# COLLECTIVE AGREEMENT

BETWEEN

I Have a Chance Support Services Ltd.
Stony Plain, Alberta

AND

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

Renewal: ***March 5th, 2029***

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## 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 pay cheque of each employee for whom the Union has bargaining authority under this Agreement, ***U***nion 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 pay cheque.

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 post the Agreement and other Union material on its ***internal communication platforms*** 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.***4*** 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.***5*** 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.***6*** 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 ***and/or Union Labour Relations Office or designate ("LRO")*** 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. ***During this orientation, the Union Steward or LRO***

***will provide a copy of this Agreement and any other pertinent information.*** Where more than one employee has been hired, the meeting will be arranged with all new hires in attendance at the orientation period.

3.***7*** ***The Employer shall provide the Union with information to ensure that the Union dues, initiation fees, and any other assessments are being deducted and remitted properly and correctly.***

3.***8*** ***The Employer shall submit the dues and employee list electronically in a manner acceptable to both parties.***

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;
(m) Hours worked in the period***; and***
***(n) Personal emails.***

Union Membership

3.***9*** 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 ***U***nion membership to each new employee hired and return it to the Union within the first week of employment.

3.***10*** An employee who is temporarily filling an out-of-scope position for a term of three (3) months or less ***shall*** continue to have Union dues deducted from their pay cheque and shall be entitled to all benefits and rights afforded by this Agreement.

Recognition of Union Stewards

3.***11*** 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 ***thirty (***30***)*** members to a maximum of six (6).

3.***12*** 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.***13*** Each Union Steward shall, with the consent of ***Human Resources or*** the ***C***lient ***C***are ***M***anager ***and in collaboration with the Support Home Supervisor***, 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 ***Human Resources or*** the ***C***lient ***C***are ***M***anager 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 ***regular hours of operation.***

***3.14 Union Stewards may be excluded from meetings with other Union members if they are directly involved in the matter where the Union Steward's involvement could compromise their ability to represent all parties fairly, or if their presence could create a perception of bias. The Employer and the LRO reserve the right to determine that the Union Steward should not attend to maintain a transparent and objective environment during the meeting.***

***Union Stewards are expected to adhere to the Employer's established guidelines, policies, expectations, codes of conduct, ethics, and confidentiality.***

## 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 ***U***nion 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***, and*** efficiency and to make, alter, and enforce, from time to time, ***policies, procedures,*** rules and regulations to be observed by an employee, which are not in conflict with any provision of this ***Collective*** Agreement;

***(b) Direct the workforce and dissolve or alter existing classifications and work units as deemed necessary. This includes:***

***(i) Create new classifications and work units;***
***(ii) Determine the number of employees required in any work unit or classification at any given time;***
***(iii) Decide whether a position, work unit, or classification will be continued, modified, or declared redundant;***
***(iv) Hire, promote, transfer, layoff, and recall employees; and***
***(v) Demote, discipline, suspend, or discharge for just cause.***

***5.2 Failure of the Employer to exercise any of its management or other rights is not considered to be an abandonment or waiver of those rights or prevent the Employer from exercising those rights.***

***The Union acknowledges that any current, ongoing, past practice, and/or policy, shall not be construed as a representation that any such practice and/or policy will***

***continue in the future and that the Employer may reorganize its operations and practices to remain productive.***

5.***3*** 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 ***three (3)*** consecutive shifts without providing the Employer with a reasonable explanation for the absence.

<u>Employee Rights</u>

5.***4*** The Employer 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 ***approved*** 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'***s*** job duties;

***(f) Exclusive of Articles 3.11 to 3.14, p***articipation in lawful Union ***activities during personal time, provided it occurs off the Employer's property and does not interfere with regular work responsibilities; and***

(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 are 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 ***Subject to 7.2, a***ny employee shall have the right to have a Union Steward ***d*** or ***LRO*** 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 ***LRO*** to be present and will not be unreasonably delayed. It is understood that the Union may participate by phone, virtually, or in person.

***If the Union Steward or LRO is unable to attend, it is the responsibility of the LRO, to identify and confirm a suitable replacement, without unreasonable delay. The LRO shall communicate the name and contact information of the designated replacement to the Employer.***

***7.2 If a Union Steward or LRO is not readily available, subject to Article 3.14, an employee may choose to have a co-worker of their choice who is on site to attend the meeting as a witness. If a request for a Union Steward or LRO is unreasonably denied, the grievance procedure may be pursued.***

7.***3*** Upon written request, an employee shall have the right to review their personnel file once a year.

7.***4*** A copy of all written disciplinary action shall be provided to the employee concerned. A copy shall be forwarded to the Union office.

7.***5*** 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.

***7.6*** ***It is at the Employer's discretion to exempt employees who are currently being disciplined from bidding out of their current location for the duration of their discipline and/or during an investigation for potential discipline.***

Employee Evaluations

7.***7*** Any completed evaluation***(s)*** on an employee shall be reviewed with the employee ***with their immediate Supervisor,*** 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.***8*** 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 the settlement of any differences arising out of the terms of this Agreement should, so as far as reasonably possible, be settled through discussion before proceeding to a formal grievance.***

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 ***and*** must identify the specific ***Articles*** in this Agreement that are being violated and provide specific details ***such as dates (including the date the grievance is being submitted and date of the incident(s), names of those employee(s) who are grieving, remedy requested,*** and damages resulting from the breach of this Agreement***)***. Grievances shall be dealt with in the following ***order*** without stoppage of work. ***If a grievance lacks sufficient information or details, the Employer reserves the right to request additional information. The Union agrees to provide the requested information within an additional fourteen (14) business days from the request.***

Step 1 **–** The grievance shall be taken up with the appropriate ***Human Resources Manager or C***lient ***C***are ***M***anager who shall render a decision within fourteen (14) calendar days of the receipt of the ***written*** grievance.

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 ***Human Resources Manager or C***lient ***C***are ***M***anager shall reply to the Union in writing as to the disposition of the grievance. In the event the grievance is denied, the ***Human Resources Manager or the C***lient ***C***are ***M***anager 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 ***and the Human Resources Manager***. Any such correspondence from the Union or its designate must identify the specific ***Articles*** 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 breach of this Agreement.

If settlement is not achieved within a further fourteen (14) calendar days of the Chief Operating Officer or their designate ***and the Human Resources Manager*** 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 ***and the Human Resources Manager*** 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 ***and the Human Resources Manager*** 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.

***8.3*** ***The Union and the Employer shall retain all documentation between the parties throughout the grievance process to ensure continuity and proper record-keeping.***

Extension of Time Limits

8.***4*** ***Should the employee or the Union fail to comply with any time limits in the grievance procedure, the grievance will be considered to be withdrawn, unless the parties have mutually agreed in writing to extend the time limits,*** 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.***5*** The time limits expressed in this Article are exclusive of ***S***tatutory ***H***olidays.

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 (1/2) 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 ***core credential*** 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 pay cheque the reimbursement cost of the checks referenced in Article 10.1. ***The Employer reserves the right to recover any outstanding funds from the employee if their final pay does not cover the associated costs.***

## ***Mandatory In-House*** Training

10.3 It is agreed that the costs associated with ***mandatory in-house*** training shall only be clawed back for training received following ratification. ***The non-exhaustive list of mandatory in-house***

***training will vary depending on the accreditation process and/or operational needs of the Employer, but may include:***

- Assist workbook: $40.00
- First Aid/CPR: ***$110.00***
- Mental Health First Aid: $75.00
- ***Mandt: $50.00***

Employees are required to take and attend all ***mandatory in-house*** training required by the Employer. All ***mandatory in-house*** training shall be paid for by the Employer. If an employee fails to complete one (1) year of service with the Employer ***(except in the case where the employee was terminated by the Employer)***, the employee and the Union agree that the Employer may deduct ***from*** the employee's final pay cheque the costs associated with any ***mandatory in-house*** training. ***The Employer reserves the right to recover any outstanding funds from the employee if their final pay does not cover the associated costs.***

10.4 When ***mandatory in-house*** training cannot be completed during regularly scheduled work hours, an employee will be required to complete the training while the employee is not scheduled to work, during which time the employee will be paid minimum wage.

***10.5 Should an employee fail to attend their mandatory in-house training provided by the Employer (during scheduled work hours or not), the Employer may require the employee to complete the necessary training in the community at their own expense and on their own time, with no reimbursement or wage provided. The employee must have the mandatory training course pre-approved by the Employer before enrolling.***

***For mandatory training, non-compliance may result in suspension without pay for the employee until the training is successfully completed in the community.***

***10.6 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 24th 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***

***Additional Workshops or Training***

***10.7 Employees are required to attend any additional workshops or training assigned to them. This training would be beyond their mandatory training, based on operational requirements as determined by the Employer. All additional workshops or training shall be paid by the Employer. If an employee fails to complete one (1) year of service with the Employer (except in the case where the employee was terminated by the Employer), the employee and the Union agree that the Employer may deduct from the employee's final pay cheque the costs associated with any additional workshops or training. The Employer reserves the right to recover any outstanding funds from the employee if their final pay does not cover the associated costs.***

Article 11 – Probationary Period

11.1 A new employee must serve a probationary period of ninety (90) days, upon completion of their probationary period***, and*** 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 ***and Classification***

12.1 Seniority shall be defined as the length of continuous service ***with the Employer***. Casual employee seniority shall be defined as their most recent date of hire.

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 ***for up to eighteen (18) months, subject to Alberta Human Rights requirements. If the leave is covered under maternity or parental leave, seniority will accrue for up to eighteen (18) months.***

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 ***temporarily*** change from full-time to casual.

***An employee wishing to make this change must make a request in writing no later than one (1) month in advance of their requested casual start date, including the reason for their request. Such requests shall not be unreasonably denied.***

***Employees who are approved to change their status to casual agree to do so for a minimum of six (6) months. The Employer will not consider requests stemming from outside work, leisure travel plans, or travel vacation preferences.***

***This shall not be interpreted in a manner that limits an employee's rights to request a change in status, a leave of absence, or other accommodation in special circumstances. It is understood that these requests shall be considered on a case-by-case basis.***

***12.7 For the purposes of this Agreement, classifications shall be defined as:***

***(a) Support Home Supervisors ("SHS");***
***(b) Behavioural Support Workers ("BSW");***
***(c) Community Support Workers ("CSW"); and***
***(d) Health Care Aide ("HCA").***

## Article 13 – Leaves of Absence

13.1 Nothing in this ***A***rticle 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 ***ninety (***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) ***S***even (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) ***F***ive (5) days in the even of the death of a grandparent or grandchild; and

(c) ***T***hree (3) days in the event of the death of other relatives.

13.5 The first three ***(3)*** 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. ***In this case, the Employer may request documentation to verify the employee's intent to return as indicated.***

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.

***13.8 The employee may be required to submit to the Employer satisfactory proof demonstrating the need to be on leave and the intent to return as indicated.***

Compassionate Care Leave

***13.9*** 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.

***13.10 The employee may be required to submit to the Employer satisfactory proof demonstrating the need to be on leave and the intent to return as indicated.***

Critical Illness of a Child Leave

***13.11*** 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 ***eighteen (***18***)***.

***13.12 The employee may be required to submit to the Employer satisfactory proof demonstrating the need to be on leave and the intent to return as indicated.***

Death or Disappearance of a Child Leave

***13.13*** 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.

***13.14*** An employee is not entitled to death or disappearance of a child leave if ***they are*** charged with the crime that resulted in the death or disappearance of the child.

***13.15 The employee may be required to submit to the Employer satisfactory proof demonstrating the need to be on leave and the intent to return as indicated.***

Domestic Violence Leave

***13.16*** 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) ***I***s or has been married to the employee, is or has been an adult interdependent partner of the employee, is residing or has resided together with the employee in an intimate relationship;

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

(c) ***I***s the biological or adoptive parent of one ***(1)*** or more children with the employee, regardless of their marital status or whether they have lived together at any time;

(d) ***I***s related to the employee by blood, marriage, adoption, or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time; or

(e) ***R***esides with the employee and has care and custody over the employee pursuant to an order of a court.

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

(a) ***A***ny intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;

(b) ***A***ny act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;

(c) ***C***onduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;

(d) ***F***orced confinement;

(e) ***S***exual contact of any kind that is coerced by force or threat of force;

(f) ***S***talking.

***13.18*** An employee may take unpaid domestic violence leave, for any length the employee believes is required, for one ***(1)*** or more of the following purposes:

(a) ***T***o 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) ***T***o obtain services from a victim services organization;

(c) ***T***o obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult;

(d) ***T***o relocate temporarily or permanently;

(e) ***T***o seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic violence;

(f) **A**ny other purpose provided for in the *Alberta Employment Standards Regulation*.

***13.19*** 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.

***13.20 The employee may be required to submit to the Employer satisfactory proof demonstrating the need to be on leave and the intent to return as indicated.***

<u>Long Term Illness and Injury Leave</u>

***13.21*** 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.

***13.22 The employee may be required to submit to the Employer satisfactory proof demonstrating the need to be on leave and the intent to return as indicated.***

Maternity and Parental Leave

***13.23*** An employee, upon ***their*** 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 ***they*** commence maternity leave no later than the date of delivery.

***13.24*** 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.

***13.25*** Maternity leave shall be without pay and benefits.

***13.26*** 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.

***13.27*** 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 ***they are*** fit to resume work and will not endanger ***their*** health.

***13.28*** A parent upon their written request ***shall*** 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, ***p***arental ***l***eave starts immediately following ***m***aternity ***l***eave.

***13.29*** 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) day's notice that such leave is to commence.

***13.30*** 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.

***13.31*** An employee absent on ***p***arental/***m***aternity/***a***doptive ***l***eave 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.

***13.32*** Employee***s*** will have the option of maintaining their coverage under the Employer benefit plan by ***making monthly payment arrangements to cover the*** cost of those benefit ***premiums*** prior to commencing such leave.

***13.33*** 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

***13.34*** Employees shall be entitled to up to five (5) days of unpaid leave in a calendar year for the following purposes:

(a) ***T***he health of the employee; or
(b) ***T***he meeting of family responsibilities in relation to a family member.

Reservist Leave

***13.35*** Employees, who are reservists, are entitled to unpaid ***r***eservist ***l***eave for deployment and training in the Canadian Armed Forces.

Jury and Material Witness Leave

***13.36*** 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

***13.37*** The Employer agrees to provide an employee with at least ***three (***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 ***three (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.

***13.38*** Should an employee require time off to vote; they shall provide their manager with reasonable notice.

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

General Leave of Absence

***13.40*** 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

***13.41*** The Union may request a leave of absence for a member(s) to conduct ***U***nion business. The Employer agrees to grant such leave of absence subject to operational requirements that may exist. The ***U***nion 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 ***U***nion leave.

***13.42*** The Union has the right to elect or otherwise select a negotiating committee ***with notice to the Employer and subject to operational requirements***. 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 ***(1)*** department/classification.

## Article 14 – General Holidays

14.1 The Employer recognizes the following ***S***tatutory ***H***olidays:

- 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 generally recognized by followers of their sincerely held religious beliefs***, or other cultural days***. The employee may be required to provide ***reasonable*** confirmation of their affiliation. All requests to transfer a general holiday(s), for the upcoming year must be made by May 1***st*** of each year. If an employee is hired after May 1***st***, 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***st***. Requests will not be unreasonably denied and will be subject to the needs of the business as determined by the Employer.

## 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 ***E***mployment | Number of ***W***eeks' Annual ***V***acation | 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 ***internal communication platform*** and emailed to all employees. Vacancies and job postings will be open to applicants for ***seven (7)*** calendar days.

16.2 ***All*** employees will have the right to ***apply to*** an open vacancy or job posting provided ***they are in good standing,*** have the skills, qualifications, and ability to perform the job. If no employees apply for the vacancy ***or have the necessary***

***standing, skills, qualifications, and ability to perform the job,*** 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. ***There shall be no casual SHS's.***

***16.5 Casual employees may apply to an open full-time vacancy or job posting and will be considered for a status change, provided that they are in good standing, have the skills, qualifications, and ability to perform the job. Should the employee be successful in obtaining a full-time role, they will need to resign from their casual position.***

***16.6 Full-time employees may apply to an open casual vacancy or job posting and will be considered for a status change, provided that they are in good standing, have the skills, qualifications, and ability to perform the job. Should the employee be successful in obtaining a casual role, they will need to resign from their full-time position.***

***16.7 All employees will have the right to apply to an open vacancy or job posting in a different classification and will be considered for a classification change, provided that they are in good standing, have the skills, qualifications, and ability to perform the job.***

***16.8 Employees who successfully apply to relocate to a new location will be required to remain at their assigned location***

***for a minimum of six (6) months before being eligible to apply for another location change.***

Layoffs

16.***9*** The Employer shall layoff employees in reverse order of classification***-based*** seniority provided the senior employee possesses the relevant ability, skills, and qualifications. Employees may ***apply*** to ***a*** casual ***vacancy*** to avoid a layoff.

16.***10*** Casual employees who do not work any open shifts in the preceding ***pay period,*** shall be deemed to have ***voluntarily*** resigned.

16.***11*** 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.***12*** 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.***13*** Employees will be recalled in order of seniority provided they have the skills, qualifications, and ability to perform the job.

16.***14*** 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.***15*** 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 Scheduler, C***lient ***C***are ***M***anager or any other part of management will notify the employee and explain the rationale for the change***, as soon as reasonably possible when it becomes known to the Employer***.

### Regular Work Schedules

17.4 Employees shall be expected to work a variety of schedules ***and at a variety of locations***, as determined by the Employer

***given the scope of work***. These shall include ***twenty-four (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 ***twenty-four (24)*** hour shift, twelve (12) hours of each shift are considered regular hours of work for the purpose of calculating overtime. Employees working a ***twenty-four (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 ***twenty-four (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 ***C***lient ***C***are ***M***anager of such an occurrence.

- The overtime rate shall be ***one and a half*** (1.5x) times the employee***'s*** regular rate of pay.

Open Shifts

17.8 Open shifts for the purposes of this Article shall be defined as a vacant shift due to an ***unplanned and/or unexpected*** employee absence ***("Unplanned Open Shift")*** or a vacant shift as a result of an unclaimed shift rotation ***("Unclaimed Shift Rotation")***.

***17.9 An employee working an open shift outside their current classification, provided they are qualified to do so, and it has been approved by the Employer, shall earn the rate of pay, at the appropriate seniority increment, associated with the open shift.***

***17.10 An Unplanned Open Shift occurs as a result of an employee absence with less than forty-eight (48) hours' notice to the Employer. In such a circumstance, the Employer shall have the right to require an employee to work the shift, in accordance with the Alberta Employment Standards Code, as amended from time to time. As a guideline and for transparency to employees, the Employer will reach out to employees in the order listed below:***

***(a) Casual employees in accordance with seniority, within the appropriate classification before proceeding to employees generally provided the employee has the required training;***

***(b) Full-time employees who are permanently assigned to the location in accordance with seniority, within the appropriate classification before proceeding to***

***employees generally provided the employee has the required training; and then***

***(c) Full-time employees generally (i.e. not any particular support home location) in accordance with seniority, within the appropriate classification before proceeding to employees generally provided the employee has the required training.***

***17.11 When an open shift arises due to an Unclaimed Shift Rotation, employees shall have an opportunity to request to work the shift. In such a circumstance, the Employer will assign the shift to the following in the order listed below:***

***(a) The regularly assigned SHS to the particular support home location with the unclaimed shift rotation;***

***(b) Full-time employees who are permanently assigned to the particular support home location with the unclaimed shift rotation and with the least number of hours scheduled for the month;***

***(c) Full-time employees generally, with the least number of hours scheduled for the month; and***

***(d) Casual employees starting with the least number of hours scheduled for the month.***

***In the event the Unclaimed Shift Rotation is not filled through the above process, the Employer shall have the right to require an employee to work the shift in accordance with Alberta Employment Standards Code, as amended from time to time.***

***17.12 If an employee applying for an open shift (whether for an Unplanned Open Shift or Unclaimed Shift Rotation), would be likely to result in the employee surpassing the overtime threshold or violate Alberta Occupational Health and Safety Standards, as amended from time to time, the employee will not be able to work the open shift.***

## Article 18 – Meal and Rest Periods

18.1 Meal and rest periods are to be taken with person supported and/or in the ***support home***. Meal and rest periods are paid time.

## Article 19 – Wages and Premiums

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.

### Premiums

19.2 Employees shall be entitled to receive an Awake Overnight Premium of ***one*** ($1.00) ***dollar*** per hour for all awake overnight hours, defined as non-sleep hours during the following times:

- 11:00 pm to 6:00 am Monday to Friday; and
- 11:00 pm to 7:00 am Saturday, Sunday, and Statutory Holidays

19.3 Employees shall be entitled to receive an Inconvenience Premium of ***twenty-five*** ($0.25) ***cents*** 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 (i.e. non-scheduled training hours, non-scheduled staff meeting hours, etc.).

Out of Province Work Assignment ***at an Affiliated Support Home***

19.5 An employee who agrees to an out of province work assignment ***for an affiliated support home*** shall be entitled to the following:

- Paid travel and accommodation expenses, in accordance with Employer policy;
- A ***seventy-five (***$75.00***) dollars*** 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 ***twenty-five (***$0.25***) cents*** per hour for all awake hours worked.

Attendance at Mandatory Staff Meetings

19.***6*** 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 ***sixty (***60%***) percent*** of benefit premiums, the employee will pay ***forty (***40%***) percent***.

- 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 ***one hundred (***100%***) percent*** of the premium.

***20.3 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 one (1) year of employment with the Employer, shall be provided a Health Spending Account (the "HSA"), administered by a third-party provider, effective thirty (30) days after ratification. The administration of the HSA shall be subject to and governed by the terms and conditions of the applicable contract. The terms and conditions of the policy shall not become part of this Collective Agreement itself.***

***The HSA shall be in the amount of (with amounts prorated depending on when the employee is enrolled in the HSA benefit plan):***

***(a) After one (1) years of service, three hundred ($300.00)***

***dollars; and***

***(b) After five (5) years of service, five hundred ($500.00) dollars.***

***The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, including when there are changes to the plans.***

Paid Time Off

20.***4*** 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) years 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.***5*** Paid time off will be paid at an employee's regular awake time rate of pay.

20.***6*** 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 ***reasonably*** reimburse employees for cleaning, repair or replacement costs if their personal property necessary to be brought to work (glasses, clothing, cars ***while parked at the Support Home***, etc.) is damaged or destroyed by supported individuals and for which the employee has no insurance. The employee must report the damage and submit a ***formal*** request for ***a*** 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.

## 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) **U**nion representative ***(i.e. Union Steward or LRO)*** 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 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 ***Workers' Compensation Board (the "WCB") package***, as soon as possible and the employee shall provide the completed form to the Employer management representative on site.

***Employees are responsible for obtaining a WCB package either from the support home or the internal communication platform. The Employer will ensure that WCB packages are available at each support home.***

A copy of the completed form shall be provided to the injured employee immediately following the report of the incident. The ***WCB Package*** will be in compliance with the ***Alberta*** *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. ***The employee may be required to submit to the Employer satisfactory documentation demonstrating the need to be on leave.***

21.12 Workers' ***C***ompensation 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.

***21.14 The employee shall be responsible for keeping up with any correspondence required to comply with the WCB process.***

<u>Dignity and Respect</u>

21.1***5*** The Employer agrees that in all circumstances, employees shall be treated with dignity, respect, and fairness.

21.1***6*** 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.

21.17 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 ***E***mployer, 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 (***Mandt***, 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 H***uman*** R***esources*** and Client Care to review appropriate staff-client fit;

(g) Individualized Client Care lead orientation for individuals who have complex behavioral needs**;**

***(h) Risk assessments;***

***(i) Staff meetings;***

***(j) Mandatory training and non-mandatory training and workshops.***

Article 22 – Separation of Employment

22.1 If an employee is terminated, discharged, or resigns, they shall receive their final pay cheque, including all monies owing to them, in accordance with the *Employment Standards Code*, as amended. ***As per the Employment Standards Code, an employee's termination must be in writing, outlining the employee's details and effective date of termination. The Employer agrees to provide a copy of the employee's termination to the Union. Where there is any disagreement on the reasons for an employee's termination, the Union reserves the right so to file a grievance.***

***The Employer also agrees to send the terminated employee's record of employment to Service Canada.***

Article 23 – Effective Date and Duration of the Agreement

23.1 This Agreement shall be effective from March ***5th***, ***2025,*** and shall be valid until March **6*th***, ***2029,*** 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 _____, ***2026***.

On behalf of the Employer:

_____

_____

_____

_____

_____

_____

On behalf of the Union:

_____

_____

_____

_____

_____

_____

***Employer Committee:***

***Brittani Sawchyn***
***Arlene Penner***
***Laura Jones***
***Fiona Robertson***
***Tyler Gaumont***
***Pavneet Litt***

***Bargaining Committee:***

***Adetunji Adesulure***
***Shola Falemi***
***Rigo Mukandi***
***Patrick Nyama***
***Opeyemi Obembe***
***Catherine Eden***
***Matt Gilks***
***Linda Mariani***

***This Agreement was ratified February 3rd, 2026.***

# APPENDIX "A" – RATES OF PAY

| Classification | Start ***(the "Start Increase")*** | 1+ | 2+ | 3+ | 4+ | 5+ | 6+ |
|---|---|---|---|---|---|---|---|
| CSW | ***$17.51*** | ***$18.08*** | ***$18.64*** | ***$19.21*** | ***$19.78*** | ***$20.34*** | ***$20.91*** |
| BSW | ***$20.34*** | ***$20.91*** | ***$21.48*** | ***$22.04*** | ***$22.61*** | ***$23.18*** | ***$23.76*** |
| HCA | ***$21.63*** | ***$22.20*** | ***$22.76*** | ***$23.33*** | ***$23.90*** | ***$24.46*** | ***$25.03*** |
| SHS | ***$21.99*** | ***$22.56*** | ***$23.13*** | ***$23.71*** | ***$24.31*** | ***$24.92*** | ***$25.55*** |

Notes:

- ***In recognition of longer service employees, the Employer shall also provide a Retention Bonus as follows:***
    - ***After seven (7) years of service, an employee shall receive an additional lump sum payment of five hundred ($500.00) dollars per year.***
    - ***After ten (10) years of service, an employee shall receive an additional lump sum payment of one thousand ($1000.00) dollars per year.***
- ***The Employer shall also provide a one (1) time lump sum Signing Bonus for all employees employed as of the date of ratification: two hundred fifty ($250.00) dollars. Any employees on layoff will receive their signing bonus when they return to active employment.***
- ***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 said 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.***

- ***Casual employees will earn the wage rate associated with the classification for the open shift they are covering.***

- 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.

# LETTERS OF UNDERSTANDING

## Letter of Understanding #1 – Support Home Location 12

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

## ***Letter of Understanding #2 – Joint Labour-Management Meetings***

***This Letter of Understanding ("LOU") is entered into between I Have A Chance Support Services Ltd. (the "Employer") and United Food and Commercial Workers Canada Union Local No. 401 ("the Union") for the purpose of establishing joint labour–management meetings.***

***1. Purpose: The purpose of the joint labour–management meetings is to provide a structured forum for communication and collaboration between the Employer and employees to:***

- ***Promote a safe and respectful workplace;***
- ***Discuss matters of mutual interest;***
- ***Address staff morale and workplace culture;***
- ***Raise employment-related concerns;***
- ***Identify Employer or employee concerns that may be relevant for future labour relations.***

***These meetings are intended to be consultative and problem-solving in nature and do not replace any existing contractual or statutory processes.***

***2. Composition:***

- ***The committee shall consist of eight (8) members, with four (4) representatives appointed by the Employer and four (4) representatives appointed by the Union.***
- ***Either party may substitute representatives with reasonable written notice.***

***3. Joint Chairing:***

- ***Meetings shall be jointly chaired by one (1) representative from the Employer and one (1) representative from the Union.***
- ***The joint chairs shall be responsible for facilitating the meeting and ensuring discussions remain within the agreed scope.***

***4. Agenda Creation:***

- ***Meeting agendas shall be jointly developed by the co-chairs.***
- ***Agenda items may be submitted by either party.***
- ***Agendas shall be circulated in advance of the meeting wherever possible.***

***5. Meeting Topics: Appropriate topics for discussion include, but are not limited to:***

- ***House and workplace safety issues specific to the group home environment, community, and day options programs;***
- ***Staff morale and workplace culture;***
- ***Employment-related concerns, excluding grievances;***
- ***Operational issues impacting staff and residents;***

- ***Employer or employee concerns that may inform future bargaining discussions;***
- ***Review of existing workplace policies and procedures as they relate to group home operations, with the understanding that discussions are consultative and do not constitute negotiation or amendment of the Collective Agreement.***

***6. Excluded Topics:***

- ***Health and safety matters that fall within the mandate of the Joint Health and Safety Committee (JHSC) shall not be addressed at these meetings.***
- ***Individual or collective grievances shall not be discussed.***
- ***These meetings shall not be used to negotiate or amend the Collective Agreement.***
- ***Confidential information, including but not limited to, resident specific information including but not limited to diagnosis, medical care, behavior plans, or treatments. Generalized information regarding trends and solutions for support of the employee's and Employer are welcomed.***

***7. Nature of Discussions:***

- ***Discussions are non-binding and advisory, and not to be used to impede on management rights pursuant to the Collective Agreement.***
- ***Participation in these meetings does not prejudice the rights of either party under the Collective Agreement or applicable legislation.***
- ***Meeting minutes' notes shall be recorded and any matter of significance (agreed upon at the table) may be***

***brought forward to the Employer and Union leadership, as required.***

***8. Pay:***

- ***Union representatives shall be paid at their regular rate of pay for time spent attending joint labour–management meetings, including meeting time, unless otherwise mutually agreed. The cost will be shared between the Union and the Employer.***

***9. Frequency and Duration:***

- ***Meetings shall occur every three (3) months, unless otherwise mutually agreed.***
- ***Meetings shall be scheduled for a duration of three (3) hours, unless extended by mutual consent.***
- ***Meetings shall be held in person at the Employer's administration office.***

***10. Term:***

***This Letter of Understanding shall take effect thirty (30) days within the date of ratification and shall remain in force until the expiry date of 2025-2029 Collective Bargaining Agreement or terminated by mutual agreement.***

***Signed at Edmonton, Alberta on the ____ day of _____, 2026.***

| ***On behalf of the Employer:*** | ***On behalf of the Union:*** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

| ***Employer Committee:*** | ***Bargaining Committee:*** |
|---|---|
| ***Brittani Sawchyn*** | ***Adetunji Adesulure*** |
| ***Arlene Penner*** | ***Shola Falemi*** |
| ***Laura Jones*** | ***Rigo Mukandi*** |
| ***Fiona Robertson*** | ***Patrick Nyama*** |
| ***Tyler Gaumont*** | ***Opeyemi Obembe*** |
| ***Pavneet Litt*** | ***Catherine Eden*** |
| | ***Matt Gilks*** |
| | ***Linda Mariani*** |

***This Agreement was ratified February 3rd, 2026.***