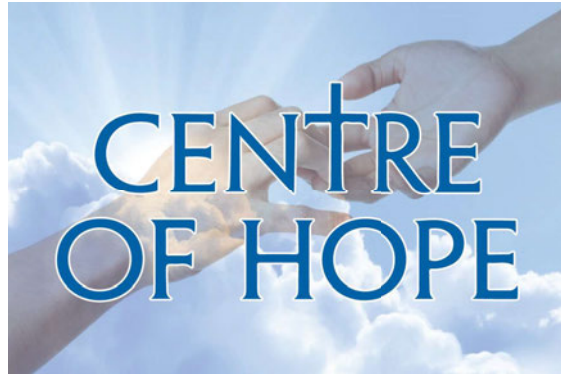


# COLLECTIVE AGREEMENT



The Centre of Hope  
Non-Profit Society of Fort McMurray

and



Canadian Union of Public Employees  
Local 2157

**Effective:** June 27, 2024 – March 31, 2026

**Date of Ratification:** June 27, 2024



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## ARTICLE 1 – PREAMBLE AND TERM OF AGREEMENT

1.01 The Centre of Hope and the Canadian Union of Public Employees Local 2157 agree that our work takes place on Treaty 8 territory and within the Métis Nation of Alberta Region 1. The Parties acknowledge this land constitutes the traditional meeting grounds and home to many diverse First Nations, Métis and Inuit peoples, the stewards of these lands from time immemorial. We are grateful for the traditional Knowledge Keepers and Elders who are still with us today and those who have gone before us. We recognize this land as an act of reconciliation and gratitude to those whose territory we reside on or are visiting. Our work, therefore, will reflect the intention of the Treaties, the intention of peace, friendship and understanding, and that the purpose of this Agreement is to outline, maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.

### 1.02 Term of Collective Agreement

This Collective Agreement will be binding and remain in effect from the date of ratification through to March 31, 2026, and will continue from year to year thereafter except as otherwise provided in this Article.

1.03 If notice to amend this Agreement has been given by either Party in accordance with the Alberta *Labour Relations Code*, this Agreement will continue in full force and effect during the period of negotiations and will only cease when a new Agreement is ratified by both Parties or a strike or lockout commences in accordance with the Code.

### 1.04 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement and will be outlined in a Letter of Understanding or Memorandum of Understanding which will be appended to this Agreement.

## ARTICLE 2 – DEFINITIONS

2.01 “Employer” is the Centre of Hope Non-Profit Society of Fort McMurray.

2.02 “Union” is the Canadian Union of Public Employees, Local 2157.

2.03 “Employee” is any person employed by the Employer in one of the positions listed in Schedule A.

- 2.04 A “Full-time Employee” is an employee occupying a position listed in Schedule A who has successfully completed the probationary period and who works a regular full-time work schedule of twenty-five (25) to forty (40) hours per week.
- 2.05 A “Part-time Employee” is an employee occupying a position listed in Schedule A who has successfully completed the probationary period and who regularly works less than the normal work week of the Full-time Employee and who works less than twenty-five (25) hours a week.
- 2.06 A “Casual Employee” is an employee who is employed on a consensual call-in basis for available work.
- 2.07 A “Student Employee” will mean a person who is employed by the Employer and is also a student of an educational institution and does not work as a Full-time, Part-time, Casual or Temporary Employee. The duties of a Student Employee will be outlined by the governing educational institution. The employment of a Student Employee will not result in the layoff or reduction of hours of any Permanent Employee or the termination of a Probationary Employee nor will a Permanent Employee, Temporary Employee or Casual Employee who is qualified and able to perform the required work be laid off while a Student Employee is employed by the Employer to perform that work.
- 2.08 A “Probationary Employee” is an employee who has not successfully completed the requirements of the probationary period pursuant to Article 13.
- 2.09 “Union Representative” will mean a representative as designated by CUPE Local 2157 and may include “shop stewards”, elected Executive members, or a CUPE National Representative.

### **ARTICLE 3 – UNION RECOGNITION, SECURITY AND REPRESENTATION**

#### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees, and its Local 2157 as the sole Bargaining Agent for all employees as set out in Certificate Number C2129-2023 issued by the Alberta Labour Relations Board and any amendments thereto. The Employer hereby consents and agrees to negotiate only with the Union or any of its authorized Representatives or committees concerning all matters arising from this Collective Agreement.

### 3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit will not work on any jobs which are included in the Bargaining Unit which reduce any paid time of Bargaining Unit Employees, or in cases of emergency or mutually agreed upon in writing by the Parties.

### 3.03 Union Dues Deduction and Remittance

- (a) The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement. Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than ten (10) days after the deductions have been made.
- (b) Along with the deductions, the Employer will provide:
  - (i) A completed Union dues remittance form, supplied by the Union, and
  - (ii) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual) and if the employee is on a leave of absence, the nature of the leave, classification/job title, work location, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail, regular earnings, hours worked, and dues deducted.
  - (iii) The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

### 3.04 Bargaining Committee

- (a) A Bargaining Committee will be appointed or elected by the Union and will consist of a minimum of three (3) members of the Union, or an equal number to that of the Employer representatives, whichever is greater, and a spokesperson appointed by the Union.
- (b) The number of members may be increased or decreased by mutual agreement between the Employer and the Union.
- (c) The Parties will advise the other Party of their nominees to the Bargaining Committee in writing.

### 3.05 Union Representatives

The direct Union Representative contacts for the Centre of Hope will be the Unit Vice President – Centre of Hope, the Local President and the assigned CUPE National Representative. The Union will notify the Employer in writing of the name of each Union Representative. The final decision on any matter will be made by the President or their designate, in writing.

### 3.06 Union Orientation Sessions

A Union Representative, designated by the Union, will acquaint new employees with the structure, benefits, and duties of Union membership. A maximum of sixty (60) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

### 3.07 Access to Work Site

A Representative designated by the Union will be given access to work sites when dealing or negotiating with the Employer or to meet with employees covered by this Agreement during their meal and other scheduled breaks, whether paid or unpaid. The Union will notify the Employer in advance of the meetings and these meetings will not be unreasonably denied by the Employer.

### 3.08 Copies of the Collective Agreement

The Collective Agreement will be made readily available to all employees in digital format and will be posted on the Employer's website.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

### 4.01 Management Rights

The Union recognizes and agrees with the Employer's commitment to serve our community's most vulnerable individuals. The Union recognizes and agrees that the Employer will retain and exercise all management functions, duties and responsibilities.

## **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

5.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, slow down or disruption of work, and the Employer agrees that there will be no lockout, in accordance with the Alberta *Labour Relations Code* and any other provincial law, regulation or legislation.



## **ARTICLE 6 – NO HARASSMENT OR DISCRIMINATION**

### 6.01 No Discrimination

The Employer and the Union agree that all employees will be protected against discrimination respecting their human rights and employment in all matters including, but not limited to, affiliation, activity or membership in the Union, or a professional association, political belief; criminal conviction, except where it relates to bona fide employment qualifications; any association with others similarly protected; or any other prohibition of the *Alberta Human Rights Act*.

## **ARTICLE 7 – OFFICIAL WRITTEN CORRESPONDENCE**

7.01 All official written correspondence between the Parties arising out of this Agreement will pass between the Executive Director of the Employer and the President of the Local Union and the Centre of Hope Unit Vice President.

## **ARTICLE 8 – LABOUR MANAGEMENT RELATIONS**

8.01 The Parties agree to communicate and meet as necessary to resolve disputes and discuss items or issues.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### 9.01 Definition of Grievance

- (a) A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement, policy, law, regulation and/or statute, or a case where the Employer has acted unjustly, improperly, or unreasonably.
- (b) Grievances will be either:
  - (i) Individual – relating to, or affecting, a specific employee, or employees individually, or;
  - (ii) Group – relating to, or affecting, two (2) or more employees, or;
  - (ii) Policy – relating to a question of general application or interpretation of this Collective Agreement.

- (1) Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

9.02 Union Representatives and grievors will be entitled to leave their work during working hours to attend grievance meetings with the Employer. Time spent at these meetings will be considered time worked.

Union Representatives will be entitled to leave their work during working hours in order to carry out their functions under this Agreement.

Permission to leave work during working hours for these purposes will first be obtained from the immediate supervisor and permission will not be unreasonably withheld. In the event that the Employer is unable to release a Union Representative or grievor, the Employer will reschedule the meeting, or provide an alternate time to the Union Representative for when they can conduct their Union functions.

### 9.03 Grievance Procedure

An earnest effort will be made to settle grievances fairly and promptly in the following manner:

#### **Step 1 – Informal**

The Parties agree to encourage resolving issues through informal means. The employee and a Union Representative will, within fourteen (14) days of the time the employee became aware of an event giving rise to a grievance of an individual nature, meet informally with the employee's direct Supervisor in an attempt to resolve the grievance.

If this informal step is used and no resolution is achieved, the Union may proceed with a formal grievance, as outlined below, no later than thirty (30) days from the date the employee and the Union Representative met with their Supervisor.

#### **Step 2**

Failing satisfactory settlement at the Informal Step, no later than thirty (30) days from the date the employee met with their Supervisor, the Union Representative will submit to the Executive Director a written statement of the particulars of the grievance and the redress sought.

The Executive Director will schedule a meeting to hear the grievance and render their decision within fourteen (14) days after receipt of the grievance.

### **Step 3**

Failing settlement being reached in Step 2, within fourteen (14) days of receipt of the Employer's written decision, or if no decision is received, the deadline the written decision was to be received by the Union, the Union Representative will submit the written grievance to the Board President, who will schedule a meeting to hear the grievance and render their decision within fourteen (14) days after receipt of the grievance.

### **Step 4**

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration in accordance with Article 10 within forty-five (45) days of receipt of the Employer's written decision, or if no decision is received, the deadline for the written decision was to be received by the Union.

#### **9.04 Meetings and Replies in Writing**

The Employer's representative for each step of the formal grievance procedure will be required to meet with the Union Representative and the grievor, if the grievor desires, to hear the grievance arguments. Written reasons for the Employer's decision will be issued to the Union.

#### **9.05 Meeting Rooms for Grievances**

In order to facilitate an orderly and confidential investigation of grievances, the Employer will make available the temporary use of a private office or similar facility. The Employer will also supply the necessary facilities for the grievance meetings.

#### **9.06 Grievance Mediation**

By mutual consent, the Parties may agree to use the services of a Mediator. If the Parties cannot agree on a Mediator, either Party may apply to Alberta Mediation Services to have a mediator appointed.

Each Party will pay one-half (½) of the fees and expenses of the Mediator.

#### **9.07 Failure to Act Within Time Limits**

- (a) If a Party fails to process a grievance within the time limits specified, the grievance will move to the next step of the grievance procedure.
- (d) Time limits may be extended by mutual agreement in writing between the Parties. All time limits in this Article are directory and intended to enable timely resolution of disputes.

#### 9.08 Interference in the Grievance Procedure

After a grievance has been initiated, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee(s), without the consent of the Union. The burden of proof will rest with the Union. Violation of this section will result in the grievance being allowed.

### **ARTICLE 10 – ARBITRATION PROCEDURE**

#### 10.01 Referral to Arbitration

When either Party requests that a grievance be submitted to arbitration, the request will be made by email to the other Party of the Collective Agreement, indicating the name of its nominee as arbitrator.

10.02 If the Parties cannot agree on an arbitrator within thirty (30) days after receiving the request, the appointment will be made by the Director of Mediation Services upon request of either Party.

10.03 Each Party will pay one-half ( $\frac{1}{2}$ ) of the fees and expenses of the arbitrator.

10.04 At any stage of the grievance or arbitration procedure, the Parties will have the assistance and cooperation of the Employer or employees involved and any necessary witnesses. All reasonable arrangements will be made to permit the conferring Parties or arbitrator to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance. The Union and Employer agree that, on request, all information relevant to the disputed decision/action or the settlement of a grievance will be made available.

### **ARTICLE 11 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS**

#### 11.01 Principle of Innocence

The Employer and the Union agree to adhere to the principle of progressive discipline. Any employee may be dismissed or suspended, but only for just cause. In cases of suspension or dismissal, proof of just cause will rest with the Employer.

#### 11.02 Discipline

(a) The Union will be invited to all meetings of a disciplinary nature, or investigation meetings which may lead to discipline. The Employer will

ensure that sufficient notice is given to the Union to ensure representation at the meeting.

- (b) All discipline will be issued in writing to the employee(s), with a copy to the Union.

#### 11.03 Disciplinary Record

The record of disciplinary action against an employee will be removed from the employee's personnel file and will not be used against them at any time after twelve (12) months following the date of the disciplinary action.

#### 11.04 Access to Personnel File

An employee, or a Union Representative with the written authority of an employee, will have the right, during normal business hours of the Administration Office, to have access to a copy of and review their personnel file. The employee and the Union Representative are entitled to receive a copy of the personnel file at no charge if requested.

An employee will have the right to respond in writing to any document contained therein. Written replies will become part of the employee's personnel record, and will be removed in accordance with Clause 11.03, if applicable, or at the request of the employee.

There will be no duplicate copies of personnel files.

#### 11.05 Political Action

No employee will be disciplined for participating in action(s) called for or endorsed by the Canadian Labour Congress, its affiliates or subordinate bodies.

#### 11.06 Workplace Surveillance

The Parties agree that surveillance equipment in the workplace will be primarily used for the purposes of ensuring the security of Employer assets and employee safety.

Surveillance equipment will not be used for the purpose of regular, ongoing or intermittent monitoring of employees in the workplace.

### 11.07 Performance Appraisals

Team Leads will do a performance appraisal annually for each employee. The purpose of performance appraisals is for employee development and growth and constructive review of employee performance. The performance appraisal will be part of the employee's personnel file, as well as any responses to the evaluation provided in writing by the employee.

## **ARTICLE 12 – SENIORITY**

### 12.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the Bargaining Unit. Seniority will be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior employee can meet the minimum qualifications and skills of the job. Seniority will operate on a Bargaining Unit-wide basis.

### 12.02 Seniority Lists

The Employer will maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list will be sent to the Union and posted on all bulletin boards in January and June of each year.

The Union will have four (4) calendar weeks to review the list and submit any changes otherwise the list will remain as is and not be subject to grievance or arbitration.

An updated seniority list will be supplied to the Union by the Employer on or before a notice of layoff.

Employees will accumulate seniority based on their service in the Bargaining Unit from the last date of hire, including all previous service before Certification.

An employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 13.

Employees on protected leaves of absence will continue to accrue seniority.

### 12.03 Loss of Seniority

An employee will not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

An employee will only lose their seniority in the event:

- (a) They are discharged for just cause and are not reinstated.
- (b) They resign and do not rescind their resignation within two (2) days of providing notice to the Employer.
- (c) They are laid off for more than the layoff period indicated in Article 15.

## **ARTICLE 13 – PROBATIONARY EMPLOYEES**

### **13.01 Probationary Employees**

- (a) Newly hired employees will be considered on a probationary basis for a period of four hundred and eighty (480) hours, or a maximum of six (6) calendar months.
- (b) During the probationary period, employees will be entitled to all rights and privileges of this Agreement unless otherwise specified.
- (c) The Employer, with the agreement of the Union, may extend the probationary period of an employee for up to an additional four hundred and eighty (480) hours, or a maximum of six (6) calendar months. The Employer will provide a written plan for support and training for the extension period to the Union and the employee, and clearly outline the areas in which the employee needs to improve and how the Employer will support the employee.
- (d) After completion of the probationary period, an employee will be credited their seniority effective from the original date of employment.

## **ARTICLE 14 – POSTING OF POSITIONS**

### **14.01 Job Postings**

- (a) When a vacancy occurs or a new position is created within the Bargaining Unit, within five (5) days of the vacancy, the Employer will post a notice on the Employer's main bulletin boards and send it by email to all employees or employee group emails with a copy to the Union.
- (b) Job posting notices will contain the job description, hours of work, location of work and the rate of pay applicable.

- (c) The position will be posted internally for a minimum period of five (5) calendar days so that interested employees can apply. If there are no interested or suitable applicants, the Employer will post the vacancy externally. Postings may occur simultaneously.

#### 14.02 Selection

- (a) Bargaining Unit Employees will be eligible to apply for job postings by submitting a written application as directed on the posting.
- (b) Applications from Bargaining Unit Employees will be considered before external candidates.
- (c) Where two (2) or more applicants for a job posting meet the minimum qualifications on the posting, seniority will be the deciding factor.

#### 14.03 Temporary Vacancies

A temporary vacancy that occurs for more than ninety (90) days will be posted stating that the position is limited and will indicate the estimated duration of the temporary vacancy. In any event, the limited job will not exceed eighteen (18) months, unless otherwise agreed to by the Employer and the Union. Upon termination of a temporary vacancy, the employee filling the vacancy will be returned to the classification and job location in which they last worked.

#### 14.04 Trial Period

- (a) An employee changing positions will be placed on a trial period of three (3) calendar months. Conditional on satisfactory service, such trial promotion will become permanent after the period of three (3) calendar months. If there are concerns regarding an employee's performance, the Employer will discuss with the employee and the Union, and offer support and assistance if appropriate.
- (b) If the successful applicant proves unsatisfactory in the position during the trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they will be returned to their former position and wage rate without loss. Any other employee promoted or transferred because of the rearrangement of positions will also be returned to their former position and wage rate without loss of seniority.
- (c) An employee deemed unsatisfactory in the trial period by the Employer will have the right to grieve.
- (d) When an employee is promoted to a position that has a higher wage rate, the promoted employee will be placed in the wage rate at the same



increment placement as their previous position. When an employee is successful in a position that has a lower rate of pay, the employee will be placed in the wage rate that has the lowest reduction from their previous rate of pay.

#### 14.05 Assignments

- (a) When the Employer assigns an employee to perform a position with a higher wage rate for any period of time, the employee will be paid the higher wage rate.
- (b) When the Employer assigns an employee to perform a position with a lower wage rate, the employee will be paid their regular wage rate.

#### 14.06 New or Changed Positions

When the Employer creates a new position or an existing position is changed or reclassified, the Employer will set a wage rate for the position and immediately notify the Union. If this wage rate is acceptable to the Union, it will become the wage rate for the job. If the wage rate is not acceptable to the Union, the Union will advise the Employer and negotiations will then take place between the Parties in an effort to establish a wage rate, which is mutually satisfactory. If the Parties are unable to reach an agreement, the matter will be submitted to arbitration.

#### 14.07 Union Notification

The Union will be notified of all appointments, hirings, layoffs, recalls and terminations of employment. Notices of appointments will also be posted. The Union will be supplied with a copy of each posting.

### **ARTICLE 15 – LAYOFFS AND RECALLS**

#### 15.01 Definition of Layoff

A layoff will be defined as a temporary or permanent:

- (a) lack of work,
- (b) reduction in the workforce, or
- (c) a reduction in the regular hours of work as defined in this Agreement.

## 15.02 Layoff Notice

- (a) In the event of a layoff, the Employer will first meet with the Union to inform them of the layoffs including information on the positions and employees who are expected to be laid off. The Employer will also provide the Union with a current updated seniority list and a copy of any open positions in the Bargaining Unit.
- (b) Employees will be given notice of layoff or pay in lieu of notice of layoff as follows:
  - (i) One (1) week notice if the employee has been employed by the Employer for at least ninety (90) days but less than two (2) years;
  - (ii) Two (2) weeks' notice if the employee has been employed by the Employer for at least two (2) years but less than four (4) years;
  - (iii) Four (4) weeks' notice if the employee has been employed by the Employer for at least four (4) years but less than six (6) years;
  - (iv) Five (5) weeks' notice if the employee has been employed by the Employer for at least six (6) years but less than eight (8) years;
  - (v) Six (6) weeks' notice if the employee has been employed by the Employer for at least eight (8) years but less than ten (10) years;
  - (vi) Eight (8) weeks' notice if the employee has been employed by the Employer for ten (10) years or more.
- (c) Payments In lieu of notice under this Clause will be paid on the last working day. Upon request, the payment can be made to an RRSP as directed by the employee.

## 15.03 Layoff Procedure

- (a) Employees will be laid off in reverse order of their seniority by job classification.
- (b) Temporary and Student Employees in the same work area who do the same or similar work as the employee(s) subject to layoff will be terminated before a Permanent Employee is laid off.
- (c) When layoffs occur, the employee(s) occupying the position(s) affected will have the right to:
  - (i) accept the layoff and be placed on the recall list, or,

- (ii) accept a permanent layoff and be paid severance pay, or,
  - (iii) accept an open position with the Employer, or,
  - (iv) be entitled to exercise their seniority to bump a less senior employee;  
providing they have the minimum qualifications to perform the work of the position they chose to select or bump into.
- (d) The employee must be able to perform the job within a reasonable period of orientation, not to exceed three (3) calendar months.
- (e) If an employee is placed into a position through any of the procedures above, the job posting provisions of Clause 14.01 will not apply.

#### 15.04 Recall Procedure

- (a) An employee who is laid off and:
- (i) does not have a position with the Employer that is the same or similar hours of work and/or rate of pay;
  - (ii) has not accepted severance,
- will be eligible to be on the recall list for a period of thirty-six (36) months.
- (b) Employees will be recalled in the order of their seniority providing they meet the minimum qualifications for the work.
- (c) No new employee will be hired until those laid off have been given an opportunity for re-employment.
- (d) Employees will not lose recall rights if they refuse a temporary position.
- (e) Employees who are laid off and subsequently recalled within thirty-six (36) months will maintain their original start date.

15.05 The Employer will maintain a recall list(s) for all employees on recall and will provide the list(s) to the Union and updates when there are employees on recall.

15.06 An employee who is laid off and chooses to take a position with the Employer in order to continue employment will have the first right to return to their former position if it becomes available.

15.07 Benefits coverage will be extended for sixty (60) days after an employee is placed on the recall list. The cost of the benefits will be shared between the Employer and the employee.

15.08 The Employer will provide casual work to laid off employees in order of seniority, providing they are qualified to perform the work.

A laid off employee may refuse an offer of casual work without adversely affecting their recall status.

## **ARTICLE 16 – PAYMENT OF WAGES**

### 16.01 Pay Days

The Employer will pay salaries/wages bi-weekly on Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each employee will be provided with an itemized statement of their salary/wages, overtime and other supplementary pay and deductions.

### 16.02 Payroll Error

- (a) A payroll error, made by the Employer, resulting in underpayment of one (1) full shift or less will be rectified by the Employer on the next pay cycle after the Employer is notified. Payroll errors made by employees will be rectified on the next pay cycle.
- (b) Payroll errors made by the Employer of more than one full shift will be rectified as soon as reasonably practicable, and may be issued as a physical cheque.
- (c) The Union will be notified when Employer payroll errors are for more than three (3) full shifts or affect multiple employees at one time.

### 16.03 Recovery of Overpayments

Where an employee has been overpaid, the Employer will recover the amount of overpayment made in the previous six (6) months from the employee's wages using the following procedure:

- (a) The Employer will meet with the employee and a Union Representative to confirm in writing:
  - (i) The calculation of the amount of overpayment; and
  - (ii) How the overpayment will be recovered from the employee's pay;

- (iii) If the overpayment is recovered by installments deducted from the employee's pay, the deductions will not reduce the employee's normal weekly earnings below eighty-five percent (85%), unless the employee expressly wishes to repay the overpayment at a higher rate of deduction.
- (b) Where the pay level for a position in a letter of offer is incorrect, the overpayment will be absorbed by the Employer and corrected on a go-forward basis.

## **ARTICLE 17 – HOURS OF WORK**

### **17.01 Normal Hours of Work**

- (a) Regular hours of work for full-time Permanent Supportive Housing Support Staff will be twelve (12) hours per day, and eighty-four (84) hours bi-weekly.
- (b) Regular hours of work for Full-time Employees in classifications other than Permanent Supportive Housing Support Staff will be eight (8) hours a day, and forty (40) hours per week, Monday to Sunday. Weekend work will be evenly divided between employees within the appropriate program.

Employees will be provided with consecutive days off wherever possible. Shift schedules with only one (1) day off between shifts will only be approved with the agreement of the Employer, employee, and the Union.

### **17.02 Work Schedule**

Shift Work Defined:

Day shifts are defined as those shifts where the major portion of the hours worked are between 0700 hrs and 1900 hrs.

Night shifts are those shifts where the major portion of the hours worked are between 1900 hrs and 0700 hrs. of the following day.

The regular schedule will provide no more than five (5) consecutive days of work without time off.

### **17.03 Meal Period and Rest Periods**

One (1) paid meal period of one (1) hour will be scheduled for each employee working a shift of five (5) hours or more.

One (1) paid rest period of fifteen (15) minutes will be allowed to an employee for every four (4) hours of work.

Employees who are unable to take their breaks will either be paid at the overtime rates or be able to bank lieu time as per Article 18.

#### 17.04 Notice of Schedule

The hours of work of each employee will be posted at least two (2) weeks in advance. The schedule will not be changed without the consent of the employee involved and the Union.

#### 17.05 Shift Length and Time Between Shifts

- (a) No shift will be less than four (4) hours or more than twelve (12) hours.
- (b) There will be no split shifts.
- (c) There will be a minimum of eight (8) hours off between shifts. If an employee has worked overtime that will put them in violation of this clause, the employee may choose either:
  - (i) To work the regular time of the next shift at the overtime rate, or,
  - (ii) Start work at the time allowing twelve (12) consecutive hours off, with any regular shift time missed paid at the regular rate.

### **ARTICLE 18 – OVERTIME**

#### 18.01 Definition (Overtime)

All time worked outside the normal workday, the normal work week, on a day of rest, or a holiday will be considered as overtime.

Overtime work will be paid or be given as lieu time at no less than time and one half (1½) of the employee's regular rate of pay unless a higher rate is specifically stated, then the overtime will apply to that rate.

18.02 No employee will be required to work overtime.

#### 18.03 Overtime Opportunities

Overtime opportunities will be offered and divided equally to employees who are willing and qualified to perform the available work from the program. The

Employer will document calls or requests to employees to work overtime, and whether the employee agreed or declined.

#### 18.04 Reporting Pay

An employee reporting for work on their regular shift will be paid their regular rate of pay for the period worked, with a minimum of three (3) hours of pay.

#### 18.05 Standby Pay

Standby opportunities will be divided equally among the employees who are willing and qualified to perform the available work. Where the Employer requires an employee to be available on standby during off-duty hours, the employee will be entitled to eight (8) hours of lieu time to be used within three (3) months. Standby may be performed by out of scope staff and this will not be considered a breach of this Agreement.

The Employer will provide a cellular phone for Stand-by.

18.06 The Employer will designate, based on program funding agreements, where overtime will be paid or be given in lieu time.

18.07 There will be no reduction of regular hours to equalize any overtime which the employee has worked.

### **ARTICLE 19 – PAID HOLIDAYS**

#### 19.01 Paid Holidays

The Employer recognizes the following as Paid Holidays:

- (a) New Year's Day – January
- (b) Family Day – February
- (c) Good Friday – March/April
- (d) Easter Monday – March/April
- (e) Victoria Day – May
- (g) Canada Day – July 1
- (h) Civic Holiday – August
- (i) Labour Day – September
- (j) National Day for Truth and Reconciliation – September 30
- (k) Thanksgiving Day – October
- (l) Remembrance Day – November 11
- (m) Christmas Day – December 25
- (n) Boxing Day – December 26

And any other day proclaimed or announced by the Federal, Provincial or Municipal Government, or any legislation will be recognized by the Employer as a Paid Holiday.

#### 19.02 Cultural Holidays

In recognition of the Parties' commitment to multiculturalism, and recognizing the cultural diversity amongst the staff, the Employer and Union agree that every effort will be made to accommodate cultural holidays for employees at their request.

#### 19.03 Holiday Qualifications

In order to be entitled to receive payment for these Paid Holidays, the employee must work their regular scheduled working day immediately preceding and following the Paid Holiday unless on a leave of absence or absent due to illness.

#### 19.04 Payment for Paid Holidays

An employee who is required to work on any of the above-named Paid Holidays will receive pay at the rate of time and one-half times (1½x) the employee's regular hourly rate for every hour worked on the Paid Holiday and the employee will be granted an alternate day off with pay at the regular wage rate (lieu day) at a mutually agreeable time.

Payment for the lieu day will be based upon the entitlement the employee received for the Paid Holiday at straight-time hourly rates.

Paid Holiday pay is payable for the entire shift where any part of the shift is worked on the Paid Holiday.

#### 19.05 Paid Holidays on Days Off

When any of the above noted Paid Holidays fall on an employee's scheduled day off, the employee will receive another day off with pay at a time mutually agreed upon between the employee and the Employer, or by mutual agreement, a day's pay in lieu thereof.

#### 19.06 Paid Holidays During Vacation or Leave

If a Paid Holiday falls or is observed during an employee's vacation period the employee will be granted an additional day's vacation with pay for each Paid Holiday, in addition to their regular vacation time. If a Paid Holiday falls or is observed during an employee's authorized leave period, that day will count as a Paid Holiday and not as a day of leave.



## ARTICLE 20 – VACATION

### 20.01 Length of Vacation

Every Permanent Employee will be entitled to an annual vacation or payment in lieu thereof, based on the date of permanent hire, as follows:

- (a) An employee with less than one (1) year of service in any calendar year will be allowed paid vacation at the rate of one (1) day for each complete month of service, to a maximum of ten (10) days or four percent (4%) of gross earnings.
- (b) An employee will be allowed three (3) weeks paid vacation (or six percent (6%) of gross earnings) in the calendar year when their first (1<sup>st</sup>) anniversary falls.
- (c) An employee will be allowed four (4) weeks paid vacation (or eight percent (8%) of gross earnings) in the calendar year in which their fifth (5<sup>th</sup>) anniversary falls.
- (d) An employee will be allowed five (5) weeks paid vacation (or ten percent (10%) of gross earnings) in the calendar year in which their tenth (10<sup>th</sup>) anniversary falls.

### 20.02 Vacation Scheduling

Preference of scheduling for vacation will be based on seniority and, in the case of equal seniority, the first submitted will be given preference.

An employee may request a maximum of two (2) weeks off during the peak summer season, June 1<sup>st</sup> to September 1<sup>st</sup> and December 15<sup>th</sup> to January 15<sup>th</sup>.

Employees will not be scheduled for their vacation time off by the Employer unless the employee has not submitted vacation requests.

The Employer will respond in writing with approvals or denials to vacation requests within fourteen (14) calendar days from the date of submission. Approval or denial will be based on the specific Program's workforce requirements.

### 20.03 Approved Leave of Absence During Vacation

Where an employee qualified for sick leave, bereavement, or any other approved leave during their period of vacation, there will be no deduction from vacation credits for such absence. The period of vacation so displaced will either be added to the vacation period or reinstated for use at a later date, at the employee's option.

### 20.04 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have had their vacation will be entitled to a proportionate payment of salary or wages in lieu of vacation.

## **ARTICLE 21 – SICK LEAVE**

21.01 Each Permanent Full-time Employee will be entitled, from the first day of employment, to six (6) sick days on April 1<sup>st</sup> and on October 1<sup>st</sup>. Employees hired after April 1<sup>st</sup> or October 1<sup>st</sup>, will be entitled to one (1) day per month left in that six (6) month period.

21.02 All permanent Part-time Employees will be entitled to the sick leave credits on a prorated basis, based on their regular full-time equivalent (FTE).

21.03 There will be no carryover of sick leave from the six (6) month period ending September 30<sup>th</sup> and March 31<sup>st</sup>.

21.04 The Employer may require a note from a medical doctor to help understand extended leaves, validate the reason for leave, understand limitations and modified work opportunities. Examples may include, but are not limited to, leaves for three (3) or more days, frequent leaves, or situations where the Employer requires more information to understand the nature of the leave. The Employer may adjust an employee's schedule to accommodate ongoing appointments or family leave provisions.

21.05 Illnesses or injuries covered by the Workers Compensation Board (WCB) are not covered by sick leave.

### 21.06 Notification to Employer

Employees who may be absent from duty due to illness or injury, will notify the immediate supervisor or designate as soon as possible, prior to the commencement of the scheduled shift whenever possible.

## ARTICLE 22 – LEAVES OF ABSENCE

### 22.01 Leaves

Employees are entitled to leaves of absence in accordance with Employer policy and the Alberta *Employment Standards Code*, with respect to applicable statutory job-protected leaves, including but not limited to:

- (a) Citizenship ceremony
- (b) Compassionate care
- (c) Critical illness
- (d) Death or disappearance of a child
- (e) Domestic violence
- (f) Long-term illness and injury
- (g) Birth (Maternity) and Parental
- (h) Personal and family responsibility
- (i) Reservist

### 22.02 Bereavement Leave

- (a) For clarity, the foregoing is inclusive of step and in-law relations and relations regardless of gender.
- (b) An employee will be granted three (3) workdays leave with pay and benefits for the purpose of bereavement in the death of any of the following relations of the employee or their partners:
  - (i) parent, stepparent, or guardian
  - (ii) current partner,
  - (iii) siblings, including stepsiblings,
  - (iv) child, foster, legal ward or stepchildren,
  - (v) loss of pregnancy
  - (vi) a parent of the employee's minor or disabled children,

- (vii) a sibling's child or children,
  - (viii) parent's sibling(s)
  - (ix) sibling-in-law
  - (x) child-in-law,
  - (xi) grandchild, including great-grandchild,
  - (xii) grandparent, including great-grandparents,
  - (xiii) a person the employee considers to be like a family at the discretion of the employee and the Employer.
- (c) The leave will be taken:
- (i) on regularly scheduled consecutive workdays immediately following the death, or
  - (ii) the employee may use one (1) or more days immediately following the death and the remaining days to attend a funeral, burial, memorial service, or celebration of life scheduled at a later date.
- (d) Consideration will be given to providing reasonable travelling time for travel to a maximum of:
- (i) two (2) days with pay outside the province.
  - (ii) additional days without pay, or the ability to use vacation leave will not be withheld for employees who travel outside of the country for bereavement leave.

### 22.03 Elections

- (a) The Employer will grant, on written request, leave of absence without pay for employees to seek election in a municipal, provincial, federal, First Nation or other Indigenous election, for a maximum period of ninety (90) days.
- (b) Any employee eligible to vote in a federal, provincial, municipal, First Nation or other Indigenous election or a referendum will have four (4) consecutive clear hours of paid leave during the hours in which the polls are open in which to cast their ballot.

- (c) Employees elected to a public office will be provided an unpaid leave of absence for two (2) years, which may be extended in the event of re-election.

#### 22.04 Jury Duty and Court Attendance

The Employer will continue to pay the normal salary of any employee required to attend court proceedings because of Jury Duty or as a subpoenaed witness. Any reimbursement received by the employee for court attendance will be given to the Employer.

#### 22.05 Union Leave

- (a) Union Leave will be granted for:
  - (i) An employee elected, selected, or appointed as a delegate to Union conventions, seminars, or training sessions.
  - (ii) An employee elected, selected, or appointed to be a full-time or part-time official of the Local Union.
  - (iii) An employee elected to a full-time position in a National or Provincial Labour Organization to which the Local Union is affiliated or chartered, for a period of up to two (2) years and extended in the event of re-election.
  - (iv) Full-time duties with CUPE National for a period of time and extended with application to the Employer.
- (b) Union Leaves of absence in this Clause will be granted with at least seven (7) calendar days written notice of the employee to the Employer. Where Union business is regularly scheduled or known in advance, the employee or Union will give written notice to the Employer as soon as they are aware. The Employer may waive any portion of the notice period.
- (c) Employees on short-term Union Leave will continue to accrue seniority, sick leave credits, vacation credits, and any other accrual as if they were regularly at work.

Employees on Union leave for longer than six (6) months full time, other than a booked off Union Representative for the Local Union, will have the time count for their entitlements for vacation leave.

- (d) Employees returning from Union Leave will return to their former position, or an equivalent position if their position no longer exists.

- (e) The Employer will continue to pay the full wages and benefits of the employee on leave in this Clause and will be reimbursed by the Union upon the Employer providing a full invoice of the cost to the Union.

#### 22.06 Unpaid Leave of Absence

Any employee may apply for and receive a leave of absence without pay for personal reasons other than illness. The employee must give at least one (1) month's notice. The Employer will make every effort to comply with an employee's request for such leave. The response of the Employer will be given in writing; if refused, the reasons for the refusal must be stated.

Such leave will not affect any parenting entitlements, sick leave credits, vacation or seniority that has accumulated before the leave.

However, vacation entitlements, sick leave credits and seniority will not accumulate during unpaid leave. Medical, dental and other insurance coverage under this Agreement will continue if the employee pays the full premium for such coverage.

If payment is not received from the employee within thirty (30) days of being notified of the amount, the coverage will be terminated.

### **ARTICLE 23 – EMPLOYEE BENEFITS**

#### 23.01 Disclosure of Information

The Union will be provided with a current copy of the master policy of all insured benefits. The Employer will provide a brochure describing all benefit plans to all employees.

#### 23.02 Benefit Coverage

The Employer and the employee will each pay fifty percent (50%) of the cost of the following benefit plans for all employees and their dependants:

- (a) Alberta Blue Cross Group Policy #77796A, including Extended Health, Prescriptions, Life, AD&D, Vision and Dental.

#### 23.03 Employee and Family Assistance Program

Employees may access the online Employee and Family Assistance Program through the United Way, subject to its ongoing availability.

#### 23.04 Changes to Benefits

The Parties agree that the benefit plans may only be altered or amended by the mutual agreement of both Parties.

#### 23.05 Coverage for Dependents

Extended health and dental benefit coverage is extended to dependent children up to age twenty-five (25), who are enrolled full-time in post-secondary school, in accordance with the Plan.

### **ARTICLE 24 – WORK OF THE BARGAINING UNIT**

#### 24.01 No Contracting Out

The Employer will not contract out Bargaining Unit work; only employees hired according to the process specified in Article 14 – Job Postings may perform Bargaining Unit work.

#### 24.02 Employment Assistance Placements

The Employer will not use persons available through employment assistance programs to replace Bargaining Unit Employees. Students will work alongside employees.

#### 24.03 Volunteering

- (a) Volunteers will not be used to perform work of the Bargaining Unit.
- (b) The Employer must present all volunteer postings to the Union prior to advertising for the volunteer positions. The postings will outline very specifically the duties to be assigned to the volunteers. The role of the volunteer should be minimal and tailored to allow volunteers to get their required number of hours, or work experience, without compromising the integrity of the Bargaining Unit.
- (c) Volunteer hours provide substantial funding for the Centre of Hope. Employees will, when able, volunteer to ensure that the required hours of volunteering for the funding agreements are met. If the required hours are not met, the Employer may require employees to work a set amount of volunteer hours.

#### 24.04 Successorship

- (a) In the event that the operation/management, the Alberta Labour Relations Board determines that a common Employer or a form of government for the Centre of Hope changes from the current operation, or in the event a private company or society takes over the operation/management of between the Centre of Hope said Employers/management will maintain the entirety of this Collective Agreement unless the new working conditions/Collective Agreement is superior to the current Collective Agreement, then the merging agreement will apply. All employees will have their seniority, years of service, vacation, and sick leave benefits protected before the action takes place. All employees covered under this Collective Agreement will be retained in good standing.
- (b) In the event that the operation/management, the Alberta Labour Relations Board determines that a common Employer or a form of government for the Centre of Hope changes from the current operation, or in the event a private company or society takes over the operation/management of between the Centre of Hope, the Employer will notify the Union and the employees in writing at least one hundred and twenty (120) calendar days in advance.

### **ARTICLE 25 – HEALTH AND SAFETY**

25.01 The Parties recognize an employee's right to working conditions which show respect for their health, safety, and physical and psychological well-being.

The Union and the Employer will cooperate to promote and improve rules and practices which enhance the physiological and psychological conditions of employees, and which provide protections from factors that undermine employee health and safety.

As a result, all efforts will be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment.

#### 25.02 Joint Health and Safety Committee

A joint management and employees Health and Safety Committee will be established according to the *Alberta Occupational Health and Safety Act*, the committee will normally meet at least once a month.

25.03 The Bargaining Unit will have equal representation, preferably one (1) employee from each program, elected or selected by the Union, and as per the *Alberta Occupational Health and Safety Act* on the Joint Health and Safety Committee.



Relevant terms of reference will be developed by the committee, to be contained in a policy statement.

(a) Joint Health and Safety Committee Pay Provisions

Time spent by members of the Joint Health and Safety Committee in the course of their duties will be considered as time worked and will be paid for in accordance with the terms of this Agreement.

(b) Access to the Workplace

At the call of the Health and Safety Committee CUPE members or the local Union, health and safety advisors, consultants or specialists will be provided access to the workplace, or to make presentations or recommendations to the Health and Safety Committee.

(c) Copies of minutes of all committee meetings will be sent to the Employer and the Union and be made available to employees through Team Leads.

25.04 Union Notification

A Union member of the Health and Safety Committee will be notified, as promptly as possible, of any reported work-related accident(s), incident(s) or illness(s) that are work-related and require a committee investigation.

25.05 Working Alone

(a) Where an employee is required to work alone, the Employer will, in consultation with the health and safety committee and workers who are working alone, ensure that the Employer provides a means by which a worker who is working alone can obtain assistance in the event of injury or other circumstances that may endanger the health or safety of the worker.

25.06 Transportation to the nearest hospital or physician for employees requiring medical care as a result of an accident on the job will be at the expense of the Employer.

25.07 Personal Protective Equipment

(a) The Employer will provide all employees with the necessary personal protective equipment to ensure their health and safety at the worksite. The above items will be maintained and replaced at the Employer's expense.

(b) The Employer will provide training/instruction on the appropriate use and care of all such equipment.

- (c) An employee who is provided with approved and/or certified personal protective equipment will use such equipment and take reasonable steps to prevent damage to the personal protective equipment.

## **ARTICLE 26 – DUTY TO ACCOMMODATE**

26.01 It is recognized that the Employer, the Union, and the affected employee(s) have a duty, subject to such exceptions as set out in the *Alberta Human Rights Act*, to accommodate employees for all protected grounds cooperatively and reasonably to the point of undue hardship. The goal of accommodation is to recognize employees' capabilities and to remove barriers to returning to work or remaining at work.

26.02 Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union and the employee.

## **ARTICLE 27 – FEES, ALLOWANCES, CLOTHING AND EQUIPMENT**

### 27.01 Work-Related Travel

Employees who are required to travel for work-related activities will be paid as follows, upon production of a receipt, unless otherwise noted:

- (a) When employees are required by the Employer to use their own vehicles in the performance of their duties, they will be reimbursed for all distance driven for Employer business purposes at the rate by the funding agency.
- (b) The Employer will reimburse employees in respect of obtaining insurance for the use of personal vehicles in the performance of duties for the Employer ("business insurance") up to the amount provided by the funding agency.
- (c) When calculating the distance where a trip begins at home, the distance charged will be lesser of from home or office to the designated location.
- (d) Parking charges.
- (e) Travel via public transportation, such as airfare or bus fare, unless booked by the Employer.
- (f) Hotel accommodations

- (i) Where an employee stays in private accommodations (such as a friend or family's home), the Employer will reimburse the employee ten dollars (\$10.00) per night, and no receipt will be required.
- (g) Meal allowance will be paid to a maximum as follows:
  - (i) Breakfast \$15.00
  - (ii) Lunch \$20.00
  - (iii) Supper \$25.00
  - (iv) To a maximum of \$60.00 per day, excluding alcoholic beverages.
- (h) Employees will submit an expense voucher with all receipts to the Employer within thirty (30) days of returning from travel.

#### 27.02 Professional Fees

The Employer will reimburse eligible employees for associated professional or licensing fees that employees are required to pay by either statute or the Employer. The fees will be remitted directly to the licensing body or professional organization where possible.

#### 27.03 Education

- (a) The Employer agrees to pay all costs associated with training or courses required by the Employer.
- (b) No employee will suffer loss of wages or benefits while participating in such training or courses.
- (c) In-service education, workshops and seminars will be provided within normal working hours whenever possible.
- (d) The Employer will provide in a suitable location such reference materials as may be required in relation to maintaining up-to-date knowledge.
- (e) Where an employee's attendance is required at an in-service, seminar or workshop, outside normal working hours, the employee will be paid in accordance with the Collective Agreement.
- (f) No employee will suffer loss of pay or incur costs while writing examinations or tests required by the Employer.

27.04 Equipment and Tools

The Employer will supply all tools and equipment required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tool. Employees will report a lost or stolen tool to the Employer.

**ARTICLE 28 – WAGE REOPENER**

28.01 The Employer will attempt, through application to funding bodies, to increase the funding to the programs to allow for wage increases that are equivalent to the Consumer Price Index (inflation) for Alberta in the year previous. The Employer will share their requests for additional or increased funding with the Union.

28.02 Any other increased funding obtained by the Employer, regardless of the time of year, will be presented to the Union within thirty (30) days of receipt to discuss and negotiate disbursement to employees as wage increases or other monetary benefits, unless distinctly prescribed in the funding agreement.

The Parties will discuss the possible implementation of an RRSP if future funding agreements allow.

28.03 The funding in this Article is defined as long-term, sustainable, non-restricted funding, and is not meant to be unduly onerous for Employer reporting. The Parties agree that large donations that are not specifically directed to patrons or programs will be discussed.

28.04 Funding Reductions

If funding reductions occur, the Parties will meet to discuss, negotiate, and strategize how the reductions will be implemented or applied. These discussions may result in the reduction of employees, program(s), or direct employee benefits. The decision of implementation of funding reductions lies with the Employer.

Dated Sep 9, 2024

**The Centre Of Hope  
Non-Profit Society of Fort McMurray**



Board Chair – Hope Ellis



Executive Director – Rosie Keating

**Canadian Union Of Public Employees  
Local 2157**



Lise Comeau (Sep 9, 2024 19:01 MDT)

President – Lise Comeau



Shannon Kiyau (Sep 9, 2024 18:25 MDT)

Unit Vice-President – Shannon Kiyau

### Schedule A “Wages”

Status	Job	Program	Hourly rate
Full-time	Team Lead	Permanent Supportive Housing	\$38.00
Full-time		Permanent Supportive Housing	\$28.00
Casual		Permanent Supportive Housing	\$25.00
Full-time	Team Lead	Drop-In	\$37.00
Full-time		Drop-In	\$24.50
Part-time		Drop-In	\$24.50
Casual		Drop-In	\$24.50
Full-time		Maintenance	\$30.00
Full-time	Team Lead	Housing First Program	\$39.00
Full-time	Coordinator	Housing First Program	\$34.50
Full-time	Social Worker	NEAFAN	\$41.00
Full-time	Coordinator	NEAFAN	\$32.00
Full-time	Coordinator	Eviction Prevention	\$31.00
Full-time	Coordinator	Street Reach	\$30.00
Part-time	House Mentor	Captain’s Place ( <b>daily rate</b> )	\$140.00

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**CENTRE OF HOPE NON-PROFIT SOCIETY OF FORT MCMURRAY**

**AND**


**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157**

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Effective the date of ratification, all employee contracts are considered null and void, and are replaced by the provisions of this Collective Agreement. In the event that funding is discontinued for a position(s), employees affected will be laid off in accordance with Article 15.


Dated Sep 9, 2024


**The Centre Of Hope  
Non-Profit Society of Fort McMurray**

  
Board Chair – Hope Ellis

  
Executive Director – Rosie Keating

**Canadian Union Of Public Employees  
Local 2157**

  
Lise Comeau (Sep 9, 2024 19:01 MDT)  
President – Lise Comeau

  
Shannon Kiyan (Sep 9, 2024 18:25 MDT)  
Unit Vice-President – Shannon Kiyan

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**CENTRE OF HOPE NON-PROFIT SOCIETY OF FORT MCMURRAY**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157**

**Re: Carry-Over of Vacation**

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The Employer will ask funders to allow for the holding of funds that are for banked/carried over vacation.

**If the funder(s) approve of this practice**, employees will be allowed to carry forward paid vacation time into the next calendar year to a maximum of five (5) days. All vacation will be used in the year after where carryover was permitted.

If an employee has been denied vacation, carryover of vacation time and will take preference in scheduling for the next calendar year.

Should the funders not approve vacation carryover, and in the interim, the Employer will front load five (5) days of vacation, or four (4) days of vacation for twelve (12) hour employees.

Dated Sep 9, 2024

**The Centre Of Hope  
Non-Profit Society of Fort McMurray**

  
Hope Ellis (Aug 28, 2024 10:38 MDT)

Board Chair – Hope Ellis



Executive Director – Rosie Keating

**Canadian Union Of Public Employees  
Local 2157**

  
Lise Comeau (Sep 9, 2024 19:01 MDT)

President – Lise Comeau

  
Shannon Kiyari (Sep 9, 2024 18:25 MDT)

Unit Vice-President – Shannon Kiyari

**LETTER OF UNDERSTANDING #3**  
**BETWEEN**  
**CENTRE OF HOPE NON-PROFIT SOCIETY OF FORT MCMURRAY**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157**

**Re: Casual Shift Call-in**

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Casual Employees will be called in for available shifts in order of seniority on a rotational basis on dates that a Casual Employee indicates they are available. When a Casual Employee accepts and works a call-in shift they will move to the bottom of the call-in list. Each program will keep a separate call-in list.

Casual Employees will submit their dates and hours of availability to their Team Lead(s) for the following month at least five (5) business days prior to the first (1<sup>st</sup>) of the month. I.e., on April 24<sup>th</sup>, Casual Employees will submit their availability for the upcoming month of May. Employees must submit their availability for the months of July/August by June 1<sup>st</sup> and for the months of December/January by November 1<sup>st</sup>.

Casual Employees who do not submit their availability five (5) business days prior to the first (1<sup>st</sup>) of the next month understand that available shifts may be offered to a Casual Employee below them in seniority who had their shift calendar in on time. If no availability is submitted before the first (1<sup>st</sup>) of the month, the Employer is not obligated to call the Casual Employee within that month, and that employee will be at the bottom of the call-in list for the duration of the month.

If a Casual Employee has submitted their availability, they should be available to work if called. If they refuse when called, this is a refusal shift. If a Casual Employee has provided their availability and then refuses one (1) shift during their given availability, they will move down one spot on the list for call-ins. Second (2<sup>nd</sup>) and third (3<sup>rd</sup>) refusals will result in moving down one more spot each.

Refusals to work during given available time will be acceptable when that Casual Employee has accepted a shift in a different program, approved leave of absence, or under special circumstances such as family emergency, formal travel/weather advisories or in circumstances deemed beyond the control of the employee and will not result in the employee moving down the list.



Moving down on the call-in list means that the employee will go down in the order to be offered work, even if they have the greatest seniority. The consequence of moving down on the call-in list for offered shifts only applies for that specific quarter. Each quarter ( $\frac{1}{4}$ ), the call-in list will return to seniority by hire date.

Casual Employees' employment will be under review should a Casual Employee refuse to work on three (3) occasions during their given availability within a three (3) month period, unless there is good and sufficient cause or an approved leave of absence. Refusal of work includes not answering calls for offered shifts within a reasonable time frame i.e., one (1) hour. Meaning, if the Casual Employee is called to work a shift and they do not answer and/or do not return the call within one (1) hour of receiving the call, this is considered a refusal shift and will result in that employee being moved down on the call-in list. In circumstances where shift coverage is needed immediately or within three (3) hours of the time of calls being placed, five (5) minutes will be the wait time between calling Casual Employees should the first call not answer; however, this will not count as a shift refusal.

Casual Employees who have not indicated their express availability may be called for open shifts, however refusing a shift that is not on an available day will not be considered a refusal.

Casual Employees who are not on an approved leave of absence and are not available to pick up shifts for two (2) consecutive months will be considered to have abandoned their position with the organization unless there is verifiable reason why the employee could not reasonably have called.

It is important to note that Casual Employees be aware that the staffing person is not obligated to call more than two (2) contact numbers per employee. It is up to the Casual Employee to ensure the Employer has updated contact information and they are available to take the call or phone back within the specified period one (1) hour of receiving the call for work when they have indicated their availability.

The Employer will keep an up-to-date record of all calls offering casual work.

If a Casual Employee is ill, they will call in to temporarily remove their name from their indicated availability and call in to resume their availability when their wellness permits. This will not impact their designated spot on the call-in list.

Shifts that are available for casuals with more than five (5) days notice, will be put up as available on the When to Work App (or other similar scheduling app), and Team Leads may call and/or text Casual Employees to seek availability.

Dated Sep 9, 2024

**The Centre Of Hope  
Non-Profit Society of Fort McMurray**

[Redacted]

Hope Ellis (Aug 28, 2024 10:38 MDT)

Board Chair – Hope Ellis

[Redacted]

Executive Director – Rosie Keating

**Canadian Union Of Public Employees  
Local 2157**

[Redacted]

Lise Comeau (Sep 9, 2024 19:01 MDT)

President – Lise Comeau

[Redacted]

Shannon Kiyari (Sep 9, 2024 18:25 MDT)

Unit Vice-President – Shannon Kiyari

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**CENTRE OF HOPE NON-PROFIT SOCIETY OF FORT MCMURRAY**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157**

**Re: Jennifer Rideout Working At Captain's Place**

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Whereas Captain's Place is Bargaining Unit Work, and,

Whereas Jennifer Rideout is a long-term worker at Captain's Place,

The Union agrees that:

1. Ms. Rideout, who is in an out-of-scope position as Program Director, will be granted legacy status as a worker at Captain's Place.
2. Ms. Rideout will not pay Union dues for time worked in Captain's Place and will not be considered a Bargaining Unit member for this work.
3. When Ms. Rideout ceases to be employed at the Centre of Hope or ceases to work at Captain's Place for any reason, the open rotation at Captain's Place will return to the Bargaining Unit and be filled by Bargaining Unit Employees.

Dated Sep 9, 2024

**The Centre Of Hope  
Non-Profit Society of Fort McMurray**

  
Hope Ellis (Aug 28, 2024 10:38 MDT)

Board Chair – Hope Ellis



Executive Director – Rosie Keating

**Canadian Union Of Public Employees  
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