

VICTORIA CARE HOMES INC.

April 1, 2008 -
March 31, 2011

COLLECTIVE AGREEMENT

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ARTICLES OF A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

VICTORIA CARE HOMES INC.

AND THE

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

LOCAL 5488

APRIL 1, 2008 TO MARCH 31, 2011

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ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT made in duplicate

this 2 day of February, 2010.

between

VICTORIA CARE HOMES INC., hereinafter referred to as "the Employer",

PARTY OF THE FIRST PART,

and

THE SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION, hereinafter referred to as
"the Union",

PARTY OF THE SECOND PART.

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/clients through co-operation and mutual support between the workers, the Board and community that respects the dignity and individual empowerment of clients;
- b) To promote co-operation and understanding between the Employer and the Union;
- c) To encourage efficiency and safety in operations;
- d) To maintain and improve harmonious relations between the employer and the employees;
- e) 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, therefore the Employer and the Union mutually agree as follows:

ARTICLE 2 INTERPRETATION

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

- 2.1 **Union** - means the Saskatchewan Government and General Employees' Union representing the employees of Victoria House Group Home.

- 2.2 **Employer** – Victoria **Care Homes Inc.**
- 2.3 **Employee or Employees** - means a person to which the terms of this Agreement apply and, as indicated in Article 2 of this Agreement.
- 2.4 **Board-** means Victoria House Group Home as represented by the Board of Directors', herein referred to as the Employer.
- 2.5 **Chair of the Board** – means the Chair of the Board, of the Board of Directors who acts as the Employer Representative for Victoria Care Homes Inc.
- 2.6 **Promotion** - means the movement of an employee from a position in one class to a position in another class bearing a higher maximum salary.
- 2.7 **Transfer** - means the movement of an employee from one position to another in the same or different class with the same maximum salary.
- 2.8 **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.
- 2.9 **Permanent Employee** - means an employee who has successfully completed probationary period on initial appointment.
- 2.10 **Regular Full-time Employee** – means an employee who works full time in a position, continuing in nature, on a regularly scheduled basis.
- 2.11 **Relief Employee** – means an employee who consistently works less than full time, either daily, weekly, or monthly, who may be required to work full-time or casual and is primarily used as relief for full time employees during absences.
- 2.12 **Casual Employee** - means an employee retained for work of an emergent nature who works on an as-called basis, who may be called in to work periodically for specified in-home and community activities.
- 2.13 **Class** – means a group of positions involving duties and responsibilities so alike that the same qualifications may be reasonably be required for, and the same schedule of pay can be equitably applied to all positions in the group.
- 2.14 **Pay Plan** – means the scale of wages as contained in Schedule “A” and the rules governing its application as contained in Article 17.

2.15

Spouse – means:

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

ARTICLE 3 SCOPE

3.1 The terms of this Agreement shall apply to all employees of the Employer as stipulated in Labour Relations Board Order, LRB File No 102-98.

3.2 All New Positions To Be Negotiated

The Employer agrees to negotiate the inclusion or exclusion of all newly created positions. The parties will negotiate, rates of pay, hours of work, working conditions etc.

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 3.1. The employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the Employer for the purpose of resolving differences that may arise between them, and to strive for amicable settlements.

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.

The Union recognizes the responsibility of its members to perform and carry out their respective duties in accordance with the work standards, methods and procedures established by the Employer.

4.2 Present Security and Benefits

All rights benefits privileges and working conditions which employees enjoyed, received or possessed at the time of certification, shall continue to be enjoyed and possessed insofar as they are not inconsistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

4.3 **Benefits for Less Than Full-time**

All benefits of this Agreement shall unless otherwise specified, accrue on a pro-rata basis to permanent employees who work less than full time.

4.4 **Union Business**

- a) Except in unusual circumstances, the Union agrees to give the employer adequate and reasonable notice when employees require leave to attend Union conventions, meetings, conferences and learning opportunities.
- b) Subject to item (c) below, the employer agrees to grant, a leave of absence with pay for the employees to attend Union conferences, meetings etc., provided that such leave does not interfere with the operation of the business; and, the employer will not unreasonably withhold such leave.
- c) The Union agrees to reimburse the Employer for all wages and benefits paid under this article to ensure the service to the clients is maintained.

4.5 **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.

4.6 **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, physical size, 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, consideration be given to persons whose presence would contribute to the maintenance of our social, racial and gender balance.

4.7 **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/workshop 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.

4.8 **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.

4.9 **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 (10) 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.

4.10 **Statement of Employment Status**

The Employer shall forward a statement to the Executive Director of Operations and the Chair of the Bargaining Unit, showing the names of all new employees covered by this agreement, and state their date of hire, employment status, classification and rate of pay, as well as the names of all employees who terminated employment and their date of severance.

4.11 **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.

4.12 **No Individual Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the employer or employer representative which may conflict with the terms of this collective agreement.

4.13 **No Contracting Out**

The Employer agrees that all existing work or services performed by the bargaining unit shall not be subtracted, transferred, leased, assigned or conveyed in whole or in part, to any other person, company, except where mutually agreed by the parties. Existing historical employment practices related to contracting work out, will not be restricted by this provision.

4.14 **New Employees**

The employer agrees to inform new employees that a Collective Agreement is in effect and the requirement of membership as a condition of employment (i.e. dues and check off), as defined by the Trade Union Act.

A representative of the Union shall be given thirty (30) minutes 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.

4.15 **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.

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

4.17 **Employer Policies Relating to Conditions of Employment**

The Employer agrees that matters of policy which relate to the conditions of employment and which affect employees within the bargaining unit, shall be communicated to the Union for the purpose of resolving issues that could be in conflict with this agreement.

4.18 **Labour Management Relations**

4.18.1 **Steward Recognition**

The Employer agrees to recognize the steward(s) as designated representatives, elected by the Union.

A Staff Union member may request to attend a Board meeting, and the Board may invite a staff Union member to Board meetings. The staff will not attend sessions covering discussions of confidential Union/Management disputes and personnel committee reports.

4.18.2 **Contact at Work/Union Access**

The Union or designated representatives shall have the right at any time during working hours, to contact employees on matters respecting this Agreement or its administration and shall, without loss of pay, assist in investigating, preparing and settling grievances, or disputes. It is understood these contacts will be conducted with minimum disruption.

4.18.3 **Grievance Committee**

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

4.18.4 **Paid Leave For Collective Bargaining**

The time of one (1) elected member to the Bargaining Committee, in direct negotiations with the Employer, will be considered as time worked, not subject to reimbursement by the Union.

4.18.5 **Production of Collective Agreement**

The Union will assume responsibility for the production of the Collective Agreement and agrees to provide the Employer with twenty (20) copies.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 **Preamble**

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.

5.2 **Problem Resolution (Informal Process)**

- a) An employee who believes that he/she has a justifiable request or complaint may discuss such matters with the Chair of the Board in an effort to resolve the problem. The Chair shall convene a meeting with the employee within seven days at a time mutually agreed upon. The employee may request the attendance of the shop steward at the meeting.
- b) Utilizing this process will not deny the employee access of the grievance/arbitration procedure. If an employee accesses this process the time frame to launch a grievance will be extended to commence on the date that the Chair provides a decision.
- c) The Chair shall provide the decision within seven business days of the meeting and the decision shall be presented to the employee and the shop steward (if one was in attendance).

5.3 **Grievance Procedure (Formal Process)**

5.3.1 **Step One**

An earnest effort shall be made to settle grievance as fairly and promptly as possible. The following sequence shall occur and will end at the employee's request or when settled to the satisfaction of the union. Grievances will be handled in the following manner:

The Employer shall, subject to Article 5.3 upon receiving a Grievance Claim Form, completed by an authorized Union Steward or SGEU staff representative or designate, comply with the procedure under Step 1 and hear the grievance within seven (7) calendar days.

The grievance shall be submitted in writing by an authorized union steward or SGEU staff member, on behalf of the aggrieved, to the Chair of the Board or designate within thirty (30) calendar days of discovery of cause for a grievance. The Chair of the Board or his designate shall render a decision in writing to the Union, with a copy to the grievor, within fourteen (14) calendar days. In all instances, a copy of the grievance shall be submitted concurrently to the Board and to the Executive Director of Operations of the Union.

5.3.2 **Step Two**

If a satisfactory settlement cannot be affected at Step 1, the Union may, within fourteen (14) calendar days, submit the grievance to the Board of Directors, who will render a decision in writing within thirty (30) calendar days of receipt of the grievance at Step 2.

5.3.3 **Expedited Arbitration and Mediation Process**

If there is no satisfactory resolution at Step 2, the parties may opt for either of the following:

Single Arbitrator
Expedited Arbitration and Mediation Process
Full Panel Arbitration outlined in Article 6 of this Agreement.

5.3.4 **Step Three – Arbitration Board**

Failing satisfactory settlement of the grievance at Step 2, the matter, may be referred to arbitration, by the Union, or the Employer, within thirty (30) calendar days. Refer to the Arbitration article in this agreement. (Article 6).

5.4 **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.

5.5 **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.

5.6 **Extension of Time Limits**

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

5.7 **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 a Full Panel 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 Chairperson of the Labour Relations Board 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 (2) 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 of a Full Panel Arbitration Board**

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 Chairperson of the Labour Relations Board will put forward a name.

6.6 **Selection of an Arbitrator (Single Arbitrator)**

The arbitrator will be selected on a rotational basis from a list of at least two individuals. The list, shall be established by the parties to this Agreement. The order in which they will act shall be determined by the order in which they have been listed. In the event that the person whose turn it is to act is not available, the member next following shall act

The list will be comprised of the following persons, subject to change by mutual agreement of the parties:

Colleen Covert, Marilee Rasmussen

6.7 **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 an arbitration hearing, the Employer shall grant leave and expenses, which shall be applicable as follows:

- a) if called by the Employer, leave without loss of pay and expenses paid by the Employer
- b) if called by the Union, leave without pay and expenses paid by the Union
- c) if called by the arbitrator, the parties shall share equally the costs.

6.8 **Decision of the Arbitrator**

6.8.1 The arbitrator shall render a decision within fifteen (15) days of the end of the hearings.

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

6.8.3 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.

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

6.9 **Expenses of the Arbitrator**

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

6.10 **Expedited Arbitration and Mediation Process**

The parties shall meet as often as required to review outstanding grievances filed with the Employer to determine, by mutual agreement, those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- a) dismissals
- b) failure on probation
- c) suspensions in excess of twenty (20) work days
- d) policy grievances
- e) grievances requiring substantial interpretation of a provision of the Collective Agreement
- f) grievances requiring presentation of extrinsic evidence
- g) grievances where a party intends to raise a preliminary objection
- h) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process, but either party may remove it from the expedited arbitration process at any time prior to hearing and forward it to a regular arbitration hearing.

By mutual agreement this expedited procedure may be used after Step 1 of the grievance procedure.

The parties shall mutually agree upon a list of arbitrators who shall be appointed to hear and resolve groups of grievances.

The arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

No legal counsel will be used by either party. The Union will use elected representatives or staff representatives. The Employer will use employees of their Human Resources Unit.

Whenever possible, the arbitrator will attempt to mediate a settlement between the parties.

The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Articles 6.6 through 6.9, excepting Article 6.8.1.

It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

6.11

Procedure Guidelines

The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.

The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.

The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.

The Arguments: As agreed, the parties will not cite legal precedents, but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by the representative to ensure that all relevant clauses are put before the arbitrator.

General rules of evidence will be waived except for the rule of "onus".

Mediation: Representatives must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before him/her. Specifically, if the representatives can assist in assessing credibility and/or contradictory evidence, they should do so.

ARTICLE 7

PROGRESSIVE DISCIPLINE

7.1

Preamble

- a) Both parties agree that the Employer will make reasonable effort or endeavour to resolve problems with respect to employee performance through discussion and consultation prior to the initiation of disciplinary action.
- b) The Employer acknowledges the right of employees, including those employees on probation, to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure.
- c) In the event the Employer initiates disciplinary action against an employee, except in cases of serious misconduct, the practice of progressive discipline will take place.

7.2 **Right of Union Representation**

Where the Employer intends to discipline an employee, the employee shall be so notified in advance of the purpose of the interview, and informed of the right to have a Union representative or paid staff representative of the Union, present at the interview.

7.3 **The parties to this Agreement recognize the principles of progressive discipline:**

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

7.4 **Constructive Counselling and Coaching**

The Employer and the Union recognize the difference between discipline and constructive job counselling, and nothing is intended to restrict the Employer's right to counsel.

A copy of any document or other information placed on any employee's file, which might at any time be the basis for disciplinary action or denial of promotion, shall be supplied concurrently to the employee and, upon request by the employee, to the Union. The Employer shall, 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 terminated. The employee shall have the right to have a shop steward present.

7.5 **Burden Of Proof**

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

7.6 **Records of Employees**

Employees shall have the right to review their personnel file. A Union representative, with the written authorization of the employee, and with reasonable notice, shall have access to the file.

7.7 Progressive Discipline Will Be Applied As Follows:

7.7.1 Verbal Reprimand

The Chair of the Board or designate will verbally outline to the employee any reasons for the reprimand, how she should correct her work or behaviour, and what will happen if the work standards are not adhered to or the misconduct continues. A shop steward shall be present as a witness if requested by the employee.

7.7.2 Letter of Reprimand

If an employee displays no change in action/behaviour to the verbal reprimand, the Chair of the Board shall reprimand that employee by means of a letter of reprimand, to the employee. A copy of the letter shall be sent concurrently to the Union office. 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.

Two (2) years following discipline, the employer shall remove the written documentation from the employee's personnel file, if no problems were noted, in the area for which the employee was disciplined. The Parties acknowledge the Employer's obligation under law and regulations to retain information relating to any allegation of mistreatment or abuse of a client.

7.7.3 Suspension

Where the Employer has provided reasonable time for the employee to meet the work standards or correct the behaviour, and there is still no positive response from the employee, the Employer will give notice of suspension to the employee, in writing, giving the reasons for the suspension. The days of suspension shall be stated in the letter. A copy of the letter of suspension will be supplied to the Shop Steward and a copy sent to the Executive Director of Operations of SGEU.

7.7.4 Dismissal Only For Cause

Dismissal shall be effected by the Chair of the Board or designate. The employee shall receive written notice of the action, which shall include a statement of the reasons for dismissal. Letters of dismissal, in any and all instances shall be forwarded to the Union.

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.

7.7.5 Right to Have a Steward

A steward shall have the right to consult with an SGEU staff representative and to have her present at any discussion with the Employer, 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.

7.7.6 No Discipline

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

7.7.7 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.

ARTICLE 8 SENIORITY

8.1 Definition

The seniority of **all employees** is defined as the length of service from the date of initial employment.

8.2 Seniority Lists

The employer shall maintain a seniority list of all employees showing the date started and number of hours worked. The list will state the accrued seniority of each employee up to March 31, fiscal year end.

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

Any employee can challenge the accuracy of the list within a four week period following the posting of the list. All challenges should be directed to the Chair of the Board for a review and the employee must provide satisfactory proof of the inadvertent error. Where satisfactory proof of the error is provided, the seniority list will be corrected to reflect the (seniority) correct length of service of each employee.

8.3 **Maintenance and Accrual of Seniority**

Seniority shall be maintained and accrue during:

- a) All periods of paid leave
- b) Leave of absence without pay for periods not exceeding three (3) months
- c) Maternity Leave
- d) Adoption Leave
- e) Paternity Leave
- f) Layoff up to and including three (3) months

8.4 **Maintenance of Seniority**

Seniority shall be maintained, but shall not accrue:

- a) Periods of unpaid leave over three (3) months
- b) Layoff over three (3) months

8.5 **Loss of Seniority**

Seniority shall be broken for the following reasons:

- a) Dismissal for just cause (and not reinstated under the Grievance or Arbitration Articles of this agreement)
- b) Voluntary resignation in writing
- c) Voluntary retirement
- d) 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.
- e) An employee has been continually laid off due to lack of work for a period of twelve (12) months or the employee has not been available to work over a six (6) month period.
- f) Except as provided in Article 10 and Article 16.3 of this Agreement (no loss of seniority for unpaid leaves i.e. WCB and Maternity, Paternity and Adoption).

8.6 **Role of Seniority**

Any permanent employee, who is laid off, shall have the right to exercise her total seniority to bump (displace) the employee with the least seniority.

As far as is reasonably possible casual employees will be called in order of seniority. However the parties recognize there may be occasion where it is appropriate to call in a junior casual employee, in order to meet the operational needs of the business, and where the required casual staff cannot be located. Or, the notice to the casual was insufficient for the casual employee to be available to work.

ARTICLE 9 APPOINTMENTS

9.1 Position Designations

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

- a) Permanent Full-time
- b) Permanent Relief
- c) Permanent Casual

9.2 Filling Positions by Competition

Vacancies and new positions covered in the scope of this Agreement shall be subject to in-service competition by all employees.

9.3 Job Postings

When a new position is created, or when a vacancy occurs, the employer shall immediately notify the Union in writing and post notice of the position in the offices of each workplace for a minimum of two (2) weeks. Applications must be received within two (2) weeks from the date of posting.

9.3.1 Where the Employer and the Union reach an agreement, bulletining may not be required.

9.3.2 The group home supervisor will sit in on interviews for new staff in their homes and intake interviews for potential new residents in their homes.

9.4 Information on Posting

The bulletin shall set out the following information:

- a) name of position;
- b) duties and classification and locality of position;
- c) a brief description of duties;
- d) qualifications required;
- e) salary;
- f) hours of work;
- g) position designation (i.e. full-time, relief, casual);
- h) deadline date for application, and any other pertinent information.

9.5 **Employee Preference**

Vacant or newly created positions will be offered to the senior qualified applicants.

9.6 **Qualifying for Positions**

The Employer will determine the necessary knowledge, skills and abilities required for each job.

9.7 **No Outside Advertising**

No new employee shall be hired until the applications of present employees and those on the re-employment list have been fully processed and considered.

9.8 **Notification of Applicants**

The employer shall notify the Union of the applicants for the job and of the seniority of the applicants.

9.9 **Notification of Successful Competition**

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

9.10 **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.

If the senior applicant or any other employee, who is senior to the selected candidate, is not selected, she shall have the right to appeal against the Employers decision through the grievance procedure, subject to the notification provision in the article below. Applicants who have not completed their initial probation shall not have the right of grievance.

All grievance appeals to be heard under this subsection, shall be filed with the Employer within five (5) business days from the date of notification. To minimise disruptions resulting from the selection process, the Step 1 grievance will be heard within forty eight (48) hours.

9.11 **Probation on Initial Hiring**

- a) Employees hired into full-time positions, as well as Relief Employees, 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) If the Employee is required to revert or voluntarily reverts within the probationary period, to her former position, during this period, she shall receive her former rate of pay, and receive any and all benefits she would have earned, had she not vacated the position.
- d) During the period of initial probation an employee will not accumulate seniority. Upon completion of the probationary period, the employee will be awarded seniority back to his start date.
- e) By mutual agreement of the parties, the probationary period for any employee may be extended beyond the established probation period.

9.12 **Completion of Probationary Periods**

At the successful completion of the probation the Employer shall act to confirm or annul an appointment in writing, not later than the expiry date of the probation period. Subject to article 9.11 e) above.

9.13 **Probation on Re-Employment**

No probationary period shall be required of an employee with seniority who is re-employed in a position equal/similar to a position in which she formerly held permanent status with the employer.

9.14 **Probation on Promotion.**

A permanent employee who has been promoted shall serve an additional two (2) months in their new position. If the employee does not qualify in the probationary period, or the employee chooses to revert to her former position within the probationary period, the employee shall revert to the position held prior to promotion.

ARTICLE 10 JOB SECURITY

10.1 **Workers' Compensation**

- a) Employees who are on 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 leave shall maintain seniority during the term of the leave.

10.2 **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.

10.3 **Benefits Pro-rated**

Relief and casual employees shall receive all rights and pro-rated benefits of permanent full-time employees provided in this Collective Agreement.

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-Off**

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 who has been laid off, shall have the right to 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 **Notice of Lay-Off to the Union**

The Employer shall inform the Union of possible lay off, as far in advance as possible.

11.4 **Re-Employment List**

In the case of lay off, a re-employment list based on seniority by job classification shall be established and, copies of current recall lists shall be maintained by the Employer. Copies to be supplied to the Chair of the Bargaining Committee.

11.5

Recall Procedure

- a) Employees shall be recalled in the order of seniority. Employees being recalled from lay-off shall be notified by registered mail, addressed to the employees last known address. The employee is responsible to keep the employer advised of his current address and phone number.
- 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.

11.6

No New Employees

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

11.7

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 (3) continuous months without giving that employee at least:

- a) one (1) week's written notice, if his period of employment is less than one (1) year;
- b) two (2) week's written notice, if his period of employment is one (1) year or more but less than three (3) years;
- c) four (4) week's written notice, if his period of employment is three (3) years or more but less than five (5) years;
- d) six (6) week's written notice, if his period of employment is five (5) years or more but less than ten (10) years;
- e) eight (8) week's written notice, if his period of employment is ten (10) years or more.

11.8

Notice of Resignation

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

ARTICLE 12 HOURS OF WORK

12.1 Hours of work apply to full time employees at the following locations:

79 McMurchy Ave and 1437 Lacon Street
Regina, Saskatchewan

12.1.1 Lacon Group Home Operators shall work a twenty-four (24) hour work day on a rotating schedule as follows: (worked, over a two (2) week period with rotation every two (2) weeks.) Shifts are scheduled in advance and provided to the employees prior to the commencement of each new-year.

Two (2) twenty-four (24) hour shifts "on"
Two (2) twenty-four(24) hour shifts "off"
Three (3) twenty-four (24) hour shifts "on"
Two (2) twenty-four (24)hour shifts "off"
Two (2) twenty-four (24) hour shifts "on"
Three (3) twenty-four (24) hour shifts "off"

McMurchy Group Home Operators shall work a twenty four (24) hour work day on a rotating schedule as follows:

Two (2) twenty four (24) hour shifts "on"
Four (4) twenty four (24) hour shifts "off"

12.1.2 A twenty-four (24) hour shift starts at 8:30 am and goes for twenty-four (24) hours.

12.1.3 Employer and Union agree that a proposed plan be discussed with regards to a 2-2-2 shift model. Both employer and Union will work to develop an L.O.U regarding Hours of Work at both Lacon and McMurchy group homes.

12.2 **Work on Scheduled Days Off**

For the purpose of this article, 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.

The full time employees are responsible for relief and casual staffing and shall provide advance notice to the staff. Where possible, relief and casual staff will be called in, in order of seniority to ensure no disruption of operations. Every effort will be made to give equitable hours to the casual staff.

When an employee is required by the Employer to work in the capacity of their permanent position on a scheduled day off, or any portion thereof, the employee shall be entitled to "time off " at the rate of time and one half or to be paid at a rate of time and one half at the rate of pay for actual hours worked, subject to Article 17.6.

Requests for said "time off", must be approved by the Chair of the Board. Time in lieu or "time off" shall not be unreasonably denied.

12.3 **Authorization to Work on Scheduled Day-Off**

Employees must advise the Chair of the Board or designate where possible in advance of working on a scheduled day off. If the Chair is not available all details of the circumstances for the overtime shall be provided in the monthly Board report, submitted to the Board of Directors each month. The parties will co-operate to minimize overtime and agree that overtime shall be worked only when casual and relief staff are not available to provide coverage.

ARTICLE 13 STATUTORY HOLIDAYS

13.1 **Definition**

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

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

Plus one (1) additional day per contract year, (per Article 13.1.1) to each permanent full-time employee, to be taken on a mutually agreed upon day, and, any other day proclaimed as a holiday by the Federal, Provincial or Municipal government.

13.1.1 **Floating Holiday**

The parties to this agreement agree to provide one (1) additional day annually to be paid at straight time, to each employee. Such day will be taken at a mutually agreed upon day. Employees shall provide, two (2) weeks notice, to access the Floating Holiday and the Employee shall arrange for replacement coverage

13.2 **Statutory Holiday on Days of Rest**

If any holiday listed in Article 13.1 (defines Public holidays) falls on an employees regular day of rest, the employee shall be paid a twenty-four (24) hour shift at regular rate of pay.

13.3 **Statutory Holiday on Regular Scheduled Shift** (work day)

Permanent employees required to work a scheduled shift on a Statutory Holiday shall be paid the total of eligible earnings under Article 13.4 above plus the amount of wages, at a rate that is one point five (1.5) times the employees regular rate of wages, for the time worked, as provided under legislative provisions.

13.4 **Working on a Statutory Holiday**

Notwithstanding Article 12.1.1 (Hours of Work), statutory holidays will be considered twenty-four (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 (4) weeks immediately preceding the public holiday, exclusive of overtime.

13.5 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 13.4; and
- b) the amount of wages, calculated at a rate that is one point five (1.5) times the employee's regular rate of wages, for the time worked.

13.6 **Statutory Holiday During Vacation**

When a designated statutory holiday falls on a day during an employee's vacation, the employee will not be deducted a vacation day for that day.

13.7 **Staffing on Statutory Holidays**

The Employee will be responsible for staffing on statutory holidays, by calling upon Relief employees or other available full time personnel. If all attempts to obtain staff are unsuccessful, the Chair of the Board will assign the work and shall where possible, give at least twenty-four (24) hours notice to the employee required to work.

ARTICLE 14 ANNUAL VACATION

14.1 **Annual Vacation Credits**

Permanent employees are entitled to:

- a) an annual vacation of fifteen (15) days after the first and including the fourth (4th) year of employment.
- b) an annual vacation of twenty (20) days during and after the fifth (5th) year of employment.
- c) An annual vacation of twenty-five (25) days during the fifteenth (15th) year and all years thereafter.

14.2 **Annual Vacation Year**

The vacation year shall be based on the calendar year. Each January 1st the employees earned vacation credits will be credited to the employee, to be used by December 31st.

At the discretion of the Employer vacation may be granted prior to completion of one (1) year of employment.

Requests for vacation shall be submitted in writing to the Chair of the Board and shall, for vacation leave of five (5) days or more, provide the employer with two (2) weeks notice.

- a) If proper notice is given and approved, the Chair of the Board will provide alternate coverage in the event the relief coverage, previously scheduled becomes unavailable.
- b) The Employer shall not unreasonably deny or withhold vacation requests and only in Emergency situations will the employee be required to cancel the scheduled vacation.
- c) Where the employee incurs a loss of money as a result of the Board cancelling the vacation, the employer will reimburse for such financial loss, i.e. flight, hotel deposits, etc.

- 14.3 Vacation pay for Casual and Relief employees shall be paid out monthly.
- Vacation pay for Permanent full-time employees, shall be calculated taking the total gross earnings for the fiscal year in which it was earned, as per Labour Standards.
- 14.4 **Carry-over of Annual Vacation**
- An employee may be permitted to carry over unused vacation from one (1) year to the next at the discretion of the Board. A written request must be submitted by the employee one (1) month prior to the anniversary date.
- 14.5 **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.
- 14.6 **Vacation Time/Rotation Method**
- Preference in selection and allocation of vacation time shall be rotated to ensure equality regardless of seniority and shall be determined by staff consensus. In cases of dispute, seniority shall apply initially and on a rotating basis thereafter. All vacation must be authorized by the Chair of the Board.
- Employees' will agree to schedule vacation so that no overlap of vacation occurs within the same location (group home).
- 14.7 **Unbroken Vacation**
- An employee shall be entitled to receive vacation in an unbroken period, providing sufficient and reasonable written notice is submitted to the employer.
- 14.8 **Vacation Leave Records**
- A record of vacation used, and unused, will be kept by the Employer. Each employee shall receive a vacation credit balance monthly, for review and verification purposes.
- 14.9 **Sickness During Vacation**
- If an employee becomes sick while on vacation leave, on provision of a medical certificate from a physician, her vacation leave will be credited back by the Employer. Any credits for sick leave shall be deducted from the employee's earned sick leave benefits.

ARTICLE 15 SICK LEAVE

15.1 Definition

Sick leave means the period of time an employee is absent from work due to illness or accident for which compensation is not covered (payable) by the Workers' Compensation Act. Sick leave shall be time off with pay to the extent the employee has earned sick leave credits.

15.2 Notification of Illness

An Employee, absent from duty on account of sickness shall notify the Chair of the Board at the earliest possible opportunity. The employee will arrange for staff coverage **where possible. If the employee is unable to obtain** sufficient coverage, the Chair of the Board, **or the House Supervisor** shall assign the coverage from relief or other full-time personnel.

15.3 Accumulated Sick Leave Credits

Permanent Full-time Employees shall earn sick leave credits from date of employment at **twenty-four (24) hours** per month, **288 hours** per year. Upon resignation, such days taken in excess of the sick leave entitlement, will be deducted from the employee's salary accordingly. Sick leave credits shall accumulate from year to year to a maximum of 408 hours.

15.4 Proof of Illness

A medical certificate may be required by the Chair of the Board from employees reporting sick for more than three (3) consecutive working days. Failure of the designated employee to provide such certificate within five (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.

15.5 Sick Leave Credits Exhausted

In cases where employees are sick beyond their accumulated sick leave credits, the Chair of the Board at his discretion, may allow up to five (5) days sick leave credits, subject to Article 15.3.

15.6 Leave of Absence for Prolonged Illness

The Employer shall grant leave of absence without pay to a maximum of six (6) months to an employee who has exhausted their sick leave credits.

15.7 **Sick Leave Records.**

A record of all unused sick leave will be kept by the employer and each employee will receive a statement of sick leave entitlement, monthly. The employee shall review the records, and verify the information provided.

15.8 **Immediate Family Member- Illness or Accident**

Where an employee is required to provide for the needs of a member of the employee's immediate family, during an unexpected illness or accident, an employee shall be allowed to use up to three (3) days of accumulated sick leave per illness or accident for this purpose.

15.9 **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.

15.10 **Sick Leave Credits During Leave of Absence**

When an employee is given leave of absence without pay, 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 16 LEAVE OF ABSENCE

16.1 **Bereavement Leave**

Bereavement leave with pay and without loss of benefits, shall be granted to an employee, The leave shall be granted in the event of the death of an employee's spouse/partner brother, sister, parents, child, grandparents, grandchild or in-laws. Such leave shall consist of up to three (3) days, which will not be deducted from sick-leave accumulation. Additional leave without pay, may be granted at the discretion of the Chair of the Board.

An employee shall be granted an additional two (2) days, without loss of pay or benefits, in the case of the death of a spouse, including common-law or same sex spouse, or a child.

16.2 **Benefits While on Leave of Absence Without Pay**

While on leave of absence without pay, employees shall be entitled to earned benefits as follows:

16.2.1 One (1) month or less: vacation leave, sick leave and seniority:

16.2.2 More than one (1) month, but not more than three (3) consecutive months; seniority, except for maternity, paternity and adoption, as per Article 16.3.

16.2.3 More than three (3) consecutive months; no benefits earned – except as provided in Article 10.1 (c) covering leave under Workers' Compensation Act 1979.

16.2.4 The benefits under 16.2.1, 16.2.2, or 16.2.3 above shall apply only if an employee returns to work at the expiry of the leave of absence.

16.3 **Maternity, Paternity and Adoption Leave**

An employee shall be granted leave without pay for a period of up to one (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 or seniority.

16.4 **Union Leave**

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 with maintenance of seniority for a period of one (1) year. Such leave shall be renewed each year, upon request, during the term of office. The employee shall continue to receive her salary and benefits from the employer, conditional on reimbursement of such salary and costs by the Union to the Employer.

16.5 **Education Leave**

Subject to the demands of the workplace, leave of absence without pay may be granted by the Employer, to a permanent employee who has passed probation, for Education leave for a period up to four (4) months. Requests for periods beyond four months shall be at the discretion of the Employer.

Requests must be submitted to the Employer in writing and must specify the specifics of the course and the job relevance of the course. The Employer will evaluate the request based on factors including: length of service, job relevance, budgetary restraints, and length of course.

Leave taken under this section is subject to Article 16.2. The Employer will make every effort to accommodate an employee including granting the use of vacation leave or time off in lieu of time worked.

The Employer will regularly provide information of educational courses applicable to the occupations and positions in the classification groups by posting them on the Bulletin Boards or circulating to the work areas.

16.6 **Jury Duty**

Time spent on a scheduled working day by an employee required to serve as a juror or court witness, shall be considered as time worked at the appropriate rate of pay, to the length of the trial or the court deems necessary, less any payment received from the courts.

16.7 **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.

ARTICLE 17 PAY ADMINISTRATION

17.1 The wage schedule, covering employees occupying positions shall be set in Schedule "A", forming part of this Agreement.

17.2 **Wage Re-Opener**

The parties agree, if funding grants increase during the term of this Agreement, the parties will renegotiate wages for all classifications.

17.3 **Equal Pay for Equal Work**

The employer agrees to recognize the principle of equal pay for equal work regardless of the sex of the employee.

17.4 **Payment of Wages**

Permanent employees shall be paid an advance of \$500.00 on the fifteen (15th) of each month, and the balance, on the last day of the month, When these days fall on a Saturday or Sunday, or Statutory Holiday, salary will be paid on the business day preceding the scheduled pay day.

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

17.5 **Overtime Defined**

Overtime is defined as the following, and if worked, shall be considered overtime.

- a) all authorized work in excess of regular scheduled shift
- b) days of rest
- c) scheduled days off
- d) statutory holidays

17.6 **Overtime at Time and One Half**

Overtime worked shall be compensated at a rate of time-and-one-half (1½). Upon the employees request, the Employer may grant time off in lieu, per Article 12.2, at the overtime rate.

17.7 **Sick Leave Compensation**

Sick leave shall be paid equivalent to the total hours for the shift predetermined by the shift schedule. If the employee was scheduled for a twenty-four (24) hour shift, sick leave shall be paid on the basis of a twenty-four (24) hour shift. If the employee was scheduled to work a twenty-hour (24) shift, sick leave shall be paid on the basis of a twenty-hour (24) shift.

17.8 **Temporary Performance of Higher Duties (TPHD)**

TPHD is the voluntary assignment of an employee to perform the primary responsibilities of a higher paid position. The Employer shall assign TPHD to the senior qualified applicant

An employee who is temporarily assigned to higher duties by the Employer shall be paid the rate of pay per Schedule "A".

17.9 **Employer Required Education**

The current practice of allowing paid educational conference and workshop leave shall continue. All time spent by employees on Employer Required Education shall be considered as time worked.

17.10 **Vehicle Kilometer Allowance**

Effective April 1, 2007, when a staff member uses their own vehicle in the performance of their duties, a payment of \$4.75 per trip will be paid based on \$0.4125/kilometre for trips up to 11.5 kilometers in length.

As a condition of employment in a Victoria House Group Home, the Employee is required to have a valid drivers licence and have access to a vehicle.

17.11 **Auto Cleaning Allowance**

Cleaning, of personal vehicles, resulting from transportation of clients, shall be paid by the employer **annually to a maximum of \$250/per permanent employee, and all other employees past their initial probation period** on an as need be basis, conditional upon receipts.

17.12 **Liability Insurance**

Employees who, in the normal performance of their duties, are required to transport clients in their personal vehicles shall be reimbursed annually for the cost of any third party liability insurance to a maximum of \$125.00/permanent employee, and all other employees past their initial probation period.

17.13 **Meals**

The Employer shall provide meals for employees during scheduled working hours only.

ARTICLE 18 JOB DESCRIPTIONS

18.1 **Manual of Job Descriptions**

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

18.2 **Changes in Job Descriptions**

When the duties of any job description are altered or changed or where the Union or Employer feel 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 19 EMPLOYEE BENEFITS

19.1 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.

19.2 Employee Benefits

The Employer agrees to participate in the SGEU Health and Welfare Trust. All permanent full-time employees shall be enrolled in the following plans:

Dental Plan:	100% basic coverage. Employer's premium contribution \$26/employee/month
Extended Health:	Plan 2a. Employer's premium contribution \$26/employee/month
Group Life Insurance:	2x coverage. Employer's premium contribution \$6/employee/month.

Permanent full-time employees shall be responsible for the remaining portion of all monthly premiums. The Employer shall deduct such premiums from the employees' earnings and remit the premiums monthly on behalf of the employees.

Newly hired or promoted full-time employees will be eligible to participate in the benefit plans after three (3) months of full-time service.

19.3 Benefits Pro-rated

Employees who work less than full time, will have benefits of this Collective Agreement pro-rated.

19.4 Pension Plan

The parties agree to continue to participate in the Public Employees Pension Plan (PEPP) currently in place at the time of signing this Agreement. All employees are eligible to participate. **Effective September 1, 2009**, contributions will be **5%** of gross earnings contributed by the Employer and **5%** of gross earnings contributed by the employee.

19.5 Long Term Disability

All employees shall be enrolled in the SGEU Long Term Disability Plan (LTD Plan). The employees shall be responsible for payment of all premiums for the LTD Plan currently set at one point three percent (1.3%) of regular earnings. The Employer agrees to deduct premiums from the earnings of the employees and remit same to the Union monthly together with a list of names of employees on whose behalf the dues are remitted.

The Union shall provide a minimum thirty (30) days notice of any change in the amount of dues to be deducted.

ARTICLE 20 HEALTH AND SAFETY

20.1 The Employer agrees to establish and Occupational Health & Safety Committee as per existing legislation. The parties agree to abide by the Occupational Health and Safety Act.

ARTICLE 21 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) 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 grievance.
- 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 arbitrator, 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 22 AGGRESSIVE CLIENT CONDUCT/INCIDENTS

- a) Aggressive client conduct shall be defined as any incident which has an element of physical or verbal abuse, harassment, 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, as far as it is known.
- 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 23 DURATION OF AGREEMENT

Term of Agreement

This Agreement will become effective April 1, **2008** and shall continue in effect until March 31, **2011**, and automatically from year to year thereafter, unless either party gives written notice of its desire to negotiate revisions **to this Agreement**. Such notice shall be given not less than thirty (30) days and not more than sixty (60) days prior to the expiry of the Collective Agreement.

23.1 Agreement to Remain in Effect

Both parties shall adhere to the terms of this Agreement during collective bargaining.

23.2 Agreement to Continue in Force

Where written notice has been given pursuant to Article 23.1, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

23.3 Changes During the Term of the Agree

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

Any mutually agreed changes to this Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

23.4**Wage and Benefit Re-opener**

The parties agree that, should new or additional funds be made available at anytime during the term of this Agreement, the parties shall meet to re-negotiate the wages and/or benefits contained within this Collective Agreement.

SCHEDULE A

Effective February 1, 2010

All new rates retroactive to January 1, 2009

				Previous Rate as at May 1, 2009	Increase in dollars	NEW RATE Feb 1/10 Effective	Percent Increase over old rate
Group Home Operator	Supervisor	McMurphy	Level 2	\$9.92	\$1.05	\$10.97	10.58
Group Home Operator	Careworker	McMurphy	Level 2	\$9.77	\$1.05	\$10.82	10.75
Group Home Operator	Supervisor	Lacon	Level 1	\$9.62	\$1.05	\$10.67	10.91
Group Home Operator	Careworker	Lacon	Level 1	\$9.46	\$1.05	\$10.51	11.10
Supervisor	Supervision Duties			\$0.26	\$0.00	\$00.26	00.00
** Programmer & Relief-Casual after probationary hours			Level 1/2	\$9.25	\$1.05	\$10.30	11.35
** Probationary/Orientation/Casual	~~			\$9.25	\$1.05	\$10.30	11.35

** Legislated Minimum Wage Increase

~~ Probationary 300 Hours for new casual employees

LETTER OF UNDERSTANDING #1

Victoria House Group Homes supports SGEU's assertion that there is a need to ensure adequate core funding for human service Community Based Public Services. Victoria House Group Homes is willing to be affiliated with SGEU in trying to obtain guaranteed and adequate core funding for Community Based Public Services agencies where:

The goals and objectives of the Union are consistent with those of Victoria House Group Homes.

The processes and practices utilized to achieve this end by the Union are acceptable to Victoria House Group Homes.

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

Signed on behalf of:
Victoria House Group Homes Inc.

Darren Olson
Chair of the Bargaining Unit

Stu Riley
Chair of the Board

Irene Coubrough

Ken Derkatch

Angela Night

Glenn Billingsley, AAA

Signed this ____ day of _____ 2010.

SIGNING PAGE

Victoria House Group 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:
Saskatchewan Government and
General Employees' Union

Signed on behalf of:
Victoria House Group Homes Inc.

Darren Olson
Chair of the Bargaining Unit

Stu Riley
Chair of the Board

Irene Coubrough

Ken Derkatch

Angela Night

Glenn Billingsley, AAA

Signed this ____ day of _____ 2010.