

H.E.L.P. HOMES OF REGINA

April 1, 2010 –
March 31, 2014

COLLECTIVE AGREEMENT

SGEU

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

HELP HOMES OF REGINA

AND THE

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

APRIL 1, 2010 TO MARCH 31, 2014

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Articles of a Collective Bargaining Agreement made in duplicate on _____, 2012.

BETWEEN

H.E.L.P. Homes of Regina hereinafter referred to as "the Employer,"

Party of the first Part,

AND

the 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) To provide a consistent and caring environment of high quality **services** to the residents.
- 2) To encourage efficiency and safety in operations.
- 3) To maintain and improve harmonious relations between the employer and the employees.
- 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:

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

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

Employee - is an individual who is in the bargaining unit.

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

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

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

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

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

Permanent Employee - is an employee who has passed an initial probation.

Full time Employee – a full time employee is one who works full time on a regularly scheduled basis.

Part time Employee – a part time employee is one who works less than full time hours on a regularly scheduled basis.

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.

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

Spouse – means

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

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

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

ARTICLE 3 SCOPE

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

Executive Director
Program Co-ordinator(s)
Accountant
Administrative Assistant

Contract workers hired for a specific project for a period not to exceed 6 months

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

ARTICLE 4 MANAGEMENT RIGHTS AND RESPONSIBILITIES

4.1 Management Rights

4.1.1 **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.**

4.1.2 **It is the employer's responsibility to take all measures possible to protect all employees' personal information.**

ARTICLE 5 UNION SECURITY

5.1 Recognition

The employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees except as excluded in Article 3.1. 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.

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.

5.1.1 Management shall inform and/or educate the employees of the new policy or rule prior to implementation.

5.1.2 The Employer shall maintain a policy manual available to employees.

5.1.3 No employee shall be disciplined on a policy or rule if Article 5.1.1 and 5.1.2 have not been followed.

5.2 Work of the Bargaining Unit

Except in the cases mutually agreed upon (as in 3.1) persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit.

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 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.

5.6 Union Dues

5.6.1 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.

5.6.2 The employer shall provide with the dues submission a list of names, classifications and addresses of those who incurred the deductions.

5.6.3 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.

5.6.4 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 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.

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

5.12.1 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.

5.12.2 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.

5.12.3 Both parties are responsible to take all measures possible to protect the confidentiality of all employees.

5.12.4 It is the employer's responsibility to take all measure possible to protect all employees' personal information.

5.13 Correspondence Between the Parties

5.13.1 All correspondence to the Union pertaining to the interpretation, administration, or application of this collective agreement shall be addressed to the Union.

5.13.2 All correspondence from the Union pertaining to the interpretation, administration, or application of this collective agreement shall be addressed to the Executive Director.

5.13.3 All correspondence to the Union regarding specific grievances shall be addressed to the Union.

5.13.4 All correspondence from the Union regarding specific grievances shall be addressed to the Executive Director.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 Definition of Grievance

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

6.1.2 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.

6.1.3 Any matter involving the interpretation, application, or alleged violation of any provisions of this Agreement.

6.2 Stewards

6.2.1 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.

6.2.2 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

6.4.1 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.

6.4.2 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.

6.5.1 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 sixty (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 thirty (30) calendar days of receipt of the grievance.

6.5.2 Step 2 – Meeting

Upon receipt of the Step 1 letter, the SGEU Administrative Agreement Advisor within thirty (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 thirty (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 Administrative Agreement Advisor 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 fifteen (15) calendar days of the meeting.

6.5.3 Step 3 – Arbitration

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

6.5.4 Special Measures

- 1) 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.
- 2) 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 the Agreement

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

6.10 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:

- 1) If called by the Employer, leave without loss of pay and expenses paid by the Employer.**
- 2) If called by the Union, leave in accordance with Article 23.3 and expenses paid by the Union.**
- 3) 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 thirty (30) days of the end of the hearings.

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

The arbitrator shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions. Subject to the foregoing, the arbitrator shall have the power to

dispose of the grievance by any arrangement which the arbitrator deems just and equitable.

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

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 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.

8.3 Verbal Reprimand

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

8.4 Letter of Reprimand

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

8.5 Suspension

If there is still no positive response from an employee, the employee will be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included. Unless otherwise specified by the employee, a copy will be supplied to the Executive Director of Operations of SGEU

8.6 Dismissal

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

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

8.8 Right to Have a Steward

8.8.1 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.

8.8.2 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.

8.8.3 The employee will be given sufficient time to arrange union representation.

8.8.4 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.

8.9 No Discipline

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

8.10 Reinstatement of Rights

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

ARTICLE 9 SENIORITY

9.1 Definition

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.**

The seniority year shall be September 1st to August 31st. The seniority list shall be posted no later than September 30th of each year.

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:

- **Group Home Operator (3432 annual hours) - .6061**
- **Group Home Operator (3640 annual hours) - .5715**
- **Group Home Manager – 1**
- **Group Home Worker – 1**
- **Group Living – (3120 annual hours) - .6667**
- **Administrative Support – 1**
- **Program Assistant – 1**
- **SLP – (1950 annual hours) – 1.0667**

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 in August 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:

- 1) When the employee quits voluntarily;
- 2) When the employee is discharged and not reinstated under the Grievance or Arbitration Procedure;
- 3) 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.

- 4) When the employee is not scheduled or available to work over a 6 months period.
- 5) **When an employee is absent without leave for three (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

- 1) a new position is created;
- 2) a vacancy occurs;
- 3) 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:

- 1) name of position;
- 2) a brief description;
- 3) qualifications required;
- 4) salary;
- 5) hours of work;
- 6) deadline date for application.

10.3 Application Deadline

Applications must be received within two (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

10.5.1 All applications shall be assessed by the Employer to determine if the candidate has the requirements to perform the duties for the position.

10.5.2 All applicants who have been assessed to have met the requirements may be invited to participate in an interview.

10.5.3 The Employer may determine that an interview is not required if the senior candidate has performed the duties previously or is laterally transferring.

10.5.4 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 thirty (30) days after the closing date of the bulletin.

10.5.5 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.

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

- 1) Employees hired into full-time or part-time positions upon initial appointment shall serve a probationary period of six (6) months from the date of appointment.
- 2) Employees hired on a casual basis shall serve a probationary period of three hundred (300) hours.
- 3) Employees promoting shall serve an additional probationary period of six (6) months in their new position.
- 4) Employees transferring to an equitable position shall serve a probation period of two (2) months.
- 5) 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

11.2.1 Employees who are on Long Term Disability or Workers' Compensation shall be given an unpaid leave of absence until they are fit to return to work to a maximum of two (2) years.

11.2.2 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.

11.2.3 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

- 1) Employees shall be recalled in the order of seniority.
- 2) 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.

- 3) 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.
- 4) Employees shall be given fourteen (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:

- 1) one week's written notice, if his period of employment is less than one year;
- 2) two week's written notice, if his period of employment is one year or more but less than three years;
- 3) four week's written notice, if his period of employment is three years or more but less than five years;
- 4) six week's written notice, if his period of employment is five years or more but less than 10 years;
- 5) eight week's written notice, if his period of employment is 10 years or more."

12.6 Notice of Resignation

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

ARTICLE 13 HOURS OF WORK

13.1 Group Home Operator

13.2 Full-Time Group Home Operator

All Full-time Group Home Operators have two week rotating schedules.

13.2.1 393 Froom Crescent & 3014 Harding Street

Annual hours of work shall be 3432. Scheduling shall be subject to 13.5

13.2.2 3335 Robinson

Annual hours of work shall be 3640. Scheduling shall be subject to 13.5.

13.2.3 907 McCarthy Blvd. North

Annual hours of work shall be 2080. Scheduling shall be subject to 13.5.

13.2.4 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 Supportive Living Program (SLP)

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 twenty four (24) hours during their 5 day rotation.

Casual employees shall work weekday shifts of six (6) hours per day. Weekend shifts are considered nine (9) hours per day. The employee shall not be on call beyond the shift. The phone shall be forwarded to the HELP Homes of Regina on call line.

13.4 Permanent Part-Time

13.4.1 Part time Program Assistant for Harding House, Froom House and Robinson shall work annually 1044 hours. These hours shall be averaged over a twelve (12) month period to 87 hours per month, with undefined daily hours.

Part time Program Assistant for McCarthy shall work annually 648 hours. These hours shall be averaged over a twelve (12) month period to 54 hours per month, with undefined daily hours.

13.4.2 Administrative Support Worker

The Administrative Support Worker shall work 105 hours per month or 1260 annually, based on a Monday to Friday work week.

13.4.3 Group Living Program Workers

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

13.4.4 Supportive Living Worker

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

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

13.5 Posting Work Schedules

The Employer shall develop shift rotations. Employees' work schedules shall be posted thirty (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 fourteen (14) calendar days of the posted schedule.

13.6 Casual Call In

13.6.1 The scheduling of the casual assignments shall be done by the Employer.

13.6.2 The shifts shall be offered as fairly and evenly as possible.

13.6.3 The responsibility for providing her availability information rests with the casual employee.

13.6.4 Once a casual has accepted a shift, she shall not opt out of the shift except for reasons of illness or emergency.

13.6.5 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.

13.6.6 For approved requests of less than 14 days' notice, the employee shall schedule a casual employee to cover the shift.

13.7 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.

13.8 Work on Scheduled Days Off

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

ARTICLE 14 OVERTIME AND TIME IN LIEU

14.1 Overtime Rate

Overtime shall be at a rate of 1.5 times the employee's regular rate of pay **for the position filled**. The minimum rate being 1.5 times the casual hourly rate of pay.

14.2 Time-In-Lieu

Full time employees and Group Home Operators may accumulate time in lieu of overtime **pay out** and **Public** Holidays. **TIL** is to be taken by the end of each fiscal year. **Any** unused **TIL shall be paid out** at the end of the fiscal year, **unless** approved for carry-over by the Executive Director.

14.3 Work Exceeding Scheduled Hours

14.3.1 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**, but over **her** regularly scheduled hours **to the maximum of forty (40) hours per week she** shall either accumulate time in lieu or be paid at **overtime rates**.

14.3.2 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 15 CALL-IN FOR GROUP HOME OPERATORS

15.1 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 one and one half (1 ½) the rate of pay.** If she is not available to start before 3 PM then the director shall call a casual staff.

ARTICLE 16 CASUAL STAFFING

16.1 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.

16.2 Permanent Employees on Casual List

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

16.3 Vacation Pay for Casuals

Vacation pay for casual employees shall be paid out monthly.

ARTICLE 17 PUBLIC HOLIDAYS

17.1 Definition

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

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

17.2 Hours of Work on Public Holidays

Notwithstanding Article 12, 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 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:

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

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

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

17.3 Minimum Public Holiday Pay

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

- 1) the amount to which an employee would be entitled pursuant to 17.2; AND
- 2) the amount of wages, calculated at a rate that is 1.5 times the employee's regular rate of wages, for the time worked.

17.4 Notice of Not Working a Statutory Holiday

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

ARTICLE 18 FLOATING HOLIDAY

18.1 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 19 ANNUAL VACATION

19.1 Definition

Annual Vacation means annual vacation with pay.

19.2 Annual Vacation Year

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

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

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

30 days in advance of the requested dates. The Employer must approve/disapprove within one (1) week of the request.

19.3 Annual Vacation Credits

Permanent employees are entitled to:

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

19.4 Carry-over of Annual Vacation

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

19.5 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.

19.6 Unbroken Vacation

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

ARTICLE 20 REQUESTS FOR TIME OFF

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

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

ARTICLE 21 JOB SHARE

21.1 Definition

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

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

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

21.2 Limitations

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

21.3 Procedures

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

- 1) reason for job share
- 2) percentage of hours to be shared
- 3) duration of job share

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

21.4 Duration

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

- e.g. employee applies, management approves.

21.5 Cancellation of Job Share

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

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

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

- 1) period of employment is greater than three months but less than one year – one week's written notice
- 2) period of employment is one year but less than three years – two week's written notice
- 3) period of employment is three years but less than five years – four week's written notice
- 4) period of employment is five years but less than ten years – six week's written notice
- 5) period of employment is ten years or more – eight week's written notice.

21.6 Benefits

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

ARTICLE 22 SICK LEAVE

22.1 Definition

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

22.2 Notification of Illness

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

22.3 Accumulated Sick Leave Credits

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

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

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

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

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

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

Group Living Worker shall be granted 190 hours of sick leave annually on their anniversary date. They may carry over annually 85 hours of sick leave per year.

Full time Group Home Manager and Group Home Worker shall be granted 96 hours of sick leave annually on their anniversary date. They may carry over annually 45 hours of sick leave per year.

Administrative Support shall be granted 88 hours of sick leave annually on their anniversary date. They may carry over annually 40 hours of sick leave per year. Sick leave may accumulate to a maximum of 160 hours.

22.3.1 Part time employees shall accumulate sick leave credits pro-rated on the number of hours worked relative to the number of working hours required in that month.

22.4 Proof of Illness

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

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

22.5 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.

22.6 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.

22.7 Sick Leave Credits during Leave of Absence

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

ARTICLE 23 LEAVE OF ABSENCE

23.1 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.

23.2 Maternity, Paternity and Adoption Leave

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

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

23.3 Union Leave

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

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

23.4 Sick Leave/Holidays Re: Part-Time Staff

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

23.5 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.

23.6 Dependent Care Leave

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

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

ARTICLE 24 PAY ADMINISTRATION

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

24.2 Payment of Wages

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

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

24.3 Temporary Assignment of Higher Duties

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

24.4 Promotion Formula

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

24.4.1 Increments

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

Increment dates shall not be affected by demotion.

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

24.4.2 Increments after a Leave of Absence

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

24.5 Employer Required Education

24.5.1 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.

24.5.2 All time spent by employees on Employer Required Education shall be considered as time worked. If such time is not part of an employee's regular day of work, employees shall be entitled to pay as per Article 14 or time off.

24.5.3 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.

24.5.4 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:

- 1) 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.

- 2) 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.

24.5.5 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.

24.6 Mileage

When an **employee** is requested by the Employer to use **her** vehicle, mileage **shall** be paid at the rate of **forty (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.

24.7 Meals

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

24.8 On Call Compensation – SLP

SLP - **On** call compensation of **\$5.00 per employee per day** will be **paid to** an employee of the SLP programs.

ARTICLE 25 JOB DESCRIPTIONS

25.1 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.

25.2 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.

25.3 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 26 EMPLOYEE BENEFITS

26.1 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.

26.2 Employee Benefits

The Employer and the Union agree to continue to participate in a Benefits Package(s). The Package(s) will include life insurance, dental plan coverage and long-term disability.

26.3 Pension Plan

The employees may participate in the Pension Plan established through Standard Life. All employees are eligible to participate. Contributions will be 4% of gross salary contributed by the employer and **5%** of gross salary contributed by the employee.

26.4 Car Insurance

Group Living **Operators** and **SLP** workers or any other employee(s) who are required to use their vehicle on a regular basis for Help Homes business shall be reimbursed for the additional insurance up to **\$150.00** per year.

26.5 Vehicle Interior Cleaning

Where employees are required to use their vehicles on a regular basis to transport clients, the Employer will provide for an annual professional interior vehicle cleaning not to exceed **\$175.00**.

ARTICLE 27 HEALTH AND SAFETY

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

ARTICLE 28 HARASSMENT

28.1 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.

28.2 Harassment shall be defined as:

- 1) inappropriate touching, including touching which is expressed to be unwanted.
- 2) suggestive remarks or other verbal abuse with a sexual connotation.
- 3) compromising invitations.
- 4) repeated or persistent leering at a person's body.
- 5) demands for sexual favours.
- 6) sexual assault.
- 7) verbal abuse or threats
- 8) unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexual orientation, etc.
- 9) displaying of pornographic, racist or other offensive or derogatory pictures.
- 10) practical jokes which cause awkwardness or embarrassment.
- 11) unwelcome invitations or request, whether indirect or explicit, or intimidation.
- 12) condescension or paternalism which undermines self-respect.
- 13) 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.

28.3 Procedure

If an employee feels he/she is being harassed:

- 1) Tell the harasser that his/her behaviour is unwelcome and ask him to stop.
- 2) Keep written record of dates, times, the nature of the behaviour and witnesses if any.
- 3) If after asking the harasser to stop his/her behaviour, the harassment continues, complete an incident report documenting the complaint. Report the complaint to the Executive Director.
- 4) Dealing with the complaint:
- 5) 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.
- 6) Investigation to be undertaken by the Executive Director and/or the Personnel Committee of the Board.

- 7) The alleged harasser will be immediately informed that a complaint has been made.
- 8) 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.
- 9) All persons involved will be informed of their rights and responsibilities.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) Retaliation for filing a harassment complaint is in violation of the Human Rights code and will result in disciplinary action.

28.4 Grievance Procedure

- 28.4.1 No information relating to the grievor's personal background, lifestyle, or mode of dress will be admissible during the grievance or arbitration process.
- 28.4.2 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.
- 28.4.3 An alleged offender under this clause shall be entitled,
- 1) to be given notice of the substance of a grievance under this clause.
 - 2) 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.
- 28.4.4 An arbitration, hearing a grievance under this clause, shall have authority to:
- 1) dismiss the grievance.
 - 2) determine the appropriate level of discipline and,
 - 3) make such further order as may be necessary to provide a final and conclusive settlement of the grievance.

- 28.4.5 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 29 AGGRESSIVE CLIENT CONDUCT/INCIDENTS

- 29.1 Aggressive client conduct shall be defined as any incident which has an element of physical or verbal abuse, harassments, whether actual, threatened or implied.
- 29.2 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.
- 29.3 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.
- 29.4 Employees may access their sick leave for the purposes of post-traumatic recovery or counselling.

ARTICLE 30 DURATION OF AGREEMENT

- 30.1 This Agreement will become effective on the 1st day of April, **2010** and shall continue in effect until the 31st day of March, **2014** and automatically from year to year thereafter, unless either party gives written notice of its desire to terminate the Agreement or to negotiate revisions thereof. Such notice shall be given not less than thirty (30) days and not more than sixty (60) days prior to the expiry date of this Agreement.
- 30.2 **Wage Re-opener**
- The employer shall provide notice to the Union within thirty (30) days of any new or additional funds made available by the Government of Saskatchewan or any other funding party.**
- Within thirty (30) days following notification either party may serve notice to commence negotiating amendments to the wages and/or benefits contained within this Collective Agreement.**
- 30.3 **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).**

PAY SCHEDULE A
April 1, 2010 to March 31, 2011

	Annual Salary	Monthly Salary	Stat Pay	Work Hours	Hour Rate	Overtime Rate
GHO Robinson*	44,461.80	3,705.14	185.25	320.67	11.55	17.50
GHO Harding, Froom, McCarthy*	39,654.70	3,304.56	165.23	286.00	11.55	17.50
GHO Robinson	40,417.29	3,368.11	168.41	291.50	11.55	17.50
Program Assistant All homes	13,644.45	1,137.04	56.85	87.00	13.04	19.80
Program Assistant Froom	12,546.62	1,045.55	52.28	80.00	13.07	19.80
Administration Support	18,040.06	1,503.33	75.16	108.33	13.88	21.02
Group Living Worker*	37,436.26	3,119.69	155.98	260.00	12.00	18.18
Supportive Living Worker*	33,166.38	2,763.87	138.20	162.50	17.01	25.77
Supportive Living Worker*	13,266.55	1,105.55	55.28	65.00	17.01	25.77
LEAP Community Coach – Senior*	47,613.42	3,967.79	198.39	162	24.49	37.11
LEAP Community Coach*	41,679.07	3,473.26	173.66	173.33	20.04	30.36
LEAP Community Coach	16,671.94	1,388.32	69.47	69.33	20.04	30.36
LEAP – Casual					16.70	25.26
Casual					11.94	

*indicates Full-time Position

PAY SCHEDULE A

April 1, 2011 to March 31, 2012

	Annual Salary	Monthly Salary	Stat Pay	Work Hours	Hour Rate	Overtime Rate
GHO Robinson Mon- Thurs*	45,128.64	3,760.72	188.04	320.67	11.73	18.18
GHO Robinson Weekend	20,280.72	1,690.06	84.50	144.08	11.73	18.18
GHO Harding, Froom, McCarthy*	40,249.56	3,354.13	167.71	286	11.73	18.18
Program Assistant All homes	13,849.12	1,154.10	57.70	87	13.27	19.91
Administration Support	18,310.66	1,525.88	76.29	108.33	14.09	21.14
Group Living Worker*	37,997.80	3,166.49	158.32	260	12.18	18.27
Supportive Living Worker*	33,663.96	2,805.33	140.27	162.5	17.27	25.91
Supportive Living Worker PT	13,465.55	1,122.13	56.11	65	17.27	26.16
LEAP Community Coach* Senior	48,327.62	4,027.31	201.37	162	24.86	37.67
LEAP Community Coach*	42,304.26	3,525.36	176.26	173.33	20.34	30.82
LEAP Community Coach	16,922.02	1,409.14	70.51	69.33	20.34	30.82
LEAP Casual					16.95	25.64
Casual					12.12	18.18

The rates included in this pay schedule for McCarthy House are in effect until November 15, 2011.

*indicates Full-time Position

PAY SCHEDULE A
McCarthy House
November 15, 2011 to March 31, 2012

	Annual Salary	Monthly Salary	Stat Pay	Work Hours	Hour Rate	Overtime Rate
Group Home Manager*	41,600.00	3,466.66	173.33	173.33	20.00	30.00
Group Home Worker * Evenings	33,280.00	2,773.28	173.33	173.33	16.00	24.00
Group Home Worker – Night Shift	13,312.00	1,109.28	55.29	69	16.00	24.00
Group Home Worker – Weekend Shift	19,968.00	1,664.00	83.20	104	16.00	24.00
Program Assistant	8,598.96	716.58	35.82	54	13.27	19.91
Casual					12.12	18.18

*indicates Full-time Position

LETTER OF UNDERSTANDING #1

Between
Saskatchewan Government and General Employees Union
And
H.E.L.P. Homes of Regina

RE: Seniority Calculations Transition

The parties agree that:

- Effective September 1st, 2010 each different hours of work scheduling model working hours shall be converted to a standard of 2080 hours for a full time position.
- The standard, for each different hours of work scheduling model, will be determined by utilizing the following calculation:
 - Group Home Operator – $3432 \times .6061 = 2080$
 - Group Home Operator – $3640 \times .5715 = 2080$
 - Group Living – $3120 \times .6667 = 2080$
 - Group Home Manager – $2080 \times 1 = 2080$
 - Group Home Workers – $2080 \times 1 = 2080$
 - Administrative Support – $2080 \times 1 = 2080$
 - Program Assistant – $2080 \times 1 = 2080$
 - SLP – $1950 \times 1.0667 = 2080$
- The seniority year shall be September 1st to August 31st.
- The transition period of January 1st, 2010 to August 31st, 2011 shall have a maximum of 3467 $(2080/12) \times 20$ seniority hours.
- The seniority for the transition period shall be added to the August 31st, 2010 seniority list numbers.
- Each annual seniority calculation shall be added to the previous year's seniority list.

Signed this _____ day of _____, 2012.

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

Signed on behalf of the
Saskatchewan Government &
General Employees Union

For the Employer

For the Union

Dated: _____

SIGNING PAGE

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

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

Signed on behalf of the
Saskatchewan Government &
General Employees Union

For the Employer

For the Union

Dated: _____