employer feels she is performing duties that are clearly outside the job description or when a new job description is being created during the term of this Agreement, the rate of pay and hours of work shall be subject to negotiations between the parties.

ARTICLE 25 EMPLOYEE BENEFITS

25.1 **Personal Property Loss**

The Employer shall provide reasonable compensation for damage to personal effects of employees which are both reasonable and necessary to the performance of their duties, such as eye glasses, clothing and wrist watches, where those personal effects are damaged by action of a resident, provided that the employees were not negligent.

25.2 **Employee Benefits**

The Employer and the Union agree to continue to participate in the Benefits Package. The Package will be between the Saskatchewan Health Care Association and H.E.L.P Homes of Regina. The Package will include life insurance, dental plan coverage and long-term disability.

25.3 **Pension Plan**

Effective October 1, 1997, the parties agree to participate in the SGEU Pension Plan established through Standard Life. All employees are eligible to participate. Contributions will be 4% of gross salary contributed by the employer and 4% of gross salary contributed by the employee.

25.4 **Car Insurance**

Group Living and SILP workers or any other employee(s) who are required to use their vehicle on a regular basis for Help Homes business shall be reimbursed for the additional insurance up to \$100.00 per year.

25.5 **Vehicle Interior Cleaning**

Where employees are required to use their vehicles on a regular basis to transport clients, the Employer will provide for an annual professional interior vehicle cleaning not to exceed \$150.

ARTICLE 26 HEALTH AND SAFETY

The Employer agrees to establish and Occupational Health & Safety Committee as per existing legislation.

ARTICLE 27 HARASSMENT

- a) The Union and the Employer recognize the right of employees to work in an environment free from harassment, and the Employer undertakes to discipline any person employed by the employer engaging in the harassment of another employee.
- b) Harassment shall be defined as:
 - i) inappropriate touching, including touching which is expressed to be unwanted.
 - ii) suggestive remarks or other verbal abuse with a sexual connotation.
 - iii) compromising invitations.
 - iv) repeated or persistent leering at a person's body.
 - v) demands for sexual favours.
 - vi) sexual assault.
 - vii) verbal abuse or threats
 - viii) unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexual orientation, etc.
 - ix) displaying of pornographic, racist or other offensive or derogatory pictures.
 - x) practical jokes which cause awkwardness or embarrassment.
 - xi) unwelcome invitations or request, whether indirect or explicit, or intimidation.
 - xii) condescension or paternalism which undermines self-respect.
 - xiii) physical assault.

Appropriate discipline or censure of a staff member by their supervisor does not constitute harassment; nor is office romance or flirtation or good natured jesting that is enjoyed by both parties. Harassment refers only to behaviour that is unwelcome and which the harasser knew, or should have known, would be objectionable.

c) Procedure

If an employee feels he/she is being harassed:

- 1) Tell the harasser that his/her behaviour is unwelcome and ask him to stop.
- 2) Keep written record of dates, times, the nature of the behaviour and witnesses if any.
- 3) If after asking the harasser to stop his/her behaviour, the harassment continues, complete an incident report documenting the complaint. Report the complaint to the Executive Director.
Dealing with the complaint:
- 4) Once a written complaint is received, it will be kept strictly confidential. An investigation will be undertaken immediately and all necessary steps taken to resolve the problem.
- 5) Investigation to be undertaken by the Executive Director and/or the Personnel Committee of the Board.
- 6) The alleged harasser will be immediately informed that a complaint has been made.
- 7) In the case of alleged harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the investigation.
- 8) All persons involved will be informed of their rights and responsibilities.
- 9) The complainant and the alleged harasser will both be interviewed along with any individuals who may be able to provide any relevant information. The situation will be documented as accurately and completely as possible. All information gathered will be kept in confidence.
- 10) If the investigation reveals evidence to support a harassment complaint disciplinary action which reflects the seriousness of the incident will be taken up to and including dismissal.
- 11) Information on the specific aspects of the harassment is not to be shared with anyone other than those directly involved in the investigation and the Personnel Committee of the Board of Directors.
- 12) If the Executive Director or designate is the alleged harasser, then complaints should be directed to the Chairperson of the Board and or SGEU staff.

- 13) Retaliation for filing a harassment complaint is in violation of the Human Rights code and will result in disciplinary action.

Grievance Procedure

- d) No information relating to the grievor's personal background, lifestyle, or mode of dress will be admissible during the grievance or arbitration process.
- e) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- f) An alleged offender under this clause shall be entitled,
 - i) to be given notice of the substance of a grievance under this clause.
 - ii) to be given notice of and to attend, participate in and be represented at any arbitration hearing which is held as a grievance under this clause.
- g) An arbitration, hearing a grievance under this clause, shall have authority to:
 - i) dismiss the grievance.
 - ii) determine the appropriate level of discipline and,
 - iii) make such further order as may be necessary to provide a final and conclusive settlement of the grievance.
- h) An offender under this clause shall not be entitled to grieve disciplinary action taken by the employer which is consistent with the award of the arbitration.

ARTICLE 28 AGGRESSIVE CLIENT CONDUCT/INCIDENTS

- a) Aggressive client conduct shall be defined as any incident which has an element of physical or verbal abuse, harassments, whether actual, threatened or implied.
- b) The Employer shall provide employees with any pertinent information regarding a client's or resident's history or potential of physical or verbal abuse or aggressive conduct.
- c) The Employer shall develop and implement an aggressive client conduct incident program and review the need for any physical safeguards in consultation with the workplace Occupational Health and Safety Committee.
- d) Employees may access their sick leave for the purposes of post-traumatic recovery or counselling.

ARTICLE 29 DURATION OF AGREEMENT

This Agreement will become effective on the 1st day of April, **2008** and shall continue in effect until the 31st day of March, **2010** and automatically from year to year thereafter, unless either party gives written notice of its desire to terminate the Agreement or to negotiate revisions thereof. Such notice shall be given not less than thirty (30) days and not more than sixty (60) days prior to the expiry date of this Agreement.

PAY SCHEDULE A

April 1, 2009 to March 31, 2010

		Annual Salary	Monthly Salary	Stat Pay	Work Hours	Hour Rate	Overtime Stat Rate
GHO Robinson	R1	44021.58	3668.46	183.42	320.67	11.44	17.16
GHO Harding, Froom, McCarthy	2	39262.08	3271.84	163.59	286.00	11.44	17.16
GHO Robinson	R3	40017.12	3334.76	166.74	291.50	11.44	17.16
Program A All homes	4	13509.36	1125.78	56.29	87.00	12.94	19.41
Program A Froom	5	12422.40	1035.20	51.76	80.00	12.94	19.41
Office Support Clerk	SC	17861.45	1488.45	74.42	108.33	13.74	20.61
Group Living Staff	L1	37065.60	3088.80	154.44	260.00	11.88	17.82
Supportive Living Staff – FT	SLP1	32838.00	2736.50	136.83	162.50	16.84	25.26
Supportive Living Staff – PT	SLP2	13135.20	1094.60	54.73	65.00	16.84	25.26
L/T LEAP Community Coach – Senior	CC1	47142.00	3928.50	196.43	162.00 FT	24.25	36.38
L/T LEAP Community Coach	CC2	41266.41	3438.87	171.94	173.33 FT	19.84	29.76
L/T LEAP PT- Community Coach	CC3	16506.87	1374.57	68.78	69.33 PT	19.84	29.76
L/T LEAP-Night Staff	CC4				Casual	16.53	24.80
Casual Rate					Casual	11.82	

LETTER OF UNDERSTANDING #1

The Employer agrees to continue with the practice of time in lieu for permanent full-time employees. Such time in lieu shall continue to be earned for extra time worked between the hours of 8:00 or 8:30 am to 3:00 pm. Such time in lieu shall continue to be accumulated and taken upon prior permission of the Executive Director.

Signed on behalf of
H.E.L.P. Homes of Regina

Signed on behalf of the
Saskatchewan Government &
General Employees Union

For the Union

For the Employer

Dated: _____

LETTER OF UNDERSTANDING #2

Between

Saskatchewan Government and General Employees Union

And

H.E.L.P. Homes of Regina

RE: Group Homes Operators

The parties agree to establish a Joint Committee that will consist of 2 group home operators and administration staff to review possible changes to the hours of work, along with possible new shift schedule models that would incorporate shorter shifts or breaks between shifts and/or other variations in shift schedules. The Committee shall develop recommendations for both the parties by November 1, 2006. Mutual agreement between both parties must occur prior to any of the recommendations being implemented.

Signed on behalf of
H.E.L.P. Homes of Regina

Signed on behalf of the
Saskatchewan Government &
General Employees Union

For the Union

For the Employer

Dated: _____

SIGNING PAGE

H.E.L.P HOMES of Regina and the Saskatchewan Government and General Employees' Union hereby agree, that the attached document shall form the Collective Agreement between the parties.

Signed on behalf of
H.E.L.P. Homes of Regina

Signed on behalf of the
Saskatchewan Government &
General Employees Union

For the Union

For the Employer

Dated: _____.