

# COLLECTIVE AGREEMENT

between

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1158-07**



and

**ABBY ROAD HOUSING CO-OPERATIVE LTD.**



**January 1, 2020 to December 31, 2021**

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## ARTICLE 1 – PREAMBLE

- 1.01 It is agreed that the primary purpose of the Employer is to provide the members of Abby Road Housing Co-op with efficient, competent twenty-four (24) hour assistance; therefore, it is the intent of the parties to:
- (a) Ensure the provision of the best possible service and care;
  - (b) Protect the interests of members, employees and the Employer;
  - (c) Maintain and improve the harmonious relations and settle conditions of employment between the Employer, the employees, and the Union;
  - (d) Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment, etc.;
  - (e) Recognize the benefits of a self-directed support program; recognize and work within the co-operative principles of the Abby Road Housing Co-operative; and
  - (f) Ensure that the operation of the Support Services Program shall not hinder or impair the operation of the Abby Road Housing Co-operative Ltd.
- 1.02 The Support Services Program is administered by the Support Services Committee, which consists of members of the Abby Road Housing Co-operative Ltd. who are both users and non-users of the Program's services.
- 1.03 The Support Services Committee is administratively responsible to the Board of Directors of the Abby Road Housing Co-operative Ltd. The Board of Directors is responsible to the Alberta Health Services for the disbursement of funds contracted for the operation of the Support Services Program.

## ARTICLE 2 – DEFINITIONS

- 2.01 Permanent Employee  
A person employed by the Abby Road Housing Co-operative Ltd. who works regularly scheduled hours and who has completed their probationary period.
- (a) Full Time – regularly works 40 hours per week.
  - (b) Part Time – regularly works less than 40 hours per week.
- 2.02 Probationary Employee  
An employee filling a permanent position but has not completed the probation period.
- 2.03 Casual Employee  
An employee employed by the Employer to fill positions which are temporarily vacant. Casual employees do not have an ongoing relationship with the Employer but are called in as necessary to fill shifts in an emergent situation.
- 2.04 Shift

A daily tour of duty, inclusive of daily hours of work and any paid or unpaid breaks but exclusive of overtime hours.

2.05 Co-op User/Member

A user is a resident of the Abby Road Housing Co-operative who is receiving services. A Co-op member is any member of the Abby Road Housing Co-operative Ltd. as defined by the Bylaws and Constitution of the Abby Road Housing Co-operative Ltd.

2.06 Program

The Abby Road Housing Co-operative Ltd. Support Services Program.

2.07 Committee

The Abby Road Housing Co-operative Support Services Committee.

2.08 Co-op

The Abby Road Housing Co-operative Ltd.

2.09 Program Coordinator

The Abby Road Housing Co-operative Ltd. Support Services Program Coordinator.

2.10 Shop Steward

The Health Care Aide(s) who represents the Union and its members in the workplace.

2.11 Board of Directors

The Board of Directors of the Abby Road Housing Co-operative Ltd.

2.12 Day

A twenty-four (24) hour period beginning at 0001 and ending at 2400.

2.13 Week

Seven-day period commencing on Monday at 0001.

2.14 Context

Where indicated by context or intent of this Collective Agreement the feminine shall be deemed to include the masculine, the singular shall be deemed to include the plural, and vice versa.

2.15 Immediate Supervisor

The Abby Road Housing Co-operative Ltd. Program Coordinator or designate.

## **ARTICLE 3 – TERM OF AGREEMENT**

3.01 This Agreement, including appendices hereto, shall be binding and remain in effect from January 1, 2020 to December 31, 2021 and shall continue in force and effect until a new

Collective Agreement has been negotiated or until the agreement is breached by strike or lockout.

- 3.02 Notification to request to amend this agreement must be given not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiration date.
- 3.03 When either party serves notice of desire to amend the Collective Agreement under Clause 3.02, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.
- 3.04 Any changes deemed necessary to specific articles of this agreement may be made by mutual agreement between the Union and Employer at any time during the term of this agreement. These changes shall be subject to ratification of the membership of Local 1158-07 and included in this Collective Agreement on a signed Letter of Understanding.

#### **ARTICLE 4 – UNION RECOGNITION – BULLETIN BOARDS – UNION MEETINGS**

- 4.01 The Employer recognizes the Union as the sole bargaining agent for the employees covered by this Collective Agreement as described in the Certificate of the Labour Relations Board issued pursuant to the Labour Relations Code and amendments thereto.
- 4.02 No employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this Collective Agreement.
- 4.03 Each party will designate a person or persons and all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from such designated persons. A copy of any correspondence relating to discipline matters shall be forwarded to the National Representative at the same time as it is provided to other parties.
- 4.04
  - (a) Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any employee.
  - (b) The Clause 4.04 (a) does not preclude Co-op members from using their own Personal Care Aide or Management employing a worker from an agency when no employee is available.
- 4.05 Any member or officer of the Union may have assistance of a CUPE National or Parent Union Representative(s) at any time when dealing with the Employer. This representative(s) or other officer of the Union will be permitted on the Employer's premises provided they have received prior approval to do so from the Employer.
- 4.06 The Employer shall provide a bulletin board, which shall be placed so that all employees shall have access to it and upon which the Union shall have the right to post notice of meetings and other Union information.

- 4.07 (a) With the exception of the Local Union's Steward or Local Union Vice-President or other Union Officer, no employee will engage in Union business during working hours, unless required to meet with the Employer or the Union Steward.
- (b) Employees who are required to meet with the Employer during their normal work period shall do so without loss of pay or benefits.
- (c) No disciplinary meeting as defined in Article 10 may take place until such time as the Union Representative of the employees choosing is available. The Program Coordinator has the right to have a member of the Co-op Board of Directors or Support Services Committee present at such disciplinary meetings.
- 4.08 Members of the Union who are at work shall be permitted one hour to attend regular or special union meetings, which are held in the workplace, each month without loss of wages or benefits. The Employer has the right to deny attendance should such attendance jeopardize members' care.
- 4.09 On a request from the Union, the Employer agrees to permit one Union member to attend Support Services meetings when there is a request for an addition to the agenda of a staff issue. Such requests are to be made to the Support Services Chairperson. The Union member may remain in attendance until such matters have been discussed and the Union member will not be compensated for time spent. Should a member of the Union be requested by the Support Services Committee to attend the meeting, they will receive one (1) hours' pay at their regular rate.

#### 4.10 **Labour/Management Committee**

The parties agree to strike a Labour/Management Committee to be co-chaired and comprised of an equal number of representatives. The purpose of the committee will be to:

- (a) Discuss and review operational, health & safety, policies, and protocols;
- (b) Maintain harmonious relations conducive to operational efficiency and best standards of practice;
- (c) To resolve differences and ensure continual and consistent communication between Management, the Board and the Union.
- (d) To review staffing allocations;
- (e) To assist in accommodating the needs of current employees, recognize seniority, including creating more full time positions whenever possible.
- (f) The parties agree that a Joint Committee shall be established to review staffing allocation to better meet the needs of both parties.

It is further agreed that creating more full time positions are in the best interest of both the Employer and the Union.

The Joint Committee shall work towards accommodating the needs of the current employees and recognizing seniority and length of service to allow for more full time positions within Abby Road.

Grievances and collective bargaining matters will be discussed by this committee upon mutual agreement.

The committee shall be comprised of the Program Coordinator, the Shop Steward, one Co-op member, and one other representative of CUPE.

Recording of the minutes of the meetings will be jointly undertaken and distributed prior to the next time the Labour/Management Committee convenes.

Every effort shall be made to distribute the agenda at least one week prior to the convening of the committee.

Committee meetings will normally be scheduled during work hours as per Article 12.3.

Meetings of the Labour Management Committee are to be held quarterly at a mutually agreed upon time (prior to the quarterly Co-op General Meeting) and as need arises.

It is agreed that this is a very valuable and useful tool for ensuring the exchange of information and concerns. The Union and Employer agree to set regular meetings up as soon as both parties ratify the agreement.

## **ARTICLE 5 – UNION MEMBERSHIP AND DUES CHECK-OFF**

- 5.01 All employees of Abby Road Housing Co-operative Ltd. Are covered by this Collective Agreement. Membership in the Union is voluntary.
- 5.02 The Employer shall deduct from the wages of all employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner, which is in keeping with the payroll system in effect at the Co-op. Such deductions shall be forwarded to the Secretary-Treasurer of CUPE Local 1158 as one cheque, not later than the fifteenth (15<sup>th</sup>) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list, which shall indicate each employee's name and the amount deducted from each employee.
- 5.03 The Employer will record the annual dues deducted on T-4 slips issued for income tax purposes.
- 5.04 Once a year the Employer will provide the Union with the employee's addresses and phone numbers.
- 5.05 The Employer agrees to advise potential employees that a Union Agreement is in effect. The Union shall be allowed fifteen (15) minutes at new employee orientation to communicate, orientate and provide the new employee with a copy of the collective agreement.



## **ARTICLE 6 – MANAGEMENT / EMPLOYER RIGHTS**

- 6.01 The Employer reserves all rights not specifically restricted by the provisions of this Collective Agreement.

## **ARTICLE 7 – DISCRIMINATION AND HARASSMENT**

- 7.01 (a) The parties agree that individuals should be able to work and live in an environment free from discrimination and harassment, as defined in this Agreement and in the policy and procedures manual of Abby Road Housing Co-op Support Services Program.
- (b) “Harassment” is conduct or comments which are intimidating, threatening, demeaning, or abusive and may be accompanied by direct or implied threats to status, conditions of employment, union membership, reputation, etc. Harassment can occur between members, staff or coordinator and may be directed at an individual or at a group.
- (c) The Employer or the Members, or the Union, shall not at any time discriminate against any employee on account of creed, color, nationality, ancestry or place of origin, political or religious beliefs, sex, sexual preference, age or marital status or because of their connection with trade union organizations.
- (d) Any behavior that constitutes harassment or discrimination shall never be justified or acceptable. The Parties fully agree to work together to achieve and maintain this goal.

## **ARTICLE 8 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

- 8.01 (a) The Health and Safety Committee shall be comprised of at least two (2) representatives of both the Union and the Employer. The Health and Safety Committee shall hold, at minimum, quarterly meetings to jointly consider, monitor, inspect, investigate and review health and safety conditions and practices and to improve existing health and safety standards. Minutes shall be recorded and distributed to the members of the committee.
- Recommendations of the Committee will not be subject to the grievance and arbitration process.
- (b) Employees scheduled to work at the time and date of the Health and Safety meetings shall be paid at their basic rate of pay for attending such meetings.
- 8.02 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention.
- 8.03 Should an employee believe that they may be placed in a position where they feel harassed, threatened, intimidated or may do injury to the Co-op member or themselves, they will immediately cease the procedure and report the situation to the Program Coordinator.

- 8.04 Should an employee be required to use specialized equipment then they must be adequately trained in the use of such equipment. No employee will be required to use such specialized equipment until the employee has received the proper training to operate such equipment.

## **ARTICLE 9 – GROUNDS FOR DISCIPLINE, SUSPENSION AND DISMISSAL**

- 9.01 When the Employer finds it necessary to correct an employee's work, attitude, performance or conduct, which may lead to further disciplinary measures, the following procedures will apply:
- (a) There will be a performance coaching session. Letters will be provided at this meeting to the employee and the Shop Steward outlining the terms of the coaching. If the terms are not met within a specified date, there will be a second performance coaching session.
  - (b) Should this performance coaching fail, a written warning will be issued at a meeting and placed in the employees file. The written warning will consist of the specific infraction, date that the behavior should be rectified by and the consequences if it is not and any other relevant details. Copies of this letter will be given to all parties involved at the time of the meeting.
  - (c) The employee may reply to this letter and this reply shall become part of their personal record.
  - (d) If the infraction continues, a final written warning will be issued highlighting the consequences should the infraction continue past a specified date.
  - (e) The above sub-articles apply to the same infraction. If an employee commits another unrelated infraction, the process for dealing with that infraction shall begin with the first performance coaching session.
  - (f) The employee shall have the right to a Union representative of their choosing at any meeting with management that is/may be disciplinary. The Employer shall advise the employee and give them sufficient time to have the Union representative attend.
- 9.02 If the Employer believes there is just cause, they may discipline, suspend or discharge an employee for conduct which includes but may not be limited to:
- (a) Refusing to comply with the terms of this Agreement or the relevant Program Policies and Procedures for which the employee has been made aware and has access to (the Policy and Procedure Manual).
  - (b) Breach of confidentiality.
  - (c) Neglect of duties.
  - (d) Dishonesty by action or inaction.
  - (e) Failure to report to work; from vacation or other leave without providing a bona fide reason.
  - (f) Being absent for three (3) days without notifying the Coordinator or designate shall be considered to have abandoned their position.

- (g) Repeatedly arriving late for work.
- (h) Consuming alcohol or illicit drugs while on duty, or being under the influence of illicit drugs or alcohol when reporting for work.
- (i) Sleeping while on duty.
- (j) Theft or intentional destruction of Co-op Members' or Co-op property.
- (k) Abuse of a Member or co-worker.
- (l) Failure to be approved for, or maintain a bond by the Program's Underwriter.

9.03 The Employer has the right to immediately suspend or discharge the employee for just cause, or to send the employee home with pay pending further action. The employee shall be given the reason for their discharge in the presence of a Shop Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension. The Union has the right to investigate and/or grieve the decision through the Grievance Procedure in Article 10.

## ARTICLE 10 – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

10.01 A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement.

10.02 A grievance may be one of the following categories:

- (a) Individual grievance: A grievance affecting an individual employee.
- (b) Group grievance: A grievance affecting two or more employees.
- (c) Policy grievance: A grievance affecting or having the potential to affect the bargaining unit.

10.03 An employee or the Local Union shall have the right at any time to have the assistance of a CUPE National Representative(s).

10.04 (a) Prior to a written grievance being filed, the parties shall endeavor to informally resolve the difference within ten (10) days of the incident giving rise to the dispute. The parties may request the assistance of a third party to help to resolve the dispute.

The parties shall equally share the cost of third party assistance. The grievance shall be held in abeyance until the third party process has concluded.

(b) Grievance Procedure

### Step 1

If the difference is not resolved through 10.04(a), a formal written grievance shall be filed with The Program Coordinator and Chairperson of the Support Services

Committee within ten (10) week days exclusive of weekends and holidays of the event or incident-giving rise to the grievance.

The Program Coordinator or Chairperson of the Support Services Committee shall meet with the Grievor(s) and the Union within five (5) days of receiving the grievance. Within ten (10) week days exclusive of weekends and holidays of hearing the grievance, the Program Coordinator shall issue a response in writing to the Grievor(s) and the Union.

Grievances arising out of suspension, termination, discrimination or harassment shall be initiated at Step 2.

(c) Step 2

If the response of the Program Coordinator is not satisfactory, the Union shall advance the grievance to the Support Services Committee. The Committee shall within ten (10) week days exclusive of weekends and holidays of receiving the response from the Union convene a meeting with the Union representative and the Grievor(s).

The Support Services Committee will render a response in writing within five (5) week days exclusive of weekends and holidays of hearing the grievance.

If the grievance is not resolved at this step, the Union shall have ten (10) days to advance the grievance in writing to the Board of Directors.

(d) Step 3

If the response of the Support Services Committee is not satisfactory, the Board of Directors shall convene a meeting with the Union to hear and attempt to resolve the grievance within ten (10) week days exclusive of weekends and holidays of receipt of the Union's response.

The Board of Directors shall respond in writing to the Union within ten (10) week days exclusive of weekends and holidays following the meeting.

(e) Step 4

If the response by the Board of Directors is not satisfactory to the Union, the grievance may be advanced to arbitration within ten (10) days of the Union receiving the written response. Notice to the Board of Directors shall be in writing and identify the Union's choice(s) for a sole arbitrator.

The Board of Directors shall respond, in writing, within ten (10) days of receipt of the Unions' notice and agree with a named choice of the Union or identify its choice for a sole arbitrator.

If the nominees or parties are unable to agree to a chair for the arbitration board, the difference shall be submitted to the Director of Mediation Services.

10.05 The parties agree that the grievance procedure is intended to achieve mutual resolve to differences arising within the collective bargaining relationship. Unless it is demonstrated that a party is prejudiced or significantly compromised by a failure to

adhere to the process and/or the specified time limits, the validity of the grievance or jurisdiction of the arbitration board or arbitrator shall not be challenged.

- 10.06 Should the parties mutually agree to a resolve to the grievance prior to the convening of an arbitration hearing, they shall render the resolve in writing. The resolve shall be presented to the respective principles of the parties for final approval. The grievor(s) will be provided opportunity to voice any concerns or objections at a special meeting of the bargaining unit convened to approve or decline the proposed resolve. If approved the resolve shall be binding on the grievor(s).

## **ARTICLE 11 – PERSONNEL FILES**

- 11.01 (a) Employees shall have the right to review their personnel/payroll file at a time mutually agreeable to the Employee and the Employer. With the written permission of the Employee, a Union Representative or Shop Steward shall also have the right of access to an Employee's personnel file.
- (b) On request the Employer will provide an Employee with copies of letters of discipline, evaluations, or records in the Employee's file which would be used as evidence in an arbitration hearing.
- (c) An Employee who has been subject to disciplinary action may after (2) years of continuous service from the date the disciplinary action was invoked, request in writing, that their personnel file be cleared of any record of the disciplinary action. Such request will be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.

## **ARTICLE 12 – SHOP STEWARDS, LOCAL UNION VICE PRESIDENT**

- 12.01 The Shop Steward system is accepted in principle by the Employer, and Shop Steward or Local Union Vice-President will be recognized as having authority to act on behalf of the Union. The names of Union's representatives will be provided in writing to the Employer before they are recognized as valid representatives.
- 12.02 The Employer agrees that the Union's representatives shall not be hindered, coerced or interfered with in any way in the performance of their function while investigating disputes and presenting adjustments. The Union understands and agrees that each Union representative is employed to perform work as required by the Employer and that they will not leave this work during working hours except to perform their duties as provided in this Collective Agreement. Therefore, no Union representative shall leave their work without obtaining the permission of their supervisor. Such permission shall not be unreasonably withheld.
- 12.03 Union representatives shall suffer no loss in pay for time spent in performing their duties as Union Representatives during their scheduled work time.

12.04 The Local Union Vice-President will be allowed time off without pay to attend the parent Local's meetings and to report back to the local union members. Proper notice will be provided by the Local Union Vice-President.

## **ARTICLE 13 – PROBATION, ORIENTATION AND EVALUATION**

13.01 Orientation of new employees shall be:

- (a) in the form of a practicum and mentoring by assigned qualified co-workers.
- (b) on all the shifts (days, evenings, nights) the employee may be assigned.

13.02 Probation Period

- (a) All new permanent employees shall serve a probationary period of 300 hours worked. The probation period for permanent part-time employees shall not exceed six (6) months.
- (b) An evaluation of the probationary employee shall be completed prior to the end of 300 hours.
- (c) The results of the employee's evaluation shall be given to the probationary employee in writing apprising the employee of their progress, any work deficiencies, or other concerns. The probationary employee shall be evaluated prior to the end of the probation period.
- (d) Once the probationary employee has completed their probationary period, they shall have their seniority established as per Article 18.

13.03 With the permission of the Coordinator, during the first 50 hours of employment the Union Steward or other Union Officer, during the work period, shall have one half hour to explain to the probationary employee the workings of the Union and value of the Collective Agreement. Such permission shall not be unreasonably denied.

- 13.04
- (a) During the probationary period the employment of a probationary employee maybe terminated without notice.
  - (b) Such termination of a probationary employee may only be grieved by the Union should a policy grievance apply.
  - (c) Termination of probationary employees are subject to Employment Standards Code.

13.05 Evaluation of the Program Coordinator

Staff may be requested to provide written participation in the evaluation of the Program Coordinator. Submission(s) by the staff may be considered by the Co-ops Evaluation Committee.

## **ARTICLE 14 – JOB DESCRIPTIONS**

- 14.01 The Employer and the Union shall draft mutually agreeable job descriptions for the positions covered by this Collective Agreement. Should they fail to agree then the dispute will be submitted to grievance and arbitration procedure.
- 14.02 When the Employer changes the duties or the volume of work for these job descriptions, the Union will be advised in writing. Should the Union and/or the employee believe the change to be significant, the Union and/or the employee shall notify the Employer in writing of any concerns. The Employer shall convene a meeting within ten (10) days of receipt of the notice to review the concerns and attempt to affect a resolve. If the parties are unable to agree, then the dispute shall be submitted to the grievance and arbitration procedure.

Work volume or workload concerns within the range of duties of the current classification shall not be subject to a wage rate adjustment. Only in the event the changes to the job description result in greater responsibilities and/or scope or practice, not typical of the current classification, will wage rates and classification of the new duties be subjected to a review.

- 14.03 Job descriptions will be attached to this Collective Agreement as Appendix 'A'.

## **ARTICLE 15 – NOTICE OF TERMINATION OR LAYOFF OF EMPLOYEES**

- 15.01 Employees shall provide the Employer with written notice of resignation of employment at least:
- (a) 1 week if employed more than 3 months but less than 2 years;
  - (b) 2 weeks if employed 2 years or more.
- 15.02
- (a) A layoff shall be defined as a reduction in the number of scheduled hours of work or the number of employees.
  - (b) Should a layoff result in the loss of active employment, the Employer shall provide twenty-one (21) days' notice to layoff.
  - (c) The least senior employee shall be first laid off.
  - (e) The Union will be advised 30 days prior to any reduction of employees. The Union shall be notified immediately of any reduction of hours of work and the reason(s).
- 15.03 Recall
- Recall of laid off employees shall be in order of seniority.
- 15.04 Contracting Out
- No employee will lose hours as a result of the Employer contracting out services currently provided by Union Members.

## **ARTICLE 16 – POSTING AND FILLING OF POSITIONS**

- 16.01 (i) When a position becomes vacant, or there is a newly created position, such positions shall be posted on the employee bulletin board for five (5) calendar days, unless mutually agreed between the parties. Vacancies arising out of leaves, extended vacations or other absences of 20 working days or more, shall be posted as Temporary Vacancies.
- (ii) Part time and Casual employees shall be immediately informed of all postings by email or posting. If a second part time position would place a Part-time employee into a conflict of scheduling or overtime, the employee may not be awarded the second position.
- 16.02 Employees shall apply in writing for the vacant position or the newly created position and will be considered before anyone not covered by this Collective Agreement.
- 16.03 Should the internal applicant(s) fail to meet the minimum qualifications, and are unable to upgrade their qualifications immediately, then the Employer may consider applicants not covered by this Agreement.
- 16.04 Qualifications for the position shall be consistent with the responsibilities specified in the job description.
- 16.05 Where two or more internal applicants are relatively equal in qualifications and skills and abilities, seniority shall be the determining factor.

## **ARTICLE 17 – REHIRING OF FORMER EMPLOYEES**

- 17.01 Persons who have resigned their employment with the Employer may be credited for previous years of employment and assigned a rate of pay on the pay range beyond Step 1.
- 17.02 Rehired employees, that have not been absent from Abby Road Housing Co-operative for more than five (5) years will not be required to serve the probationary period of 300 hours, but only the remaining probationary period, if applicable.
- 17.03 Rehired employee's seniority date shall be their new date of hire.
- 17.04 The Union will be advised in writing of any rehired employees and the conditions of rehire.

## **ARTICLE 18 – SENIORITY**

- 18.01 Seniority shall be established from the employee's last date of hire.
- 18.02 Seniority shall be based on years of service from the last date of hire.



18.03 Subject to Articles 13.02(d) and 20.07 casual employees shall not accrue seniority, however their length of service will be considered by the Employer should they achieve a permanent position. Seniority shall be credited by calculating the average hours worked as a casual employee over the preceding one (1) year multiplied by the number of years of service from last date of hire as a casual employee.

18.04 Seniority shall be considered broken:

- (a) When an employee resigns or is terminated from their position with the Employer; or
- (b) Upon the expiry of twenty-four (24) months following layoff during which time the employee has not been recalled to work; or
- (c) If an employee does not return to work upon recall or on the expiration of any form of leave.

18.05 An up to date seniority list shall be provided to the Union in writing and posted in the Support Services office once per year between March 15 and March 31 of each year.

## **ARTICLE 19 – BONDING AND INSURANCE**

19.01 As a condition of employment, all employees employed by the Employer must be eligible for bonding.

## **ARTICLE 20 – HOURS OF WORK**

20.01 It is understood and agreed that work shall provide for a continuous operation Monday through Sunday.

20.02 Shift Schedules

- (a) Shift schedules shall comply with the following:

### **Full-time Employees**

- (i) All full-time shift employees shall work eight (8) hours exclusive of ½ hour meal breaks.
- (ii) Employees shall receive an unpaid lunch period of ½ hour during each shift in excess of five (5) consecutive hours of work except shift 4, 6
- (iii) Shift 4, 6 shall be eight (8) hours (2300 – 0700) which shall include a paid ½ hour meal break.

### **Part-time Employees**

- (iv) All part-time shifts shall be a minimum of four (4) hours of work unless otherwise mutually agreed between the employee and the Employer.

- (b) Shift schedules for permanent employees shall be posted fourteen (14) calendar days in advance. Except in the event of the hospitalization or death of a client, amendments to the schedule shall be by mutual agreement between the Union and the Employer.
- (c) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for permanent employees shall provide for:
  - (i) At least two (2) consecutive days off per week;
  - (ii) At least twelve (12) hours of rest between scheduled shifts.
- (d) The parties agree that for the purpose of selecting shift schedules, shift schedules will be selected in order of seniority.
- (e) If, as a result of a major shift restructure, an employee decides to go casual, they will be offered the first available shift.

#### 20.03 Optional Scheduling

- (a) Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union. The Employer may consider any optional schedule that is proposed in writing by the Union.

20.04 Permanent part-time employees who wish to be considered for additional hours of work shall advise the Program Coordinator and the Union Steward, in writing, as to the extent of their availability.

20.05 In the event an employee reports for work as scheduled and is not provided work at that time, the employee shall be compensated for the completed shift at their regular rate of pay.

20.06 Casual employees are expected to provide the Program Coordinator with notice on the 1<sup>st</sup> day of each month of their inability to work a scheduled shift, or in unexpected circumstances to provide reasonable notice.

20.07 Casual employees will submit, in writing, their availability each month (prior to the first day of that month) and must also work a minimum of one (1) shift per month or risk being dropped as a casual employee.

An employee may request to be exempted from this provision and the request shall not be unreasonably denied.

## **ARTICLE 21 – WAGES AND SHIFT DIFFERENTIAL**

21.01 Advancement on the wage grid and wage rate allocation shall be in accordance with the following:

- (a) Employees shall be placed on the wage grid at the Orientation rate for a period not to exceed 40 hours.

- (b) Subject to Article 17 and 22.01(a) new employees shall commence at Step 1 of the wage grid. Employees who are fully certified shall commence at Step 2 of the wage grid.
- (c) Upon completion of the probation period (three hundred hours) an uncertified employee shall advance to Step 1 of the wage grid and fully certified employees shall advance to Step 2.
- (d) Upon completion of every two thousand (2000) employer paid hours the employee shall advance to the next Step in the pay grid except as in 21.01(e)
- (e) When employees have served 10 or more years of continuous service, such employees shall advance immediately to Step 5.
- (f) Employees employed up to the date of ratification of this agreement shall be grandfathered at the current step they achieved prior to such ratification.

21.02 A shift premium of one dollar (\$1.00) shall be paid to employees for each hour worked during a shift commencing at 1430 hours.

A shift premium of one dollar and twenty-five cents (\$1.25) shall be paid to employees for each hour worked during a shift commencing at 2300 hours.

21.03 A premium of three dollar (\$3.00) per hour shall be paid for any shift commencing from 1430 hours Friday to 0000 hours Monday.

21.04 Emergency Pay

A premium of one dollar per hour (\$1.00) shall be paid to any employee accepting a shift with less than 24 hours' notice. This shall be in addition to any applicable over time provisions.

In addition to all other premiums under 20.02 and 20.03.

21.05

<b>Wages Health Care Aide</b>	<b>Orientation</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>*Step 5</b>
January 1, 2020	\$15.45	\$18.47	\$19.09	\$19.71	\$20.93	\$22.15
January 1, 2021	\$15.76	\$18.84	\$19.47	\$20.10	\$21.35	\$22.59

\*Step 5 is for staff with over 10 years continued employment.

\*Retroactivity will be paid to all employees past and present to January 1, 2020 upon ratification of this Agreement.

**ARTICLE 22 – OVERTIME**

22.01 The Program Coordinator or designate shall determine when overtime is necessary and give prior approval except in an emergency.

22.02 Overtime shall be paid at the rate of one and a half (1 1/2x) times the regular rate of pay.

22.03 Overtime premium shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours in a week.

For the purpose of this provision, a week shall be Monday at 1201 hours to Sunday at 2400 hours.

## **ARTICLE 23 – TAXI USE**

23.01 Payment or reimbursement by the Employer, in part or in whole, for taxi services used to report to the worksite may be approved by the Program Coordinator or designate. In the event of an emergency and the employee is directed to report for work, the Employer shall pay necessary taxi services.

## **ARTICLE 24 – PAY PERIODS**

24.01 The following shall apply to all employees:

- (a) Employees shall be paid every 2<sup>nd</sup> Friday.
- (b) Pay periods cut off shall be on the Sunday before payday.
- (c) Employees shall be paid for all hours indicated on their time sheets as confirmed by the Program Director or designate.
- (d) Any payroll discrepancies should be brought to the attention of the Program Coordinator as soon as possible.
- (e) Employees are responsible for the completion of their time sheets. Time sheets filled out incorrectly or are incomplete will not be accepted until corrected by the employee.
- (f) Prior to finalizing time sheets, the Coordinator shall notify an Employee by mail or text (or in writing if employee does not use email or text) if any changes are to be made to the original time sheet.
- (g) Employees shall initial the timesheet to indicate receipt/agreement to the changes made.

## **ARTICLE 25 – HEALTH BENEFITS PLAN**

- 25.01 (a) Permanent employees shall be eligible to participate in the health benefit plan upon completion of three months employment and work forty-eight (48) hours in a 2-week period.
- (b) Part-time employees shall be eligible to participate in the health benefit plan upon completion of three months of employment and work a minimum of twenty-four (24) hours in a two-week period.

- (c) Part time employees may opt into the Full time Benefit Plan if they pay the difference in costs.

25.02 The cost of health benefit premiums shall be shared by the Employer paying sixty percent (60%) and the employee paying forty percent (40%).

Life Insurance  
Dependent Life  
Accidental Death & Disability  
Alberta Health Care  
Long Term Disability  
Vision Care  
Medical  
Dental

25.03 The Employer reserves the right to renegotiate the terms and conditions of the benefit package with the underwriter from time to time. Such new terms will be presented to the Union for their agreement.

25.04 Permanent employees will be given a copy of the various coverages in the form of a booklet.

## **ARTICLE 26 – VACATION**

### **26.01 Full-time Employees**

- (a) A permanent full-time employee shall be entitled to a paid vacation entitlement as follows:
  - (i) Ten (10) working days' vacation with pay after twelve (12) months of employment;
  - (ii) Fifteen (15) working days' vacation with pay after five (5) consecutive years of employment;
  - (iii) Twenty (20) working days after ten (10) consecutive years of service;
  - (iv) Employees shall be permitted to carry over ten (10) days' vacation per year.
  
- (b) Part-time and casual employees shall be entitled to vacation pay as follows:
  - (i) Four percent (4%) of earnings;
  - (ii) After five (5) consecutive years of employment six percent (6%) of earnings;
  - (iii) After ten (10) consecutive years of employment eight percent (8%) of earnings.

26.02 The Employer shall post the vacation schedule planner by February 1<sup>st</sup> of each year. Employees shall submit their vacation requests by March 1<sup>st</sup> of each year. The Employer shall post the vacation schedule by April 1<sup>st</sup> of each year. Where vacation requests are made by March 1<sup>st</sup> vacation dates shall be allocated based on seniority where it is operationally possible to do so. Request for vacation which are submitted after March 1<sup>st</sup> will be dealt with on a first come, first serve basis, subject to operational considerations. Approval shall not be unreasonably denied.

A vacation request must be submitted in writing to the Program Coordinator or designate a minimum of 14 days in advance of the first day requested as vacation.

A regular employee who chooses to take vacation in broken periods shall be allowed to exercise a preference as to choice of vacation dates for only one vacation period within a calendar year.

All vacation requests shall be subject to approval by the Employer and shall not exceed the number of vacation days accrued to the date of the request unless otherwise agreed to.

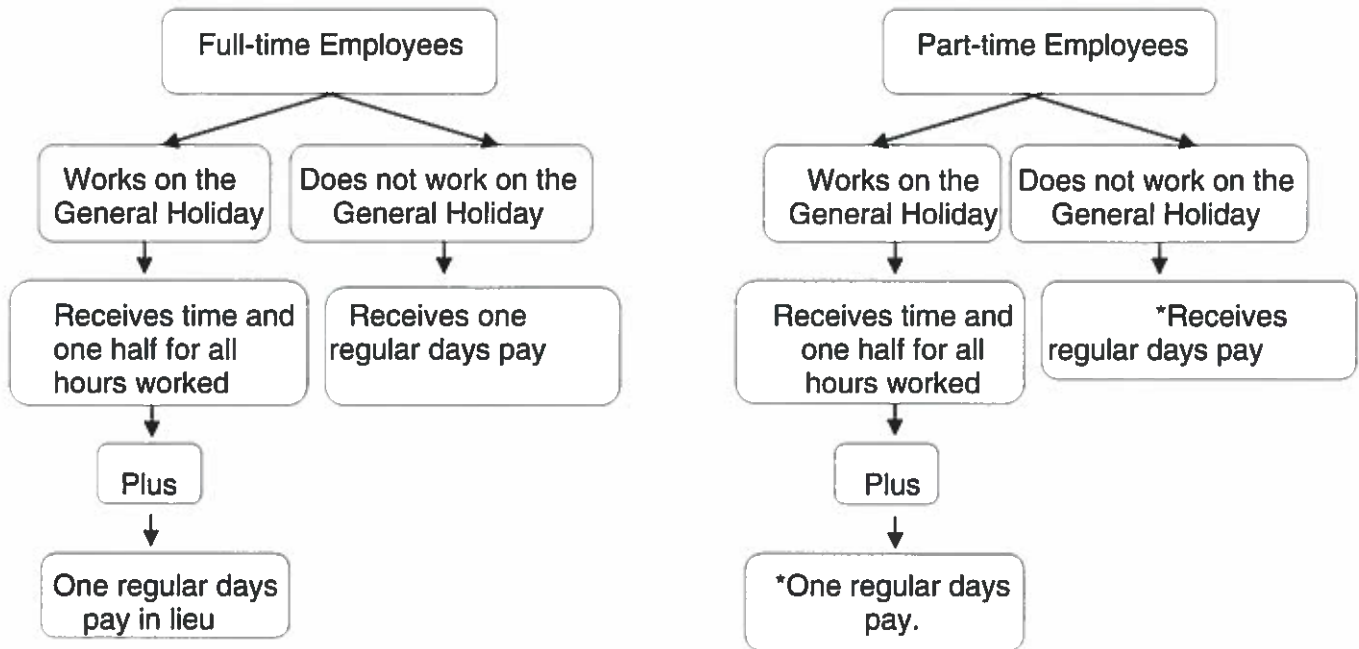
When two or more employees request the same vacation period, the employee with the greatest seniority shall be considered first.

## **ARTICLE 27 – GENERAL HOLIDAYS**

27.01 Permanent employees shall be paid for the following General Holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- (a) No payment shall be due for the General Holiday which occurs during:
- (i) A layoff; or
  - (ii) An absence while in receipt of disability insurance or Workers' Compensation Benefits.
- (b) Full-time and part-time employees are entitled to pay for a General Holiday as follows provided the employee:
- (i) Works the scheduled shift immediately prior to and following the General Holiday or is absent due to an approved leave or absence, illness, or other reasons acceptable to the Employer;
  - (ii) Works on the General Holiday when required to do so.
  - (iii) Regular days pay – According to the employees shift line, the hours they are regularly scheduled for on the date of the General Holiday



- (c) When a General Holiday occurs on an employee’s regularly scheduled day of work the employee shall be entitled to a paid day off.
- (d) When a General Holiday falls during an employee’s vacation period, the employee shall receive, by mutual agreement:
  - (i) One (1) day’s pay, or
  - (ii) One (1) day off with pay added to their current vacation schedule
- (e) An employee who works a General Holiday will receive one and one half times (1 ½) the basic hourly rate of for all hours worked on the General Holiday.

This rate will apply to an employee working the majority of hours falling on the General Holiday.

**27.02 Lieu Bank**

Full-time employees working on a General Holiday will be credited with one paid full shift in their lieu time bank. Lieu time credits not used shall be paid out at the basic hourly rate of pay for each hour banked at the end of the Employer’s fiscal year. The total accrual of credits will be indicated on the employees pay statement.

**ARTICLE 28 – SICK LEAVE**

28.01 Sick leave is defined as a form of insurance providing for paid days off in the event of illness or accident not covered by WCB.

28.02 (a) Full-time Employees

Full-time employees shall be credited on January 1<sup>st</sup> of each year, eight (8) paid days that shall accrue to a maximum of twelve (12) days.

- (b) **Part-time Employees**  
Part-time employees shall be credited on January 1<sup>st</sup> of each year a maximum of five (5) paid days that shall accrue to a maximum of ten (10) days.
- (c) An employee shall be eligible to access accrued sick leave credits upon completion of the probation period.
- (d) An employee having exhausted their sick leave credits shall be deemed to be on an unpaid leave of absence or use lieu time or vacation time during the period of legitimate illness or injury not covered by WCB.

28.03 The Employer may require the employee to provide medical proof of illness. If there is a cost for medical proof of illness, the Employer shall bear the expense.

28.04 A permanent employee desiring bereavement leave may take any or all of this unused paid sick leave for the purpose of bereavement leave.

28.05 Vacation time shall accumulate during any period of paid sick leave.

- 28.06 (a) In the event of illness and inability to work, employees are expected to call in at least eight (8) hours in advance of their shift.
- (b) In the case of emergent illness, as much advance notice as possible will be given.

## **ARTICLE 29 – BEREAVEMENT LEAVE**

29.01 (a) In the event of the death of the following relatives, an employee shall be granted time off with pay not exceeding three (3) working days.

Mother	Father
Spouse (common-law included)	Son
Daughter	Brother
Sister	Grandparent
Step Child	Step Parent

and any dependent person living in the same home as the employee in excess of six months and any other person approved by the Employer.

- (b) If more than two (2) working days are required due to the employee having to travel, then the employee may request from the Program Coordinator additional time off without pay not to exceed an additional five (5) working days.
- (c) Additional leave without pay shall not be unreasonably withheld if requested.
- (d) Accumulated lieu time or sick days may be used in addition to compassionate leave.

29.02 Vacation time shall accumulate during Bereavement Leave.



## **ARTICLE 30 – COMPASSIONATE LEAVE**

- 30.01 (a) In the case of a serious illness of a close relative including a mother, father, spouse, common-law spouse, son, daughter, brother, sister, grandparent or any other person who has been living under the same roof as the employee for more than six (6) months, an employee may be allowed time off with pay for any necessary period not exceeding two (2) working days.
- (b) If more than two (2) working days are required due to the employee having to travel, then the employee may request from the Program Coordinator additional time off without pay not to exceed five (5) working days.
- (c) Additional leave without pay shall not be unreasonably withheld if requested. Satisfactory proof of the necessity for an employee to take additional leave may be required.
- (d) Accumulated lieu days or sick days may be used in addition to compassionate leave.

30.02 Vacation time shall accumulate during compassionate leave.

### **Compassionate Care Leave**

- (a) An Employee who has qualified for Compassionate Care Benefits under Employment Insurance legislation shall be entitled to a leave of absence without pay but with benefits at the normal cost sharing for a period of up to six (6) months and shall accrue vacation credits and sick leave for the first thirty (30) days of such absence.
- (b) Employees must receive approval from the Employer and may be required to demonstrate their eligibility for Compassionate Care Leave. Upon demonstrating eligibility, the leave shall be granted.
- (c) An employee shall be placed in their former classification and full-time equivalency upon return from leave.

## **ARTICLE 31 – UNION LEAVE**

31.01 Employees may be allowed time off with pay, provided it does not affect member care, to attend Union meetings on the Employer's premises for a maximum of one (1) meeting a month for one and a half (1.5) hours unless otherwise agreed. The Union will provide the Employer with as much notice as possible.

31.02 Leave of absence without pay and without loss of seniority may be granted based on staff availability to cover shifts upon written request to the Program Coordinator, to employees elected or appointed to represent the Union at Union Conventions, Seminars or Schools or to attend executive and committee meetings of the Union, its affiliated or chartered bodies. Such request shall be made, in writing, two weeks in advance.

31.03 An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, may be granted leave of absence without pay for a period up to one (1) year. Such request shall not be unreasonably denied. Such leave may be renewed each year thereafter on request, as mutually agreed between the Employer, the employee and the Union. An employee's seniority shall be frozen from the last day of work until the employee works a shift with the Employer.

## **ARTICLE 32 – LEAVE FOR PUBLIC SERVICE**

32.01 The Employer shall grant, on written request, leave of absence without pay and without loss of seniority. Seniority shall not be accrued during this leave of absence.

- (i) For any employee to seek election in School Board, Municipal, Provincial, Federal, First Nation or other Aboriginal election, for a maximum period of ninety (90) days;
- (ii) For any elected to a public office for a maximum period of five (5) years.

For any employee appointed or elected to a full-time position with a First Nation or other Aboriginal organization, the leave shall be for the period of the term and shall be renewed each year during the employee's term of office.

## **ARTICLE 33 – MATERNITY & ADOPTION LEAVE**

### **Parental/Maternity Leave**

- 33.01 Permanent employees are entitled to maternity, parental and adoption leave in accordance with the provisions of Federal and/or Provincial statute.
- 33.02 The employee shall give the Program Coordinator at least four (4) weeks' notice in writing of the day on which they intend to commence these leaves and of the date they intend to resume employment or resign.
- 33.03 An employee may be granted up to three (3) days leave without pay to assist with the birth/adoption of a child of a family member listed in Article 29.01 (a).

### **Adoption Leave**

- 33.04 Written notice must be given to the Program Coordinator by the employee at least two (2) weeks before the expected custody of the child.
- 33.05 If two (2) weeks' notice cannot be given, the Program Coordinator must be notified immediately after notice of the adoption is received.
- 33.06 The employee shall give the Program Coordinator at least two (2) weeks' notice in writing of the day on which they intend to resume employment.

33.07 Vacation time shall not accumulate during Maternity or Adoption Leave and the employee's seniority shall be frozen from the last day of work until the employee works a shift with the Employer.

## **ARTICLE 34 – COURT LEAVE**

34.01 An employee who is called upon to perform jury duties or subpoenaed as a witness, shall be allowed time off with pay to the extent necessary to perform their duties. Any monies received for these services shall be remitted to the Employer.

34.02 Vacation time and seniority shall accumulate during Court Leave.

## **ARTICLE 35 – SPECIAL LEAVE OF ABSENCE WITHOUT PAY**

- 35.01 (a) Special leave for personal reasons up to five (5) working days may be granted to an employee. Special leave may be extended at the Employer's discretion. Requests for special leave shall not be unreasonably denied. When denied, the reason shall be given in writing.
- (b) Requests for a leave of absence without pay shall be made in writing one week in advance before the day the leave of absence is to commence. Emergent circumstances will be considered.
- (c) In the event of a personal emergency, the first three (3) days of special leave shall be with pay.
- (d) Personal emergency shall be defined as:  
Personal injury or  
Hospitalization or  
Hospitalization of spouse or dependent

## **ARTICLE 36 – GENERAL CONDITIONS**

- 36.01 (a) New employees are required to become familiar with the Policy and Procedures Manual, the Collective Agreement and any other documents relevant to the delivery of support services.
- (b) A copy of both the most current Policy and Procedures Manual and most current Collective Agreement will be available in the staff room at all times.
- (c) Employees will be promptly advised of any changes, amendments, etc., to the Policy and Procedures Manual and any documents relevant to the delivery of support services.
- (d) Employees will at all times respect all information relating to members and other employees.

Such information will be strictly confidential. All employees will swear and sign an oath so stating.

- (e) Employees may, in the course of their duties, enter a member's suite to provide scheduled or unscheduled services. At all other times, employees may enter a member's suite only by advance invitation of the member.
- (f) Health Care Aides (HCAs) are not allowed to leave the Co-op premises during the paid portion of their shift without the permission of the Program Director.

**First Aid and CPR Certification**

- (g) All employees are required to have emergency First Aid and CPR Certification.
- (h) The Employer will pay the cost for renewal of the employee's First Aid and CPR Certification. When an employee is required to attend any in-service provided by the Employer, they will be paid at their regular rate of pay.

**Staff Meetings and In-Service**

- (i) There may be paid staff meetings and/or in-services as required per year. Any staff unable to attend must advise the Program Coordinator prior to the meeting or in-service.
- (j) There will be a minimum of two (2) compulsory in-services provided each calendar year relating to member care and delivery of support services.

**Criminal Record Check (CRC)**

- (k) Employees are required to have a criminal record check every five (5) years. The Employer will reimburse costs of the check upon receipt of the CRC and proof of payment.

**ARTICLE 37 – AGREEMENT**

The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in negotiations. In witness whereof, the Parties hereto have caused these present to be executed by their duly authorized officers in their behalf the day and year written.

Signed this 19 day of April, 2021 in Edmonton, Alberta.

**Abby Road Housing Co-Operative Ltd.**

**Canadian Union of Public Employees**

## **APPENDIX A**

### **HEALTH CARE AIDE JOB DESCRIPTION**

#### **Function:**

Provides the required personal care, meal preparation and homemaking to the user members of the support service program of Abby Road Housing Co-op.

#### **Principal Duties:**

- (a) Assist members with personal grooming, hygiene, bathing, dressing, bowel and bladder care and other tasks to ensure the member's personal requirements are met.
- (b) Provides to members who require mobility assistance the following: lifting, positioning, turning, range of motion, etc.
- (c) Maintenance and cleaning of respiratory equipment. May also do very minor maintenance to other equipment and ensure that the equipment is clean. All maintenance of members equipment will be at the request of the member and the members are responsible to ensure that this maintenance is correct. If the employee feels that the maintenance of equipment is out of their skill level, they may refuse the responsibility and request that other means be taken to maintain and clean the equipment.
- (d) As required, follow the member's instructions for meal preparation. May prepare suitable foods in bulk for later use by freezing. Store foods in a safe and sanitary manner. May assist the member in feeding. Ensure that food preparation area is clean and tidy.
- (e) Ensure that the member's residence is kept in a clean and orderly manner as per the member's instructions. This may include vacuuming, dusting, washing of floors, walls, windows, changing of bed linen, garbage removal, laundry, ironing, mending, etc.
- (f) In an emergency situation only, assist the member with child care which is neither "Day Care" or "Baby Sitting", but infant care if necessary because a non-disabled adult member of the family is not able to assist in the infant's care.
- (g) It is understood that the following priority order shall apply
  - 1. personal care
  - 2. child care
  - 3. feeding and meal preparation
  - 4. homemaking, and other.

#### **Required Qualifications**

- (a) Must possess required training and or credentials as specified by Alberta Health Services in their Master Service Agreement (MSA) with Abby Road Support Services.
- (b) Must have the ability to understand the needs of the members, be able to effectively communicate with the members, fellow staff and general public. Must develop, build and maintain a rapport with members.
- (c) Must have and maintain a basic First Aid Certificate and CPR Certification. All renewals of the Certificate shall be paid for by the Employer.

- (d) Must have a mature attitude, be in good health and good physical condition and be able to demonstrate this by way of a physical examination by the medical practitioner of the Employer's choice, the cost of which shall be paid by the Employer.
- (e) Must be able to be bonded by a certified bonding company.
- (f) Must have knowledge of fire regulations and procedures as applicable to the Co-operative.

**Letter of Understanding**

**between**

**Abby Road Housing Co-operative Ltd.**

**and**

**The Canadian Union of Public Employees  
Local 1158-07**

**Re: Job Description Review**

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As a part of the Labour/Management Committee and within six (6) months of signing this Collective Agreement, the parties will draft and agree to potential changes to the job description of Health Care Aide. The new job description will replace the existing job description (Appendix 'A') in the Collective Agreement.

Signed this 19 day of April, 2021 in Edmonton, Alberta

**Abby Road Housing Co-Operative Ltd.**

**Canadian Union of Public Employees  
Local 1158-07**

