

# **H.E.L.P HOMES OF REGINA**

**April 1, 2018 to  
March 31, 2022**

**COLLECTIVE AGREEMENT**

**SGEU**

**ARTICLES OF A  
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**H.E.L.P. HOMES OF REGINA**

**AND**

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

**APRIL 1, 2018 TO MARCH 31, 2022**

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT**  
made in duplicate this 13 day of November, 2018.

between

**H.E.L.P. HOMES OF REGINA**  
hereinafter referred to as "the Employer"

**PARTY OF THE FIRST PART**

and

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

**PARTY OF THE SECOND PART**

**ARTICLE 1      PURPOSE**

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

- 1.1                    To provide a consistent and caring environment of high quality services to the residents.
- 1.2                    To encourage efficiency and safety in operations.
- 1.3                    To maintain and improve harmonious relations between the Employer and the employees.
- 1.4                    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:

- 2.1                    Union - means the Saskatchewan Government and General Employees' Union representing the employees of H.E.L.P. Homes of Regina.
- 2.2                    Employer - means H.E.L.P. Homes of Regina.
- 2.3                    Employee - is an individual who is in the bargaining unit.
- 2.4                    Executive Director - means the Executive Director of H.E.L.P. Homes of Regina.

- 2.5** Promotion - means the movement of an employee from a position in one class to a position in another class with a higher maximum salary
- 2.6** 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.
- 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 - is an employee who has passed an initial probation.
- 2.10** Full time Employee – a full time employee is one who works full time on a regularly scheduled basis.
- 2.11** Part time Employee – a part time employee is one who works less than full time hours on a regularly scheduled basis.
- 2.12** Casual Employee – a casual employee is an employee who; works on a “call in” basis, does not have a regular schedule and is not guaranteed hours.
- 2.13** Position Classification Plan - means and indicates the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.
- 2.14** Spouse – means:
- a) the wife or husband of a person or
  - b) 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.
- 2.15** Immediate Family – for the purposes of Article **23.6** (Dependent Care Leave) shall mean daughter, son, parents, spouse, spouse’s parents or any person who is a legal dependant.
- 2.16** 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, including Supervisory Employees as defined in *The Saskatchewan Employment Act*, of the Employer excluding the following:

- a) Executive Director
- b) Program Co-ordinator(s)
- c) Accountant
- d) Administrative Assistant
- e) Contract workers hired for a specific project for a period not to exceed 6 months
- f) All new positions are considered in scope until negotiated otherwise with the Union.

### **ARTICLE 4 MANAGEMENT RIGHTS AND RESPONSIBILITIES**

#### **4.1 Management Rights**

- a) The union acknowledges that it is the right of the Employer to manage the operation and workforce subject to the terms of the collective agreement.
- b) It is the Employer's responsibility to take all measures possible to protect all employees' personal information.

### **ARTICLE 5 UNION SECURITY**

#### **5.1 Recognition**

- a) 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 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.

- b) Management shall inform and/or educate the employees of the new policy or rule prior to implementation.
- c) The Employer shall maintain a policy manual available to employees.
- d) No employee shall be disciplined on a policy or rule if Article 5.1b) and 5.1c) have not been followed

## **5.2 Work of the Bargaining Unit**

Except in the cases mutually agreed upon (as in Article 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.

## **5.3 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 except as permitted by *The Saskatchewan Human Rights Code*.

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

## **5.4 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.

## **5.5 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 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.

## **5.6 Union Dues**

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

## **5.7 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.

## **5.8 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 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.

## **5.9 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.

## **5.10 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.

## **5.11 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.

## **5.12 Confidentiality**

- a) The principle of confidentiality within a labour relations context is extremely important. Depending on the specific situation, the Employer, union representatives, and employees may have legitimate access to confidential information for labour relations/business purposes.
- b) Union representatives that have access to confidential information for labour relations/business purposes have the right to discuss the information with other employees and/or the hired union staff representative if they have a legitimate business interest to the information.
- c) Both parties are responsible to take all measures possible to protect the confidentiality of all employees.
- d) It is the Employer's responsibility to take all measure possible to protect all employees' personal information.

## **5.13 Correspondence Between the Parties**

- a) All correspondence to the Union pertaining to the interpretation, administration, or application of this collective agreement shall be addressed to the Union.
- b) All correspondence from the Union pertaining to the interpretation, administration, or application of this collective agreement shall be addressed to the Executive Director.
- c) All correspondence to the Union regarding specific grievances shall be addressed to the Union.

- d) All correspondence from the Union regarding specific grievances shall be addressed to the Executive Director.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

### **6.1 Definition of Grievance**

- a) A grievance shall be defined as any unresolved difference or dispute between the Employer and any Employee(s) or the Union pertaining to any of the following:
- b) Any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work, or working conditions of any employee or employees under the provisions of this Agreement.
- c) Any matter involving the interpretation, application, or alleged violation of any provisions of this Agreement.

### **6.2 Stewards**

- a) The duties of a steward, when requested by the member(s) of the bargaining unit, shall be to represent the member(s) during all stages of the dispute, including investigation, preparation and presentation of the grievance in accordance with the Grievance Procedure.
- b) The steward 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. The steward shall not suffer any loss of pay or other benefit for the time. Time spent shall not necessitate the hiring of extra staff.

### **6.3 Names of Stewards**

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

### **6.4 Permission to Leave Work**

- a) No employee, steward, or elected Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaint(s) provided there is coverage available.
- b) The grievor(s) and steward shall suffer no loss of pay to attend all grievance meetings with the Employer.

## 6.5

### Procedure

Any difference or dispute between the Employer and any employee(s), and/or the union pertaining to any issue that may lead to a grievance will be discussed with the manager or designate before the union proceeds to Step 1 of the grievance procedure.

Both parties shall be required to provide appropriate disclosure at each step of the procedure of all information available regarding the dispute.

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

It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance.

#### a) Step 1 – Filing a Grievance

Failing resolution of the dispute, the grievance shall be submitted in writing by Union on behalf of the aggrieved to the Executive Director within 60 calendar days of alleged infraction.

The Executive Director shall render a written decision to the Union with a copy to the grievor and steward within 30 calendar days of receipt of the grievance.

#### b) Step 2 – Meeting

Upon receipt of the Step 1 letter, the SGEU Labour Relations Officer within 30 calendar days may request a meeting with the Employer and a representative from the board. If a meeting is agreed to, it shall be scheduled within 30 calendar days of the date of the request. Upon mutual agreement of the parties, additional meetings may be required.

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

The meeting may attempt to ascertain the facts and negotiate a resolution.

If settlement is not reached at the Step 2 meeting, the Employer shall render the decisions in writing within 15 calendar days of the meeting.

#### c) Step 3 – Arbitration

If settlement is not reached at Step 2, within 30 calendar days, either party shall notify the other party that the grievance is being advanced to arbitration.

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

**6.6 Deviation from Grievance Procedure**

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

**6.7 Failure to Act Within Time Limits**

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

**6.8 Technical Objections to Grievances**

It is not the intention of the Employer or the Union to evade the settlement of grievances on a procedural technicality; however, it is clearly understood that the time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason why.

**6.9 Changes to Agreement**

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

**6.10 Access to Grievance Information from Employer**

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

**ARTICLE 7 ARBITRATION**

**7.1 Selection of an Arbitrator**

The parties will reach agreement on a mutually acceptable arbitrator as needed. If agreement cannot be obtained between the parties then

either party can apply to the Minister of Labour to have an arbitrator appointed.

## **7.2 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, except mandatory time limits. The arbitrator shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

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

- a) If called by the Employer, leave without loss of pay and expenses paid by the Employer.
- b) If called by the Union, leave in accordance with Article 23.3 and expenses paid by the Union.
- c) If called by the arbitrator, the parties shall share equally the costs.

## **7.3 Decision of the Arbitrator**

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

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

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

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

## **7.4 Expenses of the Arbitrator**

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

## **ARTICLE 8 DISCIPLINE, SUSPENSION, DISMISSAL**

**8.1** Any employee may be dismissed or suspended but only for just cause, and only upon the authority of the Employer.

### **8.2 Burden of Proof**

**An employee may apply to the Executive Director to expunge the record of disciplinary action after twenty-four (24) months following the disciplinary action, provided no further incidents of a similar nature have occurred during that time.**

### **8.3 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.

### **8.4 Verbal Reprimand**

Management will notify the employee a minimum of 24 hours prior to receiving reprimand. Management 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.

### **8.5 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 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.

### **8.6 Suspension**

If there is still no positive response **to the progressive discipline** 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 Union.

### **8.7 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.

**8.8** 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 6). Step 1 of the Grievance Procedure shall be omitted in such cases.

**8.9 Right to Have a Steward**

- a) Where the Employer intends to discipline an employee the Employer shall inform the employee of the purpose, date and time of the meeting and her right to union representation. The employee shall receive the notice in writing at the beginning of the meeting.
- b) When the Employer intends to conduct an investigative meeting which may result in discipline, the Employer shall inform the employee of the date and time of the meeting and her right to union representation. The employee shall receive the notice in writing at the beginning of the meeting.
- c) The employee will be given sufficient time to arrange union representation.
- d) The employee may choose to waive the right to Union representation. This shall be done so in writing. If at any time during the meeting the employee chooses to rescind the waiver, the employee shall be given sufficient time to arrange Union representation.

**8.10 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.

**8.11 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 9 SENIORITY**

**9.1 Definition**

- a) The seniority of an employee is defined as the length of service with the Employer. Seniority shall be based on number of hours worked. Employees cannot earn more than the full time equivalent of seniority in a year.

- b) The seniority year shall be September 1<sup>st</sup> to August 31<sup>st</sup>. The seniority list shall be posted no later than September 30<sup>th</sup> of each year.
- c) Each different hours of work scheduling model hours shall be converted to a standard of 2080 hours for a full time position. Seniority will be determined by multiplying the hours worked by the following multiplier:
  - i) Group Home Operator (3432 annual hours) - .6061
  - ii) Group Home Operator (3640 annual hours) - .5715
  - iii) Group Home Manager – 1
  - iv) Group Home Worker – 1
  - v) Group Living – (3120 annual hours) - .6667
  - vi) Administrative Support – 1
  - vii) Program Assistant – 1
  - viii) SLP – (1950 annual hours) – 1.0667
  - ix) Group Home Supervisor Lacon (4380 annual hours) - .4748
  - x) Group Home Supervisor McMurchy (2920 annual hours ) - .7123
- d) If the full time equivalent annual hours change, a group was missed, or new hours of work scheduling model(s) added they shall be converted to a standard of 2080 hours.

## **9.2 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 by October 15<sup>th</sup> of each year and remain posted on the bulletin board for the balance of the year.

## **9.3 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 15 days' notification by the Employer to return to work following a layoff, unless through sickness or other just cause.

- d) When the employee is not scheduled or available to work over a 6 months period.
- e) When an employee is absent without leave for 3 consecutive scheduled working days unless it can be shown by the employee that special circumstances prevented the employee from reporting to work or from seeking authorization to miss work.

**9.4 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 10 APPOINTMENTS AND STAFF CHANGES**

**10.1 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.

**10.2 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.

**10.3 Application for Deadline**

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

#### **10.4 Waiver of Job Postings**

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

#### **10.5 Qualifying for a Position**

- a) All applications shall be assessed by the Employer to determine if the candidate has the requirements to perform the duties for the position.
- b) All applicants who have been assessed to have met the requirements may be invited to participate in an interview.
- c) The Employer may determine that an interview is not required if the senior candidate has performed the duties previously or is laterally transferring.
- d) The interview shall be designed to fairly test the qualifications of the person being examined. The means or measures used to test the candidates may include any verbal or written test to assess knowledge, skill, capacity, intelligence, aptitude, experience, and personal suitability. No test or question shall be constructed to lead to disclosure of any information, preferences or opinions concerning any political, religious, fraternal, or racial affiliation.
- e) In evaluating the applicant in regard to the requirements for a job the Employer shall do so in good faith and a manner that is fair, reasonable, non-arbitrary and non-discriminatory.
- f) The most senior candidate who has demonstrated that she possesses the requirements, shall be deemed the most senior qualified candidate and shall be offered the position in writing within 30 days after the closing date of the posting.
- g) A candidate who has been interviewed by the Employer shall have the right to feedback by the Executive Director or designate with regard to their strengths and weaknesses revealed in the process.

#### **10.6 Notification of Successful Competition**

Following the applicant's acceptance of the position, the Employer shall notify the Union and any applicants within the Bargaining Unit of the appointment of the successful applicant.

## **10.7**

### **Probationary Periods**

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

## **10.8**

### **Completion of Probationary Periods**

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

## **10.9**

### **Initial Probation**

During the initial probationary period, employees, if terminated due to general unsuitability, shall have the right to grieve.

## **ARTICLE 11 JOB SECURITY**

### **11.1**

#### **Performance Evaluations**

Performance Evaluations shall not be used for disciplinary purposes.

### **11.2**

#### **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 2 years.
- b) Employees who are fit to return to work to a maximum of 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.

### **11.3 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 12 LAY-OFFS AND RECALLS**

### **12.1 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.

### **12.2 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.

### **12.3 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 14 days' notice of recall in written form.

### **12.4 No New Employees**

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

### **12.5 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) 1 week written notice, if his period of employment is less than 1 year;

- b) 2 weeks written notice, if his period of employment is 1 year or more but less than 3 years;
- c) 4 weeks written notice, if his period of employment is 3 years or more but less than 5 years;
- d) 6 weeks written notice, if his period of employment is 5 years or more but less than 10 years;
- e) 8 weeks written notice, if his period of employment is 10 years or more."

**12.6 Notice of Resignation**

Employees will give 2 weeks' notice of resignation.

**ARTICLE 13 HOURS OF WORK**

**13.1 Group Home Operator**

- a) Full-Time Group Home Operator  
All Full-time Group Home Operators will be on a monthly schedules-based on individual house operational needs and funding.
- b) 393 Froom Crescent  
Annual hours of work shall be **3522**. Scheduling shall be subject to Article **13.8**.
- c) **3014 Harding Street**  
**Annual hours of work shall be 3522. Scheduling shall be subject to Article 13.8.**
- d) 3335 Robinson  
Annual hours of work shall be **3848**. Scheduling shall be subject to Article **13.8**.
- e) 907 McCarthy Blvd. North  
Annual hours of work shall be 2080. Scheduling shall be subject to Article **13.8**.
- f) **79 McMurchy Avenue**  
**Annual hours of work shall be 2920. Scheduling shall be subject to Article 13.8.**

g) **1437 Lacon Street**

**Annual hours of work shall be 2920. Scheduling shall be subject to Article 13.8.**

**13.2** When a Group Home Operator is required to transport a client to another city for medical reasons, the Executive Director shall assign another staff to accompany the Group Home Operator. At the Executive Director's discretion, she may arrange to cover the shift at the home.

**13.3** Group Home Supervisor and Group Operators Lacon and McMurchy Group Home Supervisor and Group Home Operators at McMurchy and Lacon shall work a 24 hour work day on a rotating schedule as follows:

Two 24 hour days "on"

Four 24 hour days "off"

This rotation shall be fully implemented at the Lacon Group Home when the current incumbent either resigns or is appointed to a new position. Until that time, the incumbent shall continue to work 7 days out of 14 days rotation.

**13.4 Supportive Living Program (SLP)**

a) Full-time Supportive Living Worker

Full time employees shall work a 5/5 day rotation. Hours of work shall be undefined. The full time employees will be credited with 1950 hours a year. The full time employee shall be on standby via cell phone for 24 hours during their 5 day rotation.

b) Casual Supportive Living Worker

All casual SLP shifts shall be paid based on a 7.5 hour day. The casual employee shall be on call between 9:00 am and 9:00 pm. The casual SLP employee shall have the option to be on call beyond 9:00 pm. Should the employee decide not to be on call, the phone shall be forwarded to the H.E.L.P. Homes of Regina emergency line.

**13.5 Group Living Operators**

**Annual hours of work shall be 3120.**

**13.6 Permanent Part-Time**

- a) Part time Program Assistant for Harding House, Froom House and Robinson shall work annually **up to** a maximum of 1044 hours.
- b) Part time Program Assistant for McCarthy shall work annually 648 hours. These hours shall be averaged over a 12 month period to 54 hours per month, with undefined daily hours.

**13.7 Posting Work Schedules**

The Employer shall develop shift rotations. Employees' work schedules shall be posted 30 calendar days in advance in a place accessible to the employees. Employees requesting changes in the work schedule, other than vacation leave, must submit such requests within 14 calendar days of the posted schedule.

**13.8 Casual Call In**

- a) The scheduling of the casual assignments shall be done by the Employer.
- b) The shifts shall be offered as fairly and evenly as possible.
- c) The responsibility for providing her availability information rests with the casual employee.
- d) Once a casual has accepted a shift, she shall not opt out of the shift except for reasons of illness or emergency.
- e) Whenever possible the employees will be provided a reasonable amount of time to respond if the Employer is not able to speak to the casual employee in person.
- f) For approved requests of less than 14 days' notice, the employee shall schedule a casual employee to cover the shift.

**13.9 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.

**13.10 Work on Scheduled Days Off**

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

## **OVERTIME AND TIME IN LIEU**

### **13.11 Overtime Rate**

Overtime shall be at a rate of 1 ½ times the employee's regular rate of pay for the position filled. The minimum rate being 1 ½ times the casual hourly rate of pay.

### **13.12 Time In Lieu**

Full time employees and Group Home Operators may accumulate time in lieu of overtime pay out and statutory holidays to the following maximums levels:

Group Home Manager	80 hours
Group Home Supervisor (McMurchy)	122 hours
Group Home Supervisor (Lacon)	168 hours
Group Home Operators	132 hours
Group Living Worker	120 hours
Supportive Living Worker	76 hours
Administration Support	80 hours

TIL is to be taken by the end of each fiscal year. Unused TIL at the end of the fiscal year can be carried-over with approval of the Executive Director.

### **13.13 Work Exceeding Scheduled Hours**

- a) When an employee other than Group Home Operators and Group Living Operators, agrees to work in the capacity of her position on a scheduled day of work or attends Employer required education, over her regularly scheduled hours to the maximum of 40 hours per week she shall either accumulate time in lieu or be paid at overtime rates.
- b) Full-time employees and Group Home Operators required by the Employer to work in the capacity of their permanent position or attend meetings related to their permanent position or participate in Employer required education on their scheduled time 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.

**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. This shall be paid at 1½ the rate of pay. If 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 Year's Day	Family Day
Good Friday	Easter Sunday
Victoria Day	Canada Day
Saskatchewan Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

## **16.2 Hours of Work on Statutory Holidays**

Notwithstanding Article 13, holidays falling on weekdays will be considered 24 hour shifts. For the 24 Shift Model homes, the holiday hours will be from 12:00 am – 12:00 am. For the Group Home Model homes the holiday hours will be the scheduled hours of the home operator.

The minimum sum of money to be paid for a statutory holiday or for another day designated for observance of the statutory 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 statutory holiday, exclusive of overtime.

## **16.3 Minimum Statutory Holiday Pay**

The minimum sum of money to be paid for a statutory holiday or for another day designated for the observance of the statutory 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 Article 17.2; and
- b) the amount of wages, calculated at a rate that is 1 ½ 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 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 48 hours' notice of this.

## **ARTICLE 17 FLOATING HOLIDAY**

### **17.1 Floating Holiday**

The “floating holiday” shall be a paid day off each fiscal year, taken at the employee’s discretion. This day will be paid at straight time to all permanent full time employees and permanent Group Home Operators.

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**

- a) The vacation year shall be the Employee's anniversary date of employment.
- b) At the discretion of the Employer vacation may be granted prior to completion of 1 year of employment.
- c) Requests for vacation shall be submitted in writing to Executive Director.
- d) 30 days in advance of the requested dates. The Employer must approve/disapprove within 1 week of the request.

### **18.3 Annual Vacation Credits**

Permanent employees are entitled to:

- a) an annual vacation of 3 weeks after the first and including the 4<sup>th</sup> year of employment (3/52 of hours worked in a year).
- b) an annual vacation of 4 weeks during and after the 5<sup>th</sup> year of employment (4/52 of hours worked in a year).
- c) **an annual vacation of 5 weeks during and after the 12th year of employment (5/52 of hours worked in a year)**

- d) an annual vacation of 6 weeks during and after the 20<sup>th</sup> year of employment (6/52 of hours worked in a year).

**18.4 Carry-over of Annual Vacation**

An employee shall be permitted to carry over unused vacation from 1 fiscal year (April 1 – March 31) to the next.

**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**

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**

- a) 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.
- b) 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**

- a) The permanent full-time employee submits a written proposal to the Executive Director stating:
  - i) reason for job share
  - ii) percentage of hours to be shared
  - iii) duration of job share
- b) The Executive Director determines whether the job share arrangement would be operationally feasible. Job share arrangements are not to be unreasonably denied.

## **20.4**

### **Cancellation of Job Share**

The incumbent, or the Executive Director may terminate the job share by providing 30 working days written notice. Notice to terminate will be concurrently provided to the other employee in the job share and the Union.

By mutual agreement of the parties, the notice period to terminate the job share may be shortened. *The Saskatchewan Employment Act* provisions regarding notice of termination will apply should the other employee be a non-permanent employee.

## **20.5**

### **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**

- a) Sick leave means the period of time an employee is absent from work due to being sick, disabled or injured for which insurance does not cover. Sick leave shall be time off with pay to the extent the employee has earned sick leave credits.
- b) 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**

- a) Full time Group Home Operators shall be granted 209 hours of sick leave annually on April 1. **Sick leave may accumulate to a maximum of 380 hours.**
- b) Full time SLP workers shall be granted 88 hours of sick leave annually on April 1. Sick leave may accumulate to a maximum of 160 hours.
- c) Full time Program Assistants shall be granted 55 hours of sick leave annually on April 1. Sick leave may accumulate to a maximum of 100 hours.
- d) Full time Group Living Operator shall be granted 190 hours of sick leave annually on April 1. Sick leave may accumulate to a maximum of 230 hours.
- e) Full time Group Home Manager and Group Home Worker shall be granted 96 hours of sick leave annually on April 1. Sick leave may accumulate to a maximum of 230 hours.
- f) Full time Administrative Support shall be granted 88 hours of sick leave annually on April 1. Sick leave may accumulate to a maximum of 160 hours.
- g) Full time Group Home Supervisor and Group Home operators formally employed by Victoria Care Homes will continue to accrual sick as per Letter of Understanding – Transfer Agreement, dated October 15, 2014.
- h) Part time employees shall accumulate sick leave credits prorated on the number of hours worked relative to the number of working hours required in that month. Sick leave may accumulate to a prorated maximum.

### 21.4

#### **Proof of Illness**

A medical certificate may be requested by the Executive Director from employees reporting sick.

If a medical certificate is required, the certificate will be requested within 7 days of the reported 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 an approved leave of absence, she shall retain her existing accumulated sick leave credits at the time of the 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 Article 22.3.

## **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 **18 months** in the event of pregnancy or adoption under the conditions of current *The Saskatchewan Employment 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 Emergency Shelter**

**When an employee is required to seek emergency shelter from interpersonal violence, the employee may be entitled to draw from sick leave credits for up to three (3) days per year, or access any other available leave. An employee who has expended all available paid leave may be granted a leave of absence without pay.**

### **22.4 Union Leave**

Employees selected as delegates to attend labour conventions or business meetings, elected to be a representative on a committee and or training 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. No request will be unreasonably denied.

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.

### **22.5 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.

### **22.6 General Leave Without Pay**

Leaves of absence without pay other than those stated in this agreement may be requested by an employee. An employee must submit the leave request in writing to the Executive Director. All leave requests must be approved in writing by the Executive Director. The Employer may grant such leave based on adequate coverage being maintained.

### **22.7 Dependent Care Leave**

An employee with sufficient cause may be granted Dependent Care Leave with pay up to a maximum of 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 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**

- a) **All employees except permanent full-time Supportive Living Workers shall be paid at an hourly rate.**
- b) Permanent employees shall be paid a loan on the 15th of each month which will be **up to** half of their monthly net earnings, **based on their previous three (3) months' average.** The balance will be paid on the last banking day of the month.
- c) Casual employees will be paid on the last banking day of the month.

### **23.3 Statement of Accruals**

A record of all time-in-lieu, sick leave, and vacation leave accruals shall be provided to each employee 3 times per year: April, July, and November. It is the responsibility of the employee to review the records. Should an error be found within 60 days of the receiving the notice, the employee shall notify the Employer. The Employer shall only pay up to 1 year retro on an error.

### **23.4 Temporary Assignment of Higher Duties**

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

### **23.5 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.

### **23.6 Increments**

- a) 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.
- b) Increment dates shall not be affected by demotion.
- c) When an employee's start date falls on the 15th of the month or later, increments are applied to the following month.

**23.7****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.

**23.8****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 the time is not part of an employee's regular day of work, employees shall be entitled to pay as per Article 14 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.
- d) 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 arm's length who provide child care as a regular source of income and who do not reside with the family.
- e) 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.

**23.9****Mileage**

When an employee is requested by the Employer to use her vehicle, mileage shall be paid at the rate of 40 cents per kilometre.

Employees who qualify for a car allowance shall receive \$150 per month.

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.

**23.10 Meals**

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

**23.11 On Call Compensation**

SLP on-call compensation of \$5.00 per employee per day will be paid to the SLP employee on shift.

**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**

- a) The Employer and the Union agree to continue to participate in a benefits package. The package will include life insurance, long-term disability, single health and dental for full time employees and Group Home Operators, and a dental plan for part time employees **who qualify for the plan.**
- b) Employees formally employed by Victoria Care Homes will continue with the benefit option under the Letter of Understanding – Transfer Agreement dated October 15, 2014.

**25.3 Pension Plan**

**Permanent** employees may participate in the Pension Plan. Contributions will be 4% of gross salary contributed by the Employer and 5% of gross salary contributed by the employee.

Employees formally employed by Victoria Care Homes will continue with the pension plan as stated in the Letter of Understanding – Transfer Agreement dated October 15, 2014.

**25.4 Car Insurance**

Permanent Group Living Operators and SLP workers who are required to use their vehicle on a regular basis for H.E.L.P. Homes business shall be reimbursed for the additional insurance up to \$150.00 per year.

**25.5 Vehicle Interior Cleaning**

Where permanent 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. \$175.00.

**ARTICLE 26 HEALTH AND SAFETY**

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

**ARTICLE 27 HARASSMENT**

**27.1** 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.

**27.2** Harassment shall be defined as:

- a) inappropriate touching, including touching which is expressed to be unwanted.

- b) suggestive remarks or other verbal abuse with a sexual connotation.
- c) compromising invitations.
- d) repeated or persistent leering at a person's body.
- e) demands for sexual favours.
- f) sexual assault.
- g) verbal abuse or threats
- h) unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexual orientation, etc.
- i) displaying of pornographic, racist or other offensive or derogatory pictures.
- j) practical jokes which cause awkwardness or embarrassment.
- k) unwelcome invitations or request, whether indirect or explicit, or intimidation.
- l) condescension or paternalism which undermines self-respect.
- m) 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.

### **27.3**

#### **Procedure**

If an employee feels he/she is being harassed:

- a) Tell the harasser that his/her behaviour is unwelcome and ask him to stop.
- b) Keep written record of dates, times, the nature of the behaviour and witnesses if any.
- c) 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.
- d) Dealing with the complaint:

- e) 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.
- f) Investigation to be undertaken by the Executive Director and/or the Personnel Committee of the Board.
- g) The alleged harasser will be immediately informed that a complaint has been made.
- h) 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.
- i) All persons involved will be informed of their rights and responsibilities.
- j) 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.
- k) 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.
- l) 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.
- m) 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.
- n) Retaliation for filing a harassment complaint is in violation of the Human Rights code and will result in disciplinary action.

## **27.4**

### **Grievance Procedure**

- a) No information relating to the grievor's personal background, lifestyle, or mode of dress will be admissible during the grievance or arbitration process.
- b) 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.

- c) 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.
- d) 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.
- e) 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**

- 28.1** Aggressive client conduct shall be defined as any incident which has an element of physical or verbal abuse, harassments, whether actual, threatened or implied.
- 28.2** 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.
- 28.3** 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.
- 28.4** Employees may access their sick leave for the purposes of post-traumatic recovery or counselling.

**ARTICLE 29 DURATION OF AGREEMENT**

- 29.1** This Agreement will become effective on the 1st day of April, **2018** and shall continue in effect until the 31st day of March, **2022** and automatically from year to year thereafter, **Written notice to negotiate changes to the Agreement** shall be given not less than 60 days and not more than 120 days prior to the expiry date of this Agreement.

**29.2 Wage Re-opener**

The Employer shall provide notice to the Union within 30 days of any new or additional funds made available by the Government of Saskatchewan or any other funding party.

Within 30 days following notification either party may serve notice to commence negotiating amendments to the wages and/or benefits contained within this Collective Agreement.

**29.3**

All other provisions of this agreement shall remain in full force and effect. Any negotiated salary increase and/or benefits cost increase to the Employer pursuant to a wage re-opener shall not exceed the amount of funding increase received for salary, relief and benefits from the funding agent(s).

**SCHEDULE A**

April 1, 2018

	<b>Monthly Salary</b>	<b>Hourly Rate</b>	<b>Overtime</b>
<b>Group Home Manager McCarthy</b>		22.53	33.80
<b>Group Home Workers McCarthy</b>		18.03	27.05
<b>Group Home Operator Robinson</b>		15.05	22.58
<b>Group Home Operator Froom/Harding</b>		15.05	22.58
<b>Group Home Supervisor Lacon &amp; McMurchy</b>		15.59	23.39
<b>Group Home Operator Lacon &amp; McMurchy</b>		15.05	22.58
<b>Program Assistant</b>		15.02	22.53
<b>Group Living Worker</b>		15.05	22.58
<b>IGAP Worker</b>		17.85	26.78
<b>Casual</b>		13.89	20.84
<b>Supportive Living Worker</b>	3177.94		

**Note: Statutory holiday pay shall be calculated in accordance to Article 17.3**

**LETTER OF UNDERSTANDING #1  
Health Benefits Committee**

**The parties agree to create a committee comprised of 2 union members, 2 board members and 2 management persons to review the benefits, and explore alternate carriers, different coverage and premium options which may include co-pay.**

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

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

Original Signed By  
Darren Olson  
Chair of the Bargaining Unit

Original Signed By  
Sherry McKinnon  
Executive Director

Original Signed By  
Shelley Halvorson

Original Signed By  
Sherri Gawley

Original Signed By  
Joanne Bevan

Original Signed By  
Shirley Scarlett

Original Signed By  
Kathy Cook  
Labour Relations Officer

Signed this **13** day of **November, 2018**.

**SIGNING PAGE**

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and H.E.L.P. HOMES OF REGINA** hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this **13** day of **November, 2018**.

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

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

Original Signed By  
\_\_\_\_\_  
Darren Olson  
Chair of the Bargaining Unit

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\_\_\_\_\_  
Sherry McKinnon  
Executive Director

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\_\_\_\_\_  
Shelley Halvorson

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Sherri Gawley

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Joanne Bevan

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Kathy Cook  
Labour Relations Officer