COLLECTIVE AGREEMENT

Between

AGECARE INVESTMENTS LTD.

(AgeCare Midnapore)

And

CUPE LOCAL 8

November 1, 2023 to October 31, 2025

Canadian Office &
Professional Employees
SD/mk/Local491

LAND ACKNOWLEDGEMENT

We would like to acknowledge that we are on traditional territories of the Blackfoot Confederacy (Siksika, Kainai, 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 whose territory we work and reside on.

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PREAMBLE

WHEREAS: the Alberta Labour Relations Board has certified the Union as the bargaining agent for certain Employees of the Employer.

AND WHEREAS: it is the desire of both parties to provide for a prompt and orderly method of settling complaints, which may arise under this Collective Agreement.

AND WHEREAS: the parties hereto have agreed to enter into a Collective Agreement upon the terms hereinafter set forth:

ARTICLE 1 – PURPOSE

1.01 It is the desire of the parties to this Collective Agreement to maintain harmonious relations between the Employer and the Union and to work together in the promotion of the highest standard of care and services in the Centre; and

1.02 Share responsibility in preserving the public trust in quality long term care by upholding professional and procedural standards of care.

ARTICLE 2 – TERMS OF COLLECTIVE AGREEMENT

2.01 This Collective Agreement shall be effective November 1, 2023 and shall continue in effect up to and including October 31, 2025 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing between sixty (60) days to one hundred twenty (120) days prior to the expiration date that it desires to amend or terminate the Collective Agreement.

2.02 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Collective Agreement is not reached prior to the current expiration date, this Collective Agreement shall be automatically extended until consummation of the new Collective Agreement or completion of the proceedings prescribed under the Alberta Labour Relations Code.

2.03 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the Parties.

2.04 Where the Collective Agreement references communications “in writing”, such process can involve electronic communications between the Parties.

ARTICLE 3 – STRIKES OR LOCK-OUTS

3.01 In the event of a strike or lockout, the parties to this Collective Agreement agree to abide by the provisions of the Alberta Labour Relations Code governing such conditions.

ARTICLE 4 – DEFINITIONS

4.01 Respecting diversity of our workforce, gender neutral pronouns are adopted throughout the Collective Agreement.

4.02 The singular shall include the plural and vice-versa, as applicable.

4.03 “Basic Rate of Pay” means the incremental step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.

4.04 “Centre” means AgeCare Midnapore.

4.05 “Employee” means a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:

(A) Regular Full-time Employees
A Regular Full-time Employee is one who works Full-time hours as defined in Article 22 – Hours of Work.

(B) Regular Part-time Employees
A Regular Part-time Employee is one who is regularly scheduled to work less than Full-time Employees. These Employees are entitled to vacation, named holidays and sick leave benefits on a pro-rated basis, by establishing the time worked as compared to Full-time employment.

(C) Casual Employees

(a) A Casual Employee is one who 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) Casual Employees shall accumulate seniority but are not entitled to any benefits except those required by the Employment Standards Code or specified under this collective agreement.

(D) Temporary Employees

A Temporary Employee is a person who is hired to work on a temporary basis for a Full-time or Part-time position for:

(a) A specific job of more than three (3) months; or

(b) Replacement of a Full-time or Part-time Employee who is on an approved leave of absence for a period of more than three (3) months; or

(c) Replacement of a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months;

(E) Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

4.06 “Employer” means and includes such officers as may from time to time be appointed, or designated, to carry out administrative duties in respect of the operation and management of the Centre.

4.07 “Full-time Equivalency (FTE)” means the ratio of the scheduled bi-weekly hours for the position held by the Employee to the normal Full-time bi-weekly hours defined at Article 22 - Hours of Work.

4.08 “Health Care Aide” means an Employee who is registered, certified, or recognized for equivalency to certification or deemed competent as per Alberta Health Services Health Care Aide Certification Assessment Profile.

Only Health Care Aides as defined above shall be employed as a Health Care Aide.

4.09 "Shop Steward" shall mean the official representative of the Union on the worksite and shall be elected or appointed from the Employees covered under this Collective Agreement.

4.10 “Status” means either Full-time or Part-time or Temporary or Casual as defined above.

ARTICLE 5 – SCOPE AND RECOGNITION

5.01 The Employer acknowledges that when duly certified as the bargaining agent for Employees described in Certificate #86-2006 issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on

behalf of the Employees in the Unit for which it is certified and to bind them by a Collective Agreement.

5.02 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Collective Agreement.

ARTICLE 6 – UNION SECURITY

6.01 All Employees who are members of the Union on the effective date of this Collective Agreement will remain members of the Union. All Employees who are hired after the effective date of this Collective Agreement shall become, as a condition of employment, members of the Union.

6.02 The Employer shall deduct bi-weekly from the pay of each Employee such dues, initiation fees and assessments as may be established and amended from time to time by the Union. Such sums shall be remitted to the Treasurer of the Union not later than the 15th day of the following month in which the dues were deducted, along with a list of the Employees (showing Regular Full-time, Regular Part-time, Temporary, Casual status and address, phone number, and email addresses, if available) and the amount deducted from the pay of each Employee. In addition, the Employer will provide a list of all newly hired employees (showing Regular Full-time, Regular Part-time, Temporary, Casual status and address, phone number, and email addresses, if available) as soon as reasonably possible after hiring.

6.03 Dues deductions shall commence effective the date of employment. The Union shall notify the Employer no less than thirty (30) calendar days of changes to the amounts of any dues deductions. Such changes shall be implemented on the first (1st) day of the first (1st) pay period following such notice period.

6.04 The Employer shall indicate the individual union dues deducted and enter the amount on T4 slips issued to Employees for tax purposes.

6.05 A representative of the Union shall have the right to make a presentation of up to fifteen (15) minutes for all new Employees with respect to the structure of the Local, as well as the rights, responsibilities, and benefits under the Collective Agreement. Attendance at the presentation shall not be compulsory, and a representative of the Employer may be present at such presentation. The Union Representative's time to do the presentation shall only be paid by the Employer if the presentation occurs during the Employee's scheduled hours of work. The Employer shall pay no overtime or travel time. To minimize impact on operations if the Employee selected as the Union Representative is an Employee of AgeCare, the Employee shall be working in the facility where the general orientation is conducted.

ARTICLE 7 – MANAGEMENT RIGHTS

7.01 Management reserves all rights not specifically restricted by this Collective Agreement, including, but not limited to the following;

(a) Direct the work force and create new classifications, work units, schedules, and to determine the number of Employees needed from time to time in any work unit or classification.

(b) Maintain order, discipline, efficiency and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;

(c) Hire, promote, transfer, layoff and recall Employees.

(d) Discipline or terminate for just cause.

ARTICLE 8 – DISCRIMINATION

8.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination, violence, and harassment are not tolerated.

(a) There shall be no discrimination, restriction, or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, color, national origin, political or religious belief, gender, gender identity, gender expression, sexual orientation, marital status, physical disability, mental disability, ancestry, place of origin, source of income, family status, political affiliation or any other prohibited grounds as provided in the Al*berta Human Rights Code;*

(b) Nor by reason of membership or non-membership or activity in the Union;

(c) Nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

8.02 The Employer and the Union recognize the diversity of the workplace, including the multicultural and linguistic composition of the workforce. To support an inclusive workplace, Employees shall speak in English while on Employer paid time, unless required otherwise for the care of a resident.

ARTICLE 9 – UNION COMMITTEE AND STEWARDS

9.01 The Employer shall be advised in writing of the names of Shop Stewards and be immediately notified of any changes of Shop Stewards as may occur from time to time.

9.02 The Employer agrees that not more than one (1) Shop Steward shall be allowed to attend meetings, as required with the Employer, without loss of pay, for purposes of attending formal investigation meetings in which the Employee has requested representation. Additional Shop Stewards may be allowed to attend meetings with mutual agreement between the Union and the Employer without loss of pay.

9.03 Except for meetings with their Employer as specified in 9.02 above, it is agreed by the Union that whenever possible, activities of the Stewards shall be carried on outside of their regular working hours unless otherwise mutually arranged by the parties to this Collective Agreement.

9.04 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE

10.01 Throughout this article the reference to “days” shall not include Saturdays, Sundays, or Statutory Holidays.

10.02 Every effort shall be made to resolve all complaints and grievances in the following manner:

Step 1

Employees believing they may have a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with their immediate Supervisor within seven (7) days of becoming aware of, or reasonably should have become aware of, the occurrence. Immediate Supervisor means that person from whom the Employee normally receives work assignments. Every effort shall be made by both parties to resolve the problem at this level. The Immediate Supervisor shall advise the Employee of the decision within seven (7) days of discussing the matter.

Step 2

Within seven (7) days of the Step 1 decision, the grievance may be forwarded, in writing, by the Union to the Employee’s Director/Designate, and to the Manager Labour Relations specifying the nature of the grievance and the redress sought. The Director/Designate may meet with the Union and the Employee within seven

(7) days of receipt of the grievance. In any event a decision, in writing, will be rendered within five (5) days of the meeting being held.

Step 3

Within seven (7) days of receipt of the decision at Step 2, the Union may submit the grievance, in writing, to the Vice President Human Resources and Manager Labour Relations. Within seven (7) days of receipt of the grievance the Vice President Human Resources shall meet with the Union and the Employee to discuss the grievance and shall render their decision, in writing, within five (5) days of the meeting being held.

Should satisfactory resolution of the matter not be achieved it may be submitted to Arbitration.

Step 4 – Arbitration

(a) Within twenty-five (25) days of receiving the decision of the Vice President Human Resources, the Union shall notify the Employer in writing of its intention to submit the grievance to arbitration. Upon referral to arbitration, the parties will appoint a mutually agreeable arbitrator within fourteen (14) days. In the event of failure to agree upon an arbitrator, either party may request the Director of Mediation Services to appoint a person on their behalf.

(b) Either party may propose in writing to the other party the use of a three (3) person Board of Arbitration. The use of a three (3) person Board of Arbitration will be subject to mutual agreement of the parties. Upon agreement, the parties will, within fourteen (14) days, give written notice of their nominee to the Board. The two (2) named members of the Board will, within fourteen (14) days, name a third member of the Board who will be Chairperson. In the event of failure to agree upon a third person, either party may request the Director of Mediation Services to appoint a person on their behalf.

(c) The Arbitration Board or single Arbitrator shall hear and determine the difference and shall issue an award in writing. In the case of a Board of Arbitration, the decision of the majority of the Arbitration Board shall be final and binding upon the parties and upon the Employee(s) affected by it. When there is no majority decision, the decision of the Chair shall be the decision of the Board. In the case of a Single Arbitrator, the decision of the Arbitrator shall be final and binding upon the parties and upon the Employee(s) affected by it.

(d) Either party, within five (5) days from receipt of the Board's decision, may apply to the Chair of the Arbitration Board to reconvene the Board for purposes of clarifying the decision.

(e) Each of the parties to the Collective Agreement shall bear the fees and expenses of their own nominee and witnesses, if in the case of a single Arbitrator, the fees and expenses of the sole Arbitrator shall be shared equally between the parties.

(f) The Arbitration Board or Single Arbitrator, by its decision, shall not alter, amend, or change the provision of this collective agreement.

10.03 When a difference arises between the Employer and an Employee concerning the interpretation, application, operation or an alleged violation of this Collective Agreement, the Employee shall continue to work in accordance with the Collective Agreement until the difference is settled, except in the case of suspension or dismissal.

10.04 An Employee shall have the right to be accompanied by a Union Representative at each step of the grievance process.

10.05 At any stage of the Grievance Procedure, including Arbitration, the parties may have the assistance of the Employee or Employees concerned as witnesses. All reasonable arrangements will be made to permit conferring parties or the Arbitrator to have access to any part of the Centre to view any working conditions, which may be relevant to the settlement of the grievance.

10.06 The time limits specified throughout the steps may be extended by mutual consent in writing between the Union and the Employer.

10.07 Mandatory Conditions

(a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.

(b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step following expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.

(c) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.

10.08 Union Policy Grievance

Where a dispute involving the 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.

10.09 Employer Policy Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Union or any Employee of this Collective Agreement. The grievance shall be submitted to the Union President/Designate with a copy sent to the National Representative within twenty (20) days of the date the Employer became aware of, or reasonably should have become aware of, the occurrence. The Union shall respond in writing within seven (7) days after receiving the grievance. Failing settlement, the grievance may be referred to Step 4; it being understood that the Employer is the grievor.

10.10 The Union and Employer agree that in the event of either a Union or Employer policy grievance that resolution will be pursued in good faith and there will be no disruption to the day-to-day operations of the workplace.

10.11 Suspension or Dismissal Grievance

Employees alleging dismissal or suspension without just cause may commence their grievance at Step 2, within seven (7) days of the occurrence.

10.12 Alternative Dispute Resolution Mechanisms

(a) Failing satisfactory settlement being reached at Step 3, either party, with the agreement of the other party, may submit a grievance to Third Party Mediation at any time within fourteen (14) days of receipt of the Employer's response at Step 3. Upon referral to Mediation, the parties will appoint a mutually agreeable Mediator.

(b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to Mediation, or longer period as agreed by the Parties.

(c) All materials and information relating to the dispute and known to the parties at the time of mediation shall be disclosed during the proceedings.

The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged. Proceedings before the Mediator shall be informal.

Accordingly, the rules of evidence will not apply, and no records of the meeting shall be made.

(d) The fees and expenses of the mediator shall be shared equally to the Parties to the dispute.

(e) If the grievance is not settled at this stage, either party may decide to proceed to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to Arbitration.

ARTICLE 11 – PROBATIONARY EMPLOYEES

11.01 A newly hired Employee must successfully complete a probationary period of five hundred twenty (520) hours or six (6) months, whichever is shorter.

11.02 On or before the expiry date of the probationary period, the Employer will advise the Employee of their decision in writing, and with reasons to:

(a) Confirm the Employee's appointment to the position as they have successfully completed the probationary period, or

(b) Extend their probationary status for a further period, up to a maximum of three (3) months worked, and advise the Union accordingly, or

(c) Dismiss the Employee if they are determined by the Employer to be unsatisfactory without:

(i) notice; or

(ii) termination pay (except as may be required by the provisions of the Alberta Employment Standards Code), and

(iii) recourse to the grievance procedure set out in the Collective Agreement or the code, with respect to such termination.

11.03 Probationary Employees who fail to pass probation will be allowed to be accompanied by a Union Representative during the meeting.

11.04 A probationary Employee who becomes the successful applicant for a different job classification is required to complete a probation period of an additional two (2) months.

11.05 An Employee must successfully complete probation to be eligible for a move to their next Step in the pay grid.

11.06 The Employer shall provide a paid orientation period for all new Employees and for all Employees returning to work from an absence of twelve (12) months or longer.

ARTICLE 12 – SENIORITY

12.01 Seniority is defined as the length of continuous employment at AgeCare Midnapore within the bargaining unit, from the date of last hire, including the time served prior to the union certification. Casual Employees will accrue seniority by total hours worked.

Employees will continue to accrue seniority when absent for:

(a) Periods of sick leave, paid for by the Employer;

(b) Leaves of absence with pay;

(c) Bereavement leave;

(d) Jury duty;

(e) Paid vacation time;

(f) Approved time off for Union Business;

(g) Periods of Workers' Compensation benefits;

(h) Maternity or parental leave of absence.

(i) Periods of leave when in receipt of Long-Term Disability (LTD).

12.02 An up to date seniority list shall be posted on the bulletin boards in December and June of each year. Copies of the seniority list will be provided to the Union at the time of posting. The seniority list will indicate the Employee's names alphabetically.

An Employee, for their own seniority, or the Union, for all Employees' seniority, must notify the Employer of an alleged error in the seniority list within thirty (30) calendar days of the posting of the most recent seniority list, otherwise the seniority will be deemed correct.

12.03 Seniority status, once acquired, will be lost only for the following reasons:

(a) Voluntary resignation;

(b) Discharge for cause;

(c) Lay-off in excess of twelve (12) months;

(d) 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 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. An Employee who so fails shall forfeit any claim to re-employment;

(e) Absence from work without leave of absence being granted by the Employer, or an explanation being given which is reasonable in the circumstances;

(f) Engaging in gainful employment while on a leave of absence, unless otherwise agreed to by the Union and the Employer.

12.04 Seniority status, once acquired, will be retained for absence occasioned by illness.

12.05 Upon two (2) days' written notice (excluding Saturdays and Sundays and named holidays) to the Employer, an Employee will be provided with their current seniority status.

ARTICLE 13 – PROMOTIONS, TRANSFERS, AND VACANCIES

The Employer recognizes the value and importance of developing staff, promoting from within and creating a stable workforce. In appointments, transfers, and promotions, while honouring seniority; the objectives are to support safe and compassionate resident care and service by hiring the most qualified person.

13.01 Job Postings

When a new position is created, or when a vacancy occurs in a position that is to be filled, the Employer shall immediately post notice of the position for seven (7) calendar days so that all members will know about the vacancy or new position. The posting shall include nature of position, neighbourhood name, qualifications, hours of work and wage. Qualifications set must pertain to the work performed. Copies of all posting shall be forwarded to the Union.

13.02 In making promotions and transfers, the determining factors shall be skill, knowledge, and experience, and where these factors are considered by the Employer to be relatively equal, seniority will be the deciding factor.

If all applicants for a vacancy are Casual Employees, the determining factors shall be skill, knowledge, and experience, and where these factors are considered by the Employer to be relatively equal, the position shall be awarded to the Employee who has the most seniority.

13.03 Temporary Vacancy

(a) A temporary vacancy is a vacancy created by an Employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed three (3) months.

(b) The Employer will outline to the successful applicant the anticipated conditions and duration of such vacancy. Upon the return of the Employee from their absence, the Employee working the temporary vacancy shall have the right to return to their former position held immediately prior to accepting the temporary assignment, if it still exists. If the position does not exist, the Employee may exercise their rights under the Collective Agreement. In instances where an Employee returns to work prior to the estimated date of return, the Employer shall endeavor to provide at least two (2) weeks' notice to the Temporary Employee. If two (2) weeks' notice is not possible due to reasons beyond the Employer's control, the Employer will notify the Temporary Employee as soon as reasonably possible.

(c) In the event that a Part-time or Casual Employee is a successful applicant, the Part-time or Casual Employee shall retain their Part-time or casual status, for purpose of lay off only during the temporary or Full-time or Part-time period.

(d) Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to three (3) months duration, as the Employer may deem appropriate.

(e) Employees who are awarded a Temporary posting are required to work a minimum of three (3) months in that temporary assignment before applying on another posting.

13.04 All applicants shall be informed of the successful applicant of the posting, with a copy going to the Union. The Employer will post a notice showing successful applicants to postings.

13.05 Trial Period

If an Employee in one position is the successful applicant for a new position, they will be considered on a trial period in their new position for three (3) months or three hundred (300) hours worked, whichever is shorter, commencing from the start date of the new position. During this trial period, the Employee may choose to return to their former position or the Employer may direct the Employee to return to their former position at their former basic rate of pay without loss of seniority. If a return to their former position is not possible or causes job loss, the Employer may place the Employee in a comparable position or keep the Employee in place until a suitable line becomes available for no longer than three (3) months with no loss of seniority and at a rate of pay equivalent to that of their former position.

ARTICLE 14 – BULLETIN BOARDS

14.01 The Employer agrees to supply and make available to the Union, for the posting of seniority lists and Union notices, one (1) bulletin board in each of the staff rooms.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 An Employee may be granted a leave of absence without pay for a period of time not to exceed three (3) months, for personal reasons provided that such leave may be arranged without undue inconvenience to the normal operations of the care centre. Except in emergencies, written applications for leave of absence must be made at least two (2) weeks in advance of such leave and submitted to the Employee's Supervisor(s) or designate for final approval. The request must include both start and end dates. The Employee does not have the time off until they receive written approval. Unauthorized absences may be subject to discipline. Requests for an emergency leave of absence shall not be unreasonably denied. However, the Employee may be required to provide reasonable evidence of such an emergency.

15.02 The following rules will apply to any Employee who is granted a leave of absence:

(a) Employees who are on a leave of absence will not engage in any gainful employment with any other Employer while on such leave, unless otherwise agreed by the Union and the Employer. Any Employee who engages in gainful employment while on a leave of absence will forfeit all seniority rights and privileges contained in this Collective Agreement.

(b) An Employee on approved leave of absence must provide their contact information to the Employer prior to commencing the leave, for purposes of

sharing important workplace information, and confirming return to work dates.

(c) Any Employee who has been granted a leave of absence of any kind and overstays their leave, except in emergency situations, shall be considered to have terminated their employment without notice.

(d) To qualify for a leave of absence as stipulated in Article 15.01, the Employee must have completed one (1) year worked with the Employer as defined in Article 12.01. Casual Employees do not qualify for leaves of absence.

(e) No Employee on an unpaid leave of absence, as stipulated in Article 15.01 will accumulate seniority, sick leave credits, salary increases, vacation credits or named holidays. Seniority established at the point of leave will be reinstated upon return to work.

(f) The Employer will make no payments towards AgeCare's Group Benefits Plan during leaves greater than one (1) month except for the health-related portion of maternity leave. The Employee may continue their coverage in the above-mentioned plan by paying the full cost of the premiums to the Employer and the Employer will make payments to the respective carrier. Prior to starting their leave, the Employee must submit post-dated cheques for each month, for the duration of the leave of absence, to the Payroll Department for the amount of the premiums prior to commencing the leave of absence.

(g) Where payment from an Employee on an approved leave of absence for Health benefits coverage continuation is not received or is overdue, the Employee must make the required payment within seven (7) calendar days. If payment is not received, benefits will be terminated on the effective date of the leave.

(h) All requests for leave of absence must be submitted to the Employee's supervisor/designate for final approval. Requests shall not be unreasonably denied.

(i) With the exception of one (1) week, all Employees must use all vacation and all stats, float and overtime banked time before being granted a leave.

(j) All Employees returning early from a leave must provide a minimum of four (4) weeks' written notice.

15.03 Education Leave

The Employer may grant up to twelve (12) months' unpaid leave of absence to an Employee for education opportunities. No request will be unreasonably denied.

ARTICLE 16 – MATERNITY AND PARENTAL LEAVE

Employees are entitled to up to eighteen (18) months of unpaid, job-protected leave in the event of the birth or adoption of a child.

16.01 Maternity Leave

(a) An Employee who has completed ninety (90) days of continuous employment shall, upon their written request at least four (4) weeks 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 they commence maternity leave not later than the date of delivery. If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith.

(b) Maternity leave shall be without pay and benefits except for that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan Benefits or LTD. Maternity leave shall be without loss of seniority. Parents can take up to sixteen (16) consecutive weeks of maternity leave.

(c) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part or all the period of the extension.

16.02 Parental Leave

(a) 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.

(b) 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.

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

(d) If two (2) Employees are parents to the same child, the Employer is not required to grant Parental Leave to more than one (1) Employee at a time.

16.03 Birth Leave

Upon request, a parent, other than the birth parent, shall be given one (1) working day to attend to matters directly related to the birth of their child. Such day shall be taken as a vacation day, a day in lieu of paid holiday, a day in lieu of overtime, or an unpaid leave of absence.

ARTICLE 17 – LEAVE OF ABSENCE FOR UNION BUSINESS

17.01 The Employer may grant Leave of Absence with pay to Employees to attend union conventions, seminars, education classes, or other union business. The Employer shall continue to pay the normal pay and benefits of Employees on approved Union Leave and, subsequently, bill the Union for that cost; the Union shall forthwith reimburse the Employer.

17.02 In the event that an Employee becomes a Full-time official of the Union, they shall be granted leave of absence for the purpose of carrying out the duties of their office and shall retain their seniority in their department as if they had remained in continuous employment therein. They shall have the right, at any time, upon giving four (4) weeks' notice, to return to their previous position or to such other position to which they may be awarded by reason of seniority and ability.

ARTICLE 18 – BEREAVEMENT LEAVE

18.01 When a death occurs in the immediate family of an Employee, the Employee shall be granted paid bereavement leave of not more than five (5) calendar days, commencing or ending with the day of the funeral or death, or five (5) days including the day of the funeral. Pay for such leave is limited to days actually missed from work per the Employee's scheduled working days. Should the day of the internment occur at a later date, the Employee shall be entitled to reserve one day of bereavement leave for the internment.

18.02 It is agreed that immediate family shall mean the following members of an Employee's family or the family of their spouse, including common-law spouse:

wife, husband, same gender partner, child, stepchild, mother, father, stepmother, stepfather, grandfather, grandmother, grandchild, brother, stepbrother, sister, stepsister, aunt, uncle, or guardian. Common-law spouse shall mean a person who has cohabited continuously for a period of not less than one (1) year.

18.03 An Employee may be granted up to a month leave of absence without pay, upon an approved leave from the Employer upon the death of an immediate family member.

ARTICLE 19 – JURY AND WITNESS DUTY

19.01 An Employee who is subpoenaed by the Crown for jury duty or as a witness for the Crown, shall not lose any pay because of such service provided the amount paid for such service is repaid by the Employee to the Employer within thirty (30) calendar days. The Employee must present proof of service and shall notify the Employer immediately upon receipt of notification that the Employee has been subpoenaed by the Crown.

ARTICLE 20 – PERSONAL DAYS

20.01 After completion of the probationary period, all Regular Employees and Temporary Employees (in a temporary vacancy lasting at least six (6) months), shall be entitled to one (1) paid day off each calendar year for personal use. The Employee shall give the Employer as much notice as is reasonably possible. There shall be no carryover and no pay out of any unused days. Eligible new Employees who are hired prior to June 30th shall receive the benefit.

ARTICLE 21 – OTHER UNPAID LEAVES OF ABSENCES

21.01 All other unpaid Leave of Absences from the Employer will be addressed and align with applicable *Alberta Employment Standards* legislation, included but not limited to the following:

(a) Compassionate Care Leave
(b) Long Term Injury & Illness Leave
(c) Domestic Violence Leave
(d) Citizenship Ceremony Leave
(e) Death or Disappearance of Child Leave
(f) Critical Illness of a Child Leave
(g) Bereavement Leave
(h) Personal and Family Responsibility Leave

Should the Employee require time off in excess of Employment Standards, the Employer will consider 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 crisis unit supervisor.

ARTICLE 22 – HOURS OF WORK

22.02 (a) The work week shall be arranged to permit regular Employees to have at least every third (3rd) weekend off.

(b) Regular Employees may voluntarily forego the option of having every third (3rd) weekend off by providing written notice to the Employer of their desire 22.01 The hours of work for regular Full-time Employees, exclusive of meal times, shall be seven-point five (7.5) hours per day and thirty-seven-point five (37.5) hours per week averaged over one (1) shift cycle or an equivalent mutually agreed to by the Employer and the Union.

to work additional hours on their scheduled weekends off. Such hours, if offered by the Employer, will be worked at the basic rate of pay, subject to Article 24 - Overtime.

(c) Regular Part-time Employees will be scheduled for shifts being less than or equal to seven point five (7.5) hours subject to Article 4.01.

(d) Regular Full-time Employees will not normally be scheduled to work more than six (6) consecutive days.

(e) Days off each week shall be consecutive as far as possible.

22.03 Master shift rotations covering a four (4) week to six (6) week period shall be posted four (4) weeks in advance of their effective date.

Requests by Employees for a specific day off must be submitted to the Director/Designate at least two (2) weeks prior to the requested day off. If the above is not given the Employer reserves the right to deny the request. Except for casual shifts, or mutually agreed shift changes, once schedules have been posted, no changes will be made by either Party without mutual agreement. As much as possible Regular Employees shall only be scheduled a permanent day, evening, or night rotation.

22.04 Lunch or Meal Periods

An unpaid meal period of thirty (30) minutes shall be provided for all Employees working a scheduled shift that is in excess of five (5) hours and such meal period shall be uninterrupted except in the case of emergency.

22.05 Relief Periods

Employees will be provided one (1) 15-minute relief period in each 4-hour shift or period, without reduction in pay and without increasing the regular working hours.

ARTICLE 23 – PREMIUMS

23.01 Weekend Premiums will be paid at the rate of $3.00 for all hours worked between 1500 Friday to 0700 Monday.

23.02 A shift differential will be paid at the rate of $2.00 per hour for all hours worked between 1500 hours and 2300 hours, and at a rate $3.00 per hour for all hours worked between 2300 hours and 0700 hours.

ARTICLE 24 – OVERTIME

24.01 The Employer shall determine when overtime is necessary and for what period of time it is required. The Director/Designate must authorize all overtime. Any unapproved overtime will not be paid. The Employer shall limit mandatory overtime to emergency situations of critical staff shortages and/or critical resident risk.

24.02 The rate of one point five (1.5) times the basic rate of pay will be paid for authorized overtime as follows:

(a) All hours in excess of seven point five (7.5) hours in any one (1) day.

(b) All hours in excess of seventy-five (75) hours in a two (2) week pay period.

(c) When a regular Full-time Employee is called to work on their assigned day off.

(d) All hours exceeding six (6) consecutive days without a day off for Full-time Employees.

24.03 When Employees are called back to work after leaving the Centre premises upon completion of their shift, such Employees will receive a minimum of two (2) hours pay at straight time rates or actual hours worked at two (2) times the Employee's regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of Employees required to work immediately prior to the commencement of their regular shift. This clause is not applicable to Casual Employees.

24.04 Where mutually agreed by the Employer and the regular Employee time off in lieu of overtime equivalent to the actual time worked adjusted by the overtime rate must be taken by December 31st. Time in lieu of overtime not taken will be automatically paid at the applicable overtime rate.

24.05 Part-time Employees can voluntarily work extra hours up to full time hours without incurring overtime rates.

ARTICLE 25 – WAGES

25.01 Wages shall be paid in accordance with Schedule "A", attached to and made part of this Collective Agreement.

25.02 Recognition of Previous Experience

When an Employee has experience satisfactory to the Employer, their starting rate shall be adjusted by applying the following:

(a) Experience prior to a two (2) year lapse will not be recognized.

(b) All experience satisfactory to the Employer shall be recognized on a one to one (1:1) basis up to the top increment in the wage scale. Additional hours worked, measured in monthly units, and not credited for the purpose of initial placement on the wage scale, shall be applied towards the calculation of the next.

25.03 Committee Participation

The Employer recognizes the importance of Employee participation in committees. Therefore, Employees who are members shall be paid their basic rate of pay when attending Employer established committee meetings outside of their scheduled work hours.

ARTICLE 26 – MINIMUM REPORTING ALLOWANCE

26.01 If an Employee reports for work at the regularly scheduled time for the Employee's shifts, the Employee will be entitled to a minimum of three (3) hours' pay at not less than the Employee's regular rate, unless previously notified by the Employer to the contrary, either orally or by message left at the Employee's residence, provided, that, if requested by the Employer, the Employee shall perform a minimum of three (3) hours of such available work as the Employer may assign at the Employee's regular rate of pay or such higher rate as may apply to the assigned work; provided further, that this section shall not apply in the case of any labor dispute or emergency such as fire or power shortage which

prevents the operation of the care centre, nor shall it apply to Employees returning to work without notice after leave of absence.

ARTICLE 27 – PAY DAY

27.01 The Employer agrees that wages shall be paid bi-weekly by direct deposit into the Employee's account at a major banking institution of the Employee's choice. The Employee will receive a statement of earnings with all deductions on the day preceding payday.

27.02 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. Overpayment recovery and repayment plans will be made only for errors identified within six (6) months from time overpayment occurred. The Employer shall notify the Employee, with a copy to the Union, in writing that an overpayment has been made and discuss the repayment options. By mutual agreement between the Employer and the Employee, repayment arrangement shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to twenty percent (20%) of the Employee's gross earnings per pay period. In the event the Employee's employment is terminated prior to the full recovery of the overpayment, the Employer will deduct the full outstanding amount from the Employee's final pay. If the final pay is not great enough to cover the full outstanding amount, the Employee will submit post-dated cheques to pay the full outstanding amounts. The number of post-dated cheques will be upon mutual agreement between the Employer and the Employee.

27.03 Should an error occur that results in an Employee being underpaid, the correction will be made as follows:

(a) If the amount is less than $150.00, the correction will be made in the pay period following the date on which the underpayment was brought to the Employer's attention.

(b) If the amount is greater than $150.00, the underpayment will be paid back within five (5) business days via direct deposit after notification to the Employer.

ARTICLE 28 – NAMED HOLIDAYS

28.01 The following days shall be recognized as Named Holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
August Civic Holiday	Boxing Day

28.02 Notwithstanding the foregoing, while:

(a) on layoff; or

(b) in receipt of compensation from the Workers' Compensation Board; or

(c) on other leaves of absence in excess of thirty (30) calendar days for any reason an Employee shall not be entitled to:

(i) a day off with pay, or

(ii) payment in lieu thereof,

for the aforementioned Named Holidays.

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

(a) have worked for the Employer for at least thirty (30) days in the year before the Named Holiday.

(b) not have been absent without the Employer's consent on the last scheduled day before the Named Holiday or the first scheduled day after the Named Holiday.

(c) not have refused to work on the Named Holiday when requested/scheduled to.

28.04 All Eligible Employees as per 28.02 and 28.03 who:

(a) Do not work and are scheduled to work on the Named Holiday, are paid a day's average wage for the Named Holiday.

(b) Do work and are scheduled to work on a Named Holiday, are entitled to:

(i) their average daily wage, plus one point five times (1.5x) the Employee's wage rate for each hour worked; OR

(ii) their wage rate for each hour worked on the Named Holiday and a day off with pay that is taken at a mutually agreeable time.

28.05 (a) Casual Employees are paid Named Holiday pay if during at least five (5) of the last nine (9) weeks, they worked on the day of the week that the Named Holiday falls.

(b) Casual Employees who work and are scheduled to work on a Named Holiday are entitled to one point five times (1.5) the Employee's wage rate for each hour worked.

28.06 When a Named Holiday falls on a day that would otherwise be a regular Employee's regular scheduled day off, or during an Employee's vacation, the Employee shall receive either:

(a) an alternate day off/or hours at a mutually agreed time; or

(b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at their basic rate of pay.

ARTICLE 29 – VACATION

29.01 Each regular Full-time and regular Part-time Employee covered by this Collective Agreement shall receive the following vacation with pay on the basis of service, with one thousand nine hundred and fifty (1950) hours worked being equivalent to one (1) year, as follows.

Up to four (4) years of service	112.5 hours (three [3] weeks)
Five (5) years up to twenty (20) years of service	150 hours (four [4] weeks)
Over twenty (20) years of service	225 hours (five [5] weeks)

Vacation shall not accrue during:

(a) Any period of sick leave (paid or unpaid) in excess of thirty (30) days; or

(b) Lay off; or

(c) Leave of Absence without pay; or

(d) An absence while in receipt of Worker's Compensation Benefits over twenty-four (24) months

For the purpose of calculating eligibility for vacation, the vacation year shall be the period of April 1st of any year to March 31st of the following year. Calculations of hours worked for vacation entitlement increases shall coincide with the vacation year ending March 31st.

29.02 (a) The Employer will give reasonable consideration to an Employee's request for vacation dates of the Employee's choice in order of the Employee's seniority. An Employee shall have the ability to use their seniority to indicate their vacation preference for only one of the vacation periods each year. The final right to determine vacation is vested in the Employer.

Vacation Period 1: June 1 – November 30
All regular Employees should indicate their choice of vacation dates by March 1st for vacation to be taken between June 1st and November 30th of the same calendar year, and any Employee who fails to submit a request for time off will have waived their right to their choice of vacation period over other Employees, regardless of their seniority standing. Electronic approval of vacation requests will be provided by April 1st.

Vacation Period 2: December 1 – May 31
All regular Employees should indicate their choice of vacation dates by September 1st for vacation to be taken between December 1st of the same calendar year and May 31st of the following calendar year, and any Employee who fails to submit a request for time off will have waived their right to their choice of vacation period over other Employees, regardless of their seniority standing. Electronic approval of vacation requests will be provided by October 1st.

Employees requesting vacation time for either Christmas Day or New Year's Day will be granted on the basis of rotating schedule from year to year.

(b) To promote work-life balance and provide as many Employees as possible the opportunity to request vacation during the high-volume vacation periods, the maximum amount of vacation time that may be approved between June 20th and September 10th will be two (2) calendar weeks.

29.03 (a) Upon successful completion of an Employee's probationary period, the Employee will be entitled to apply for vacation time and use any vacation hours which have been accumulated to date.

(b) Employees will be entitled to utilize any and all vacation hours which they have accumulated to date.

(c) Vacation not requested by September 30th, will be scheduled by the Employer prior to October 31st at a mutually agreeable time. Vacations are

given to ensure that Employees have a rest from work and return to work refreshed.

(d) Full-time and Part-time Employees may carry forward one (1) week of accrued vacation into the following year. They are required to utilize all other accrued vacation credits (beyond one week) before the end of each year – December 31st. An Employee may be permitted to carry forward an additional portion of unused vacation to the next year upon approval from their manager. A request to forward unused vacation credits shall not be unreasonably denied.

(e) Vacation time requested outside of the posting periods in Article 29.02 are considered ad hoc time off requests. With two (2) weeks' notice, management will consider requests in the order received and approval will be based on service requirements.

29.04 All vacation with pay earned in accordance with Article 29.01 shall be paid on the final pay of an Employee whose employment has ended.

29.05 Casual Employees shall be paid on each pay cheque, in addition to their basic rate of pay, a sum equal to:

(a) Six percent (6%) of their regular earnings during the first (1st) to fourth (4th) year of employment;

(b) Eight percent (8%) of their regular earnings during each of the fifth (5th) to twentieth (20th) employment years;

(c) Ten percent (10%) of their regular earnings during each of the twenty first (21st) and subsequent employment years.

ARTICLE 30 – SICK LEAVE

Pay for sick leave is for the sole and only purpose of protecting Employees against loss of income when they are legitimately ill or unable to work due to a non-W.C.B. compensated injury and will be granted to regular Employees on the following basis providing sick leave credits are available. Employees reimbursed by an outside party for time lost shall reimburse their sick leave bank.

30.01 (a) Employees shall be granted to accrue sick leave credits for personal illness from the date of employment. Such credit shall be granted on the basis of one point two five (1.25) days per month (162.5 hours) of service and shall be accumulative to a maximum of eighty (80) days.

(b) Regular Part-time Employees shall be credited with sick leave credits on a pro-rated basis of regular hours worked.

30.02 Sick leave credits shall not accrue during:

(a) Any period of sick leave (paid or unpaid) in excess of thirty (30) calendar days; or

(b) A layoff; or

(c) A leave of absence without pay.

30.03 Access to sick pay insurance shall cease upon notice of termination or resignation of employment.

30.04 (a) Regular Employees granted sick leave shall be paid for the period of such leave at their current hourly rate of pay. The number of hours paid shall be deducted from their accumulated sick leave credits up to the total amount of the regular Employee's accumulated credits at the time the sick leave commenced.

(b) For the purpose of this clause, a defined course of medical treatment of an acute condition (i.e., chemotherapy, insulin adjustment therapy) shall be treated as a single incident.

(c) Compensation under the Workers' Compensation Act shall not be charged against accumulated sick leave credits granted in accordance with Article 30.01.

30.05 (a) Employees unable to report for scheduled work on account of personal illness must notify the Employer on the first day of illness before they would normally report to work as follows:

(i) Day Shift: a minimum of two (2) hours' notice prior to start of shift.

(ii) Evening Shift: a minimum of two (2) hours' notice prior to start of shift.

(iii) Night Shift: a minimum of four (4) hours' notice prior to start of shift.

(b) Failure to give adequate notice except in emergency situations may result in loss of sick leave benefits for that day of absence and possible disciplinary action.

(c) During an illness of undetermined length, the Employee will notify the Employer of their progress weekly and provide the Employer with a physician's notice of their readiness to return to work as far in advance as possible.

(d) Sick relief shifts accepted by Employees may be canceled by the Employer, with as much advance notice as possible, when the regular incumbent returns to work.

30.06 (a) The Employer may require an Employee absenting themselves on account of personal illness of three (3) consecutive days or more prior to receiving pay for such absent day(s), furnish a medical certificate issued by a qualified medical practitioner such as a Physician, Nurse Practitioner, Ophthalmologist, or Dentist certifying the Employee was unable to work due to personal illness.

(b) Exceptions to the above language will include sick calls that are:

- attached to scheduled days off or non-worked statutory holidays;
- previously declined days off;
- during peak vacation periods (July 1 – day after the September long weekend and December 15 – January 5); and
- from Employees who have a letter on file per the Employer's Attendance Management Program.

30.07 (a) If sick leave credits are exhausted before the Employee is able to return to work and, if no sick leave benefits such as those provided under unemployment insurance legislation are available to them, then Employees may apply for leave of absence pursuant to Article 15.01 of this Collective Agreement in which case the Employer agrees that leave of absences will not be unfairly denied.

(b) Positions that have been (or it is anticipated will be) vacant due to illness, injury or approved L.O.A. for two (2) or more years shall be deemed to be vacant and shall be posted per Article 13.01. The Employee who held the position immediately prior to it becoming vacant shall not retain any rights to that position. Should that Employee subsequently be capable of returning to work, they shall be given first preference for the next available vacant position they are qualified for.

30.08 An Employee unable to complete their shift due to illness will be paid for all sick hours from their sick bank benefits providing there are available hours in the sick bank.

30.09 When a regular Employee accepts any assignment for vacation or sickness relief and then reports sick for such assignment, the Employee shall not be entitled to utilize sick leave credits for any additional hours created by such assignment. This article shall not apply to a temporary vacancy and the resultant appointment made under Article 13.03.

ARTICLE 31 – HEALTH CARE AND INSURANCE PROVISIONS

31.01 The Employer shall facilitate the procurement, by Regular Employees, of insurance protection by way of participation in group insurance plans, subject to the enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued or implemented:

(a) A Group Benefit Plan which provides eighty percent (80%) direct payment provision for all physician or dentist prescribed medication;

(b) A benefits plan inclusive of:

(i) Group Life Insurance (Basic)

(ii) Accidental Death and Dismemberment (Basic)

(iii) A Group Benefit Plan which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Dental Fee Guide or equivalent. A maximum annual reimbursement of fifteen hundred dollars ($1500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars ($1500) per insured person.

(iv) Vision coverage of $250 per insured person every twenty-four (24) months. In addition, one hundred percent (100%) coverage of one (1) eye exam every twenty-four (24) months.

(v) Long Term Disability (LTD) providing; sixty-six-point sixty-seven percent (66.67%) of monthly earnings, up to maximum of two thousand ($2,000.00) per month for a maximum benefit period of five (5) years.

(vi) Paramedical services coverage of three hundred dollars ($300.00) for each discipline per insured person each calendar year, with no maximum payable amount.

Effective November 1, 2025, paramedical coverage increases to three hundred twenty-five ($325) for each discipline per insured person each calendar year, with no maximum payable amount.

31.02 Enrolment by:

(a) Regular Full-time Employees;

(b) Regular Part-time Employees, whose regular hours of work exceed twenty (20) hours per week averaged over one (1) complete cycle of shift schedule; and

Shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

31.03 (a) With the exception of LTD, the premium costs shall be shared, sixty-five percent (65%) by the Employer and thirty-five percent (35%) by the Employee.

(b) In accordance with Article 30.01 (v) the premium costs for LTD shall be shared, sixty percent (60%) by the Employee and forty percent (40%) by the Employer.

31.04 The Employer shall make available to eligible Employee's brochures outlining the above plans.

31.05 The Employer, will provide one (1) copy of each of the plans' summaries to the Union when there are changes.

31.06 The Employer shall notify the union of any changes to the carriers of the health benefits plans.

ARTICLE 32 – LAYOFF AND RECALL

32.01 Lay off is defined as:

(a) any elimination of full time status, or

(b) Any reduction of full time equivalency (FTE) of greater than 0.1, or

(c) Any reduction of full time equivalency (FTE) that eliminates benefit eligibility.

32.02 The Parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list and discuss other relevant factors the Parties agree upon. The Parties will also discuss the process to be followed for Employees on approved leave of absence and or WCB benefits.

32.03 In the case of staff reductions and recall, seniority shall apply with priority given to Full-time Employees to retain full time work.

32.04 The Employer shall notify Regular Employees to be re-assigned or laid off in accordance with Article 32.03 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 their regular hours of work in the fourteen (14) calendar day 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. Employees not recalled after twelve (12) months, may be eligible for further notice of termination in accordance with *Alberta Employment Standards*.

32.05 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.

32.06 (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 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 33 – DISCIPLINE AND DISMISSAL

33.01 Written disciplinary notice may be given to Employees for poor conduct or unsatisfactory job performance.

(a) This does not prevent immediate dismissal for just cause, subject to the grievance procedure.

(b) Copies of all disciplinary notices shall be forwarded to the Union within twenty-four (24) hours of being presented. Employees shall be given the opportunity to sign disciplinary notices as having been read but are not required to do so. The Union shall be notified of all discharges in writing within twenty-four (24) hours of being presented.

(c) The Employee shall have the right to have a Union Representative present at the discussion of the written disciplinary notice with the Employer.

33.02 An Employee absent for three (3) consecutive days without notifying the Employer shall be considered to have abandoned their position and subsequently be terminated by the Employer unless such notice was not reasonably possible.

33.03 Upon service of at least three (3) days' notice, an Employee shall have the right to review their personnel file, in the presence of an Employer representative once each year or when the Employee has filed a grievance.

33.04 Fifteen (15) months following disciplinary action by the Employer the record of such disciplinary action will be removed from the Employee's file, provided there has been no disciplinary action of any kind taken by the Employer with that Employee in that fifteen (15) month period.

Under no circumstances will the record of disciplinary action as a result of resident mistreatment be removed from the Employee file unless the discipline has been overturned by the grievance procedure/arbitration.

ARTICLE 34 – RESIGNATIONS

34.01 If an Employee wishes to resign their employment, they shall give the Employer written notice of at least:

(a) one (1) week if they have been employed by the Employer for more than three (3) months but less than two (2) years; or

(b) two (2) weeks if they have been employed by the Employer for two (2) years or more.

34.02 The Employee shall return any company property distributed for the purpose of doing their job. The Employer reserves the right to withhold the final pay until all company property has been returned.

ARTICLE 35 – DISTRIBUTION OF ADDITIONAL SHIFTS

35.01 When a layoff has not occurred, casual shifts shall be offered in order of seniority and stated availability to Part-time Employees as long as such additional work does not incur overtime payments. Thereafter, Casual Employees will have preference for additional hours in order of date of hire and stated availability and in an equitable manner. Should neither Part-time nor casual employees be able to accept the additional shifts, Full-time employees who have stated availability for additional hours will be offered-in order of seniority.

35.02 Employees shall be responsible for indicating their availability on UKG for the following month by the twenty-fifth (25^{th}) day of the current month. Shifts will be offered as in 35.01 and who has identified their availability for a shift. Once shifts are assigned, they will be recorded on the schedule in UKG and Employees will be notified.

35.03 In instances where a shift needs to be filled with less then twelve (12) hours' notice, the Employer will offer the shift to all available Employees, regardless of seniority, and will award the shift on a first-come, first-served basis.

35.04 In instances where a shift needs to be filled with less than four (4) hours' notice, Article 35.01 does not apply and the Employer may fill at their discretion.

ARTICLE 36 – JOB DESCRIPTIONS

36.01 Up-to-date job descriptions shall be available to all Employees and to the Union.

36.02 In the event the Employer changes or amends the job descriptions for any of the classifications, the Employee shall be advised, and a copy of the new and revised job description be made available to each Employee in that classification with a copy going to the Union. Notwithstanding the foregoing, the Union shall have the right at any time to request and receive any job description for any classification within the bargaining unit.

36.03 Should the Employer introduce a new classification within the bargaining unit, the Union will be notified and provided the opportunity to have input.

ARTICLE 37 – HEALTH AND SAFETY

37.01 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 Centre.

37.02 A joint Employer and Union Health and Safety Committee shall be established, with representation from each department of the Centre and at least one (1) of such representatives shall be members of the bargaining unit, fully approved by the Union.

The Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the Occupational Health and Safety Act or such other procedural rules as may be mutually agreed.

37.03 The Committee shall normally meet at least quarterly at a mutually acceptable hour and date; however, a special meeting may be requested by any member to deal with any urgent matter. Scheduled time spent in such meetings is to be considered time worked and paid for by the Employer. Minutes shall be kept of all meetings and copies shall be sent to the Employer and the Union. The Chairperson of this committee will be elected by the members of the committee.

37.04 The Union and the Employer agree to encourage their members and Employees to cooperate fully in the observation and participation of all safety rules and practices.

ARTICLE 38 – TRANSPORTATION ALLOWANCE

38.01 Upon approval of the Executive Director or designate, an Employee required to use their personal vehicle in the performance of their duties shall be paid an allowance of $0.44 per kilometer.

ARTICLE 39 – R.R.S.P.

39.01 The following items are agreed to be components of the group Retirement Plan:

(a) Regular Full-time and Part-time Employees, whose regular hours of work exceed twenty (20) hours per week arranged over one (1) complete cycle of the shift schedule, are eligible to participate in the plan.

(b) An Employee will be eligible to join the Plan upon successful completion of six (6) months of service or one thousand and seven point five (1007.5) hours worked, whichever is greater.

(c) Participation in the plan is voluntary.

39.02 Upon meeting the eligibility requirements as per Article 38.01 an Employee may join the plan and contribute up to two percent (2%) of earnings. The Employer will match the Employee's contribution up to two percent (2%) of earnings.

(a) Employees who, on the first (1st) day of the month following the month of their anniversary date, have completed:

(i) Five (5) years of service may contribute up to two-point five percent (2.5%) of earnings. The Employer will match the Employee's contribution up to two-point five percent (2.5%) of earnings.

(ii) Ten (10) years of service may contribute up to three percent (3%) of earnings. The Employer will match the Employee's contribution up to three percent (3%) of earnings.

ARTICLE 40 – UNION MANAGEMENT COMMITTEE

40.01 A Union Management Committee shall be established consisting of no more than three (3) representatives of the Union plus the National Representative and three (3) representatives of the Employer. The Committee shall meet on an ongoing basis to discuss matters of mutual concern. This Committee shall not enter into discussions regarding Collective Bargaining nor any Grievance or Arbitration matters.

ARTICLE 41 – COPIES OF THE COLLECTIVE AGREEMENT

41.01 Within ninety (90) calendar days of the signing of this Collective Agreement, the Employer shall provide each Employee with a copy.

41.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.

41.03 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Collective Agreement to provide each Employee with one (1) copy.

A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at the Union office, conditional upon agreement of the cost of printing.

41.04 The final version of the Collective Agreement shall be in electronic form copying both the Employer and the Union.

ARTICLE 42 – WORKERS' COMPENSATION

42.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall receive compensation benefits directly from the Workers' Compensation Board.

42.02 An Employee receiving compensation benefits under Article 42.01 shall be deemed on Workers' Compensation leave and shall:

(a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits; providing they continue to pay their cost share amount of the benefit premium; and

(b) cease to earn Vacation and Sick Leave credits; and

(c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

42.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return shall, subject to the employer's duty to accommodate, return to work as soon as practicable.

42.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 13 – Promotions, Transfer, and Vacancies or Article 22 - Hours of Work

42.05 At the expiration of twenty-four (24) months from the first day of absence as a result of a disability while on duty in the service of the Employer:

(a) an Employee who is not capable of resuming work pursuant to Article 42.03; or

(b) for whom, after a reasonable effort having been made pursuant to Article 42.03, alternate employment is not available,

it shall be deemed that the employment relationship has terminated.

42.06 It will be the responsibility of the Employee to keep the Employer informed of their prognosis in a timely matter.

ARTICLE 43 – IN-SERVICE PROGRAMS

43.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for all Employees and that the responsibility for such

continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term “in-service” includes orientation, acquisition and maintenance of essential skills, and other programs, which may be offered by the Employer.

(b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance, except for requirements set forth in any disciplinary expectations.

43.02 The Employer may make available other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.

ARTICLE 44 – NOTICE OF SUBCONTRACTING

44.01 The Employer agrees that it is not the intention to contract out any work. However, should the Employer find it necessary to contract out work presently performed by members of the bargaining unit, Employees so displaced will be allowed to exercise their seniority rights subject to Layoff and Recall articles.

44.02 The Employer will advise the Union one hundred and twenty (120) days in advance pending contracting out or if there is intention to sell the business.

44.03 The Employer will make every effort to have affected Employees transferred with the contract to the new Employer.

Signed: Feb 2, 2026

SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8	ON BEHALF OF AGECARE INVESTMENTS LTD. (AgeCare Midnapore)
[redacted]	

SALARY SCHEDULE "A"

Health Care Aide (HCA)
Recreation Therapy Assistant (RTA)
Rehabilitation Assistant

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hours	**%**	Start	2,535	4,550	6,565	8,580	10,595	12,610	14,625
November 1, 2023 to October 31, 2024	**2.00%**	$20.43	$21.14	$21.85	$22.48	$23.23	$23.74	$24.45	$25.34
November 1, 2024 to October 31, 2025	**2.50%**	$20.94	$21.67	$22.40	$23.04	$23.81	$24.33	$25.06	$26.00

LETTER OF UNDERSTANDING

Between

AgeCare Midnapore

And

CUPE Local 8

LETTER OF UNDERSTANDING #1

If during the lifetime of the agreement Health Care Aides have a reporting structure under the College of Licensed Practical Nurses of Alberta then the parties agree to meet no later than two (2) months to discuss making changes to article 33.04.

Should Health Care Aides not have a reporting structure under the College of Licensed Practical Nurses of Alberta during the lifetime of this agreement this Letter of Understanding will be renegotiated during the next round of bargaining.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

Signed: Feb 2, 2026

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8	**ON BEHALF OF AGECARE INVESTMENTS LTD. (AgeCare Midnapore)**
[redacted]	