

# UNION PROPOSALS BETWEEN

AND



United Food and Commercial Workers Canada Union, Local No. 401



Without prejudice to grievances filed or yet to be filed; and without prejudice to the Union's interpretation of the Collective Agreement, the union reserves the right to add, delete, alter, or amend. Agreement on any item is subject to an agreement on an overall package. <sup>1</sup>

**The proposals contained herein are presented with the following caveats:**

- The Union's proposals are advanced without prejudice to the Union's interpretation of the Collective Bargaining Agreement and the law. They are also advanced without prejudice to any grievances, unfair labour practice complaints, or any other litigation that has been filed or that may yet be filed by the Union.
- The Union reserves the right to add, delete, and/or modify its proposals.
- Agreement on any one matter is subject to agreement on an overall Collective Bargaining Agreement.
- These proposals presented by the Union with the presumption that this Agreement will have a three-year term. It should be noted that the employer has already suggested and agreed to a three-year term. It is not fair or appropriate to retreat from that.
- Some of these proposals have more specificity than others; the Union arrives with an open mind and prefers to engage in an interest-based/mutual gains style of bargaining.
- The Union has made suggestions about the placement of specific clauses in the Collective Bargaining Agreement. The Union reserves the right to discuss and work towards an appropriate arrangement of collective agreement wording such that meaning will be given to our intentions and that those intentions are ultimately reflected in a Collective Bargaining Agreement.
- Some of our proposals may involve specific contract language, others are stated more in the form of a proposed goal or principle. We encourage full and frank discussion.
- This is obviously not our final position but a set of proposals that is fully subject to negotiations.
- Errors and Omissions Excepted (E&OE).

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## UP1 – Purpose of the Agreement

The purpose of the Collective Agreement between the United Food and Commercial Workers Canada Union, Local No. 401 (UFCW) and the Employer I Have a Chance Services Limited (IHAC) is to maintain mutually satisfactory working relations between the Employer and its employees, establish and maintain rates of pay, and conditions of employment, to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussion, consultation, and negotiation.

## UP 2 – Article 1 - Legislated Minimums

The Employer agrees to abide by all legislation that applies to the workplace.

At a minimum, employees shall have all the rights and entitlements provided under all legislation applicable to the workplace, including without limitation, the following:

- Alberta Employment Standards Code;
- Alberta Labour Relations Code;
- Alberta Human Rights Act;
- Occupational Health and Safety (OHS) Act; and
- Workers' Compensation Act.

The provisions of all applicable workplace legislation, including any legislated improvements for employees, shall be deemed incorporated into and shall be enforceable under this Collective Agreement.

## UP 3 – Article 2 - Management Training

The Employer shall ensure that management staff are appropriately trained in Labour relations, all applicable workplace legislation, and the provisions of this Collective Agreement.

## UP 4 – Article 3 - BARGAINING AGENCY

- 3.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees, employed by I Have a Chance Service Limited, in the province of Alberta, Nunavut and the Northwest Territories.
- a) The Employer agrees that the intention of the parties is to ensure that employees, in addition to the improvements to their terms and conditions set out in this Collective Agreement, continue to enjoy no less than the remuneration, rights, entitlements, privileges, and/or benefits provided before recognition and/or certification of the Union.
  - b) In the event that the negotiation of this First Collective Agreement, by omission or error, has failed to account for any aspect of employees' pre-unionization remuneration, rights, entitlements, privileges, and/or benefits, all relevant information about the issue shall be shared with the Union by the Employer so that it can be fairly and transparently investigated and addressed.
  - c) The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
  - d) For the purposes of this collective agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names.
  - e) The Employer shall grant Union Representatives access to its premises for Union business subject to notification of the Human Resources Manager or the site designate. All correspondence between the parties shall flow between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives. The Employer agrees that a Union Steward will be invited to meet with new hires during their orientation period. The time allotted for such a meeting shall not be less than twenty (25) minutes. Where more than one employee has been hired, the meeting will be arranged with all new hires in attendance at the orientation period.
  - f) The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at UFCW Headquarters.



## UP 5 – Article 4 - DEEMED FAIRNESS PROVISION

In administrating this Agreement, the Employer and the Union shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

## UP 6 – Article 5 - No Strikes or Lock-Outs

The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this agreement. The meaning of the words “strike” and “lock-out” shall be as defined in the Alberta Labour Relations Code.

## UP- 7 Article 6 - DEFINITIONS

**a) Full-time Employee**

Full-time employee means an employee who is normally scheduled to work an average of sixty (60) or more hours per bi-weekly pay period.

**b) Part-time Employee**

Part-time employee means an employee who is normally scheduled to work less than an average of sixty (60) hours per bi-weekly pay period.

**c) Casual Employee**

Casual employee means an employee who is not normally scheduled to work but who may be called in to work to provide coverage as required.

**d) Layoff**

The removal of an employee from employment due to a shortage of work, a shortage of funds or due to a re-organization.

**e) Masculine or Feminine Gender**

When the masculine gender is used it shall also mean the feminine gender, and vice versa, wherever applicable.

**f) Plural and Singular**

When the plural is used it shall also mean the singular, and vice versa, wherever applicable.

**g) Spouse**

When the word "spouse" is used it may mean a person of the same or opposite sex, dependant on provincial legislative requirements, who is married to the employee or who has cohabited with the employee in a conjugal relationship for at least twelve (12) months (common-law) unless specifically outlined in other articles in this Agreement.

**h) Participant**

When the word "participant" is used in relation to the workshops it shall mean a vulnerable person participating in a training program.

**i) Resident**

When the word "resident" is used in relation to the workplace it shall mean those **people** who are receiving services from I Have A Chance support Services LTD.

**j) Person Supported**

When the words "person supported" are used in relation to the workplace it shall mean those **people** who are receiving services from I Have A Chance support Services LTD.

**k) Supported individuals**

When the words "supported individuals" are used in relation to the workplace it shall mean those **people** who are receiving services from I Have A Chance support Services LTD.

**l) Home department**

Is the location where the employee works the majority of their hours

**m) Work Location**

Is the location where the employee works the majority of their hours

## UP 8 – Article 7 - CONTRACTING OUT

The Employer shall not contract out (including volunteers) bargaining unit work for the purpose of laying off or reducing normal working hours of bargaining unit employees. Summer students are to be considered as casual workers.

## UP 9 – Article 8 - Reports

Once an employee enters anything on Sharevision, then the client care manager, any part of management or anyone outside the bargaining unit will not change the report without the consent of the employee. If the Union finds a report is changed, then the Union will have the right to review all history on IHAC's computer system to do an full investigation for falsifying documents. The Union will protect its member in case of future disciplinary action against the employee for information the employee did not enter on their report on the Sharevision.

## UP 10 – Article 9 - BULLETIN BOARDS

The Employer shall put all Union material on the Sharevision program.

## UP 11 – Article 10 - NO HARASSMENT or Discrimination

- 10.01 The Employer, in exercising its responsibility, endeavors at all times to provide a work environment that is supportive of both productivity and the personal goals, dignity and self-esteem of every employee. Harassment, including sexual harassment and abuse from clients and authority, constitutes unacceptable conduct and will not be tolerated.
- 10.02 The purpose of this policy is to:
- (a) foster a positive work environment;
  - (b) promote awareness of each person's responsibility to treat others with dignity and respect in the workplace by refraining from behavior that constitutes harassment;
  - (c) prevent harassment from occurring, stop it where it has occurred, and ensure that it does not occur again;
  - (d) provide a special procedure for resolving harassment complaints; and
  - (e) inform employees of their rights and responsibilities under this procedure.
- 10.03 DEFINITIONS
- (a) Harassment means any improper behavior by a person or client that is directed at and is offensive to another individual and which the person knew, or ought reasonably to have known, would be unwelcome. It comprises objectionable conduct, remarks, gestures and displays made on either a one (1) time or continuous basis that demean, belittle, or cause personal humiliation or embarrassment to an individual.
  - (b) Without limiting the foregoing, harassment includes discrimination based on race, national or ethnic origin, colour, religion, age, sex, marital status, family status and disability or conviction for an offense for which a pardon has been granted.
  - (c) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one (1) time basis or in a continuous series of incidents that might reasonably be expected to cause offense or humiliation to an individual, or, that might reasonably be perceived by the individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
  - (d) Harassment includes abuse of authority which means a person's improper use of power and authority inherent in the position held to endanger another individual's job, undermine the performance of that job, threaten the economic livelihood of that individual, or in any way interfere with or influence the career of such an individual. It includes such acts or misuses of power as intimidation, threats, blackmail or coercion. Abuse of authority also includes the favoring of one (1) individual to the disadvantage of another. It should be noted, however, that this does not restrict the authority of those charged with managerial responsibilities in areas such as counselling, performance appraisal, staff relations and the implementation of disciplinary actions.
- 10.04 No Discrimination
- (a) Employees shall be free from discrimination, intimidation, retaliation, and harassment by reason of the following prohibited grounds defined under the Alberta Human Rights Act (referred to hereinafter in this clause as “the Act”):



- (b) Race: Includes belonging to a group of people, usually of a common descent, who may share common physical characteristics, such as skin colour;
- (c) Religious beliefs: System of beliefs, worship, and conduct (includes native spirituality);
- (d) Colour: Colour of a person's skin. Discrimination based on colour may include, but is not limited to, racial slurs, jokes, stereotyping, and verbal and physical harassment;
- (e) Gender: The state of being male, female, transgender, or two-spirited. The ground of gender also includes pregnancy and sexual harassment;
- (f) Gender identity: Refers to a person's internal, individual experience of gender, which may not coincide with the sex assigned to them at birth. A person may have a sense of being a woman, a man, both, or neither. Gender identity is not the same as sexual

## UP 12 – Article 11 Dignity, Respect and Employee Rights

12.01 The Employer agrees that, in all circumstances, employees shall be treated with dignity, respect and fairness. The Employer agrees to hire, maintain, and promote only those managerial officials who demonstrate the importance of safeguarding and promoting the dignity and respect of employees in the workplace.

### 12.02 Employee Rights

Employees shall have the right to:

- a) Full, fair, and due process with Union representation in all circumstances;
- b) A safer workplace, including all safe and necessary equipment and protection from patrons, customers, or clients of the Employer who are abusive, threatening, or violent;
- c) Be compensated for all work performed;
- d) Be informed of all workplace rights, obligations, policies, and rules;
- e) Translation and interpretation services if necessary;
- f) Necessary training for work performed;
- g) Participation in lawful Union activity;
- h) All statutory benefits, rights, and other privileges.

## UP – 13 – Article 12 - Joint Advisory Committee

Joint Advisory Committee shall operate during the term of this agreement for I have A Chance Support Service's Ltd. and United Food and Commercial Workers Canada Union, Local No. 401. The Union committee shall consist of up to four (4) union members and one (1) Union representative. Two (2) Employer representatives who shall meet with the Union committee at least monthly to discuss working conditions, economy of operation, quality and quantity of service, safety and health, workplace stress, violence and abuse prevention, and other matters to promote an ongoing harmonious relationship between the **Person Supported** and the Union member's. The Joint Advisory Committee shall meet at the request of either party. The full-time Union Representative may attend said meetings. All time spent attending Joint Advisory Committee meetings by employees shall be considered time worked and in full.

## UP – 14 – Article 13 - OCCUPATIONAL HEALTH AND SAFETY

### 14.01 A Committee will be established to consider matters of Occupational Health and Safety.

The Committee shall meet at least monthly or more frequently if required by either party at a mutually acceptable hour and date.

The Safety & Health Committee will be comprised of up to four (4) individuals appointed by the Union and up to four (4) representatives on behalf of I Have A Chance Support Services LTD. The basic rate of pay for any lost time will be paid to such Employee for time spent in attendance at a meeting of the Committee.

The Employer agrees to abide by the terms of the Occupational Health and Safety Act, RSA 2000 c 0-2 as amended from time to time. In accordance with the Act and Regulations, the Employer will ensure Employee representatives are required to participate in the local Occupational Health and Safety Committee, whose responsibilities include regular meetings and safety inspections, hazard identification including reporting, hazard controls and training, and recommendations for improved workplace safety for the employee working with the person supported when acts of threats, abuse, violence, sexual comments or any other physical, sexual, psychological or emotional abuse is made by the person supported toward the employee.

An Employee's rights shall be respected in accordance with the Occupational Health and Safety Act. No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Resident, Employee, or member of the public. The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention. Protective clothing and safety equipment shall be supplied by the Employer as required by the Occupational Health & Safety Act.

Any employee who suffers an injury or accident at work which prevents the employee from continuing work that day shall be paid by the Employer for the hours they would have worked that day if not for the injury or accident. This day will not be deducted from the employee's sick days.

### 14.02 Notice of Injury to Employer

In the event an employee is injured due to an event arising out of, and in the course of employment, if medically possible, the injured employee will fill out a notice of injury form, as soon as possible and the employee shall provide the completed form to the Employer management representative on site. A copy of the completed form shall be provided to the injured employee immediately following the report of the incident. The notice of injury form will be in compliance with The Workers Compensation Act.

### 14.03 Right to Refuse

An employee may refuse to perform work where they have reasonable grounds to believe and do believe that the particular work is dangerous to their health and safety. The employee shall

report the refusal and their reasons forthwith to their supervisor or to the Management who shall cause an inspection of the work site to be undertaken and such remedial action as is necessary to remedy the dangerous conditions to be done. The Joint Health and Safety Committee co-chairs shall be informed of the refusal as soon as possible. Until a dangerous condition is reviewed the employee shall have the right to continue to refuse to work and no other employee shall be required to do the work without being told of the first worker's refusal and the reasons therefore. During this time period the employee shall continue to be paid even though they are refusing to work. However, the Employer shall have the right to assign alternative work.

Where an employee believes they are being asked to perform unsafe work, including the transportation services to a supported individual in a vehicle without another staff person present, the employee must raise this concern with the Employer. Where the concern brought forward represents risks for injury or unsafe conditions for the employee or the supported individual, the Employer in consultation with the Workplace Safety and Health Committee will develop safe work procedures. These safe work procedures may include alternative work and/or transportation arrangements. If the matter is not resolved to the employee's satisfaction the employee may exercise their rights as outlined in Article 14.03 Right to Refuse.

## UP 15 – Article 14 - No Violence or Abuse

The Employer and the Union agree that no form of violence or abuse shall be condoned in the workplace. The employee will have the right to refuse unsafe work and walk away from the unsafe situation without disciplinary action. Both parties shall work together in recognizing and resolving such concerns as they arise. Any employee who believes that they are being abused shall report this to their immediate supervisor or the Administrator and a Union Health and Safety Committee member.

The Employer will reimburse employees for cleaning, repair or replacement costs if their personal property necessary to be brought to work (glasses, clothing, cars, etc.) is damaged, soiled or destroyed by supported individuals and for which the employee has no insurance.

## UP 16 – Article 15 - Workers Compensation

An employee involved in an accident or illness as a result of work for the Employer must report such accident and/or illness immediately to the Employer. If the illness or injury is such that the employee cannot report for work on their next or subsequent shifts, they must notify the Employer prior to the start of the shift(s) indicating the necessity for and the expected amount of time away from the workplace.

Workers Compensation benefits shall be paid directly to the employee. The Employer agrees to ensure an employee suffers no loss of regular pay during a shift where they are injured and seek and obtain medical care.

The employer recognize the Union provided WCB assistance to it members and will assist the Union in doing so.

The Joint Health and Safety Committee will address the need to decrease the number and severity of incidents resulting from residents' behavior problems (including aggression) which may compromise employees ' safety. The committee will review the effectiveness of current policies on a regular basis remind employee's they have the right to refuse unsafe work

## UP 17 – Article 16 – No Working Short

The Employer will make every effort to replace employees who are away from work for any reason within the financial means of the organization and availability of staff.



## UP 18 – Article 17 – Investigation and Assessment

### 17.01 Investigation

When a Person Supported makes an accusation against an employee of any wrongful doing a full investigation will be done and no discipline toward the employee will be made until the employer has enough actual proof the employee harmed the Person Supported.

### 17.02 Employee Assessments

Where the Employer completes an employee's annual Performance Evaluation, the employee shall be entitled to receive a copy. The employee shall sign the Evaluation indicating only that they acknowledge receipt of same. The employee may respond in writing to the Evaluation within ten (10) working days and such response shall become part of their record.

## UP 19 – Article 18 - Fresh Start

18.01 The Employer agrees that, effective immediately upon Union ratification of this Collective Agreement, all employees employed at the date of ratification shall have the records of any discipline fully expunged from their personnel files and any other files that may exist. To be clear, employees shall not be affected by any discipline records that may be on their files prior to ratification of this Collective Agreement.

Employees shall have the right to review and take copies of their complete disciplinary and personnel files and records. A duly authorized Full-Time Union Representative shall be provided copies of the complete disciplinary and personnel files and records of each employee upon written request.

### 18.02 PERSONNEL FILE

Upon written request, an employee shall have the right to review his/her personnel file once a year.

If an employee disagrees with any information contained in her personnel record, she/he may file a rebuttal to the same to be placed in his/her personnel record.

All documents shall be brought to the employee's attention, prior to being placed in her/his file.

The employee may sign and date the document indicating he/she has read it and shall have the opportunity to disagree prior to it being placed on her file.

A copy of all written disciplinary action shall be provided to the employee concerned.

Any letter of reprimand or other sanction will be removed from the record of the employee after Ten (10) months or 1800 hours worked, whichever comes sooner

- (a) Any completed evaluation on an employee shall be reviewed with the employee, and the employee shall also be given a copy of the evaluation. The employee shall initial such evaluation as having been read and shall have the opportunity to add her/his views to such evaluation prior to it being placed on his/her file. If the employee does not wish to add his/her views to the evaluation such employee shall make a notation to that effect on the form.
- (b) The employee will sign and date the document indicating she/he has read it. It is understood that evaluations do not constitute disciplinary action unless so indicated in writing to the employee by the Employer.

## UP 20 – Article 19 - UNION SECURITY

19.01 The Company agrees to deduct from the wages of each employee upon proper authorization from the employee affected such initiation fees, assessments and Union dues as authorized by the Union.

The Company further agrees, automatically, to deduct Union dues from the wages of new employees in biweekly instalments.

The Company shall remit once each accounting period to the Union:

- (a) Monies deducted from the wages of its employees for Union initiation fees, dues, and assessments;
- (b) A statement showing each employee's name from whom deductions were made, and the amount of the deductions.

Commencing with the first week of employment, initiation fees shall be deducted.

Every three (3) months, the Employer shall meet with the Union to ensure that the Union dues, initiation fees and any other assessments are being deducted and remitted properly and correctly.

The Union will provide the required changes and the Company will apply them. If the Company has made errors or omissions, they shall correct the situation and fully compensate the Union as necessary.

### 19.02 Union Information

The Employer will supply a report to the Union containing the following information on a mutually agreed data processing medium following the close of the Employer's four (4) or five (5) week accounting period:

- (i) Full Name;
- (ii) Employee number;
- (iii) Status (Full-Time, Causal , Active, Inactive);
- (iv) Classification;
- (v) House or Residence Number;
- (vi) Social Insurance Number;
- (vii) Date of Birth;
- (viii) Date of Hire;
- (ix) Union Seniority Date;
- (x) Vacation Date;
- (xi) Termination Date and reason for termination;
- (xii) Home Address (including City and Postal Code);
- (xiii) Phone Numbers (cell and home);
- (xv) Current Rate of Pay;
- (xvi) Hours worked in the period;
- (xvii) Career hours in current classification;
- (xviii) Balance of Accumulated Sick Leave Credits;
- (xix) Union Dues Deducted for the Period;

- (xx) Initiation Fees Deducted for the Period; and
- (xxi) Education and Training Fund Hours.

### 19.03 UNION REPRESENTATIVE'S VISITS

Full-time Union Representatives shall be entitled to visit all areas of the Employer's operations where employees work, with minimum disruption to the supported individuals or the employees, for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

The full-time Union Representative shall interview employees. If the interview must occur during the employee's working hours, the Employer shall allow each employee up to forty (40) minutes of paid time off in order to meet with the full-time Union Representative.

### 19.04 Union Committee

The Union has the right to elect or otherwise select a negotiating committee consisting of no more than ten (10) representatives from the bargaining unit, with no more than *three (3)* from any one department. All members of the committees shall be employees of the Employer who have completed their probationary period.

### 19.04 UNION MEMBERSHIP

All Employees of the Employer covered by this Agreement; shall as a condition of continued employment, become members in good standing of the union. The Employer will supply a copy of an application (provided by the Union) for union membership to each new employee hired and return it to the Union within the first week of employment.

The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for income tax purposes.

On commencement of employment, the Employee shall be introduced to the Union Steward or Union Representative who will provide the employee with a copy of the Collective Agreement and other pertinent information.

An Employee who is temporarily filling an out-of-scope position for up to three months shall continue to have Union dues deducted from his pay cheque and shall be entitled to all benefits and rights afforded by this agreement.

### 19.05 Recognition of Union Stewards

Union Stewards may be appointed or elected by the Union from time to time, and the Union will identify to the Employer its designated Union Stewards.

Union Stewards' Rights and Protections

The Employer recognizes the heightened role and responsibility of Union Stewards and shall undertake all measures to protect the rights of Union Stewards in their unique role as both employees and representatives of the Union.

- a) When acting in their representational capacity, the Employer agrees that Union Stewards:
  - i. may openly disagree and argue vigorously with management;
  - ii. may question authority and demand certain actions of management;
  - iii. may challenge abuse, real or perceived, of managerial authority; and
  - iv. shall be regarded as equals in their dealings with Management representatives.
  
- b) The Employer agrees that, under no circumstances, will Union Stewards be:
  - i. subjected to disciplinary action or treatment that is in any way discriminatory, threatening, or coercive;
  - ii. subjected to disciplinary action except in the presence of a Full-Time Union Representative; and/or
  - iii. transferred to another area of the workplace outside their classification, except with the written consent of the Union.

#### Union Stewards' Work on Company Time

Union Stewards' work on Employer time may include, without limitation, the following Union-related activities::

- a) Investigating grievances, complaints, or general concerns of the Union's members;
- b) Interviewing Union members;
- c) Counselling Union members who may be facing discipline situations;
- d) Informing Union members about the rights and responsibilities contained in the Collective Agreement;
- e) Greeting and orientating new members to the Union;
- f) Assisting with the signing of Union Membership card or materials
- g) Assisting with the distribution of WCB Authorization forms
- h) Distributing and posting Union-sanctioned communications in the workplace; and
- i) Other duties as may be necessary in the circumstances.

#### 19.06 Interviews and Investigations by Union Stewards

- a) Interviews. Union Stewards may interview employees on Company time. Such interviews shall be:
  - i. Held in confidence and without discrimination; and
  - ii. Carried out in a private place in the workplace designated by the Employer but without the presence of the representatives of the Employer.

- b) Information. Upon their request, Union Stewards shall be provided and will hold in a confidential manner information relevant to the conduct of Union Business.

Such requests may include, without limitation, the following information:

- i. Submitted employee availability forms;
- ii. Payroll records, including punch detail reports and reports pertaining to hours worked and/or paid (eg. MITC reports and similar);
- iii. Policies, procedures, or documents of the Employer;
- iv. Hours allocated within a residence(s) on a department-by-department basis;
- v. Modified work restrictions affecting a department's schedule in any way;
- vi. Finalized schedules;
- vii. Any amended schedules;
- viii. Any video recording pertinent to an investigation.

## UP 21 – Article 20 - Grievance Procedure

### 20.01 Definition

Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation, or any alleged violation of the terms and provisions of this Agreement shall be considered a Grievance.

### 20.02 Informal Resolutions

Grievances may be dealt with informally among an employee accompanied by their Union Steward or Union Representative; a Union Steward or Union Representative on behalf of an employee or group of employees; and the Manager or designate.

It is understood that this informal step is not a requirement. It is further understood that such discussions are held with a view towards resolving issues informally and, as such, shall be conducted solely on a “without prejudice or precedent” basis.

### 20.03 Formal Grievances

A Formal Grievance shall be submitted by the Employer or by the Union in writing.

Following the submission of a formal grievance, the Union Representative(s) and Employer Representative(s) shall meet and, in good faith, shall identify and earnestly seek to settle the grievance.

If a satisfactory settlement cannot be reached, or if the party on whom the grievance has been served fails to meet with the other party within fourteen (14) calendar days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to one of the Dispute Resolution Mechanisms defined in this Collective Agreement.

The Employer agrees to reply in writing as to the disposition of all Grievances submitted by the Union. In the event that a grievance is denied, written correspondence will be provided to the other party outlining, with substance and detail, the reasoning justifying the denial.

### 20.04 Time Limits

#### a) To file a formal grievance

Formal grievances shall be subject to the following time limits:

#### Formal grievance involving dismissal:

Shall be submitted within the latter of either:

- i. Fourteen (14) days from the last day worked by the affected employee; or

- ii. Fourteen (14) days from the date in which the Employer notified the employee and the Union of the decision to dismiss the affected employee.

Formal grievance involving any other matter:

Shall be submitted within thirty (30) days from the date in which the aggrieved party came to the conclusion that the Collective Agreement may have been violated.

a) To Mete Out Discipline

Discipline of any form that is not meted out within fourteen (14) calendar days from the date in which the Employer knew or reasonably should have known about the matter giving rise to the discipline shall be deemed null and void ab initio.

b) Effect and Flexibility of Time Limits

The above time limits may be extended by the mutual agreement of the parties. Such agreement shall be in writing.



## UP 22 – Article 21 - Arbitrator

- 21.01 Either of the parties may, within ninety (90) days of a decision under Article 14.04 of the Grievance Procedure, notify the other party in writing of its desire to submit the Grievance to Arbitration.
- 21.02 The parties agree to use a single Arbitrator.
- 21.03 The parties will attempt to agree upon the choice of a person to act as single arbitrator within one (1) week of the date of the request for arbitration. Failing that, the Director of Mediation Services in the Province of Alberta shall be requested to assist in the appointment of the arbitrator. The Arbitrator shall hear their dispute and the decision of the Arbitrator shall be final and binding upon the parties.

The Arbitrator shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement.

Each of the parties hereto will share equally the expenses of the Arbitrator.

- 21.04 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way he or she deems fit.
- 21.05 The findings of and decisions of the arbitrator shall be binding and enforceable on all parties involved.
- 21.06 In the cases of suspensions and/or terminations, the parties agree to the following expedited arbitration process:
- The Arbitrator shall fix a day, not later than twenty-eight (28) days after the day on which they were appointed as arbitrator, on which the hearing shall commence.
- 21.07 The above time limits may be extended by mutual Agreement.

## UP 23 – Article 22 - TRAINING

The Employer shall assist, when feasible, in the professional development of employees. Employees agree to participate in workshops provided by the Employer. First aid, Mandt, med's, aboriginal awareness, Asist, HR downloads, diversity, trauma and other training or program's will be fully paid for by the employer.

If the government legislates or regulates mandatory changes to the training requirements for IHAC of Independence employees, employees requiring certain certifications or academic standings will receive such training and the employer agrees to pay for all expenses associated with such training and education. A reasonable amount of time will be allowed to each employee to attain such required academic standing or certifications.

## UP 24 – Article 23 – Union Orientation

Orientation shall be paid. No Employee shall be expected to work without paid orientation.

## UP 25 – Article 24 - PROBATIONARY PERIOD

A new employee must serve a probationary period of 90 days, upon completion of their probationary period have their seniority back dated to their latest date of hire. A new employee shall upon completion of one year of continuous service be reimbursed the costs of having produced a Criminal Check, a Drivers Abstract, a Child Abuse Registry Check, Adult Abuse Registry Check, any other type of check or anything else that came out of pocket for the purpose of getting hired.

A new employee must provide the required checks within four (4) weeks of commencing employment unless an extension to this time frame is granted as a result of circumstances outside of the employee's control. Such circumstances must be justified by the employee by presenting the supporting documentation to the Employer. Documents produced shall be original documents and it shall be the employee's responsibility to request the reimbursement of the cost. Such reimbursement will be made upon the employee presenting the original receipt to the Employer.

The Employer may extend a new employee's probationary period, with agreement from the Union. Such an extension and the reasons why, shall be made known to the affected employee prior to the expiry of the original probationary period. Probationary employees may be dismissed and shall not have recourse to any grievance or arbitration procedures in this Agreement.

## UP 26 – Article 25 SENIORITY

The union wishes to discuss seniority, recall and layoff procedures

## UP 27 – Article 26 - JOB POSTINGS

**26.01** The Employer shall e-mail all notices of vacant positions to each employee, including a description of the duties of the job posted within the bargaining unit. These notices are to be posted on the Sharevision program for a period of fourteen (14) calendar days. The Shop Stewards shall have access to the e-mails above. The position will be awarded within Twenty one (21) working days after the posting has been removed and the name of the successful applicant will be posted. The successful applicant will start in their position within four (4) weeks from the date the position was awarded. The notice shall identify the typical duties required, the qualifications and abilities necessary, the classification, wage rate, regular scheduled days of work, normal starting and quitting times and application forms which clearly state the closing date for submitting applications to the Employer. The union representative will be sent copies of each posting on the day it is posted and the results of each posting on the day it is awarded. The employer will establish an on-line platform for the employees to access job postings.

**26.02** Selection Process for Vacant Position

Seniority shall be the governing factor in making a selection for a vacant position providing the employee possesses the required qualifications, is compatible with the person supported and has the demonstrated ability to perform the work required after being provided the necessary training within a familiarization period of twenty (20) shifts consistent with Article 26.03, Return to Former Position, herein.

In the event of no employees possessing the required qualifications, the Employer agrees to make their selection on the basis of the most senior employee who is compatible with the person supported and has the demonstrated ability to perform the work required within a familiarization period as described herein.

**26.03** Return to Former Position

If within twenty (20) shifts worked from the date the employee commenced work in their new position, they prove to be unsatisfactory after being provided the necessary training or if they request to return to their former position, the employee shall be returned to their former position or an equivalent position should their former position cease to exist at their former rate of pay without loss of seniority. Any other employee affected may also be returned to their former position and former rate of pay without loss of seniority and without any notice.

Temporary positions of twelve (12) months or more which are the result of an employee being on an approved leave of absence, sick or disabled shall be posted in accordance with Article 26.01, Posting of Vacant Positions, above and identified as temporary in nature. When the temporary position is over the employee shall return to their former position. Any subsequent temporary vacancy that results in this type of posting need not be posted by the Employer. If subsequent temporary vacancies are not posted they will be filled in accordance with Article XX, Available Hours of Work.

In the event the Employer wishes to make changes to the qualifications required for any classification in the bargaining unit or the Employer adds a new classification and with-it new qualifications, the Employer agrees to advise the Union. Should the Union have any concerns with respect to the reasonableness of the qualifications for any classification, the Union shall,

within thirty (30) days of receipt of the information from the Employer, provide such concerns in writing to the Employer.

The parties shall meet to attempt to resolve the areas of concern. Should the parties fail to resolve the concerns, the Union reserves the right to refer the matter to a single arbitrator as outlined in this Agreement on the basis of the “reasonableness” of the required qualifications in dispute.

## UP 28 – Article 27 General Holidays

The following days shall be recognized as paid holidays:

New Year's Day	Alberta Heritage Day
Alberta Family Day	Labour Day
Good Friday	Thanksgiving Day Remembrance
Easter Monday	Day Christmas Day
Victoria Day	Boxing day
Canada Day	National Day for Truth and Reconciliation

And any day proclaimed to be a holiday by the Government of the Province of Alberta, the Government of Canada, or the Municipality in which the site is located.

When an employee works on the above holiday she shall be paid two and three and half (3½) times her regular straight time visit rate for all visits worked on such holiday.

If a public holiday falls on a day on which the employee is on vacation, the Employer shall substitute another day that would ordinarily be a working day for the employee to take off work and for which he or she shall be paid public holiday pay as if the substitute day were a public holiday.



## UP – 29 – Article 28 - Leave of Absence

### 28.01 Leaves of Absence

- a) At a minimum, employees shall have all the rights and entitlements provided under the Alberta Employment Standards Act. Any legislated improvements for employees shall be deemed incorporated into this Collective Agreement.
- b) Employees shall be entitled to all Leaves of Absence outlined in this Collective Agreement.
- c) Before taking a Leave of Absence, an employee must give the Employer as much notice as is reasonable and practicable in the circumstances
- d) Unless otherwise stated in this Article, notice of return to work shall be no less than two (2) day's from the date the employee intends to return to work. Upon return to work, employees shall be either:
  - i. returned to the position they held prior to taking the Leave; or
  - ii. provided alternative work of a comparable nature at not less than the earnings and other benefit entitlements the employee had accrued prior to taking the Leave.

### 28.02 Bereavement Leave

Bereavement leave will be provided to employees without loss of pay and benefits to allow the employee a maximum of:

- (a) seven (7) days in the event of the death of immediate family members defined as:
  - i. Spouse, common-law, or same-sex partner
  - ii. Parent, including step-parent or parent-in-law
  - iii. Brother or sister, including step-brother or sister, or brother or sister-in-law;
  - iv. Son or daughter, including step-child or son or daughter-in-law;
- (b) five (5) days in the event of the death of a grandparent or grandchild; and
- (c) three (3) days in the event of the death of other relatives.

An employee's day off or vacation will not be used to circumvent any type of leave of absence.

If, for the purposes of attending the funeral, the employee must travel a distance in excess of one hundred (100) kilometers from his/her residence, one way, the Employer may grant that employee up to four (4) additional days for travel without loss of regular earnings or benefits.

All requests for additional unpaid travel time or additional unpaid bereavement leave shall not be unreasonably withheld.

### 28.03 Citizenship Ceremony Leave

Employees shall be entitled to up to a day of paid Citizenship Ceremony Leave to attend a citizenship ceremony to receive a certificate of citizenship.

#### 28.04 Compassionate Care Leave

Employees shall be entitled to up to twenty-seven (27) weeks' unpaid Compassionate Care Leave for the purpose of providing care or support to a seriously ill family member.

#### 28.05 Critical Illness Leave

Employees shall be entitled to Critical Illness Leave as follows:

- a) up to thirty-six (36) weeks' leave to provide care or support to a child under the age of 18; and/or
- b) up to twenty (20) weeks' leave to provide care or support to an adult family member.

#### 28.06 Death or Disappearance of a Child Leave

Employees shall be entitled to this Leave as follows:

- a) a period of up to fifty-two (52) weeks if the employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime; or
- b) a period of up to one hundred and four (104) weeks if the employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime.

#### 28.07 Domestic Violence Leave

- a) An employee who is a victim of domestic violence is entitled to unpaid domestic violence leave of thirty (30) days in a calendar year.
- b) For the purposes of this Article, domestic violence occurs when an employee, the employee's dependent child, or a protected adult who lives with the employee is subjected to any of the following acts or omissions by another person who:
  - i. is or has been married to the employee, is or has been an adult interdependent partner of the employee or is residing or has resided together with the employee in an intimate relationship;
  - ii. is or has been in a dating relationship with the employee, regardless of whether they have lived together at any time;
  - iii. is the biological or adoptive parent of one or more children with the employee, regardless of their marital status or whether they have lived together at any time;
  - iv. is related to the employee by blood, marriage or adoption or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time; or
  - v. resides with the employee and has care and custody over the employee pursuant to an order of a court.
- c) The following acts and omissions constitute domestic violence for the purposes of this Article:

- i. any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;
  - ii. any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;
  - iii. conduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;
  - iv. forced confinement;
  - v. sexual contact of any kind that is coerced by force or threat of force;
  - vi. stalking.
- d) An employee may take domestic violence leave for one or more of the following purposes:
- i. to seek medical attention for the employee or the employee's dependent child or a protected adult in respect of a physical or psychological injury or disability caused by the domestic violence;
  - ii. to obtain services from a victim services organization;
  - iii. to obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult;
  - iv. to relocate temporarily or permanently;
  - v. to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
  - vi. any other purpose provided for in the Alberta Employment Standards Regulation.

#### 28.08 Long-term Illness and Injury Leave

Employees shall be entitled to unpaid leave due to illness, injury, or quarantine. Such Leaves shall not exceed twenty seven (27) weeks in a calendar year.

Where the circumstances reasonably permit, the employee shall give written notice to the Employer in advance of the Leave and provide a medical certificate stating the estimated duration of the Leave and the estimated date of the employee's return to work.

#### 28.09 Short Term Illness and Injury Leave

Employees shall be entitled to unpaid leave due to illness, injury, or quarantine. Such Leaves shall not exceed sixteen (16) weeks in a calendar year.

Where the circumstances reasonably permit, the employee shall give written notice to the Employer in advance of the Leave and provide a medical certificate stating the estimated duration of the Leave and the estimated date of the employee's return to work.

#### 28.10 Maternity and Parental Leave

Maternity, parental, and adoption leave shall be granted in accordance with the Employment Standards Code of Alberta as amended from time to time.

- (a) While an employee is on maternity/parental/adoption leave, no vacation time will accrue, nor will the employee be eligible for Statutory Holiday pay or credit.
- (b) Maternity Leave
  - (i) An employee, upon her written request, will be granted maternity leave to become effective *twenty (20)* weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that she commences maternity leave no later than the date of delivery. Where the pregnancy of an employee interferes with the performance of the employee's duties before the estimated date of delivery, the Employer may request the employee begin medical leave supported by a doctor's certificate. Maternity leave shall be without pay and benefits. Maternity leave shall not exceed *twenty (20)* weeks however may be combined with parental leave entitlements under (c) below to provide for a total leave of absence which shall not exceed *eighty-two (82)* weeks.
  - (ii) A birth mother must take at least six (6) weeks leave after the birth of the child unless the Employer agrees to early resumption of employment and the employee provides proof satisfactory to the Employer that she is fit to resume work and will not endanger her health.
- (c) Parental Leave

*A parent upon their written request, be granted a leave of absence without pay and benefits for a period up to sixty-two (62) weeks for parenting duties following the birth or adoption of a child.*

  - (i) *For the birth mother, Parental Leave starts immediately following Maternity Leave.*
- (d) An employee *adopting a child must:*
  - (i) *Make written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of the applications; and*
  - (ii) *Provide the Employer with at least one (1) days' notice that such leave is to commence.*
- (e) An employee absent on Parental/Maternity/Adoptive Leave shall provide the Employer with two (2) weeks written notice of readiness to return to work, following which the Employer will reinstate him/her in the same step in the salary scale or provide him/her with alternate work of a comparable nature at no less than the same step in the salary scale and other benefits that accrued to him/her up to the date he/she commenced the leave.
- (f) Employee will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (g) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work, *provided they are still eligible.*

#### 28.11 Personal and Family Responsibility Leave

Employees shall be entitled to up to seven (7) days of unpaid leave in a calendar year for the following purposes:

- a) the health of the employee; or
- b) the meeting of family responsibilities in relation to a family member.

#### 28.12 Reservist Leave

Employees who are reservists are entitled to unpaid Reservist Leave for deployment and training in the Canadian Armed Forces.

#### 28.13 Jury and Material Witness Leave

Employees summoned to jury duty or subpoenaed as a material witness for the Crown shall be paid wages amounting to the difference between the amount they will have been paid for such services and the amount they would have earned had they worked for the Employer on such days. Employees on jury duty or service as a material witness for the Crown shall furnish the Company with such statement of earnings as the Courts may supply. This does not apply if the employee is summoned on their day off, or while on other paid or unpaid Leave of Absence; however, if an employee is summoned during their vacation, they will be given the opportunity to reschedule their vacation should they choose to do so.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or when serving as a material witness for the Crown and actual work on the job in one (1) day shall not exceed a regular maximum shift for the purposes of computing overtime.

#### 28.14 Time Off to Vote

Employees shall be entitled to time off of up to five (5) consecutive hours to vote in government elections pursuant to any municipal, provincial, federal, or band council electoral process.

#### 28.15 Union Leave

The Employer agrees to pay employees for the following Union Leaves requested in writing by the Union and bill the Union accordingly for the wage and benefit cost. Employees on Union Leave of absence shall be credited for seniority based on what they would have received had they been at work. Time on Union Leaves shall be considered as time worked for all purposes under this Agreement.

#### 28.16 General Leave of Absence

Employees shall be considered for leaves of absence without pay, at any time of the year, for severe personal or familial distress or other compassionate reasons. The duration of the Leave of Absence shall be granted based on the need expressed by the employee.

Other applications for unpaid time off for extraordinary life events shall be considered once per the life of the Collective Agreement.

#### 28.17 Sick Leave

Sick leave is for the sole purpose of protecting full-time and regular employees from loss of income when legitimately absent due to a non-occupational illness or disability. An employee is only permitted to be absent from work on sick leave by virtue of being unable to perform the duties of their position due to illness or injury. The employee shall be paid for these days.

Effective January 1<sup>st</sup> of each year, Full-time employees who have completed their probationary period shall be credited with one hundred (100) sick leave hours and employees completed their probationary period shall be credited with seventy (70) sick leave hours per year.

Wage replacement will commence upon the first (1st) day of illness or disability.

Any eligible employee claiming sick leave under this Article 28.17 shall notify the Employer at least one (1) hour before the employee would normally report for work.

Full time employees will be able to carry over one hundred (100) hours of sick leave into the next calendar year and employees will be able to carry over seventy (70) hours of sick leave into the next calendar year. If the employee does not request the hours to be carried over then all unused sick leave shall be automatically paid out during the first pay period of the following calendar year.

Effective in the first pay period of every fiscal year, all employees who have not used sick leave time over the previous fiscal year and who meet the qualifying requirements, shall receive the following attendance bonus:

- a) One thousand (\$1000.00) dollars for full-time employees
- b) Six Hundred and fifty (\$650.00) dollars for part-time employees

#### 28.18 Paid time off

The employer will keep its paid time off policy/program.

## UP 30 – Article 29 - VACATION

29.01 The vacation year shall be based on the Employer's fiscal year (April 1st to March 31st). Entitlement to annual vacation with pay is based on the employee's anniversary date of most recent employment. Employees who, on March 31st of each year, have less than one (1) year of continuous service, shall be entitled to receive an amount equal to nine (9%) percent of their total wages earned during the period of employment, for which no vacation allowance has been paid up to March 31st. Said employee may be allowed time off for vacation purposes, without pay, of up to six (6) weeks at a time mutually agreed to between the employee and the Employer.

### 29.02 Vacation Entitlement

Employees shall be entitled to annual vacations with pay as follows:

- a) five (5) weeks after one (1) year of continuous service with pay for the five (5) weeks in an amount equal to nine (9%) percent of the employee's regular earnings paid in the previous fiscal year;
- b) seven (7) weeks after two (2) years of continuous service with pay for the seven (7) weeks in an amount equal to ten (10%) percent of the employee's regular earnings paid in the previous fiscal year;
- c) Eight (8) weeks after four (4) years of continuous service with pay for the eight (8) weeks in an amount equal to eleven (11%) percent of the employee's regular earnings paid in the previous fiscal year ;
- d) ten (10) weeks after eight (8) years of continuous service with pay for the ten (ten) weeks in an amount equal to thirteen (13%) percent of the employee's regular earnings paid in the previous fiscal year;
- e) eleven (11) weeks after fifteen (15) years of continuous service with pay for the six (eleven) weeks in an amount equal to fourteen (14%) percent of the employee's regular earnings paid in the previous fiscal year;
- f) twelve (12) weeks after twenty (20) years of continuous service with pay for the twelve (12) weeks in an amount equal to fifteen (15%) percent of the employee's regular earnings paid in the previous fiscal year ;

Vacation pay for each week of vacation for employees shall be equal to the percentage of gross annual earnings in the immediately preceding twelve (12) months, or shall equal to the regular weekly rate of pay of the individual employee effective immediately prior to the vacation period, whichever is the greater. "Earnings" include, but are not limited to wages, premiums, the previous years' holiday and vacation pay, and sick leave.

Employees that do not use all vacation entitlement prior to March 31st of the vacation year will be able to carry over up to 4 weeks to the following year.

Employees are able to take however many vacation days as they wish at any time they wish as long as operational needs are met.

### 29.03 Vacation Scheduling

Vacation schedules within each work location shall be established as follows;

- a) A list of employees in the work location by seniority shall be posted not later than February 1st of each year;

- b) Between February 1st and March 1st, employees will be given the opportunity of indicating their choice of vacation time and shall attempt to agree on their vacation preference;
- c) Where there is a conflict in vacation preference an employee may elect to exercise their seniority over another employee who is less senior and has requested the same period of vacation. An employee may elect to exercise their seniority only once per two (2) vacation years;
- d) Following March 1st, employees who have not indicated their choice of vacation time may only have vacation requests allocated by the Employer based upon first request , first approved;
- e) part-time and casual employees shall be entitled to the same number of weeks vacation time as per the full-time employees but full-time employees shall always have preference over part-time and casual employees in scheduling vacations;
- f) casual employees shall be entitled to the same number of weeks vacation time as per the part-time employees but part-time employees shall always have preference over casual employees in scheduling vacations

#### 29.04 Vacation Pay in Advance

Where a employee submits a written request seven (7) calendar days in advance they are able to receive their vacation pay at any time and use their vacation time off without pay.

When a general holiday occurs during an employee's vacation, an extra day's vacation shall be granted if the general holiday is one which the employee would have received had they been working. If granting an extra day's vacation will hamper operations or interfere with the arrangement of vacation schedules, an extra day's pay will be given in lieu of an extra day's vacation.

Where an employee's scheduled vacation has been approved by the Employer, the approved dates will not be changed without the employee changing the vacation. There will be no cancelations of vacations from the employer.

If an employee becomes seriously ill or injured or confined while on vacation, the their vacation shall cease on the date they became ill and/or injured. The balance of the employee's unused vacation will be rescheduled following the employee's return to work.

No employee may utilize vacation earned until they have completed the probation period.

Any employee will be allowed time off for vacation purposes, personal time or any reason without pay, of up to six (6) weeks, at a time mutually agreed to between the employee and the Employer.



## UP 31 – Article 30 POSTING OF WORK SCHEDULES ARTICLE

The Union wishes to discuss scheduling and changes to schedules

## UP 32 - Article 31 - TIME RECORDING

The Employer shall provide a standard methodology to enable employees to record their required hours worked for payroll purposes.

Recorded hours worked shall be retained by the Employer for a minimum of five (5) years in the event verification is required as to hours worked or paid and shall be made available to the Union upon request in conjunction with a grievance.

## UP 33 – Article 32 - MEAL AND REST PERIODS

32.01 Meal and rest periods are to be taken with person supported. Meal and rest periods are paid time.

All meals provided in the residences by the Employer will be at no cost to the employees when taken in accordance with Article 32.01

32.02 Employees who accompany person supported on outings outside the residence shall be compensated and/or reimbursed the cost of meals, admission fees for events or anything else that comes from the employee's pocket where the employee accompanies the person supported.

## UP 34 – Article 33 - HOURS OF WORK

The Union wishes to discuss hour of work

## UP 35 – Article 34 - OVERTIME

It is recognized by the parties that overtime shall be required as a condition of employment.

Overtime will be compensated by paying the employee one and one-half (1 1/2) times the employee's regular hourly rate.

## UP 36 Article 35 - Out of home area assignments

When an employee is assigned to go outside their home area to work, the employee will be paid two-and one-half times ( $2 \frac{1}{2}$ ) their regular rate of pay for every hour.

When an employee is assigned to go outside their home area to work, the employee will receive two hundred and fifty dollar (250) a day living expense.

## UP 37 – Article 36 - Sleep night Shift

Sleep shift will start at 9pm and end 7am. Any employee required to work a sleep night shift will be paid one and one-half (1 1/2) times the employee's regular hourly rate in the shift that they sleep. Any time during that shift that an employee is wakened to attend to person supported, they shall be paid two-and one-half times (2 1/2) their regular rate of pay for all time awake and working. From 7am to 3pm the employee will be paid regular time. From 3pm till 9pm the employee will be paid one and one-half (1 1/2) times the employee's regular hourly rate.

## UP 38 – Article 37 - Reporting Pay/Call-in Pay

No employee shall be scheduled or called in to work a shift for less than six (6) consecutive hours unless the employee voluntarily agrees to leave work earlier than the six (6) hours. Any employee called in to deal with an emergency will be paid for time worked but in no event less than six (6) hours pay at their appropriate hourly rate of pay and shall be able to leave when the emergency is over.



## UP 39 – Article 38 - Adverse Weather Policy

All employees scheduled to work will be expected to come to work unless the employer has authorized closure of a facility or workplace due to adverse weather conditions or if the employee is physically unable to attend work due to adverse weather conditions (including road closure or closure of a Work Location due to the weather).

If an employee decides not to travel to work due to weather conditions, they will be paid. Should this occur, the Employer will make reasonable efforts to reschedule missed shifts within the program including overtime. If the employer authorizes an early closure of a Work Location due to adverse weather conditions, staff will receive pay for the full amount of their shift.

## UP 40 - Article 39 - Pay and Proper Pay

The Company is committed to the early resolution of payroll disputes. If an employee believes they were paid incorrectly they should immediately bring it to the attention of their Supervisor. If the matter is not resolved to their satisfaction then it should be brought to the attention of the Manager, or the Labour Relations Department and the Union.

In the event that an employee is not paid the correct amount of pay as a result of an error made by the Company, the employee shall be compensated an additional twenty (20%) percent of any shorted amount, provided the employee brings the matter to the attention of the Company as determined above in the week following payday. If the error is not corrected by the next payroll, a further twenty (20%) percent of the original shorted amount will be paid and this process will continue until the payroll issue is corrected.

## UP 41 – Article 40 - Out of home area assignments

When an employee is assigned to go outside their home area to work all expenses are paid for by the employer.

When an employee is assigned to go outside their home area to work, the employee will be paid two-and one-half times ( $2 \frac{1}{2}$ ) their regular rate of pay for every hour.

When an employee is assigned to go outside their home area to work, the employee will receive two hundred and fifty dollar (250) a day living expense.

## UP 42 – Article 41 - Checks for hire reimbursed

If an employee must pay out of pocket for a company required check to get hired, the employee will be fully reimbursed by the company when the employee passes their probation period. If something occurs during these check's and it results in more spending of the employee's money, then the employee will be reimbursed from the company. Some examples can be Driver's abstract, venerable sector check, Child intervention check, criminal record check or anything other thing that is required from the company to get hired.

## UP 43 – Article 42 - Vehicle Allowance

Where employees have to utilize their own vehicle, the Employer agrees to reimburse such employees at the rate of one dollar and fifty cents(\$1.50) per kilometer.

Employees shall be allowed to plug their vehicle into the available electrical outlets at the workplace during the winter months at no cost to the employees.

Employees shall be reimbursed for the cost of the deductible or/and for the cost of the repair if their vehicle is damaged due to the actions of a person supported.

## UP 44 – Article 43 – Health and Welfare, Benefits and RRSP's

The union wishes to discuss Health and Welfare, Benefits and RRSP's.

The Employer will make a 7% of eligible annual earnings RRSP contribution to employees that enroll in the company RRSP. No contributions by the employee is required for the 7% company contribution.

### **Benefits**

The Union wishes to discuss all benefits

## UP 45 – Article 44 – Wages and Term

The Union wishes to discuss wages and term

## UP 46 – Article 45 - Company Contributions

The Union wishes to discuss company contributions, union education fund, pension plan