

**Collective Bargaining Agreement**

**Between**

**I HAVE A CHANCE SUPPORT SERVICES LTD.**

**(hereinafter known as the “Employer”)**

**And**

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 401**

**(hereinafter known as the “Union”)**

**Date: September 8, 2021**

The following proposal is submitted without prejudice by the Employer as a package and will be treated as such until such time as the Employer expressly agrees in writing to sever any one article or group of articles from any others.

The Employer reserves the right to table new proposals, amend, respond to and/or delete proposals, at any time throughout the course of bargaining, always in accordance with the law.

Any agreements reached at the bargaining table are subject to ratification.

Errors and omissions excepted.

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## **ARTICLE 1 – SCOPE & RECOGNITION**

1.1 I Have a Chance Supports Services Ltd. (hereinafter referred to as the "**Employer**") recognizes the United Food and Commercial Workers Union, Local 401 (hereinafter referred to as the "**Union**") for the duration of this Agreement as the sole collective bargaining agent for purposes of collective bargaining in respect of wages and other conditions of employment on behalf of employees of the Employer as set out in the Certificate of the Alberta Labour Relations Board dated July 19, 2021 (Board Certificate Number C1939-2021) and as the certificate may be amended from time to time.

## **ARTICLE 2 – COOPERATION**

2.1 The spirit and intention of this Agreement is to maintain good and amicable relations between the Employer and all of its employees covered by this Agreement, so that the solution of all matters pertaining to conditions of employment may be arrived at by consultation and agreement between the parties hereto and this Agreement is in no sense to be taken as a discouragement to direct negotiations where a solution can be reached by such means without having recourse to the grievance and/or bargaining procedure hereinafter provided.

2.2 The provisions of this Agreement are intended to be gender neutral, and will be interpreted on that basis.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

3.1 The Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency.
- b) Hire, classify, appoint, promote, demote, layoff, recall, suspend, discharge, or otherwise discipline employees provided that if any employee has been discharged or disciplined without just cause, or promoted, demoted, classified, laid off or recalled contrary to the terms

of this Agreement a grievance may be filed in accordance with the grievance procedure outlined herein.

- c) Make and enforce from time to time such reasonable rules and regulations, including policies and procedures, as the Employer considers necessary or advisable for the efficient and orderly conduct of its business and require employees to observe such reasonable rules and regulations, provided that they are not inconsistent with the express provisions of the Agreement.
- d) Manage the Employer's operations without restricting the generality of the foregoing to determine, modify, discontinue or add occupational classifications, job procedures, processes or operations; to establish new or improved methods and change schedules of work; to determine any methods of training; to determine programs, complement, organization and the number, services to be performed and assignments of work and the extension, limitation, curtailment or cessation of operations in whole or in part and all other rights and responsibilities not specifically modified by the express provisions of this Agreement.

3.2 The Union further recognizes that any current, ongoing or past practice, policy and/or benefit shall not be construed as a representation that any such practice, policy and/or benefit will continue in the future and that the Employer may reorganize its businesses and practices in order to remain productive and competitive. If the Employer intends to change any current practice, policy and/or benefit, the Employer shall make reasonable efforts to provide its current employees with thirty (30) days written notice before any such change goes into effect.

## **ARTICLE 4 – NON-DISCRIMINATION**

4.1 The Employer will not discriminate in its hiring and employment practices against persons, in accordance with the *Alberta Human Rights Act*, RSA 2000, c A-25.5, as amended.

4.2 The Union will not discriminate in its practices against persons, in accordance with the *Alberta Human Rights Act*, RSA 2000, c A-25.5, as amended.

## **ARTICLE 5 – MAINTENANCE OF MEMBERSHIP**

- 5.1 The Employer agrees to deduct from the gross regular pay cheque of each employee for whom the Union has bargaining authority under this Agreement, union dues or sums in lieu of any such dues, and initiation fees, as specified by the Union. Said deductions shall occur on no less than a monthly basis.
- 5.2 Membership dues or sums in lieu so deducted from salaries shall be paid within fifteen (15) calendar days following each pay period. Said payments shall be supported by a list of employees and the amount deducted on each person's behalf.
- 5.3 The Employer agrees to include total annual dues on T-4 slips.
- 5.4 Upon mutual agreement, the Employer may submit the dues electronically in a manner acceptable to both parties.
- 5.5 The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in making the deductions provided for in Article 6.
- 5.6 The Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted.

## **ARTICLE 6 – NO STRIKE – NO LOCKOUT**

- 6.1 The Union agrees that neither it, nor any of the employees it represents will collectively, concertedly or individually, during the term of this Agreement and/or any extension thereof, directly or indirectly, cause, permit, call, instigate, induce, sanction or engage in any strike, slowdown, harassment, sympathy strike, boycott, picketing, and/or any other work interference, either primary, secondary, or other in nature, for any reason whatsoever.

- 6.2 The Employer agrees that it will not, during the term of this Agreement and any extension thereof, cause, permit or engage in any lockout. The closing down of the operation or any part thereof or the curtailment of operations for business reasons will not be considered a lockout.
- 6.3 In the event of a breach of violation of this Article, the Union, upon being informed thereof by the Employer, shall immediately notify the employees it represents that such conduct and/or other work interferences is unauthorized and in violation of this Agreement, and direct those involved to immediately to resume work. Further, upon being notified of any conduct or acts on the part of any of the employees it represents in violation of this Article, the Union shall take immediate positive action to cause such conduct to be ceased.
- 6.4 The Employer shall have the right to determine the discipline given an employee or employees for breach of this Article. The severity of the discipline imposed for such violation shall not be subject to arbitration; the Union shall, however, have the right to grieve the question of fact as to whether or not an employee or employees have breached the provisions of this Article.

## **ARTICLE 7 – DISCIPLINE**

- 7.1 Any employee shall have the right to have a Union Steward or Union Representative present at any meeting that the employee believes may be disciplinary in nature. The date, time, and place of such meetings shall be scheduled in advance in order for the Union Steward or Union Representative to be present, and will not be unreasonably delayed. It is the responsibility of the employee to contact the Union Representative or Union Steward and advise them of the date and time of such meeting.

## **ARTICLE 8 – GRIEVANCES**

- 8.1 The Employer and the Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee

and the appropriate management representative, and both the Employer and the Union shall encourage employees to discuss their complaints with management so as to resolve differences quickly and directly without necessarily having to resort to the following formal process.

- 8.2 Employees may have benefit of representation by Union Stewards at any of the steps in the procedure, and similarly management representatives may have benefit of counsel.
- 8.3 All formal grievances shall be raised within ten (10) calendar days of the date on which the grievance becomes apparent, or ought to have become apparent. Grievances shall be in writing, must identify the specific clauses in this Agreement that are being violated and provide specific details in writing with respect to the individuals whose rights have been violated and/or damages resulting from the breach of this Agreement. Grievances shall be dealt with in the following manner without stoppage of work.

**STEP I** - The grievance shall be taken up with the appropriate client care manager who shall render a decision within ten (10) calendar days of the receipt of the grievance. A grievance at this step must be reduced in writing, on a form supplied by the Union, stating the facts of the grievance and the remedy requested, and be dated and signed by the employee.

In grievances which involve a dismissal, the Employer and the Union may combine Steps 1 and 2 of the grievance procedure to expedite the matter.

**STEP 2** – If a matter is not resolved at Step 1, or if a decision is not rendered within ten (10) calendar days, then the Union or its designate may correspond in writing with the Chief Operating Officer or their designate. Any such correspondence from the Union or its designate

must identify the specific clauses in this Agreement that are being violated and provide specific details with respect to the individuals whose rights have been violated and/or damages resulting from the breach of this Agreement.

If settlement is not achieved within a further ten (10) calendar days of the Chief Operating Officer or their designate receiving correspondence from the Union as part of this step, a matter may be submitted to arbitration as hereinafter provided for in this Agreement.

**STEP 3** - A grievance is referred to arbitration by either party giving notice to the other in writing of their intention to do so. Such written notice shall be given within ten (10) calendar days of the receipt of decision at Step 2, or from the expiry of the time limits at Step 2, whichever is the earlier. If the parties fail to agree on the appointment of a single Arbitrator within fourteen (14) calendar days, the appointment shall be made through the relevant provisions of the *Alberta Labour Relations Code*, RSA 2000, c L-1, as amended, upon the request of either party.

8.4 **EXTENSION OF TIME LIMITS** - Time limits set out in this Article may be extended by mutual agreement between the parties, and must be in writing, provided that requests for extension are made prior to the expiry of the time limit.

8.5 **TIME LIMIT** – The time limits in the grievance procedure are mandatory and no grievance shall be considered which is not presented within the time limits set forth herein. A grievance not initiated within the time limits shall be deemed abandoned, and all rights of recourse to the grievance and in an arbitration procedure shall be at an end. If the employer fails to respond within the time limits prescribed within, the grievance will advance to the next step.



8.6 The time limits expressed in this section are exclusive of statutory holidays.

## **ARTICLE 9 – ARBITRATION**

- 9.1 The Arbitrator under Article 8 (Step 3) shall not have authority to alter or change any of the provisions of this Agreement, or to insert any new provisions, or to give any decision contrary to the terms and provisions of this Agreement, but it is agreed that where disciplinary action is involved the Arbitrator shall have the power to award a penalty or amend a penalty imposed by the Employer.
- 9.2 The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee or employees concerned.
- 9.3 Each party shall be responsible for one-half the expenses and/or fees payable to the Arbitrator.
- 9.4 In any decision rendered by the Arbitrator, the parties agree that the Arbitrator shall maintain the confidentiality of any clients of the Employer. This includes omitting any identifying characteristics and using pseudonyms or initials in place of the client name.

## **ARTICLE 10 – HEALTH & SAFETY**

- 10.1 The Employer and the Union recognize employees' right to working conditions which show respect for their health, safety and physical well-being.
- 10.2 The parties recognize that the maintenance and development of the employees' general well-being constitute common objectives. Consequently, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees, or which deteriorates the work environment.

## **ARTICLE 11 – SENIORITY**

11.1 Seniority for Full-time Employees is defined as the length of a Full-time Employee's service with the Employer from the last date of hire as a Full-time Employee, except for recognition of the seniority of a Part-time Employee becoming a Full-time Employee as set out below.

The seniority of Part-time Employees shall be determined based on an accumulation of actual regular hours worked.

Casual and Temporary Employees shall not attain seniority status.

11.2 Employees shall have no seniority rights during their probationary period. Upon satisfactory completion of the probationary period, the employee's name shall be placed on the seniority list, effective the first day of employment.

11.3 The seniority list for employees shall be prepared by the Employer and provided to the Union every six (6) months.

11.4 An employee shall lose their seniority and their employment shall be at an end, if they:

- (a) retire;
- (b) resign;
- (c) are placed on layoff, and are not recalled for a period of three (3) months;
- (d) fail to return to work at the expiration of an authorized leave;
- (e) fail to respond to a recall notice within the time required under this Agreement;
- (f) are discharged for just cause; or
- (g) fail to report for two (2) consecutive shifts without providing a reason

for their absence which is satisfactory to the Employer. Nothing in this clause shall restrict the right of the Employer to discharge an employee who is AWOL.

## **ARTICLE 12 – VACANCIES, LAY-OFF AND RECALL**

### **VACANCIES**

- 12.1 When the Employer determines it necessary to fill a vacant position within the scope of this Agreement, the position shall be posted. Vacancies will be open to applicants for five (5) calendar days.
- 12.2 The Employer, in its sole discretion, may elect to fill a vacancy to a position by transfer.
- 12.3 When filling vacancies, ability, qualifications and merit, as determined by the Employer shall be the governing factors.

### **LAYOFFS**

- 12.4 When the Employer determines that layoffs are necessary, employees on a performance improvement plan will be considered first for any potential lay-off. If there are no employees on a performance improvement plan, the Employer shall retain the employees who, based on ability, qualifications and merit, as determined by the Employer, are best suited for the positions. Recall from layoff will be done on the same basis.
- 12.5 An employee who is laid off shall endeavor to obtain an alternate position by bidding on vacancies in accordance with Article 12.1. Bumping shall not be permitted.

### **RECALL**

- 12.6 Full-Time and Part-Time employees on lay-off will maintain their official employment start date and have recall rights for three (3) months, after which their employment will be deemed to be terminated.
- 12.7 When an employee is to be recalled to work, the Employer will attempt to contact the employee by telephone. If telephone contact is not made, then a Recall Notice will be sent by e-mail to the employee's last known e-mail address. It shall be the responsibility of the employee to keep the Employer informed of their current e-mail address and telephone number. If the employee does not respond in person or by telephone to the appropriate Manager within seven (7) calendar days of the Recall Notice being e-mailed, the employee will lose their recall rights and seniority, and employment will terminate.

## **ARTICLE 13 – LEAVES OF ABSENCE**

### **LEAVES OF ABSENCE**

- 13.1 Any employee on a leave of absence engaged in gainful employment without prior written permission from the Employer shall forfeit their seniority rights, their name will be stricken from the seniority list and they will be no longer considered an employee of the Employer.

### **PERSONAL LEAVE OF ABSENCE**

- 13.2 All employees shall be entitled to unpaid personal and family responsibility leave in accordance with the *Employment Standards Code*, RSA 2000, c E-9, as amended.

### **BEREAVEMENT LEAVE**

- 13.3 All employees shall be entitled to unpaid bereavement leave in accordance with the *Employment Standards Code*, RSA 2000, c E-9, as amended.

## **UNION LEAVE**

- 13.4 (a) Subject to the Employer's operational requirements, the Employer shall provide leave of absence without pay for two (2) bargaining unit employees to attend negotiations.
- (b) The Employer shall provide leave of absence without pay to bargaining unit employees who are called to appear as witnesses in an arbitration hearing.
- (c) Subject to operational requirements, additional leave may be granted as requested by the Union. No employee shall experience any loss or interruption in pay, benefits, service or seniority while on such a leave. The Employer shall bill the Union for the cost of such additional leave within one (1) month of its occurrence.
- (d) Subject to operational requirements, leaves of absence shall also be granted to elected officers and delegates to attend to the business of the Union. No elected officer or delegate shall suffer any loss or interruption of pay, benefits, service or seniority while on such a leave. The Employer shall bill the Union for the cost of such additional leave within one (1) month of its occurrence.
- (e) No employee representative appointed or elected by the Union's members for the purpose of attending grievance or disciplinary meetings or other meetings provided for under this Agreement shall suffer any loss or interruption of pay, benefits, service or seniority while attending such meetings.

## **LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS**

- 13.5 The Employer reserves the right to obtain an independent medical assessment with respect to absences that are as a result of injury or illness.

## **COURT LEAVE**

13.6 All employees who have been called for jury duty, or who have been summoned or subpoenaed as a witness in any court, except for proceedings to which the employee is a party, shall be granted leave without pay for the duration of that duty. An employee who has been selected to be part of a jury or who has been summoned or subpoenaed as a witness must notify the Employer forthwith.

## **MATERNITY / PARENTAL LEAVE**

13.7 Maternity Leave shall be as defined and outlined in the *Employment Standards Code*, RSA 2000, c E-9, as amended.

13.8 Parental Leave shall be as defined and outlined in the *Employment Standards Code*, RSA 2000, c E-9, as amended.

## **ARTICLE 14 – PROBATION & TRAINING**

14.1 A newly hired employee shall be on probation for the employee's first three (3) months or 720 hours worked, exclusive of training, whichever period of time is longer.

14.2 The probationary period may be extended by agreement between the Employer and the employee.

14.3 During the probationary period, the Employer may terminate the employee for any reason at its discretion, except for where said termination would be discriminatory or would constitute bad faith. The employee or the Union may grieve the termination, but the answer at Step 2 shall be final and binding and the matter may not be referred to arbitration under the provisions of this Agreement.

## **ARTICLE 15 – ABSENCE FROM DUTY**

15.1 Employees shall be available for work during all hours scheduled by the Employer and shall not absent themselves from work within prior-authorization.

## **ARTICLE 16 – VACATIONS**

16.1 Vacation entitlement, accruals and use of, shall be governed in accordance with the *Employment Standards Code*, RSA 2000, c E-9. Management retains the discretion to schedule vacation based on operational requirements.

## **ARTICLE 17 – GENERAL HOLIDAYS**

17.1 The Employer recognizes the following statutory holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day

17.2 An employee is eligible for holiday pay in accordance with *Employment Standards Code*, RSA 2000, c E-9, as amended.

## **ARTICLE 18 – HOURS OF WORK**

### **HOURS OF WORK**

18.1 The Employer retains the right, in its sole discretion, to schedule hours of work of employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation.

18.2 Employees shall not be permitted to trade shifts with other employees without consent of their manager.

### **REGULAR WORK SCHEDULES**

18.3 Employees shall be expected to work a variety of schedules, as determined by the Employer. These shall include 24-hour shifts or other shifts as required to maintain adequate staffing levels, as determined by the Employer.

18.4 The Employer may designate up to 8 hours of any shift as sleep hours. Sleep hours do not count as hours of work for the purposes of calculating overtime in accordance with Article 18.6. Sleep hours are paid at minimum wage.

### **OVERTIME**

18.5 When the needs of the operation require it, employees may be required to work overtime. All overtime must be authorized by management. Employees shall only be compensated for authorized overtime.

18.6 Employees shall earn overtime as follows:

- For employees working a 24-hour shift, 12 hours of each shift are considered regular hours of work for the purposes of calculating overtime. Employees working a 24-hour shift are entitled to overtime on all hours worked exceeding 264 hours in a month.
- Employees working shifts less than 24-hours shall earn overtime for all hours worked exceeding 12 hours a day, or 264 hours a month, whichever is greater.
- The overtime rate shall be one-and-one-half times (1.5x) the employee's regular rate of pay.

## **ARTICLE 19 – SEPARATION OF EMPLOYMENT**



- 19.1 If an employee is terminated, discharged or resigns, they shall receive their final pay cheque, including all monies owing to them, in accordance with the *Employment Standards Code*, RSA 2000, c E-9, as amended.
- 19.2 The Employer shall give a Record of Employment (ROE) to any employee who has been employed for at least seven (7) days, within five (5) calendar days of the last day worked or the date of termination.

## **ARTICLE 20 – SCALE OF WAGES, CLASSIFICATIONS AND GRADES**

- 20.1 The classifications and annual salary ranges for employees covered by this Agreement shall be set forth in Schedule A which shall form part of this Agreement.

## **ARTICLE 21 – EFFECTIVE DATE AND DURATION OF AGREEMENT**

- 21.1 This Agreement shall be effective from the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall be valid until the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and thereafter from year to year unless a written notice is given by either party not less than sixty (60) days, nor more than one hundred and twenty (120) days prior to the expiration of the term of this Agreement, of their desire to terminate this Agreement or negotiate a revision thereof, in which case this Agreement shall remain in effect without prejudice to any retroactive clause of a new Agreement until negotiations for revision or amendments hereto have been concluded and a new Agreement superseding this Agreement has been duly executed.
- 21.2 This Agreement is subject to ratification and is effective on the first of the month following ratification, unless otherwise set out in the Letter of Settlement.

Signed at Edmonton, Alberta on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

On behalf of the Employer:

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On behalf of the Union:

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## SCHEDULE A