COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 8

AND

WHEATLAND HOUSING MANAGEMENT BODY (WHEATLAND LODGE)

May 1, 2025 - April 30, 2028

copesepb
Canadian Office &
Professional Employees
SD/mk/cope 491

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE 1
ARTICLE 2 – UNION RECOGNITION 1
ARTICLE 3 – DISCRIMINATION 2
ARTICLE 4 – MANAGEMENT RIGHTS 2
ARTICLE 5 – UNION MEMBERSHIP 3
ARTICLE 6 – CORRESPONDENCE 4
ARTICLE 7 – DEFINITION OF EMPLOYEES 4
ARTICLE 8 – LABOUR MANAGEMENT COLLECTIVE BARGAINING 5
ARTICLE 9 – GRIEVANCE PROCEDURE 5
ARTICLE 10 – ARBITRATION PROCEDURE 7
ARTICLE 11 – SUSPENSION AND DISCIPLINE 8
ARTICLE 12 – TERMINATION OF EMPLOYMENT AND DISCHARGE 9
ARTICLE 13 – SENIORITY 10
ARTICLE 14 – HOURS OF WORK 10
ARTICLE 15 – PREMIUMS 12
ARTICLE 16 – DISTRIBUTION OF AVAILABLE SHIFTS 12
ARTICLE 17 – CASUAL EMPLOYEE AVAILABILITY 12
ARTICLE 18 – OVERTIME 13
ARTICLE 19 – NAMED HOLIDAYS 13
ARTICLE 20 – VACATIONS 14
ARTICLE 21 – SICK LEAVE 16
ARTICLE 22 – LEAVE OF ABSENCE 19
ARTICLE 23 – SALARIES 22
ARTICLE 24 – BENEFITS 22
ARTICLE 25 – LAY-OFF 22
ARTICLE 26 – JOB SECURITY 25
ARTICLE 27 – JOB CLASSIFICATION AND RECLASSIFICATION 25
ARTICLE 28 – GENERAL 25
ARTICLE 29 – PROMOTIONS, TRANSFERS AND VACANCIES 26
ARTICLE 30 – TERM OF AGREEMENT 27
ARTICLE 31 – RETROACTIVITY 27
ARTICLE 32 – EDUCATION, TRAINING, AND IN-SERVICES 28
ARTICLE 33 – MANDATORY MEETINGS 28
ARTICLE 34 – HEALTH AND SAFTEY 28
ARTICLE 35 – SEVERANCE PAY 28
ARTICLE 36 – LABOUR/MANAGEMENT COMMITTEE 29
ARTICLE 37 – PENSION PLAN 29
SCHEDULE ‘A’ 33
SCHEDULE ‘B’ 34
LETTERS OF UNDERSTANDING 35
Re: Personal Time Off 35
Re: Flexible Health Benefits Spending Account 36

ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

(a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.

(b) To recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, employment, services, etc.

(c) To encourage efficiency of operations.

(d) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and matters pertaining to the working conditions of the Employees be drawn up in a Collective Agreement.

1.03 Land Acknowledgement

We would like to acknowledge that we are on traditional territories of the Siksika, the Kainai, the Piikani, the Tsuut'ina, the Îyâxe Nakoda Nations, the Métis Nation (Region 3), and all people who make their homes in the Treaty 7 Region of Southern Alberta.

We make this acknowledgement as an act of reconciliation and gratitude to those on whose territory we work and reside on.

ARTICLE 2 – UNION RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the Employees at Wheatland Lodge, as agreed to by the Alberta Labour Relations Board certificate number 59-2006 for all classifications referred to in Schedule "A" and classifications subsequently created pursuant to Article 27 of this Agreement.

2.02 The following classifications are specifically excluded from the scope of this Collective Agreement:

Chief Administrative Officer	Social Housing Manager
Site Manager	Finance and Administrative Coordinator
Maintenance Supervisor	Receptionist/Administrative Assistant
Maintenance Aide	

2.03 Union business shall not take place during an Employee's working hours and/or on the Employer's premises without the expressed permission of the Employer.

2.04 The Union will notify the Employer in writing of those officers authorized to conduct business and enter into Agreements on its behalf.

2.05 A representative of the Union who is not an Employee of the Employer, may assist Employees in negotiations or any other matter that may arise and may enter the premises of the Employer after first receiving permission from the office of the Chief Administrative Officer. The operations of the Employer shall not be interfered with by the representative while on the Employer's premises.

2.06 The Employer agrees to recognize, as a Union steward, three (3) Employees designated by the Union for the purpose of processing grievances pursuant to the terms of this Agreement. The shop steward shall not leave their work for this purpose without first receiving the approval of the Employer. Such leave shall be with pay but limited to the time spent within regular working hours.

ARTICLE 3 – DISCRIMINATION

3.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, gender identity, gender expression, place of residence, and physical or mental disability, nor by reason of membership, non-membership or activity in the Union.

3.02 The Employer and the Union recognize the right of all Employees to work in an environment free from sexual and personal harassment and will cooperate in the achievement of that objective. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence and may be addressed through the grievance procedure.

(a) Sexual harassment shall be defined as any sexually oriented practice that undermines an Employee's health or job performance or workplace relationships or endangers an Employee's employment status or potential.

(b) Personal harassment shall be defined as repeated, intentional offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation.

Should an Employee believe they have been harassed, they should bring the matter to the attention of the Employer for investigation and action.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Employer retains all rights, power, and authority to manage and direct the workforce in a fair and reasonable manner, except where specifically limited by the terms of this Agreement. This includes, but is not limited to:

(a) Hire, promote, transfer, assign, layoff, and recall.

(b) Discipline or terminate for just cause.

(c) Determine job content and determine the operational procedures and structure of the workplace.

(d) Establish and enforce rules of conduct.

(e) Introduce new or improved methods, equipment, or technologies.

ARTICLE 5 – UNION MEMBERSHIP

5.01 Any Employee who is a member, or hereafter becomes a member, shall maintain their membership in the Union as a condition of employment.

5.02 The Employer shall deduct, as a condition of employment, monthly dues, or their equivalent, from all Employees covered by the scope of this Agreement. Dues shall not be cumulative and will be deducted from an Employee so long as they are receiving payment from the Employer.

5.03 Deductions shall be made from each pay period and shall be forwarded to the Secretary-Treasurer of the Union no later than the 15th day of the month following deduction, accompanied by a list of the names and addresses of Employees whose wages the deductions have been made.

5.04 The Employer shall indicate on each Employee's Income Tax (T4) slips, the amount of union dues paid by each Employee in the previous year.

5.05 The Employer agrees that the Union representative shall be given the opportunity during the orientation period of a newly hired Employee to make a presentation of up to twenty (20) minutes during the paid orientation period of the Employee, for the purpose of advising the Employee of their rights and obligations under this Agreement.

5.06 Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, telephone number, and, if available, personal e-mail.

The list will also indicate the Employee's work site and 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.

The Employee contact list will be provided in an electronic spreadsheet to the Union once a year.

Upon hiring, the Employer shall provide the Union with the name, job title/classification, home mailing address, phone number, and if, available, personal e-mail for any newly hired Employee.

ARTICLE 6 – CORRESPONDENCE

6.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer and the President of the Union.

ARTICLE 7 – DEFINITION OF EMPLOYEES

7.01 A “Regular Full-Time Employee” is one who is scheduled to work the hours specified in Article 14 and one who has served the required probationary period.

7.02 A “Regular Part-Time Employee” is one who has served the required probationary period and works scheduled shifts pursuant to Hours of Work provided however that such hours worked in any fourteen (14) calendar day period shall be less than those established for full-time employment.

7.03 A “Casual Employee” is an Employee who:

(a) is called in to work occasionally, usually on a “call” basis for relief purposes, but who does not work a regular schedule or does so only for a specified time.

(b) shall accumulate seniority and may use this seniority for the purposes of bidding on any job posting. Casual Employees are not entitled to any benefits, except those required by the *Employment Standards Code of Alberta*.

(c) does have access to the grievance procedure.

7.04 A “Probationary Employee” shall be one who is engaged with a view to long-term employment with the Employer, in a position which is part of the Employer’s continuing operation. Said Employee shall serve a probationary period of four hundred and fifty (450) hours or six (6) months, whichever is shorter. If, in the opinion of the Employer, the Employee does not satisfactorily meet the requirements of the assigned position during this period, the Employer may extend the probationary period forty (40) shifts in order to obtain a further assessment of the Employee or at the Employer’s discretion terminate the Employee at any time during the probationary period. A Probationary Employee shall have recourse to the Grievance Procedure - Article 9. However, Step 3 shall be final and binding.

7.05 A “Temporary Employee” is an Employee who:

(a) is hired on a temporary basis to temporarily replace a regular full-time or regular part- time Employee who is off on an approved leave (e.g. illness, injury, maternity);
(b) works a regular schedule;

(c) is entitled to the same rights and benefits of the Collective Agreement as a regular full-time or regular part-time Employee, except those specifically excluded in this agreement;

ARTICLE 8 – LABOUR MANAGEMENT COLLECTIVE BARGAINING

8.01 Representation

In matters of collective bargaining no Employee or group of Employees shall undertake to represent the Union at meetings, with the Employer without the proper authorization of the Union and in matters of collective bargaining the Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the bargaining unit.

8.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) Employees in the bargaining unit. The Union will advise the Employer of the Union nominees to the Committee. The Union will have the right to have the assistance of any other individual at the bargaining table that may be required.

8.03 Representative of the National Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer, subject to the provisions of clause 2.05 of this agreement.

8.04 Time Off for Meetings

Any representative of the Union on the bargaining committee who is in the employ of the Employer shall have the right to attend bargaining meetings held within their working hours. The Employer shall pay the Employee for the time missed and shall submit an invoice to the Union for reimbursement of salary and benefits. Seniority, vacation entitlement and benefits shall continue to accrue during this time.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 A grievance is defined as any difference concerning the interpretation, application, administration or alleged violation of this Agreement. All grievances shall be processed in the manner herein provided without stoppage of work or refusal to perform work.

9.02 The time limits specified in this Grievance Procedure shall not include Saturdays, Sundays and Named Holidays.

9.03 The purpose of these provisions is to ensure that all grievances are processed in a timely and expeditious manner, therefore, compliance with all provisions and within the time limits specified, is mandatory unless extended by mutual consent in writing between the Union and the Employer.

Step 1

An Employee who believes they have a grievance shall first discuss the matter with their designated Site Manager or reporting manager and make a sincere attempt to resolve the grievance. If the grievance is not resolved within five (5) days of the immediate Supervisor being notified, the Employee shall advance the grievance to Step 2.

Step 2

Within ten (10) days of receiving the Supervisor's response or non-response, the Employee shall submit the grievance to the Chief Administrative Officer or delegated representative.

The grievance shall be in writing and include:

(a) The name of the grievor.

(b) The nature of the grievance and the circumstances out of which it arose.

(c) The remedy or correction the Employer is requested to make.

(d) The section(s) where the Agreement is alleged to have been violated.

The Chief Administrative Officer or delegated representative shall conduct a meeting with the grievor, steward and when required by the Union, the CUPE National Representative, to hear the grievance and shall render a written decision within ten (10) days of the hearing.

Step 3

Failing settlement at Step 2, and within ten (10) days after the Chief Administrative Officer's decision or non-decision, the grievance may be submitted to the Chair of the Board or delegated representative in writing.

The Chair of the Board, or delegated representative, shall conduct a meeting with the grievor, steward and when required by the Union, the CUPE National Representative, to hear the grievance and shall render a written decision within ten (10) days of the receipt of the grievance.

9.04 Failing settlement at Step 3, the grievance may proceed to Arbitration as outlined in Article 10 – Arbitration Procedure.

9.05 Employees alleging dismissal or suspension without just cause may commence their grievance at Step 2, within ten (10) days of occurrence.

9.06 Union Policy Grievance

Where a dispute involving a question of general application or interpretation occurs affecting more than one (1) Employee, the Union may proceed on a policy grievance at Step 2 providing the Union initiates the policy grievance within twenty (20) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.

ARTICLE 10 – ARBITRATION PROCEDURE

10.01 Any grievance which has been processed through all steps of the grievance procedure, according to its provisions, and within the time limits specified (unless time limit changes were agreed to), may be referred to a Board of Arbitration as herein provided.

10.02 The party taking the grievance to Arbitration will, within twenty-five (25) days of receipt of the decision at Step 3**,** notify the other party, in writing, of their intent and will**,** in the same notification**,** submit the names of the person nominated by them to the Board of Arbitration of three (3) suggested Arbitrators.

10.03 Within ten (10) days of the receipt of the above notice, the other party shall advise, in writing, of their agreement to one (1) of the suggested Arbitrators, or will submit the names of three (3) suggested Arbitrators.

10.04 In the event that the parties fail to agree on an Arbitrator, the parties will request the Director of Mediation Services for the Province of Alberta to make such an appointment.

10.05 The time limits specified in this Article shall not include Saturdays, Sundays and Named Holidays.

10.06 The time limits specified above may be extended for such times as are mutually agreed to by the parties in writing.

10.07 The parties may mutually agree to submit the grievance to a Board of Arbitration. In this case, each party shall appoint a nominee to the Board of Arbitration and the two (2) nominees within a period of ten (10) days will endeavor to select a third person to act as Chair of the Arbitration Board. In the event that the two (2) nominees fail to agree on a Chair, the parties will request the Director of Mediation Services for the Province of Alberta to make such an appointment.

10.08 The decision of the Arbitrator, or Board of Arbitration**,** shall be final and binding upon the parties and upon any Employee affected by it. If there is a Board of Arbitration, the decision of a majority of the Board members is the Award of the Board of Arbitration, but if there is not a majority, the decision of the Chair governs and it shall be deemed to be the Award of the Board.

10.09 The Arbitrator or Board of Arbitration:

(a) shall have the power to deal only with matters involving the interpretation, application, administration or alleged violation of the Agreement;

(b) shall not alter, amend, set aside, add to or delete any of the provisions of the Agreement;

(c) shall not render any decision inconsistent with the provisions of the Agreement;

(d) shall have jurisdiction to determine whether the grievance presents an arbitrable issue;

(e) is limited in its jurisdiction to dealing only with those matters specifically contained within the grievance.

10.10 Either party to the Arbitration shall bear the expense of its respective nominee to the Board of Arbitration and the two parties shall equally bear the expenses of the Chair or Arbitrator.

ARTICLE 11 – SUSPENSION AND DISCIPLINE

11.01 Suspension and Discipline Procedure

An Employee may be disciplined for just cause. A Union official shall be present with the member at any disciplinary meetings or any investigation meetings that may lead to discipline. These meetings shall be held in private. The Employee and the Union shall be advised of the reason in writing for discipline at the time it is issued.

11.02 May Omit Grievance Steps

An Employee considered by the Union to be discharged or suspended without just cause shall be entitled to a hearing under Article 9 - Grievance Procedure.

11.03 Adverse Reports

All records of a disciplinary nature, shall be removed from the personnel files of Employees not less than eighteen (18) months from the date of the matter giving rise to such entry to the Employee's record, provided there has been no further incidents of a disciplinary nature placed on the Employee's file during that time period.

11.04 Warnings

Whenever the Employer or its authorized agent deem it necessary to censure an Employee, in a manner indicating that dismissal may follow any further infraction or may follow if such Employee fails to bring their work up to a required standard, the Employer shall give written particulars of such censure to the Employee involved, with

a copy to the Local President. The Employee shall have the right to Union representation at any such meeting.

11.05 Personnel File

Upon at least two (2) days' notice to the Chief Administrative Officer, an Employee shall have the right to review their file once a year or when the Employee has a grievance. The Employer shall provide a copy of any documents contained in the Employee's file upon request with twenty-four (24) hours' notice.

ARTICLE 12 – TERMINATION OF EMPLOYMENT AND DISCHARGE

12.01 Except in cases of discharge for cause, Employees and the Employer shall give fourteen (14) calendar days' notice of termination of employment or as per applicable legislation through Employment Standards, whichever is greater.

12.02 An Employee who is terminated or terminates upon the provision of notice shall receive the wages and vacation pay to which they are entitled as of their last day of employment at the Lodge. Payment to be received within the next pay period.

12.03 An Employee shall be considered to be terminated when:

(a) They are discharged for just cause and are not reinstated.

(b) They resign in writing.

(c) They are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.

(d) They are laid off and fail to return to work within fourteen (14) calendar days after being notified by single registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address. An Employee recalled for casual work or employment of short duration at a time shall not lose their recall rights for refusal to return to work.

(e) They are laid off for a period longer than one (1) year.

(f) They are a Casual Employee and have not accepted a shift in sixty (60) consecutive days, when offered. The sixty (60) consecutive days will not include absence due to illness or an approved leave of absence.

12.04 The Union shall be notified of all appointments, hirings, lay-offs, promotions, transfers, recalls, and terminations of employment within seven (7) working days of occurrence.

ARTICLE 13 – SENIORITY

13.01 Seniority shall operate on a bargaining unit basis. Seniority shall be used as the determining factor in promotions, transfers, layoffs, permanent reduction of the work force and recall when, in the opinion of the Employer, knowledge, qualifications and ability are equal. The Employer will determine knowledge, qualifications and ability in a fair and reasonable manner.

13.02 The Employer shall establish a seniority list showing the date when each regular Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted in June and December of each year.

13.03 Seniority shall accrue as follows:

Seniority is defined as the length of employment with the Employer since the date of last hire and will be based on their date of hire.

Employees will continue to accrue seniority during:

(a) Periods of sick leave, paid for by the Employer;
(b) Leaves of absence with pay;
(c) Bereavement leave;
(d) Jury duty;
(e) Paid vacations;
(f) While on Union leave of absence.
(g) When in receipt of Workers' Compensation as a result of injury or illness incurred While in the employ of the Employer
(h) While on maternity and parental leave
(i) While in receipt of Short Term Disability or Long Term disability benefits

13.04 Loss of Seniority

An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

ARTICLE 14 – HOURS OF WORK

14.01 The normal hours of work in a day for regular full-time Employees shall be at least seven point five (7.5) hours. In addition, the Employer may require Employees to remain at the Lodge during the meal break on weekends and holidays and in recognition of this, such Employees shall receive the equivalent of one half (½) hours pay at the Employee's basic rate of pay. Employees may request exemption from this requirement which will be granted solely at the discretion of the Employer.

14.02 The normal number of hours by regular full-time Employees in a week shall be at least thirty seven point five (37.5) in a five (5) day period or such alternate schedule which averages at least thirty seven point five (37.5) per week (for example four (4) days in one (1) week and six (6) days in the alternate week).

14.03 Hours of work may be on a shift basis that will be determined by the Employer. The time at which shifts shall begin and end will be established by the Employer.

14.04 Employees will normally receive two (2) consecutive days off per week or such alternate schedule which averages two (2) days off per week (for example, three (3) days in one week and one (1) day in the alternate week).

14.05 Employees shall be permitted two (2) fifteen (15) minute rest periods for each full-time shift or one (1) fifteen (15) minute rest period for each one-half (½) shift. Employees scheduled to work over meal times will have one (1) thirty (30) minute unpaid meal break scheduled. Employees who work a six and one-half (6½) hour shift shall be entitled to a fifteen (15) minute rest period and a half hour (½) unpaid lunch period.

At the discretion of the Employer, Employees working a full shift, may combine their relief periods into one (1) thirty (30) minute paid break.

Employees who are required to remain available and on the premises during their meal period, shall be paid for that meal period.

14.06 (a) Shift schedules shall be posted for one (1) full month in advance. When a change is made in the Employee's scheduled work days by the Employer, the Employee shall be informed personally by phone or in person and when the change is with less than seven (7) calendar days' notice, the Employee shall be paid at one and one-half (1½) times the basic rate of pay for all hours worked on the first shift of the changed schedule.

(b) However, where a change in the schedule is necessary due to time off being granted under the provisions of this Agreement, forty-eight (48) hours' notice is required. If the change is made with less than forty-eight (48) hours' notice, the Employee may refuse the change and in that event the Employer shall contact other Employees to fill the shift(s). In the event all Employees refuse to change, the Employer shall assign the shift as required. The Employee assigned the work shall be paid at one and one-half (1½) times the basic rate of pay for all hours worked.

(c) Staff shall not lose any shifts or hours within any pay period to accommodate the hiring of new staff.

14.07 On those dates fixed by the Daylight Savings Time Act, for the conversion to Daylight Savings Time or the resumption of Mountain Standard Time, Employees shall only receive their regular pay for the actual number of hours worked if the increase or decrease in those hours occurs as a result of the statutory requirements.

14.08 All Employees will work a minimum of three (3) hours per shift.

14.09 <u>Wages in Relieving Positions</u>

An Employee temporarily assigned to work in a higher classification will be paid at the higher rate for the actual hours worked in the higher classification. When an

Employee is temporarily assigned to work in a lower classification, there will be no reduction in pay.

ARTICLE 15 – PREMIUMS

15.01 Shift Premium

Two dollars ($2.00) per hour shift premium shall be paid to the Employees for any hours of their shift performed between 1500 hours and 2300 hours and a night shift premium of three ($3.00) dollars per hour for any hours worked between 2300 hours and 0700 hours of the next day.

15.02 Weekend Premium

A weekend premium of three dollars and twenty-five cents ($3.25) per hour will be paid to all Employees that work between 2300 hours on Friday until 0700 hours on Monday.

15.03 Preceptor Training Premium

An Employee assigned by the Employer to act as a preceptor shall receive an additional $0.75/hour for every hour assigned.

“Preceptor” shall mean an Employee who is assigned to educate and train:

(a) Students in a post-secondary education or training program;

(b) Newly hired Employees; or

(c) Employees returning from an extended leave of absence.

ARTICLE 16 – DISTRIBUTION OF AVAILABLE SHIFTS

16.01 Available shifts will be offered to Casual Employees first, on the basis of their availability and seniority. If no Casual Employee accepts the shift, the shift will be offered to eligible Part-time Employees on the basis of seniority.

ARTICLE 17 – CASUAL EMPLOYEE AVAILABILITY

17.01 Casual Employees must:

(a) Submit availability by the 21st of the month for the following month; and

(b) Be available a minimum of five (5) shifts within each calendar month, unless on an approved Leave of Absence.

ARTICLE 18 – OVERTIME

18.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of eight (8) hours per day and/or eighty (80) hours per bi-weekly period or as per *Alberta Employment Standards*, whichever is greater.

18.02 It is the function of the Employer to determine when overtime is necessary and for what period of time it is required. Overtime shall be authorized prior to being worked in a manner and by such persons as directed by the Employer.

18.03 Overtime will be paid at the rate of time and one-half (1½x) the Employee's regular rate of pay. Overtime payment will cease, and the Employee's regular rate will apply at the start of their next regularly scheduled shift.

18.04 Overtime shall be calculated based on regular rates of pay only.

18.05 An Employee called back to work by the Chief Administrative Officer or the Lodge Site Manager after having completed their regular shift shall be paid according to the provisions of Article 18.03 of this agreement.

ARTICLE 19 – NAMED HOLIDAYS

19.01 The following shall be considered as Named Holidays:

1. New Year's Day
2. Family Day
3. Good Friday
4. Victoria Day
5. Canada Day
6. August Civic Holiday
7. Labour Day
8. National Day for Truth and Reconciliation
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day

Plus any other General Holiday proclaimed by the Municipal, Provincial or Federal Government.

19.02 To be eligible for Named Holiday pay, the Employee must:

(a) not have been absent without the Employer's consent on the last scheduled day before the holiday or the first scheduled day after the holiday; and

(b) not have refused to work on the General Holiday when requested/scheduled to.

Failure to meet any of these requirements results in the disentitlement of an Employee to Holiday pay.

19.03 When a Named Holiday falls on a day that would otherwise be a Regular Full-time Employee's scheduled working day, and the Employee is not required to work on such day, the Employee shall be entitled to pay for that day at their regular rate of pay.

19.04 Any Employee required to work on a Named Holiday shall be paid at two and one-half (2½) times their regular rate for the hours worked on that day.

Optionally, at the request of the Employee, in lieu of Named Holiday Pay, the Employee may be given time off equivalent to the hours worked on the Named Holiday and such time off shall be used within ninety (90) days of the Named Holiday.

19.05 Where a Named Holiday falls on a day that would otherwise be a Regular Full-time Employee's regularly scheduled day off, the Employee shall be given an alternative day off with pay at their regular rate to be used within ninety (90) days of the Named Holiday.

19.06 Where a Named Holiday falls within a Regular Full-time Employee's vacation, the Employee will be entitled to an additional day off in lieu thereof. The additional day may be added to the Employee's vacation period by mutual agreement between the Employer and the Employee, or if this is not possible, the additional day will be granted no later than the Employee's next annual vacation. Whichever alternative is applied; the Employee shall be paid at their regular rate for such day.

19.07 Named Holidays will be recognized on the date on which they occur or as otherwise designated by the Employer.

19.08 Regular Part-time Employees shall be entitled to Named Holiday pay that is at least their average daily wage.

The average daily wage is calculated as five percent (5%) of the Employee's wages, general holiday pay and vacation pay in the four (4) weeks immediately preceding the general holiday.

ARTICLE 20 – VACATIONS

20.01 For the purpose of this Article, "vacation year" means the twelve (12) month period commencing the first (1st) day of January in each year and concluding on the thirty-first (31st) day of December of the same year.

20.02 For the purpose of this Article, "one week" shall mean five (5) working days for Full time Employees. This will be pro-rated for Part-time Employees.

20.03 Vacation entitlement for Employees is earned during each year of continuous service and taken during the following vacation year.

20.04 Rate of Vacation

(a) All Regular and Temporary Employees shall earn vacation pay on the following basis, and paid to the Employee when they take their vacation:

Length of Service	Vacation Entitlement
Less than 1 year	1 day/month – max 10 working days
1 year or more	2 weeks - 10 working days 4%
3 years or more	3 weeks - 15 working days 6%
6 years or more	4 weeks - 20 working days 8%
10 years or more	5 weeks - 25 working days 10%
15 years or more	6 weeks - 30 working days 12%

All Employees will earn vacation pay at the rate of one (1) year of work completed being equivalent to one (1) year of service.

(b) Casual Employees will be paid vacation pay at the rate of 4% of regular earnings. Effective January 1, 2018, as per current entitlement or applicable legislation through Employment Standards, whichever is greater.

20.05 Provided an Employee has taken a minimum of two (2) weeks of their annual vacation entitlement in a vacation year, on written request and with approval of the Employer, the Employee shall have the ability to carry forward up to two (2) weeks of vacation to be taken no later than the following vacation year.

Any remaining vacation will be paid out by the Employer on the first pay period in January.

20.06 An Employee who is granted a leave of absence in excess of thirty (30) days or is on layoff, Workers' Compensation or Disability shall have their period of vacation leave currently being earned reduced on a pro-rata basis.

20.07 Pro-rata vacation pay on termination of employment will be paid in accordance with service rendered.

20.08 Vacation pay will be payable in advance of the Employee's vacation but only if requested by the Employee and if such request is made in writing at least one (1) week in advance of the vacation period.

20.09 In the event that a part-time or casual Employee assumes a full-time position, the anniversary date shall, only for the purpose of vacation, be deemed as the first day of full-time employment. Vacation earned as a part-time or casual Employee shall be recognized.

20.10 Vacation Scheduling

The Employer shall post vacation planners twice a year. Employee shall submit their preference for vacation dates to the Employer within the timeframes outlined below. Preference as to the choice of vacation dates shall be determined by seniority.

(a) Vacation Planner #1: January to June

All Regular Employees must indicate their choice of vacation dates by June 1st for vacation to be taken between January 1st and June 30th of the following vacation year. The Employer will, not later than June 30th, post a schedule of vacation for all regular Employees who have indicated their vacation preference.

(b) Vacation Planner #2: July to December

All Regular Employees must indicate their choice of vacation dates by December 1st for vacation to be taken between June 1st and December 31st of the following vacation year. The Employer will, not later than December 31st, post a schedule of vacation for all regular Employees who have indicated their vacation preference.

20.11 An Employee's request for vacation outside of the deadlines specified in Article 20.10 shall be considered on a first come first served basis. The Employer shall provide in writing confirmation of vacation approval within two (2) weeks of the Employee's request. Once an Employee has received written approval and made specific plans that cannot be altered without cost to the Employee, the Employer shall not require that Employee to change their vacation time.

20.12 Staff requesting vacation time between December 20th and January 5th will be considered and granted on the basis of rotating schedule to ensure fairness to all Employees requesting these days off. Specifically, if an Employee has been granted approved vacation time on Christmas Eve/Day and/or New Year's Eve/Day in one year, they will not be approved to take vacation on these dates in the following year.

20.13 Employees finalizing travel plans prior to receiving written approval from their supervisor for their vacation request do so at their own risk and cost as their vacation request may be denied by the Employer.

ARTICLE 21 – SICK LEAVE

21.01 Sick Leave benefits are provided by the Employer to protect the Employee in the event of an illness or injury not covered by Workers' Compensation.

21.02 Permanent Employees shall receive income protection days with pay on the following basis:

(a) All full-time and part-time Employees shall have their income protection bank topped up to a total of twelve (12) days on each June 1st or on the completion of probation. On the first year of employment, the days will be prorated.

21.03 Sick leave credits shall not accumulate during periods of leaves of absence or during periods of illness or injury for which they would have normally been entitled to payment of sick pay or by receipt of benefits under Workers' Compensation.

21.04 No sick leave payments shall be made with respect to:

(a) Any illness or injury which falls within an Employee's vacation period unless the Employee is hospitalized for serious illness or accident in which case the days spent in hospital shall be re-credited to the Employee's vacation entitlement. In which case, they shall receive sick pay as long as they have sick pay entitlement.

(b) Time loss from work until the requirements of clause 21.07 of this agreement have been fully satisfied.

(c) Time loss from work unless the requirement of clause 21.05 of this agreement has been satisfied.

21.05 Employees absent on account of illness shall report same to their Supervisor at least two (2) hours before scheduled commencement of duty in order to permit the Employer to obtain a replacement or distribute the duties among other staff. For the night shift, Employees shall report at least four (4) hours before the scheduled shift in order to permit the Employer to obtain a replacement.

21.06 Sick pay shall be at the Employee's regular rate of pay and all time paid shall be deducted from the Employee's sick leave credits accumulation. Sick pay can be taken in one quarter (1/4), one half (1/2), three quarters (3/4), or one (1) shift increments.

21.07 (a) An Employee shall provide proof of illness in the form of a doctor's note for all absences in excess of three (3) days if requested to by the Employer. The note will be provided to the Employer on the first regular day to return to work. The cost of such Doctor's note will be borne by the Employer.

(b) Employees may only return to work after an illness upon proof that the Employee is capable of performing the full range of duties and responsibilities of their position in the form of a doctor's statement of absences over three (3) days. The cost of such Doctor's statement will be borne by the Employer.

21.08 (a) An Employee who has exhausted their sick leave credits during the course of illness and is not capable of returning to work as provided for in clause 21.07 (b) shall be deemed to be on an approved leave of absence without pay up to an additional twenty-four (24) months.

(b) At the expiration of twenty-four (24) months from the last sick day of paid leave, an Employee who is not capable of returning to work as provided in clause 21.07 (b) of this agreement shall be considered to have terminated their employment relationship with the Employer.

Benefit coverage for an Employee on approved leave for up to twenty-four (24) months will be as follows:

- Eight (8) months benefit coverage at sixty percent (60%) Employer paid and forty percent (40%) Employee paid.

- After eight (8) months, the Employee will have the option to opt out of the benefit plan for the duration of the leave or pay one hundred percent (100%) of the costs of the benefit through the Employer.

Benefits are described under Article 24 and the attached Benefit Summary Sheet of the current agreement.

(c) The Employer agrees to hold the position that the Employee occupied at the time of illness open for their return up to twenty-four (24) months after the Employee began the sick leave.

(d) The Employee will remain on benefits as long as the Employee pays their premiums through the Employer to the carrier up to twenty-four (24) months.

21.09 An Employee on sick leave absence without pay as provided for in clause 21.08 (a) of this agreement shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with at least fourteen (14) days written notice of their readiness to return to work.

21.10 (a) Employees that have a specialist appointment or procedure that does not have flexibility in terms of scheduling, may utilize their sick leave bank for such leave upon written proof from the specialist or delegate.

(b) A specialist is defined as a physician whose practice is specific to a branch of medicine or surgery; this being one who is certified under the Province of Alberta. This could include oncology, cardiology, neurology, or psychiatry.

21.11 When a Part-time Employee accepts assignments for additional hours of work and then reports sick for such assignment, the Employee shall not be entitled to utilize sick leave credits.

21.12 Employees who have completed ninety (90) days of continuous employment, are entitled to use up to five (5) days of their paid sick leave bank for a period of time that is necessary to meet the Employee's family responsibilities to care for ill or self-isolated family members, or children affected by school and daycare closures.

For the purposes of this Article, family members shall include:

- partner (spouse, adult interdependent or common-law)
- parents, foster parents, guardians
- children, foster children, wards, partner's children
- siblings
- grandchildren
- grandparents
- any other person living with the Employee as a member of their family

An Employee must give the Employer notice as soon as is reasonably possible. A medical certificate or other documentation may be required at the discretion of the

Employer. Any leave days not used by an Employee will not to be paid out by the Employer.

ARTICLE 22 – LEAVE OF ABSENCE

Effective January 1, 2018, as per current entitlement or applicable legislation through Employment Standards, whichever is greater.

22.01 A Leave of Absence is a written authorization for an Employee to be absent from work without pay for a definite period of time which has been approved in advance by the Employer. The Employer shall provide a written response within seven (7) calendar days from receipt of the request.

22.02 Subject to the requirements of the Centre, leave of absence with or without pay may be granted to an Employee for good and sufficient reason at the discretion of the Employer. For Education, a leave shall only be granted if the said education is for the betterment of the Organization.

22.03 Requests for leave shall be made in writing and shall be made one (1) month prior to the beginning of the leave, except in situations of an unforeseen or emergency nature, in which case the Employee's request shall be made as soon as they become aware of the situation which prompted the request for leave.

22.04 Any Employee who has been granted a leave of absence and fails to return on the date granted by the Employer, shall be deemed to have abandoned their position unless notification could not reasonably be given.

22.05 (a) An Employee shall be granted five (5) consecutive days bereavement leave without loss of pay in the event of the death of the following relatives: parent, child, spouse (including adult interdependent relationship partner).

An Employee shall be granted three (3) consecutive days bereavement leave without loss of pay in the event of the death of the following relatives: legal guardian, sibling, grandparent, grandchild, parent-in-law, sibling-in-law.

One (1) of those days must include the day of the funeral or death. Pay for such leave is limited to days actually missed from work per the Employee's scheduled working days.

Bereavement leave shall be extended by two (2) days if travel in excess of three hundred and twenty-two (322) kilometers from the Employee's residence is necessary.

(b) The Employer may request documentation, such as a funeral program, obituary, or death certificate, as proof.

22.06 One-half (½) day leave may be granted without loss of regular pay to attend a funeral as a pallbearer.

22.07 (a) Where Employees are called to the courts as a member of a jury, or as a witness, the Employer shall pay the difference between the pay received for such court service and the pay the Employee would have normally received if they had been working, based on their regular rate and not including any premium or fringes.

(b) Employees shall, whenever possible, perform their work between periods of jury duty or while awaiting jury call.

(c) In seeking reimbursement from the Employer for the difference between a court or jury pay and regular pay, Employees shall submit a statement of fees received to the Employer.

22.08 Maternity Leave

(a) An Employee who has completed ninety (90) days of continuous employment shall, upon their written request at least one (1) month in advance, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that they commence maternity leave not later than the date of delivery.

(b) Except for the health related portion of the maternity leave, such leave shall be without pay and benefits and without loss of seniority. The total period of maternity leave shall not exceed sixteen (16) consecutive weeks.

22.09 Parental Leave

An Employee who has completed their probationary period and who has or will have the actual care or custody of the child, shall be granted up to sixty-two (62) weeks of parental leave without pay and benefits. Parental leave can be taken by:

- the birth parent (immediately following maternity leave);
- the other parent; or
- an adoptive parent.

Parental leave can start any time after the birth or adoption of a child but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.

Employees will be required to give the Employer four (4) weeks' notice in writing of their intention to return to work.

22.10 Birth Leave

Upon request, a parent, other than the birth parent, shall be entitled to leave without pay for five (5) days immediately following the birth of the child.

22.11 Union Leave

The Employer may provide Leave of Absence without pay for no more than two (2) Employees at any one (1) time to attend to Union Business, schools, seminars, conferences, conventions or other Union related activity. The Employer shall pay the Employee for the time missed and shall submit an invoice to the Union for reimbursement. The Employee shall continue to accrue seniority and benefits during this leave, and such leave shall not be unreasonably denied. Total annual Union Leave shall not be more than twenty (20) days.

In the event that an Employee becomes a full-time official of the Union they shall be granted and unpaid leave of absence for the purpose of carrying out the duties of their office and shall retain their seniority in this department for a period of two (2) years as if they had remained in continuous employment for that two (2) year period therein. They shall have the right, at any time, upon giving thirty (30) days' notice, to return their previous position, if it still exists. If their position no longer exists, the Employee shall have the right to displace another Employee with less seniority as per Article 25 – Lay-Off. The Employer shall submit an invoice to the Union for full-time hours at a rate of pay set by CUPE Local 8. The Employer shall include all benefits and other costs incurred by the Employer.

22.12 Employees may face situations of violence or abuse in their personal lives that may impact their attendance or performance at work. If an Employee provides evidence of being in an abusive or violent situation, and their absence is not covered by sick leave or disability insurance, the Employee will not be subject to disciplinary action. Employee absence under this circumstance will be granted without pay and shall not exceed two (2) months duration. The Employee shall provide proof of the situation in the form of a note from a physician, therapist, an attending police officer or crisis unit supervisor for all absences in excess of three (3) days, if requested by the Employer. Any costs related to securing a note related to absence will be paid by the Employer.

22.13 All other unpaid Leaves of Absence from the Employer will be addressed and align with applicable Alberta Employment Standards legislation, included but not limited to the following:

Compassionate Care Leave;
Leave Eligibility;
Death or disappearance of a Child Leave.

Should the Employee require time off in excess of Employment Standards, the Employer will consider same on a case by case basis. The Employee may be requested to provide proof of the situation in the form of a note from a physician, therapist, an attending police officer, or a crisis unit supervisor.

ARTICLE 23 – SALARIES

23.01 The basic salary scales and increments as set forth in Schedule "A" which is attached to and forms part of the Agreement, shall be applicable to all Employees covered by this Agreement on the dates and year indicated.

23.02 Offers of employment made by the Employer to individuals whose job classification falls under the Collective Agreement, may reflect a starting wage level not necessarily equivalent to the Start Rate on the relevant wage grid. The Employer may opt to start a new hire above the Start Rate that takes into consideration the level of experience, expertise, and portable work hours from similar workplace environments. The Employer will determine the Employee's position on the wage grid. Progression to the next wage step on the wage grid will be in accordance with the wage schedule as outlined in the current Collective Agreement.

ARTICLE 24 – BENEFITS

24.01 The Employer shall pay one hundred percent (100%) of the premium costs of the following benefit programs:

Dental Care Coverage
Group Life Insurance
Dependent Life Insurance
Accident & Serious Illness
Extended Health Care
Alberta Health Care Insurance

The Employee shall pay one hundred percent (100%) of the premium costs for the following benefit programs:

Short-Term Disability
Long-Term Disability

24.02 Should there be a need for such changes in either the carrier or benefits or benefit levels, a committee consisting of two (2) members of the Union and three (3) from the Employer shall be created to find an alternative carrier or plan.

ARTICLE 25 – LAY-OFF

25.01 (a) In the event Regular Employees will be displaced due to subcontracting, leasing, or implementation of technological change, the Employer shall notify the Union at least sixty (60) calendar days in advance of such change, and every effort will be made to absorb affected Regular Employees into other jobs within the Bargaining Unit.

(b) In the case of staff reductions and rehiring, seniority shall apply with priority given to full-time Employees to retain full time work.

(c) The Union shall be notified of all layoffs and recalls within the bargaining unit.

25.02 (a) Definition of Layoff - a layoff shall be defined as:

(i) any reduction in the hours of a regular full-time Employee's regular posting; or

(ii) a reduction in a regular part-time Employee's regular posting.

(b) Layoff Procedure

In the event of a layoff, the Employer shall lay off Employees in the reverse order of their seniority within their classification within the facility they work in, provided that there are Employees remaining that are qualified, willing and able to do the work required.

An Employee who is subject to layoff shall have the right to either:

(i) accept the layoff; or

(ii) displace an Employee who has lesser seniority within their classification and works within the Facility in which the displaced Employee holds their permanent position; and

(iii) who has scheduled hours less than or equal to the Employee being laid off; and

(iv) if the Employee originally subject to layoff is qualified for and can perform the duties without training other than orientation.

(c) An Employee who wishes to exercise their right to displace another Employee with less seniority shall advise the Employer within seventy-two (72) hours of the date of notice of layoff issued by the Employer. Failure to notify the Employer within this time frame will result in the affected Employee accepting their layoff.

(d) Laid off regular part-time Employees shall not have the right to displace regular full-time Employees.

(e) In the event that an Employee is laid off from a regular full-time bargaining unit position and provided that no other positions are available for which the Employee is qualified and able to perform, the regular full-time Employee shall then be allowed to displace a regular part-time Employee with less seniority provided that the Employee is qualified and able to do the work.

(f) No Employees will be transitioned to their newly selected posting/rotation until the bumping process has been fully completed.

(g) Once a displaced Employee has informed the Employer of their choice under 25.02 (b) they will be unable to modify or change their selection as it is deemed final.

25.03 The Employer shall notify Regular Employees to be re-assigned or laid off in accordance with Article 25.01 at least fourteen (14) calendar days before the layoff or re-assignment is to be effective.

If the Employee who has received layoff notice is not provided with an opportunity to work during the notice period, such Employee shall be paid an amount equal to the wages the Employee would have earned, had they worked her regular hours of work in the fourteen (14) calendar days period. If such Employee is assigned duties other than those normally connected with the classification in question during the notice period, the Employee shall not be paid less than the amount of wages they would have been entitled to receive had such Employee not been provided with an opportunity to work during the notice period.

25.04 No new full time or part time Employees will be hired while there are other Employees on layoff as long as laid off Employees have the qualifications to perform the work required and are available to do so.

25.05 (a) Employees on lay off shall be recalled in order of their seniority providing the Employee has the skill and ability to do the job.

(b) An Employee who fails to signify intention to return to work or fails to return to work per the following, shall forfeit any claim to re-employment:

(i) failure to signify intention to return to work within three (3) days of the receipt of the notice of recall, which shall be in writing addressed to the last known address of the Employee according to the records of the Employer, or

(ii) failure in fact to return to work within a further five (5) days of such signification, except when an Employee is required to give up to two (2) weeks' notice to another Employer.

(c) Regular Employees on lay off may accept temporary work as a casual Employee without affecting their recall status and seniority standing upon recall. Such Employees shall be governed by the Collective Agreement provisions applicable to casual Employees.

ARTICLE 26 – JOB SECURITY

26.01 The Employer agrees that there will be no contracting out of services specified in this agreement unless services cannot be provided internally.

26.02 Workers' Compensation Pay Supplement

All Employees shall be covered by the Workers' Compensation Act. An Employee prevented from performing their regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the Employer, after being off work for ten (10) days, the difference between the amount payable by the Workers' Compensation Board and their last rate of pay. Pending a settlement of the insurable claim, the Employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments. In order to continue receiving their regular salary, the Employee shall assign their Compensation cheque to the Employer. In return the Employer shall indicate the amount received from the Compensation Board on the Employee's Income Tax (T-4) form. When an Employee returns to work the Employer shall provide work that is similar or the same as before the Employee's injury.

Employees returning to work shall provide a WCB doctor's certificate that the Employee is capable of performing the full range of duties and responsibilities of their classification. Employees released from Workers' Compensation unable to provide such a certificate, shall be considered to be on sick leave as provided for in Article 21.

ARTICLE 27 – JOB CLASSIFICATION AND RECLASSIFICATION

27.01 Changes in Classification

When the duties or volume of work in any classification are substantially changed or increased or when a classification not covered in Schedule A is established during the term of the Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or the rate of pay of the job in question, such dispute may be submitted to grievance and arbitration. The new rate shall be retroactive to the time the classification was first filled by an Employee.

ARTICLE 28 – GENERAL

28.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and other notices that may be of interest to the Employees.

28.02 No Strike or Lockout

There shall be no strike, lockout or slow down during the term of this Collective Agreement.

28.03 Other Matters

All items not specifically outlined by this Agreement shall be governed according to existing applicable legislation.

28.04 Criminal Record Checks

The Employer agrees to cover the cost for criminal record checks for all current Employees.

ARTICLE 29 – PROMOTIONS, TRANSFERS AND VACANCIES

29.01 (a) When a vacancy occurs or a new position is created, the Employer shall post the position internally. The posting shall contain the qualifications, skills, existing shift schedule and current rate of pay of the position. Such posting shall remain on the notice boards for a period of seven (7) calendar days. An appointment shall be made within seven (7) working days of the end of the posting period unless the Employer has given the Union written notice that it intends to postpone or not fill the vacancy.

(b) Where the Employer determines the knowledge, qualifications and ability are equal; seniority shall be the determining factor. The Employer will determine knowledge, qualifications and ability in a fair and reasonable manner.

(c) If no internal applicant has the required knowledge, qualifications and ability to do the work of the position the Employer may hire an external applicant. The Employer may advertise the position externally while the position is being posted internally.

29.02 Where a current Employee is promoted or transferred, they shall serve a trial period of two (2) months. Upon successful completion of the trial period the Employee shall assume the position on a regular basis. If the Employee proves unsatisfactory, or at the Employee's request during this trial period, the Employee shall revert to a position equal to the one they previously held as soon as possible and other Employees shall revert to their former positions as a result.

29.03 Temporary Vacancy

(a) When an Employee is on an approved leave of absence for two months or more or is expected to be off for more than two months the Employer will post a "temporary position" to be filled until the return of the incumbent.

(b) If a regular Employee is the successful applicant to that position the Employee will remain in that position until the Employee is a successful applicant for another position or until the incumbent to the position returns. If the latter is the case the Employee filling the temporary position will return to their former position, as would all Employees who received positions because of the temporary vacancy.

(c) If the Employer hires a new Employee that Employee will be deemed a temporary Employee.

29.04 The Employer has the right to temporarily fill a vacancy as it sees fit during the posting period and up to the time an appointment is made. No grievance may be filed concerning such temporary arrangements until a selection has been made.

29.05 The Union shall be informed, in writing, who was successful.

ARTICLE 30 – TERM OF AGREEMENT

30.01 Duration

This Agreement shall be binding and remain in effect from May 1, 2025 up to and including April 30, 2028 and shall continue from year to year thereafter unless either party gives to the other party notice in writing of its desire to terminate or amend this Agreement; such notice shall be given not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the expiry of the term of this Collective Agreement. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

30.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lock-out arises.

30.03 The salaries indicated in Appendix “A” shall be effective commencing with the date of signing this Agreement. All other benefits provided in this Agreement shall be effective the first day of the month that immediately follows the month in which this Agreement is signed.

ARTICLE 31 – RETROACTIVITY

31.01 An Employee whose employment has terminated, shall be eligible to receive retroactively any increase in salary which they would have received but for termination of employment, only upon submitting to the Employer, during the period between the expiry date of the preceding Collective Agreement and one (1) month after the signing of this Collective Agreement a written application for such retroactive salary.

ARTICLE 32 – EDUCATION, TRAINING, AND IN-SERVICES

32.01 The Employer will identify specific in-service sessions as being compulsory for Employees as determined by all applicable regulatory and licensing bodies, standards, legislation and Employer-specific programs and initiatives. Those required by the Employer to attend such sessions, shall be paid at the applicable rate of pay in accordance with Articles 14, 18, and Schedule “A” for the duration of the in-service session. The Employer will assume all instructional costs, if any, of these courses.

ARTICLE 33 – MANDATORY MEETINGS

33.01 The Employer may identify specific meetings as being mandatory for Employees, and will endeavor to provide a minimum of seven (7) days’ notice. Agendas and/or meeting objectives will be shared in advance of the meeting.

The expectation is that all Employees attend any meetings identified as mandatory. Failure to attend without notifying their supervisor in advance of the meeting may lead to progressive discipline.

All Employees required to attend such meetings shall be paid at the applicable rate of pay in accordance with Articles 14, 18 and Schedule “A” for the duration of the meeting.

ARTICLE 34 – HEALTH AND SAFTEY

34.01 The Employer and the Union agree they will cooperate to the fullest extent to maintain standards of safety, occupational health and accident prevention in the workplace.

34.02 A Joint Employer-Employee Occupational Health and Safety Committee shall be established per legislation. The Committee shall operate under mutually agreed Terms of Reference, reviewed annually.

34.03 The Union and the Employer recognize that it is the right of the Employee to refuse to perform work that is unsafe to the Employee and/or a client.

ARTICLE 35 – SEVERANCE PAY

35.01 Severance Pay

A regular Employee, shall receive severance pay, at the rate of:

After one (1) year of service - one (1) month of pay
After three (3) years of service - two (2) months of pay

Providing the Employee has not been discharged for just cause.

ARTICLE 36 – LABOUR/MANAGEMENT COMMITTEE

36.01 A Labour/Management Committee shall be formed consisting of up to three (3) members of the Union and up to three (3) members appointed by the Employer. The Committee shall meet as required to discuss issues of mutual concern.

ARTICLE 37 – PENSION PLAN

37.01 Nursing Homes & Related Industries Pension Plan

In this Article, the terms used shall have the meanings as described:

(a) "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-Employer plan.

(b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:

(i) the straight time component of hours worked on a holiday;

(ii) holiday pay, for the hours not worked, and

(iii) vacation pay

All other payments, premiums, allowances and similar payments are excluded.

(c) "Eligible Employee" is defined as full-time and part-time Employees in the bargaining unit who have completed nine hundred seventy-five (975) hours of service.

37.02 Each eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to six percent (6%) of applicable wages to the Plan.

The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to six percent (6%) of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the Employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

37.03 The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

37.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the costs of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

37.05 The Employer agrees to provide the Administrator of the Plan, on a timely basis with all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each Eligible Employee by .05 above of the agreement are:

(a) <u>To Be Provided Once Only At Plan commencement:</u>

(i) Date of Hire
(ii) Date of Birth
(iii) Date of First Contribution
(iv) Seniority List to include hours from date of hire to Employer's fund entry date (for purpose of calculations past service credit)

(b) <u>To Be Provided With Each Remittance:</u>

(i) Name
(ii) Social Insurance Number
(iii) Monthly Remittance
(iv) Pensionable Earnings
(v) Year to Date Contributions
(vi) Employer portion of arrears owing due to error, or late enrolment by the Employer

(c) <u>To Be Provided Once, and If Status Changes:</u>

(i) Full address as provided to the Employer
(ii) Termination date where applicable (MM/DD/YY)
(iii) Gender
(iv) Marital Status

(d) To be provided Annually but no later than December 1st

(i) Current complete address listing

Any additional information requests, beyond that noted above may be provided if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

37.06 The Employer agrees to be bound by the terms on the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

Alternative

37.06 The Employer acknowledges and agrees that, in addition to action which the Union may take to enforce the obligations of the Employer under this Article, the Trustees of the Plan may take actions as well. The Employer agrees that if it is delinquent in remitting the Employee portion of contributions, the Trustees may require the

Employer to pay in addition to such contributions and payment of liquidated damages. These payments may be required in recognition of administrative costs, inconvenience and loss of use of the contributions by the Plan arising from late contributions to the Plan.

The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in negotiations.

SIGNED ON BEHALF OF WHEATLAND MANAGEMENT BODY (Wheatland Lodge)	**SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8**
[redacted]	[redacted]
Jan 12, 2026	Jan 27, 2026
Date	**Date**

SCHEDULE 'A'

Effective May 1, 2025 3.5% increase	Start Rate	After 460 Hours	After 920 Hours	After 2870 Hours
Head Cook	$23.96	$24.44	$24.88	$25.74
Assistant Cook	$21.29	$21.76	$22.18	$23.09
In-Scope Kitchen Manager	$26.24	$26.78	$27.31	$28.31
Activity Coordinator	$22.22	$22.68	$23.14	$23.96
Activity Coordinator (certified)	$25.39	$25.83	$26.26	$27.11
Housekeeping Aid or Dietary Aide	$20.47	$20.92	$21.32	$22.21

Effective May 1, 2026 3.0% increase	Start Rate	After 460 Hours	After 920 Hours	After 2870 Hours
Head Cook	$24.68	$25.17	$25.63	$26.51
Assistant Cook	$21.93	$22.41	$22.85	$23.78
In-Scope Kitchen Manager	$27.03	$27.58	$28.13	$29.16
Activity Coordinator	$22.89	$23.36	$23.83	$24.68
Activity Coordinator (certified)	$26.15	$26.60	$27.05	$27.92
Housekeeping Aid or Dietary Aide	$21.08	$21.55	$21.96	$22.88

Effective May 1, 2027 3.0% increase	Start Rate	After 460 Hours	After 920 Hours	After 2870 Hours
Head Cook	$25.42	$25.93	$26.40	$27.31
Assistant Cook	$22.59	$23.08	$23.54	$24.49
In-Scope Kitchen Manager	$27.84	$28.41	$28.97	$30.03
Activity Coordinator	$23.58	$24.06	$24.54	$25.42
Activity Coordinator (certified)	$26.93	$27.40	$27.86	$28.76
Housekeeping Aid or Dietary Aide	$21.71	$22.20	$22.62	$23.57

Morning Assist (MA) Shift - It is agreed by the parties that MA shift shall be claimed on time sheets as four (4) hours Assistant Cook and three point five (3.5) hours as Dietary Aid.

SCHEDULE 'B'

Waiting Period	3 months of continuous employment
Eligibility	Minimum of 20 hours per week
Cost Sharing - Employer paid portion	LTD & STD are 100% Employee paid Remainder are 100% Employer paid
Dependent Child	Up to age 22 (or 26 if student at recognized institute)
Life	$50,000 coverage - mandatory
Reduction	50% at age 65
Termination	age 70
Dependent Life Insurance	Spouse $10,000; for each child $5,000
Extended Health Care	
Deductible	Nil
Coinsurance	100%
Paramedical	100% up to a maximum of $500 per person per specialty in a benefit year (reasonable and customary charges apply)
Acupuncturist; Audiologist; Chiropractor; Dietician; Homeopath; Massage; Naturopath; Occupational Therapist/Ergotherapist; Osteopath; Physiotherapist/Physical Rehabilitation Therapist; Podiatrist; Psychologist/Social Worker; Registered Clinical Counselor/Psychotherapist; Speech Therapist	Yes
Hearing Aids	$500 once every 36 months
Orthotics	$300 per calendar year (with prescription)
Drugs	
Deductible	Nil
Coinsurance	80% (if purchased at Costco, coinsurance is 90%)
Vision Care	$500 every 24 months (12 months for dependent child)
Eye Examinations	$150 every 24 months (12 months for dependent child)
Dental Care	
Deductible	Nil
Coinsurance	100% (Preventative and Basic) 65% (Major)
Maximum	$2,000
Orthodontia	N/A
Recall	9 months

LETTER OF UNDERSTANDING

between

Wheatland Management Body
(Wheatland Lodge)
(hereinafter called the "Employer")

- and -

Canadian Union of Public Employees, Local 8
(hereinafter called the "Union")

Re: Personal Time Off

After completion of the probationary period, all Regular Employees shall be entitled to one (1) paid Personal Time Off (PTO) day per calendar year. There shall be no carryover and no pay out of any unused days. If the one (1) full day of PTO is not utilized by the Employee in the calendar year, the Employee will receive a 0.5 day of salary at years end.

PTO must be taken in a half or full day increments and must be taken at a time that does not impact clinical or administrative service delivery. PTO cannot be combined or added to vacation days.

This Letter of Understanding will expire on April 30, 2028. However, if the Collective Agreement extends beyond April 30, 2028 this Letter of Understanding will remain in full force and effect until a new Collective Agreement has been executed.

Either Party may cancel this Letter of Understanding by serving thirty (30) days' written notice to the other Party.

Signed: Jan 27, 2026

SIGNED ON BEHALF OF WHEATLAND MANAGEMENT BODY (Wheatland Lodge)	**SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8**
[redacted]	

LETTER OF UNDERSTANDING

between

Wheatland Management Body
(Wheatland Lodge)
(hereinafter called the "Employer")

- and -

Canadian Union of Public Employees, Local 8
(hereinafter called the "Union")

Re: Flexible Health Benefits Spending Account

There shall be a Flexible Health Benefits Spending Account for benefit eligible employees.

The Employer shall allocate the sum of eight hundred and fifty dollars ($850) effective January 1st of each year to a Flexible Health Benefits Spending Account for each eligible employee the first pay period following January 1st of each calendar year.

Eligible Employees who commence employment with the Employer subsequent to January 1st of the calendar year shall have their Flexible Health Benefit Spending Account entitlement adjusted to reflect that later start date.

Benefit eligible employees have the option to decide how to allocate the Flexible Health Spending Account credit. The options are:

- Health Spending Account (non-taxable)
- Wellness Spending Account (taxable)

This Letter of Understanding shall form part of the Collective Agreement.

Signed: Jan 27, 2026

SIGNED ON BEHALF OF WHEATLAND MANAGEMENT BODY (Wheatland Lodge)	**SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8**
[redacted]	

Letter of Understanding

Between

Wheatland Housing Management Body (Wheatland Lodge)

And

Canadian Union of Public Employees (CUPE), Local 8

RE: PENSION PLAN CONTRIBUTION RATES

The Employer and Union agree to replace Article 37.02 regarding pension plan contribution rates with the following:

37.02 Each eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four point five percent (4.5%) of applicable wages to the Plan.

The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to six percent (6.0%) of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the Employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

This Letter of Understanding shall form part of the Collective Agreement and the changes within will be updated into the body of the Collective Agreement at the next round of negotiations.

Signed on behalf of CUPE Local 8

[redacted]

Date: Jan 23, 2026

Signed on behalf of Wheatland Lodge

Date: Jan 23, 2026