

**I Have a Chance Support Services Ltd.(the “Employer”)**

**-and-**

**United Food and Commercial Workers Canada Union, Local No. 401 (the  
“Union”)**

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The parties agree the following terms and conditions shall form the basis of their Collective Agreement, subject to ratification by their respective principals. Errors and omissions excepted.

The parties agree that the “Memorandum Notes” included within this document shall not form part of the Collective Agreement and are included solely for the purpose of explanation and/or clarification.

## **Article 1 – Scope and Recognition**

- 1.1 I Have a Chance Support Services Ltd (hereinafter referred to as the “Employer”) recognizes the United Food and Commercial Workers Canada Union, Local No. 401 (hereinafter referred to as the “Union”) for the duration of this Agreement as the sole collective bargaining agent for the purposes of collective bargaining in respect of wages and other conditions of employment on behalf of the 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 – Purpose**

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

## **Article 3 – Union Security**

- 3.1 The Employer agrees to deduct from the gross regular paycheque 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 the employee’s regular paycheque.
- 3.2 Membership dues or sums in lieu so deducted from salaries shall be paid within thirty (30) 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.
- 3.3 The Employer agrees to include total annual dues on T-4 slips.
- 3.4 The Employer shall submit the dues and employee list electronically in a manner acceptable to both parties.
- 3.5 The Employer agrees to post the Agreement and other Union material on its Sharevision site for access for all bargaining unit members. Employees shall be notified where to find the Agreement during their orientation. If an employee desires a printed copy of the Agreement, the Union agrees to provide a copy of the Agreement to the employee, with no cost to the Employer.
- 3.6 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.

- 3.7 For the purposes of this 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.
- 3.8 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-five (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.
- 3.9 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. These meetings shall no longer be required on the passing of one (1) year of the effective date of this Agreement.
- 3.10 The Union will provide the required changes and the Employer will apply them. If there are errors or omissions, the errors or omissions shall be corrected.
- 3.11 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:
- a) full name;
  - b) employee number;
  - c) status (full-time, casual, active, inactive);
  - d) classification;
  - e) social insurance number;
  - f) date of birth;
  - g) date of hire;
  - h) union seniority date;
  - i) termination date and reason for termination;
  - j) home address (including City and Postal Code);
  - k) phone numbers (cell and home);
  - l) current rate of pay; and
  - m) hours worked in the period.

### **Union Membership**

- 3.12 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.

**Memorandum Note: Following ratification, the Employer and the Union will write to and pursue confirmation from the Alberta Labour Relations Board, that the practice of using digital Union membership cards, for new hires in the bargaining unit, is acceptable.**

- 3.13 On commencement of employment, new employees shall be introduced to the Union Steward or Union Labour Relation Officer who will provide the employee with a copy of the Agreement and other pertinent information.
- 3.14 An employee who is temporarily filling an out-of-scope position for a term of three (3) months or less continue to have Union dues deducted from their paycheque and shall be entitled to all benefits and rights afforded by this Agreement.

### **Recognition of Union Stewards**

- 3.15 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. The Union agrees that it shall only be entitled to name up to one (1) Union Steward for every 30 members to a maximum of six (6).
- 3.16 Employees of the Employer who are Union Stewards shall not suffer loss of regular straight time wages for time spent in Union-Management meetings, grievance meetings or for performing other Union Steward functions.
- 3.17 The Union acknowledges that Union Stewards have regular duties to perform on behalf of the Employer and may not leave their regular duties without notifying their client care manager. Each Union Steward shall, with the consent of the client care manager, be permitted to leave their regular duties for a reasonable length of time, without loss of pay, to function as a Union Steward as provided in this Agreement. Such consent from the client care manager shall not be unreasonably withheld. When Union Steward or Union Labour Relation Officers are meeting with an employee(s) pertaining to Union business, it is expected that wherever possible such discussion shall take place during the employee's coffee or meal break. Where this is not possible, the employee must receive approval of their immediate supervisor who is not within the scope of the bargaining unit prior to leaving their regular duties.

### **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*, as amended and to include union membership and activity in the Union.
- 4.2 The Union will not discriminate in its practices against persons, in accordance with the *Alberta Human Rights Act*, as amended.

### **Article 5 – Management Rights**

- 5.1 The Employer will be the sole judge of the appropriate location of its place or places of business, the number of employees to be employed, and the work to be performed at all such locations. Except where otherwise expressly limited by a specific provision of this Agreement, the Employer shall have the sole and exclusive right to determine all matters pertaining to the management of the Employer and its affairs. Without limiting the generality of the foregoing, such Employer rights shall include the right to:

- (a) Maintain order, discipline efficiency and to make, alter, and enforce, from time to time, rules and regulations to be observed by an employee, which are not in conflict with any provision of this Agreement;
- (b) Direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (c) Hire, promote, transfer, layoff, and recall employees;
- (d) Demote, discipline, suspend, or discharge for just cause.

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

- (a) retire;
- (b) resign;
- (c) fail to return to work at the expiration of an authorized leave;
- (d) fail to respond to a recall notice within the time required under this Agreement;
- (e) are discharged for just cause; or
- (f) fail to report for five (5) consecutive shifts without providing the Employer with a reasonable explanation for the absence.

### **Employee Rights**

5.3 The Company recognizes, as far as it is reasonably practical to do so, the following employee rights:

- a) Full, fair, and due process with Union representation in all circumstances contemplated by this Agreement;
- b) The right to a safe and healthy workplace;
- c) Be compensated for all work required to be performed in accordance with this Agreement and at the direction of the Employer;
- d) Be informed of all applicable workplace rights, obligations, policies, and rules;
- e) To receive training that is reasonably required for the performance of the employee' job duties;
- f) Participation in lawful Union activity;
- g) All statutory benefits, rights, and other privileges.

### **Article 6 – No Strike, No Lockout**

- 6.1 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the word “strike” and “lockout” shall be as defined in the *Alberta Labour Relations Code*.
- 6.2 In the event of a breach of a 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 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.

### **Article 7 – Discipline**

- 7.1 Any employee shall have the right to have a Union Steward or Union Labour Relation Officer present at any meeting that the employee believes may be disciplinary in nature. The Employer shall notify the Union of the date, time, and place of such meetings and the meetings shall be scheduled in advance in order for the Union Steward or Union Labour Relation Officer to be present, and will not be unreasonably delayed. It is understood that the Union may participate by phone, virtually or in person.
- 7.2 Upon written request, an employee shall have the right to review their personnel file once a year.
- 7.3 A copy of all written disciplinary action shall be provided to the employee concerned. A copy shall be forwarded to the Union office.
- 7.4 Reprimands and suspensions will be removed from an employee’s personnel file if the employee’s record is discipline free for eighteen (18) months of employment from the date of the last disciplinary action so recorded.

### **Employee Evaluations**

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

## Article 8 – Grievances

- 8.1 A grievance is defined as any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation, or alleged violation of the terms and provisions of this Agreement.
- 8.2 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 so as to resolve differences quickly and directly without necessarily having to resort to the following formal process. It is understood that employees shall have the right to involve Union Stewards or Union Labour Relations Officers in such a discussion, unless the employee expressly waives that right.
- 8.3 Employees may have the benefit of representation by Union Stewards or Union Labour Relation Officers at any of the steps in the procedure, and similarly management representatives may have the benefit of counsel.
- 8.4 All formal grievances shall be raised within fourteen (14) calendar days of the date on which the grievance becomes apparent, or ought to have become apparent. For grievances respecting terminations, the grievance shall be submitted within fourteen (14) days of the employee being notified of their dismissal. 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 1** – The grievance shall be taken up with the appropriate client care manager who shall render a decision within fourteen (14) calendar days of the receipt of the grievance. A grievance at this step must be reduced to writing, on a form supplied by the Union, stating the facts of the grievance and the remedy requested, and be dated.

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.

In responding to a grievance in Step 1, the client care manager shall reply to the Union in writing as to the disposition of the grievance. In the event the grievance is denied, the client care manager shall identify the reasons for the denial in writing.

**Step 2** – If a matter is not resolved at Step 1, or if a decision is not rendered within fourteen (14) 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 fourteen (14) 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.

In responding to a grievance at Step 2, the Chief Operating Officer shall reply to the Union in writing as to the disposition of the grievance. In the event the grievance is denied, the Chief Operating Officer shall identify the reasons for the denial in writing.

**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 sixty (60) 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. Despite the time limit above, the parties agree that they shall make reasonable efforts to refer a grievance to arbitration as soon as reasonably practicable.

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.

#### **Extension of Time Limits**

- 8.5 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. It is agreed that such requests shall not be unreasonably denied.
- 8.6 The time limits expressed in this Article 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 In grievances which involve a termination, the parties will undertake best efforts to prioritize the hearing of the grievance in an expedited fashion.
- 9.3 The findings of and decisions of the arbitrator shall be binding and enforceable on all parties involved.
- 9.4 Each party shall be responsible for one-half the expenses and/or fees payable to the arbitrator.
- 9.5 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's name.



### **Article 10 – Training and Employment Checks**

- 10.1 The Employer shall reimburse employees for the cost of all checks required to be produced prior to hire within thirty (30) days of the employee providing an original receipt to the Employer. It is the responsibility of the employee to request the reimbursement of such costs.
- 10.2 If an employee fails to complete one (1) year of service with the Employer, the employee and Union agree that the Employer may deduct from the employee's final paycheque the reimbursement cost of the checks referenced in Article 10.1.
- 10.3 Employees are required to take and attend all training or workshops required by the Employer. All training and workshops shall be paid for by the Employer. If an employee fails to complete one (1) year of service with the Employer, the employee and the Union agree that the Employer may deduct from the employee's final paycheque the costs associated with any non-Employer specific training or workshops.
- 10.4 When training or workshops required to be completed cannot be completed during regularly scheduled work hours, an employee will be required to complete the training or workshop while the employee is not scheduled to work, during which time the employee will be paid minimum wage.

### **Article 11 – Probationary Period**

- 11.1 A new employee must serve a probationary period of ninety (90) days, upon completion of their probationary period have their seniority back dated to their latest date of hire.
- 11.2 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.

### **Article 12 – Seniority**

- 12.1 Seniority shall be defined as the length of continuous service in their classification. Casual employee seniority shall be defined as their most recent date of hire. If an employee is transferred to a different classification, but is returned to their original classification in three (3) months or less, they shall regain the seniority they held immediately prior to the transfer. Classifications shall be:
- Support Home Supervisors (SHS)
  - Behavioural Support Workers (BSW)
  - Community Support Workers (CSW)
  - Health Care Aide (HCA)
  - Casual

- 12.2 In January and July of every calendar year, the Employer shall post the full seniority list showing the seniority of each employee.
- 12.3 Seniority shall continue to accrue during any period of authorized paid or unpaid leave of absence.
- 12.4 Employees within the bargaining unit who accept a permanent position outside the bargaining unit shall not accrue seniority.
- 12.5 Employees accepting a term or temporary position outside the bargaining unit will continue to accumulate seniority for up to three (3) months of the temporary or term assignment.
- 12.6 Employees may request to change from full-time to casual status. Casual employees may apply on available full-time vacancies.

### **Article 13 – Leaves of Absence**

- 13.1 Nothing in this article affects any right to leave as provided for under the *Employment Standards Code* as may be amended from time to time.
- 13.2 Employees must have been employed for at least 90 days to access any of the leaves outlined in this Article.
- 13.3 Employees are required to provide the notice and all other information as required under *Employment Standards Code* in order to access the leaves in this Article.

### **BEREAVEMENT LEAVE**

- 13.4 Employees shall be entitled to bereavement leave as follows:
- (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 stepparent or parent in law;
    - iii. Brother or sister, including stepbrother or sister, or brother or sister in law;
    - iv. Son or daughter, including stepchild or son or daughter in law
  - (b) five (5) days in the even of the death of a grandparent or grandchild; and
  - (c) three (3) days in the event of the death of other relatives.
- 13.5 The first three days of bereavement leave shall be paid, with the remaining days unpaid. Paid bereavement leave shall only apply to circumstances (a) and (b) above.
- 13.6 If an employee is required to travel to attend a funeral, the Employer agrees to provide such additional unpaid travel days as are necessary to attend the funeral.

### **CITIZENSHIP CEREMONY LEAVE**

13.7 Employees shall be entitled up to a day of unpaid citizenship ceremony leave to attend a citizenship ceremony to receive a certificate of citizenship.

### **COMPASSIONATE CARE LEAVE**

13.8 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.

### **CRITICAL ILLNESS OF A CHILD LEAVE**

13.9 Employees shall be entitled to critical illness leave of up to thirty-six (36) weeks' unpaid leave to provide care or support to a child under the age of 18.

### **DEATH OR DISAPPEARANCE OF A CHILD LEAVE**

13.10 An employee shall be entitled to an unpaid 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-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.

13.11 An employee is not entitled to death or disappearance of a child leave if he or she is charged with the crime that resulted in the death or disappearance of the child.

### **DOMESTIC VIOLENCE LEAVE**

13.12 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:

- (a) 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;
- (b) is or has been in a dating relationship with the employee, regardless of whether they have lived together at any time;
- (c) 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;

- (d) 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
- (e) resides with the employee and has care and custody over the employee pursuant to an order of a court.

13.13 The following acts and omissions constitute domestic violence for the purposes of this Article:

- (a) any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;
- (b) any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;
- (c) conduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;
- (d) forced confinement;
- (e) sexual contact of any kind that is coerced by force or threat of force;
- (f) stalking.

13.14 An employee may take unpaid domestic violence leave, for any length the employee believes is required, for one or more of the following purposes:

- (a) 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;
- (b) to obtain services from a victim services organization;
- (c) to obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult;
- (d) to relocate temporarily or permanently;
- (e) 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;
- (f) any other purpose provided for in the *Alberta Employment Standards Regulation*.

13.15 An employee shall endeavour to provide as much notice as reasonably possible of the need for domestic violence leave and the estimated length of the leave.

## **LONG TERM ILLNESS AND INJURY LEAVE**

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

## **MATERNITY AND PARENTAL LEAVE**

13.17 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.

13.18 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.

13.19 Maternity leave shall be without pay and benefits.

13.20 Maternity leave shall not exceed twenty (20) weeks however may be combined with parental leave entitlements below to provide for a total leave of absence which shall not exceed eighty-two (82) weeks.

13.21 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.

13.22 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. For the birth mother, Parental Leave starts immediately following Maternity Leave.

13.23 An employee adopting a child must:

(a) 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

(b) Provide the Employer with at least one (1) days' notice that such leave is to commence.

13.24 An employee intending to take maternity leave and parental leave, shall inform the Employer as to anticipated length the employee intends to take for maternity and/or parental leave.

13.25 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 the employee in the same step in the salary scale or provide the employee with alternate work of a comparable nature at no less than the same step in the salary scale and other benefits that accrued to the employee up to the date they commenced the leave.

13.26 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.

13.27 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.

#### **PERSONAL AND FAMILY RESPONSIBILITY LEAVE**

13.28 Employees shall be entitled to up to five (5) 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.

#### **RESERVIST LEAVE**

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

#### **JURY AND MATERIAL WITNESS LEAVE**

13.30 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.

#### **TIME OFF TO VOTE**

13.31 The Employer agrees to provide an employee with at least 3 consecutive hours during open polling hours to entitle the employee to vote in any government election. It is understood that should an employee have 3 consecutive hours available outside of their working hours, the employee shall not be entitled to any time off. Any time off required to provide the employee with three (3) consecutive hours shall be unpaid.

13.32 Should an employee require time off to vote, they shall provide their manager with reasonable notice.

13.33 An employee shall be entitled to unpaid time off as required in order to attend a band council electoral process.

#### **GENERAL LEAVE OF ABSENCE**

13.34 An employee may request an unpaid leave of absence for any reason. The length of the leave of absence shall be based on the expressed need of the employee. It is understood that the Employer, in its sole discretion, may deny the request for a leave of absence for legitimate

operational reasons. It is agreed that an employee shall not be entitled to a leave of absence to cover for a period of incarceration longer than seventy-two (72) hours.

## **UNION LEAVE**

- 13.35 The Union may request a leave of absence for a member(s) to conduct union business. The Employer agrees to grant such leave of absence subject to operational requirements that may exist. The union leave of absence will be with pay. The Union will reimburse the Employer for the wage and benefit cost while an employee is on such union leave.
- 13.36 The Union has the right to elect or otherwise select a negotiating committee. The negotiating committee will consist of no more than one (1) employee per thirty (30) bargaining unit members, with no more than three (3) from any one department/classification.

## **Article 14 – General Holidays**

- 14.1 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
- 14.2 Eligibility for and entitlement to general holiday pay shall be in accordance with the *Employment Standards Code*.

## **Faith Observance**

- 14.3 Each year, an employee may elect to transfer general holidays that are based on the Christian Faith (Good Friday and Christmas Day), to days that are observed as holy days generally recognized by followers of their sincerely-held religious beliefs. The employee may be required to provide confirmation of their affiliation by a confirmed religious leader. All requests to transfer a general holiday(s), for the upcoming year must be made by May 1 of each year. If an employee is hired after May 1, the employee shall not be entitled to transfer general holidays in accordance with this Article until the following year. The Employer shall notify all affected employees by June 1. Requests will not be unreasonably denied and will be subject to the needs of the business as determined by the Employer.

**Memorandum Note: This will apply for Christmas Day of the current calendar year and Good Friday of the following calendar year.**

**Article 15 – Vacations**

15.1 Vacation entitlement, accruals and use of, shall be governed in accordance with the *Employment Standards Code*. Management retains the discretion to schedule vacation based on operational requirements.

Length of employment	Number of weeks' Annual vacation	Percentage (%) Paid
Less than 1 year	Not Entitled	4%
1 to 5 years	2 weeks	4%
More than 5 years	3 weeks	6%

**Article 16 – Vacancies, Layoffs, and Job Postings**

**Vacancies**

- 16.1 When the Employer determines it is necessary to fill a vacant position within the scope of this Agreement, the position shall be posted to the Sharevision site and emailed to all employees. Vacancies and job postings will be open to applicants for five (5) calendar days.
- 16.2 The Employer, in its sole discretion, may elect to fill a full-time vacancy or a job posting to a position by transfer. Casual employees will have the right to transfer into an open vacancy or job posting provided they have the skills, qualifications, and ability to perform the job. If no casual employees apply for the vacancy, the Employer will hire an external candidate.
- 16.3 When filling vacancies, if the ability, qualifications, and merit of several candidates are equal, then seniority shall be the determining factor.
- 16.4 When the Employer is filling a supervisory vacancy, current employees shall have the right to apply for such a role, but the Employer reserves the right to hire the most qualified candidate, whether that be an internal or external candidate. Article 16.2 shall not apply to the filling of a supervisory vacancy.

**Layoffs**

- 16.5 The Employer shall layoff employees in reverse order of classification seniority provided the senior employee possesses the relevant ability, skills and qualifications. Employees may request to transfer to casual status to avoid a layoff.
- 16.6 Casual employees who do not request to work any open shifts in the preceding sixty (60) days shall be deemed to have resigned.



16.7 An employee who is laid off shall endeavor to obtain an alternate position by bidding on vacancies in accordance with Article 16.1.

### **Recall**

16.8 Employees on layoff will maintain their official employment start date and have recall rights for twenty-six (26) weeks, after which their employment will be deemed to be terminated and seniority forfeited.

16.9 Employees will be recalled in order of seniority provided they have the skills, qualifications, and ability to perform the job.

16.10 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 email to the employee's last known email address. It shall be the responsibility of the employee to keep the Employer informed of their current email 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 emailed, the employee will lose their recall rights and seniority, and employment will terminate.

16.11 No new employee may be hired until those qualified employees on layoff who have previously demonstrated their ability to satisfactorily perform the necessary and required work of the Employer have been given the opportunity of recall.

### **Article 17 – Hours of Work**

17.1 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.

17.2 Employees shall not be permitted to trade shifts with other employees without consent of Human Resources or its designate.

### **Communication**

17.3 When an employee schedule is changed, moved to a different house or any other working condition is changed from any result of the person supported or any other reason then the client care manager or any other part of management will notify the employee and explain the rationale for the change.

### **Regular Work Schedules**

17.4 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.

17.5 The Employer may designate up to eight (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 17.7. Sleep hours are paid at minimum wage.

### **Overtime**

17.6 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.

17.7 Employees shall earn overtime as follows:

- For employees working a 24-hour shift, twelve (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 two-hundred-sixty-four (264) hours in a month.
- Employees working shifts less than 24-hours shall earn overtime for all hours worked exceeding twelve (12) hours a day, or two-hundred-sixty-four (264) hours a month, whichever is greater. Any hours designated as sleep time are not used to calculate overtime except where the employee is required to provide service for all or a portion of those hours. In such a situation, the employee is required to notify their client care manager of such an occurrence.
- The overtime rate shall be one-and-one-half times (1.5x) the employees' regular rate of pay.

### **Open Shifts**

17.8 Opens shifts for the purposes of this Article shall be defined as a vacant shift due to an employee absence or a vacant shift as a result of an unclaimed shift rotation. The open shift process below shall not apply to open shifts which occur as a result of an employee absence with less than twelve (12) hours notice to the Employer. In such a circumstance, the Employer will first reach out to casual or full-time employees with familiarity with the client residence or client, failing which it will reach out to full-time employees in accordance with seniority.

17.9 When an open shift arises, employees shall have an opportunity to request to work the open shift.

17.10 If more than one (1) employee requests to work the same open shift, the Employer will assign the open shift based on the following considerations:

- (a) Full-time employees will have preference over casual employees;
- (b) If an employee working the open shift would be likely to result in the employee surpassing the overtime threshold, the employee will not be able to work the open shift;

- (c) If multiple employees are still eligible to work the open shift, then the Employer will give preference to the employee with, in the opinion of the Employer, the most familiarity with the client residence and client.

**Memorandum Note: Familiarity or experience with clients is defined as having worked with the client or residence within the last 4 weeks.**

- (d) If the above factors are equal amongst multiple employees requesting the open shift, then the open shift will be assigned to the employee with the most seniority.

### **Open Shift – Call Ins**

- 17.11 If no full-time employee requests to work the open shift, then the open shift will be assigned to any casual employee who requested the shift. If no employees have requested to work the open shift, then the Employer will attempt to assign the shift to a casual employee, based on familiarity with the client residence and client.
- 17.12 If no casual employee is willing to work the open shift, then the Employer will call full-time employees to work the shift. The call to full-time employees will be based on seniority, with the most senior full-time employee who regularly works in the home called first. If no full-time employees who regularly work in the home are willing to work the open shift, then full-time employees who do not regularly work in the home will be called in order of seniority.
- 17.13 When an open shift is as a result of an unclaimed shift rotation, the Employer reserves the right to declare a vacancy and hire a new employee to fill the unclaimed shift rotation.

### **Article 18 – Meal and Rest Periods**

- 18.1 Meal and rest periods are to be taken with person supported and/or in the residence. Meal and rest periods are paid time.

### **Article 19 – Wages and Premiums**

#### **Rates of Pay**

- 19.1 The rates of pay set out in Appendix “A” and made part of this Collective Agreement, shall remain in effect for the term of this Collective Agreement.

**Memorandum Note: At the date of ratification, all employees will be placed at the wage scale in Appendix “A” based on their classification and years of service. Employees who are currently earning more than what they would be entitled to under the wage scale will be “red circled” at their current wage rate until such time as they are entitled to an increase to the next step in the wage scale because of an increase in years of service.**

## **Premiums**

- 19.2 Employees shall be entitled to receive an Awake Overnight Premium of \$1.00 per hour for all awake overnight hours, defined as non-sleep hours during the following times:
- 11 pm to 6 am Monday to Friday; and
  - 11 pm to 7 am Saturday, Sunday, and Statutory Holidays.
- 19.3 Employees shall be entitled to receive an Inconvenience Premium of \$0.25 per hour for all awake hours worked in a shift where the Employer requires the employee to change support home location after the start of the employee's shift.
- 19.4 The Employer and Union agree that the above mentioned premiums only apply when the employee is earning their regular rate of pay and will not apply when this Collective Agreement identifies a different rate of pay (ie sleep hours, non-scheduled training hours, non-scheduled staff meeting hours, etc.).

## **Out of Province Work Assignment**

- 19.5 An employee who agrees to an out of province work assignment shall be entitled to the following:
- Paid travel and accommodation expenses, in accordance with Employer policy;
  - A \$75.00 per day spending allowance for eligible expenses in accordance with Employer policy. The employee must submit receipts for all expenses incurred, and must return the portion of the allowance that is not utilized at the completion of the assignment, in accordance with Employer policy; and
  - An Out of Province premium of \$0.25 per hour for all awake hours worked.

## **Training**

- 19.6 Employees will be eligible for an annual bonus, payable in January of the following year, for completing and being up-to-date on all required and available training/certifications by December 24 of the calendar year. The bonus will be in the following amount:
- For employees with 0 to 3 years of service: \$100.00
  - For employees with greater than 3 years of service: \$150.00

## **Attendance at Mandatory Staff Meetings**

- 19.7 When an employee is required to attend a staff meeting outside their scheduled hours of work, the employee will be paid the minimum wage.

## **Article 20 – Benefits and Paid Time Off**

- 20.1 All employees who maintain an average of thirty-two (32) hours a week of work (averaged over the previous four (4) weeks), who have completed three (3) months employment with the Employer, shall be entitled to participate in the Employer’s benefit plans and shall be enrolled on their three (3) month anniversary date.
- 20.2 The Employer and the Union agree to pay the following contributions towards covering an employee’s benefit premiums:
- The Employer will pay 60% of benefit premiums, the employee will pay 40%.
  - If an employee opts out of the health and dental portion of the benefits, by showing proof of coverage under a different plan of insurance, the employee will pay 100% of the premium.

### **Paid Time Off**

- 20.3 Employees shall be eligible to earn paid time off at the following rates:
- Employees who have completed six (6) months of service but who have less than two (2) of service will be eligible to earn twenty-four (24) hours of paid time off per year.
  - Employees who have completed two (2) years of service but who have less than five (5) years of service will be eligible to earn thirty-two (32) hours of paid time off per year.
  - Employees who have completed five (5) or more years of service will be eligible to earn forty (40) hours of paid time off per year.
- 20.4 Paid time off will be paid at an employee’s regular awake time rate of pay.
- 20.5 All paid time off hours must be used in accordance with the Employer policy and will not be paid out at the termination of employment. Paid time off hours shall not carry over into the following calendar year.

## **Article 21 – Health and Safety**

- 21.1 The Employer and the Union recognize employees’ right to working conditions which show respect for their health, safety and physical well-being.
- 21.2 The parties recognize that the maintenance and development of the employee’s 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.
- 21.3 An employee shall be entitled to refuse unsafe work in accordance with the process outlined in the *Occupational Health and Safety Act*.

- 21.4 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. The employee must report the damage and submit a request for reimbursement within five (5) calendar days of the damage occurring and the Employer must be reasonably satisfied that the damage occurred at the workplace.
- 21.5 No employee shall use their personal vehicle to transport a supported individual.

**Memorandum Note: The Employer will continue their policy of covering the cost of vehicle damage while a vehicle is parked at a residence.**

### **Safety and Health Committee**

- 21.6 A committee will be established to consider matters of occupational health and safety.
- 21.7 The committee shall meet at least monthly or more frequently if required by either party at a mutually acceptable hour and date.
- 21.8 The Safety and Health Committee will be comprised of one (1) union representative for every thirty (30) members, up to four (4) individuals appointed by the Union and up to an equal amount on behalf of the Employer. The basic rate of pay for any lost time will be paid to such employees for time spent in attendance at a meeting of the committee.

### **Workers Compensation**

- 21.9 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.
- 21.10 In the even 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*.
- 21.11 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 expected amount of time away from the workplace.
- 21.12 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.
- 21.13 The Employer recognizes the Union provides WCB assistance to its members and will assist the Union in doing so.

## **Dignity and Respect**

- 21.14 The Employer agrees that in all circumstances, employees shall be treated with dignity, respect and fairness.
- 21.15 It is agreed that all employees have the right to a safe workplace, including all reasonably necessary safety equipment and protection from patrons, customers, or clients of the Employer.
- 21.16 Employees shall report and communicate all instances of client aggression, improper PPE, threats of violence or any other incident to their client care manager immediately.
- 21.17 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. The Employer acknowledges that most individuals in care do not have the legal, emotional, cognitive or social capacity to knowingly engage in harassment or abuse. Individuals in care may be involved in acts of mistreatment or aggression towards others, including employees, community members and other vulnerable persons. Employees shall bring to the attention of the employer, conduct from a supportive individual that is unacceptable, the Employer shall discuss the behaviour with the employee and provide options to remedy the unacceptable behaviour, if necessary. It is essential that employees have access to the following tools and information to enhance safety for these circumstances:
- (a) Training prior to work with clients (Crisis Intervention Training, , General Orientation, House Orientation, Job Shadowing, Access to Risk Assessments for each person in care)
  - (b) Emergency on Call Support – Phone Service
  - (c) Ongoing assessments for individuals in care (psychiatry appointments, access to mental health supports, ongoing med reviews, review of reporting, behavioral assessments, tracking and interventions, managerial participation in staff meetings, on site visits-various professionals) posted in Sharevision as Consultation Forms
  - (d) Access to Employer-based debriefing
  - (e) Health and Safety Coordinator available to receive reports/concerns
  - (f) Coordinated approach between HR and Client Care to review appropriate staff-client fit
  - (g) Individualized Client Care lead orientation for individuals who have complex behavioral needs

## **Article 22 – Separation of Employment**

- 22.1 If an employee is terminated, discharged or resigns, they shall receive their final paycheque, including all monies owing to them, in accordance with the *Employment Standards Code*, as amended.

**Article 23 – Effective Date and Duration of the Agreement**

- 23.1 This Agreement shall be effective from March 6, 2022 and shall be valid until March 5, 2025 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 twenty (120) days prior to the expiration of the term of this Agreement, of their desire to terminate this Agreement or renegotiate 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.
  
- 23.2 This Agreement is subject to ratification and is effective on the first pay-cycle following ratification, unless otherwise set out in the Memorandum of Agreement.

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

On behalf of the Employer:

On behalf of the Union:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_



### Appendix "A" – Rates of Pay

Classification	Start	1+	2+	3+	4+	5+	6+
CSW	17.00	17.55	18.10	18.65	19.20	19.75	20.30
BSW	19.75	20.30	20.85	21.40	21.95	22.50	23.05
HCA	21.00	21.55	22.10	22.65	23.20	23.75	24.30
SHS	21.25	21.80	22.35	22.90	23.45	24.00	24.55
Casual	Casual employees will earn the wage rate associated with the classification for the open shift they are covering.						

Notes:

- An employee working an open shift outside their current classification, provided they are qualified to do so, shall earn the rate of pay, at the appropriate seniority increment, associated with the open shift.
- There shall be no casual supervisors.

## Letters of Understanding

### **1. Reports**

When submitting an unusual occurrence report, the Employer will identify in the Client Care Follow-Up comments section of the report whether any edits to the preliminary report were made and the reason for the revision.

### **2. Non-Employer Specific Training**

It is agreed that the costs associated with non-Employer specific training outlined in Article 10.3 shall only be clawed back for training received following ratification. Non-Employer specific trainings are:

- Assist workbook: \$40.00
- First Aid/CPR: \$120.00
- Mental Health First Aid: \$75.00

### **3. Support Home Location 12**

All employees shall receive a premium of fifty (\$0.50) cents an hour for all non-sleep hours worked.