COLLECTIVE AGREEMENT

Between

Canadian Union of Public Employees,
Local 8
(LPNs and RGA-Care)

And

Seasons Retirement Communities
High River LP

July 1, 2023 to June 30, 2025

Canadian Office &
Professional Employees
SD/dlw/Local 491

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ARTICLE 1 – PURPOSE AND SCOPE

1.01 The purpose of the Collective Agreement is to establish an orderly collective bargaining relationship between the Employer and the Employees covered by this Collective Agreement, to provide for the prompt and equitable disposition of grievances, and to establish wages and certain working conditions for Employees of the bargaining unit.

1.02 The Collective Agreement will be applicable to all Employees when employed in auxiliary nursing as per the Alberta Labour Relations Board Certificate number 49-2016.

1.03 LAND ACKNOWLEDGEMENT

We would like to acknowledge that we are on traditional territories of the Blackfoot Confederacy (Siksika, Kainai, Piikani), The Tsuu'tina, the Iyâxe 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.

ARTICLE 2 – TERM

2.01 This Collective Agreement will be effective from July 1, 2023 to June 30, 2025.

2.02 Either party to this Collective Agreement may, within a period of between sixty (60) and one hundred and twenty (120) calendar days immediately preceding the date of expiry of the Collective Agreement, by written notice require the other party to commence collective bargaining. Should such notice not be given by either party, then this Collective Agreement will continue in full force and effect for each succeeding yearly period until such time as required notice has been given.

2.03 This Collective Agreement will remain in full force and effect until either party to this Collective Agreement is in a legal strike or lockout position or a new Collective Agreement has been executed, whichever is earlier.

2.04 At any time during the term of this Collective Agreement, the duly authorized representatives of the parties may, in writing, mutually agree to amend, add to or delete provisions in the Collective Agreement. Such changes will then become part of this Collective Agreement.

ARTICLE 3 – DEFINITIONS

3.01 "Full-time Employee" will mean an Employee who is regularly scheduled to work the full-time bi-weekly hours specified in Article 19.01.

3.02 "Part-time Employee" will mean an Employee who is regularly scheduled to work less than the full-time hours.

3.03 "Casual Employee" will mean an Employee who works on a call-in basis and who does not appear on the schedule on a regular and continuing basis except:

((a) for the purpose of replacement of full-time and part-time Employees, or

(b) when it is known in advance that a relief assignment is necessary.

3.04 "Licensed Practical Nurse" (LPN) will mean an Employee who is registered as a Licensed Practical Nurse pursuant to the *Health Professions Act* of Alberta.

3.05 "Position" will be defined by the job classification and the regularly scheduled hours averaged over a shift rotation.

3.06 "Vacancy" will mean a position the Employer requires to be filled. The vacancy will be posted in accordance with the Collective Agreement.

3.07 "Union" will mean the Canadian Union of Public Employees (CUPE), Local 8.

3.08 "Regularly Scheduled Hours" will mean the hours of work as set out on the job posting of the position. Unless otherwise expressed by the Employer, regularly scheduled hours will be presented on a bi-weekly basis.

3.09 "Basic Hourly Rate of Pay" will mean the wage rate set out in Schedule "A" of the Collective Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Employer to exercise the regular and customary functions of management and without limiting the generality of the foregoing, to:

(a) Conduct its business in all respects with regard to the care and comfort of the residents, including the right to maintain and improve order, discipline and efficiency, the number of Employees required for the Employer's purposes and the increase or reduction of personnel; and

(b) Make, enforce and alter from time to time reasonable rules of Employee conduct and procedures and introduce new and improved systems and methods.

ARTICLE 5 – UNION RECOGNITION

5.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for Employees of the Employer.

5.02 The Employer agrees to inform new Employees of the existence of the Union and that a Collective Agreement setting out terms and working conditions for employment is in effect.

5.03 No Employee for whom the Union is the bargaining agent will be required or permitted to make a written or verbal agreement with the Employer which conflicts with the terms of the Collective Agreement.

5.04 Persons whose jobs are not in the bargaining unit will not work on a job which is included in the bargaining unit, except for the purposes of instruction, in an emergency, or when regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any regular Employee.

It is understood that Management has the right to occasionally do the work of Employees, covered by this Agreement or for the purposes of instructing new Employees.

This Article does not prevent Management from employing agency workers when no Employees are available.

ARTICLE 6 – UNION MEMBERSHIP AND DUES DEDUCTION

6.01 The Employer will deduct Union dues from all Employees in the bargaining unit covered by this Collective Agreement.

6.02 Deductions

(a) Employees starting employment on or before the 15th of any month will have Union dues deducted for that month. Employees starting employment after the 15th of any month will have Union dues deducted starting in the following month.

(b) The Employer agrees to deduct from every Employee Union dues, initiation fees and other assessments levied by the Union. The Union will advise the Employer in writing of the amount of the Union dues, initiation fees or other assessments at least thirty (30) calendar days in advance of the effective date the deductions are to commence.

6.03 Remittance

The Employer will forward to CUPE Local 8 all Union dues, initiation fees and other assessments deducted from Employees' pay no later than the 15th of the month

following the month in which deductions were made. The deductions remittance will be accompanied by a list of the names, addresses, phone numbers, seniority and classification of Employees for whom deductions have been made and the corresponding deduction amount.

6.04 The Union will save harmless the Employer with respect to any and all liability the Employer may incur as a result of deductions made at the request of the Union.

ARTICLE 7 – UNION REPRESENTATION

7.01 (a) The Union will have the right to appoint Stewards to serve as representatives of Employees in certain matters including the processing of grievances. Stewards will be given appropriate notice if they are requested to attend any meetings as a Union Representative.

(b) The Union will notify the Employer in writing of the name of each Steward and the name of the Officers of the Union before the Employer will be required to recognize them. The Union will notify the Employer in writing of any changes that occur to this list as such changes arise.

(c) A Steward or Officer of the Union will first obtain permission from their supervisor to leave their work area during work and such permission will not be unreasonably withheld. Such leave from their work area will be without loss of pay and benefits so long as the Employee remains at the Facility.

7.02 The Union will have the right to the assistance of representatives of CUPE when dealing or negotiating with the Employer. Such Union Representative(s) will have access to the Employer's premises in order to investigate or assist in the settlement of a grievance. The Union Representative(s) will inform the General Manager, or designate, of the Employer that they require access to the facility. The Employer will not unreasonably withhold permission for such access.

7.03 A Steward or Officer of the Union will be given fifteen (15) minutes off without loss of pay and benefits to greet new Employees and to discuss Union membership with such new Employees at the Employer's general orientation.

ARTICLE 8 – UNION-MANAGEMENT RELATIONS

8.01 Union-Management Committee

(a) A Union-Management Committee will be established consisting of up to two (2) representatives from both the Local (which will be Employees from within that bargaining unit) and the Employer. The CUPE National Representative and the Employer's Regional Director, or their respective designate, may also attend the Union-Management Committee meetings.

(b) The Union-Management Committee may meet at the request of either party to discuss issues of mutual concern. Union-Management Committee meetings will be held during the normal working day.

(c) Employee representatives cited under Article 8.01(a) will not suffer any loss of pay while attending a Union-Management Committee meeting during their scheduled hours of work. Should an Employee who is not on duty with the Employer at the time of the Union-Management Committee meeting choose to attend the meeting, they will not be compensated by the Employer.

8.02 Collective Bargaining

(a) The Union Bargaining Committee may consist of up to three (3) Employees. The Union will advise the General Manager, or designate, in writing of the Local members of the Union Bargaining Committee.

(b) The Employer will ensure that three (3) members of the Union Bargaining Committee will suffer no loss of pay and benefits as a result of attendance at collective bargaining of this Collective Agreement up to and including mediation.

8.03 Correspondence

Unless otherwise specified, correspondence between the Employer and the Union will be addressed as follows.

(a) To the Employer: To the General Manager.

(b) To the Union: To the President of CUPE Local 8 and Site Vice-President with a copy to the designated Union Representative from CUPE.

8.04 Union Bulletin Board

The Employer will provide a bulletin board for the Union, the location of which will be accessible to all Employees. The Union reserves the right to approve notices placed on the Union bulletin board. The Union agrees to remove material from the Union bulletin board which the Employer considers objectionable.

8.05 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 numbers, and, if available, personal e-mail.

The list will also indicate the Employee's 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.

Upon written request, the Employee contact list will be provided in an electronic spreadsheet to the Union.

On a monthly basis, the Employer shall provide the Union with the name, home mailing address, telephone numbers, and, if available, personal e-email for any newly hired Employee.

ARTICLE 9 – NO STRIKE OR LOCKOUTS

9.01 It is agreed that there will be no strike or lockout, as defined under the *Alberta Labour Relations Code*, during the term of the Collective Agreement.

ARTICLE 10 – CONTRACTING OUT

10.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the bargaining unit shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit Employer, unless negotiated otherwise with CUPE Local 8.

ARTICLE 11 – NO DISCRIMINATION

11.01 The Employer and the Union will abide by the *Alberta Human Rights Act*. The parties agree that there will be no discrimination, interference, restriction or coercion experienced or practiced with respect to any Employee by reason of sexual orientation, membership or non-membership or activity in the Union or in respect of any of the listed grounds in the aforementioned Act. For the purposes of this Article, the parties agree that the defenses of the aforementioned Act will be applicable.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 Grievance

(a) A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

(b) When a grievance arises, an earnest effort will be made by the parties to resolve it in the manner and order set out below.

12.02 Recognition of Union Stewards

The Employer acknowledges the rights of the Union and the Stewards to assist an Employee in preparing and presenting their grievance in accordance with the Grievance Procedure.

12.03 Grievance Procedure

(a) Step 1 - Informal Grievance/Complaint Procedure

It is the mutual desire of the parties hereto that complaints/grievances be reviewed as quickly as possible, and it is understood that there is no grievance until the immediate supervisor has been given the opportunity to receive the complaint. If an Employee has a complaint, such complaint shall be discussed with the immediate Supervisor, or designate, within ten (10) days after the circumstances giving rise to the complaint have originated or occurred. If the complaint is not resolved to the mutual satisfaction of both parties within ten (10) days, the complaint/grievance may be advanced to Step 2.

(b) Step 2

Failing satisfactory settlement of the grievance at Step 1, the grievance may be advanced, in writing, to the General Manager, or designate. The General Manager will convene a meeting within ten (10) working days of receipt of the written grievance and will render a decision in writing within ten (10) working days after the meeting.

(c) Step 3

Failing satisfactory settlement of the grievance at Step 2, the grievance may be advanced, in writing, to the Regional Director within ten (10) working days of receipt of the General Manager's response under Step 2. The Regional Director will convene a meeting within ten (10) working days of receipt of the written grievance and will render a decision in writing within ten (10) working days after the meeting.

(d) Step 4

Failing satisfactory settlement of the grievance at Step 3, the grievance may be advanced to arbitration, subject to Article 14, within fourteen (14) working days of the date of receipt of the Regional Director's response under Step 3.

12.04 (a) For the purpose of this Article, "working days" will be Monday to Friday inclusive, however, excluding general holidays. Any of the time allowances within this Article may be extended by mutual agreement of the parties.

(b) Should the Employee(s) or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and will be abandoned unless the parties have mutually agreed, in writing, to extend the time limit.

(c) Should the Employer not respond with any time limit in the grievance procedure, the grievance will automatically move to the next step on the day following the

expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limits.

12.05 Policy and Group Grievance

(a) A policy grievance will be defined as any dispute involving a question of application or interpretation of the Collective Agreement. A group grievance is where a group of Employees have a grievance of a similar or like nature.

(b) It is expressly understood that the provision of this Article may not be used to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could themselves initiate and the regular grievance procedure will not be thereby bypassed.

(c) Where a policy grievance arises, the grievance will be submitted in writing at Step 2 of the grievance procedure.

12.06 Suspension or Discharge Grievance

A suspension or discharge grievance will be submitted in writing at Step 2 of the Grievance Procedure within ten (10) working days of the discharge. The General Manager will convene a grievance meeting within ten (10) working days of receipt of the grievance and will render a decision in writing within ten (10) working days after that meeting. Should the discharge grievance not be resolved, the grievance may be advanced to Step 3 of the Grievance Procedure.

ARTICLE 13 – GRIEVANCE MEDIATION

13.01 Failing a satisfactory settlement being reached in Step 3, either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within fourteen (14) days of receipt of the Employer's response at Step 3. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration. Upon referral to Grievance Mediation, the parties will appoint a mutually agreeable Mediator.

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

13.03 No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.

13.04 Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply, no records of the meeting shall be made. If possible, an agreed statement of facts will be provided to the mediator in advance off the Grievance Mediation conference.

13.05 The Mediator will have the authority to meet separately with either party.

13.06 If no settlement is reached within five (5) days following the Grievance Mediation, either party may refer the grievance 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.

13.07 The Union and the Employer will share the cost of the Mediator, if any.

ARTICLE 14 – ARBITRATION

14.01 Composition of Board of Arbitration

(a) Failing a satisfactory settlement being reached in Step 3, either party may refer the grievance to arbitration within fourteen (14) working days of receipt of the Employer's response at Step 3 of the grievance procedure by giving notice to the other party in writing. Upon referral to arbitration, the parties will appoint a mutually agreeable Arbitrator within fourteen (14) working days. In the event of failure to agree upon an Arbitrator, the Minister of Labour for the Province of Alberta will be requested to appoint the Arbitrator.

(b) Either party may propose in writing to the other party the use 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) working days give notice in writing of their nominee to the Board. The two (2) named members of the Board will within fourteen (14) working days name a third member of the Board who will be Chairperson. In the event of failure to agree upon a third person, the Minister of Labour for the Province of Alberta will be requested to appoint a third person.

14.02 Expenses of the Board

Each party will pay:

(a) The fees and expenses of the nominee it appoints;

(b) One-half (1/2) of the fees and expenses of the Chairperson, or sole Arbitrator; and,

(c) Its own expenses including pay for witness.

No costs will be awarded to or against any party.

14.03 Amending of Time Limits

For the purpose of this Article, “working days” will be Monday to Friday inclusive, however, excluding general holidays. Any of the time allowances within this Article may be extended by mutual agreement of the parties.

14.04 Where two (2) or more Employees have the same grievance or the same type of grievance which are proceeding to arbitration they may be submitted to one (1) Board. It is understood that each grievor may have the right to make their own submission.

14.05 The procedure of the Board, or sole Arbitrator, will be as outlined in the *Alberta Labour Relations Code*.

14.06 Nothing in the Collective Agreement will prevent the Employer and the Union from mutually agreeing to alternate dispute resolution means for settling a grievance.

ARTICLE 15 – SENIORITY

15.01 Seniority Defined

(a) Seniority for all Employees covered by this Collective Agreement will be calculated on all hours paid and will continue to accrue when:

(i) an Employee is on Workers’ Compensation Board leave up to twelve (12) months;

(ii) an Employee is on approved leave of absence by reason of non-occupational personal illness or injury which renders the Employee unable to work up to one (1) year; and,

(iii) an Employee who is on maternity or parental leave up to eighteen (18) months; and

(iv) an Employee who is on an approved leave of absence pursuant to Article 25.01 up to two (2) years.

(b) Seniority entitlement under Articles 15.01(a)(i) through (iv) will be determined as follows.

(i) The Employee’s permanent position; and,

(ii) For an Employee who is occupying a temporary position, the hours of the temporary position until the temporary position ends during the leave of absence period and the Employee’s permanent position.

15.02 Seniority will be accrued on a bargaining unit basis. Seniority will include all service with the Employer prior to certification of the bargaining unit by the Union.

15.03 (a) The Employer will update and post on the Union bulletin board the seniority list in January and July. Copies of the seniority lists will be provided to the Union at the time of posting.

(b) An Employee, for their own seniority, or the Union, for all Employee's seniority, must notify the Employer of an alleged error in the seniority list within forty (45) calendar days of the posting of the most recent seniority list, otherwise the seniority will be deemed correct.

15.04 Loss of Seniority

The seniority and employment of an Employee will terminate if they:

(a) resign or retire;

(b) are discharged and are not re-instated;

(c) are laid off in excess of twelve (12) months;

(d) are absent from work for five (5) or more consecutive shifts without notifying the Employer, unless a reason satisfactory to the Employer is provided;

(e) fail to report for work as scheduled upon the conclusion of a leave of absence, vacation, suspension or layoff, unless a reason satisfactory to the Employer is provided;

15.05 If an Employee is absent from work for a period not exceeding one (1) year because of illness, accident, or layoff, or for any period because of leave of absence approved by the Employer, they will maintain their accumulated seniority.

15.06 Is a Casual Employee and has not worked for sixty (60) consecutive days and has declined work during the sixty (60) consecutive days. The sixty (60) consecutive days will not include absence due to illness or an approved leave of absence.

ARTICLE 16 – PROBATION

16.01 (a) A newly hired Employee will serve a probationary period of 450 hours worked or six (6) months, whichever occurs first. The probationary period may be extended for up to an additional three (3) calendar months upon mutual agreement, in writing, between the Employer and the Union.

16.02 An Employee on probation will be entitled to the provisions of the Collective Agreement unless otherwise stated in the Collective Agreement and subject to the following.

(a) The Employee on probation will not accrue seniority during their probationary period. Upon completion of the probationary period, the Employee will be

credited with seniority accumulated during the probationary period subject to Article 15.

(b) The discharge of an Employee on probation will be at the sole discretion of the Employer. However, the Employee on probation may grieve their discharge up to Step 3 of the Grievance Procedure set out in Article 12.

16.03 The Employer will on or before the expiration of an Employee's probation period:

(a) confirm in writing they have completed their probation, or

(b) terminate the Employee.

ARTICLE 17 – LAYOFF AND RECALL

17.01 A layoff will be defined as:

(a) any reduction in the hours of a full-time Employee's position or

(b) a reduction in the hours of a part-time Employee's position of 25% or more.

17.02 In the event of a layoff, Employees will be laid off in the reverse order of their seniority.

17.03 No new Employees will be hired until those laid off have been given an opportunity for re-call (see Article 17.05) provided the Employee(s) on recall is qualified for the job classification.

17.04 Notice of Layoff

(a) The Employer will provide the Union with a minimum of fourteen (14) days written notice of its intention to layoff Employee(s).

(b) After consultation with the Union, the Employer will notify Employees who are to be laid off as follows:

(i) at least fourteen (14) days' notice;

(ii) if the Employee laid off has not had the opportunity to work the fourteen (14) days as stated, after notice of layoff, the Employee will be paid in lieu of work for the part of the fourteen (14) days during which work was not made available.

(c) The notice, as addressed in this Article, is a minimum period of notice and the Employer will provide as much advance notice of layoff as possible, but is required to pay in lieu of notice as per Employment Standards.

(d) In the event of an unforeseen event which disrupts or results in the discontinued operations of a facility and which event is beyond the control of the Employer, these notices of layoff provisions will not be in effect. In that event, layoff will be handled in accordance with the *Employment Standards Code*.

17.05 Employee's Layoff Options

(a) The Employer will meet with the Union and the affected Employee(s) to review the available options regarding layoff (see Article 17.05 b).

(b) An Employee who is subject to layoff will have the right to either:

(i) accept the layoff; or

(ii) displace an Employee who has the same or fewer posted hours and who has less seniority and providing that the Employee who is originally subject to the layoff is willing, able and qualified to perform the work.

(c) The Employee's decision to choose option (i) or (ii) above will be given in writing to the General Manager within three (3) days, exclusive of Saturday, Sunday and general holidays, following the notification of layoff. Employees failing to respond within this deadline will be deemed to have accepted the layoff.

17.06 Recall

(a) Employees will be recalled in the order of their seniority provided they are willing, able and qualified to do the work.

(b) The Employer will send notice of return to work (recall) by registered mail to the Employee's last known address and to the Union. Such notice will state the position to which the Employee is being recalled, the date and time at which the Employee should report to work.

(c) An Employee who is recalled to work must return to work within seven (7) days of the deemed notification if unemployed and within fourteen (14) days of the deemed notification if employed elsewhere. Employees failing to respond within this deadline will be deemed to have resigned employment with the Employer.

(d) It is the sole responsibility of the Employee to maintain their current address with the Employer.

17.07 Grievance of Layoffs and Recalls

Grievances concerning layoffs and recalls will be initiated at Step 2 of the grievance procedure.

17.08 In the event of a vacancy, Article 18 will not apply until the recall process has been completed.

ARTICLE 18 – APPOINTMENTS, TRANSFERS AND VACANCIES

18.01 Job Postings

(a) The Employer shall post notices of vacant positions (job postings) through the Employer's online internal posting board for a minimum of seven (7) calendar days. The vacancy shall not be permanently filled prior to the completion of the posting procedure. All subsequent postings will be for a period of three (3) calendar days. The job posting will include the job classification, qualifications, regularly scheduled hours, basic hourly rate of pay, the anticipated start date (which is subject to change), and the application deadline date.

(b) The Employer will notify CUPE Local 8 and the Union Site Vice-President when a vacant position will not be filled or when a full-time or part-time position will be changed.

18.02 In making appointments and filling vacancies, appointments will be made on the basis of ability, qualification, and merit as determined by the Employer. Where these factors are relatively equal, seniority shall be the deciding factor.

When vacancies are posted, the Employer shall consider applicants in accordance with the provisions listed above prior to consideration of person not employed by the Employer.

18.03 Employee(s) shall make applications for job postings in writing to the Employer.

18.04 Job Postings Award and Letter of Appointment

(a) The Employer will complete the job posting process and will notify all internal applicants who applied for said position prior to the start date of the posted position. The Employer will notify CUPE Local 8 and the Union Site Vice-President of the name of the successful applicant.

(b) Nothing herein shall prevent the Employer from temporarily filling any position or vacancy during the processing of the posting.

(c) Employees are prohibited from posting into a new position until they have completed two hundred (200) hours in the new position, except in situations where the new position is in a higher rated classification or where the Employee changes status (Part-time to Full-time).

18.05 Trial Period

(a) Employees awarded a job posting which results in a change in their job classification shall be given a trial period of two hundred (200) hours or twenty-six (26) shifts worked, whichever occurs first. If the Employer finds the Employee to be unsatisfactory during the trial period, or the Employee wishes to return to their former position during the trial period, the Employer shall reinstate the Employee

to their former position. If returned or reinstated to their former position and seniority, it shall be without loss of seniority. Any other Employee affected by the rearrangement of positions shall also revert back to their former position and salary without loss of seniority.

(b) It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an Employee to their former position and the Employee no longer has the right to return to their former position.

(c) If an Employee vacates the position under either paragraph above within the cited trial period, the vacated position shall be offered to other qualified applicants from the original job posting in accordance with the above provisions. Should there be no qualified applicants, the position shall be reposted.

18.06 The job posting provisions of this Article shall be waived in the event vacancies occur while Employee(s) have received notice of layoff but are not yet on layoff.

18.07 Temporary Position

(a) A temporary position arises when an Employee is absent or expected to be absent in excess of sixty (60) days or when the Employer creates a position for a limited time period of at least sixty (60) days. The temporary position shall be posted and awarded as per Article 18. Temporary positions that are reasonably anticipated to be of a time period less than sixty (60) days in duration may not be posted.

(b) Upon the return of the Employee from their absence, they shall have the right to return to their former position if it still exists, otherwise the Employee shall have access to Layoff and Recall (Article 17).

(c) If the temporary position is to cease prior to the date on the job posting, the Employer shall provide seven (7) calendar days written notice to the Employee in the temporary position. The Employee filling the temporary position shall not have the right to grieve or arbitrate the cessation of the temporary job posting. Further, the parties agree such cessation is not a layoff.

(d) In the event a full-time or part-time Employee is the successful applicant for a temporary vacancy, at the conclusion of the temporary vacancy, the Employee shall be returned to their former position if it still exists; otherwise, the Employee shall have access to Layoff and Recall (Article 17).

18.08 (a) If an Employee is transferred or reclassified to a higher rated classification, they shall receive the rate immediately above the rate of their prior job in salary range of the job to which they are transferred. Job seniority for pay purposes shall be from the date the transfer becomes effective.

(b) If an Employee is transferred to a lower classification due to a reduction in staff, inability to perform their work as required, or at the Employee's request, the

Employee will receive the corresponding rate for the classification to which they were transferred. Job seniority for pay purposes shall include seniority on the job they are being transferred from.

ARTICLE 19 – HOURS OF WORK

19.01 The normal hours of work for full-time Employees will be seven point seven five (7.75) hours a day, seventy-seven point five (77.5) hours bi-weekly.

19.02 (a) There will be one (1) fifteen (15) minute rest period assigned within each half of a full-time shift as defined in Article 19.01 above.

(b) There will be one (1) thirty (30) meal period assigned during the day as defined in Article 19.01 above.

19.03 Schedules will be posted at least two (2) weeks in advance. Except for call in shifts (relief assignments) or for circumstances beyond the Employer's control or otherwise mutually agreed between the Employee and the Employer, there will be no changes to an Employee's schedule with less than seven (7) calendar days' notice. When the Employer requires a change in the scheduled days of work with less than seven (7) calendar days' notice, the Employee will be paid at one point five times (1.5x) for all hours worked on the first shift of the changed schedule.

19.04 There will be a minimum of fifteen point seven five (15.75) hours between scheduled shifts.

19.05 In the event an Employee reports to work as scheduled and is subsequently sent home before they have completed three (3) hours of their scheduled shift, they will be paid for three (3) hours at their basic hourly rate of pay for the shift.

19.06 On the date of conversion from Daylight Savings Time to Mountain Standard Time, regular hours of work will be extended to include the additional hour with additional payment due at the applicable overtime rate.

19.07 The Employer will endeavour to arrange for Permanent full-time Employees to have every second weekend off. The Employer will endeavour to arrange for Permanent part-time Employees to have one (1) weekend off in four (4) unless hired to work weekends only. Part-time Employees may voluntarily forgo the option of having every fourth weekend off by providing written notice to the Employer of their desire to work additional weekends.

19.08 Employees who are currently working a fixed shift will be given two (2) weeks' notice of a change of rotation.

19.09 Casual Employees will, in order of seniority and stated availability, have preference for additional work as long as such additional work assignments do not incur overtime

payments. Thereafter, Part-time Employees will have preference for additional hours in order of seniority and stated availability.

19.10 (a) Employees may exchange shifts among themselves, provided that:

(i) the exchange is agreed to, in writing, between affected scheduled Employees; and

(ii) prior approval of such exchange has been given by the Supervisor and confirmed in writing at least five (5) working days prior to the proposed exchange.

(b) Such shift exchange will be recorded on the shift schedule and will be considered the Employee's regularly scheduled shift.

(c) The Employer will not be responsible or liable for overtime rate claims and non-compliance with the terms of this Collective Agreement that might arise or accrue as a result of such exchange between Employees.

(d) Employees will not be eligible for sick pay for exchanged shifts.

19.11 When an employee is unable to report for work for their scheduled shift, it is their responsibility to call Seasons High River prior to the start of the scheduled shift with the following notice:

Day Shift – Two (2) hours prior to shift commencing.
Evening Shift – Four (4) hours prior to shift commencing.
Night Shift – Four (4) hours prior to shift commencing.

It is understood that there may be emergent situations that may prevent the appropriate notice to be given. Each circumstance will be dealt with on a case-by-case basis.

ARTICLE 20 – OVERTIME

20.01 The Employer will determine when overtime is necessary and for what period of time it is required.

20.02 All authorized time ~~worked~~ in excess of seven point seven five (7.75) hours a day or seventy-seven point five (77.5) hours bi-weekly will be paid at the rate of one and one-half times (1½x) the basic rate of pay.

20.03 Overtime rates will only be paid once to a shift causing an excess of the normal hours of work as per Article 19.01.

20.04 Assigned overtime is mandatory however, the Employer will endeavour to minimize the use of mandatory overtime.

20.05 Overtime will be offered to Employees based on seniority on a rotational basis. In instances when overtime is required for the next shift with less than two (2) hours' notice, this clause does not apply.

ARTICLE 21 – PREMIUMS

21.01 Weekend Premium

When an Employee works any hours within the fifty-six (56) hour period over Saturday and Sunday, designated by the Employer as the weekend, twenty-three hundred (2300) hours Friday to zero seven hundred (0700) hours Monday, they will be paid an additional three dollars ($3.00) per hour for all hours worked within the designated period.

Effective Date of Ratification, when an Employee works any hours within the fifty-six (56) hour period over Saturday and Sunday, designated by the Employer as the weekend, twenty-three hundred (2300) hours Friday to zero seven hundred (0700) hours Monday, they will be paid an additional three dollars and twenty-five cents ($3.25) per hour for all hours worked within the designated period.

Weekend premiums will be paid in addition to any shift or charge premiums.

21.02 Shift Premiums

(a) Evening Shift Premium

A shift differential of one dollar and sixty cents ($1.60) per hour will be paid to Employees for each hour worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.

Effective July 1, 2024, a shift differential one dollar and seventy-five cents ($1.75) per hour will be paid to Employees for each hour worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.

(b) Night Shift Premium

A shift differential of two dollars and sixty-five cents ($2.65) per hour will be paid to Employees for each hour worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.

Effective July 1, 2024, a shift differential of two dollars and seventy-five cents ($2.75) per hour will be paid to Employees for each hour worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.

21.03 The premiums set out under Article 21 will not be considered part of the Employee's basic hourly rate of pay.

ARTICLE 22 – GENERAL HOLIDAYS

22.01 (a) The Employer recognizes the following general holidays:

New Year's Day	National Truth and Reconciliation Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	1 Float Holiday
Labour Day	

and any other general holiday proclaimed by the Provincial or Federal government.

(b) The Float Holiday

(i) Full-time Employees on staff at January 1 will be entitled to the float holiday to be taken at a time mutually agreed upon within the same calendar year. Employees who successfully bid into a full-time position after January 1 will be eligible for the float holiday after thirty (30) calendar days following the start date of the full-time posting.

(ii) The Float Holiday will not be carried over from one calendar year to the next.

22.02 General Holiday Pay

To be eligible for general holiday pay, the Employee must:

- 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.
- Not have refused to work on the general holiday when requested/scheduled to.

(a) If an Employee works on a general holiday, they are entitled to either:

- Their average daily wage, plus one and one-half times (1½x) the Employee's wage rate for each hour worked:

  OR

- Their wage rate for each hour worked on the general holiday and a day off with pay that's at least their average daily wage.

(b) If a general holiday falls on a regular day off of a full-time Employee, the Employee will receive one (1) additional day off with pay (holiday-in-lieu) to be taken within four (4) weeks before or after the general holiday unless otherwise agreed between the Employee and the Employer.

(c) If a general holiday falls on a regular day off of a part-time Employee, they are entitled to general holiday pay that's 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 weeks immediately preceding the general holiday.

22.03 If a general holiday falls within a full-time Employee's vacation and the Employee would have been entitled to the general holiday pay if they had not been on vacation, then the Employee will receive a holiday-in-lieu.

22.04 All Employees are required to be available to work either Christmas Day or New Year's Day each year on an alternating basis.

ARTICLE 23 – VACATION

23.01 (a) Vacation credits will be earned during the vacation year for use in the vacation year immediately following except by mutual agreement between the Employer and the Employee.

(b) Vacation year defined:

January 1st to December 31st of the same calendar year.

23.02 Discretionary Vacation

For full-time and part-time Employees, a maximum of one (1) week of vacation entitlement may be used on a discretionary basis. The remaining vacation entitlement will be taken in time blocks of no less than one (1) week. Employees are entitled to use all vacation in an unbroken period, subject to operational requirements of the residence. Such requests shall not be unreasonably denied.

For the purposes of this provision:

(a) For discretionary vacation, "one (1) week of vacation" will mean five (5) days.

(b) For taking vacation in time blocks of no less than one (1) week, for a full-time Employee, one (1) week will mean five (5) working shifts in a seven (7) consecutive calendar day period and for part-time Employees, one (1) week will mean seven (7) consecutive calendar days.

23.03 Vacation Scheduling

(a) Vacation requests will be subject to operational requirements of the Employer.

(b) Employees submit to the Employer, in writing, their vacation requests prior to March 1st of the same calendar year. Vacation requests received prior to March

1st will be considered on a seniority basis. The Employer will post the vacation schedule following the March 1st deadline not later than March 31st.

(c) For vacation requests submitted to the Employer after March 1st, such requests will be submitted in writing at least two (2) weeks in advance of the requested vacation time and will be considered on a first-come, first served basis.

(d) Employees requesting vacation time between December 15th and January 5th will be considered and granted on the basis of rotating schedule from year to year based on the unit that the Employee is scheduled to work.

23.04 Vacation Time and Pay Entitlement

(a) Annual Vacation

The following vacation time and pay entitlement will apply to all Employees,

Length of Service	Time Entitlement	Vacation Pay
Less than 12 months of service as of the last day of the vacation year	One (1) day per month of service to a maximum of 10 days	4% of gross earnings
More than one (1) years of service as of the last day of the vacation year	2 calendar weeks	4% of gross earnings
More than four (4) years of service as of the last day of the vacation year	3 calendar weeks	6% of gross earnings
More than seven (7) years of service as of the last day of the vacation year	4 calendar weeks	8% of gross earnings
More than twelve (12) years of service as of the last day of the vacation year	5 calendar weeks	10% of gross earnings

(b) Supplementary Vacation

(i) Full-time Employees:

Upon reaching their employment anniversary of twenty (20) years of continuous service with the Employer, a full-time Employee will receive a one-time additional five (5) vacation days (called supplementary vacation).

Supplementary vacation is subject to scheduling consistent with Article 23.03 and is available for use during the vacation year in which the Employee receives the supplementary vacation and that vacation year which follows.

Supplementary vacation pay will be calculated as a percentage of gross earnings consistent with 23.04(a) above.

(ii) Part-time Employees:

Upon reaching their employment anniversary of twenty (20) years of continuous service with the Employer, a part-time Employee will receive additional vacation days (called supplementary vacation) as calculated in hours per the following formula to a maximum of five (5) vacation days.

Hours paid at the basic hourly rate of pay during the Employee's 20th year of employment	x	2%	=	Supplementary Vacation Hours

Supplementary vacation is subject to scheduling consistent with Article 23.03 and is available for use during the vacation year in which the Employee receives the supplementary vacation and that vacation year which follows.

Supplementary vacation pay will be calculated as a percentage of gross earnings consistent with 23.04 (a) above for part-time Employees.

23.05 Vacation Time and Pay Entitlement

(a) Vacation entitlement is earned vacation time based on the Employee's length of continuous service with the Employer at the conclusion of the preceding vacation year.

(b) Vacation pay will be based on a percentage of gross earnings, inclusive of the Employee's vacation pay, during the preceding vacation year.

(c) Casual Employees will be paid vacation pay on each pay cheque.

23.06 In the event an Employee's employment is terminated, they will be paid unused earned vacation pay.

23.07 The parties mutually agree that taking of vacation time as per the entitlement under the Collective Agreement is preferable, the Employer and the Union agree, subject to the following, that full-time and part-time Employees may forego taking vacation time provided:

(a) The full-time or part-time Employee will not take less than the minimum vacation time as required under the *Employment Standards Code of Alberta*, or other such legislation for the province of Alberta, in effect at the time. If an Employee has not taken their vacation, the Employer can work with the Employee to schedule this vacation time prior to the conclusion of the vacation year at a mutually agreeable time.

(b) Any payment of vacation pay without taking vacation time (i.e., vacation payout) will not result in entitlement by the Employee to payment of overtime on hours worked during the pay period(s) in which they receive their vacation payout.

ARTICLE 24 – INCOME PROTECTION

24.01 Income Protection Defined

The Union and the Employer agree that Income Protection is provided for the sole and only purpose for protecting Employees against loss of income resulting from non-occupational personal illness or injury which renders the Employee unable to perform their regular duties.

Employees will arrange for medical and dental appointments outside their working hours where possible. If it is not possible, then Income Protection credits may be used for time off for such appointments.

24.02 Income Protection Credits

Employees will earn Income Protection credits according to the following criteria:

(a) Full-time Employees will accrue one (1) day of Income Protection credits per full month worked.

(b) Part-time Employees will accrue Income Protection credits of 7.75 hours per 168 hours worked.

(c) Income Protection credits will not exceed 186 hours accumulation.

(d) Income Protection credits can be accessed after the Employee successfully completes their probationary period.

24.03 Once Income Protection credits are earned, they may be used when an Employee cannot perform their regular duties due to non-occupational personal illness or injury. Full-time and part-time Employees will be paid for each hour of absence from their regularly scheduled shifts at their current basic hourly rate of pay to the extent they have accumulated Income Protection credits. Sick leave credits paid will be deducted from the Employee's accumulated sick leave credits.

24.04 An Employee who is on an unpaid leave of absence or is laid off and remains on the recall list will not earn Income Protection credits during the absence period. Upon their return to work with the Employer at the conclusion of the leave of absence or upon recall from layoff, they will retain their accumulated Income Protection credits if any exist at the time of such leave of absence or layoff commenced.

24.05 Proof of Illness

The Employer may require an Employee to provide a certificate from a medical practitioner for any of three (3) consecutive days or more, verifying that they were unable to carry out their duties due to personal illness or injury, the medical restrictions caused by the illness or injury and /or the capabilities of the Employee during the illness or injury.

ARTICLE 25 – LEAVES OF ABSENCE

25.01 Union Leave

(a) Leave of absence without loss of pay or benefits will be granted to Local representatives for the purpose of attending Union conventions, seminars, workshops subject to the replacement of the Local representative at no additional cost to the Employer and subject to the operational requirements of the facility. Such Union leave will not exceed eight (8) working days at any one time and at no time will the Union leave be granted to more than two (2) Employees.

It is understood that requests for such Union leave must be made to the Employer in writing at least two (2) weeks in advance except in emergency circumstances.

The Union agrees to reimburse the Employer for the pay and benefits of Employees booked off for Union leave.

(b) In the event that a regular Employee elected or selected to a full-time office with the Canadian Union of Public Employees, Local 8, the Employee may be granted leave of absence without loss of pay and benefits for a period of up to two (2) years. The Employee may request in writing for a further leave of absence.

(c) During such leave, the Employee will continue to accrue seniority, earn vacation and receive salary increments. An Employee granted such leave will continue to be paid by the Employer and the Union will reimburse the Employer for the Employee's wages and benefits.

(d) An Employee returning to work from such leave will provide at least one (1) month written notice to the Employer. The Employee will be reinstated to their previous position or to a similar position consistent with their abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the leave. The Employer will provide the Employee with an adequate period of orientation upon return to work.

25.02 Maternity and Parental Leave

(a) Employees who have completed ninety (90) days of continuous employment with the Employer who qualify will be eligible for:

(i) Maternity Leave

Upon at least four (4) weeks' advance written request indicating the anticipated start date~~s~~, a leave of absence without pay and without loss of seniority will be granted to a maximum of sixteen (16) consecutive weeks. Unless otherwise specified within this Collective Agreement, all other matters pertaining to the maternity and parental leave will be referenced against provincial legislation governing maternity and parental leave.

(ii) Parental Leave

Upon at least four (4) weeks' advance written request indicating the anticipated start date, a leave of absence without pay and without loss of seniority will be granted to a maximum of sixty-two (62) weeks to an Employee who has or will have custody of the child. 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.

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

(c) On return from maternity or parental leave, the Employee will be placed in their former regularly scheduled position, if it still exists. If the position no longer exists, such Employee will have access to the bumping and layoff provisions as applicable within the Collective Agreement.

(d) Seniority and service will continue to accrue during the approved maternity and parental leave consistent with the Employee's master rotation at the time the said leave commenced.

25.03 Bereavement Leave

(a) In the event of the death of an immediate family member of the Employee, they will be granted a leave of absence without loss of pay and benefits of up to four (4) working days. Additional leave of up to one (1) working days without loss of pay and benefits for the purpose of travel to and from the funeral – if traveling four hundred and fifty (450) or more kilometers one way – will be authorized by the Employer for the Employee to attend the funeral. If the Employee requires further time off from work in such cases, they may request a general leave of absence.

(b) For the purpose of bereavement leave, “immediate family” of an Employee will include spouse, child, parent, sibling, grandparents, grandchildren of the Employee, legal guardian, parents-in-law, sibling-in-law, child-in-law, and stepchildren of the Employee.

(c) In the event of the death of another relative or close friend, the Employer may, subject to operational requirements, grant up to one (1) working day off without pay and benefits for the Employee attend the funeral services.

(d) For all other family members not identified in 25.03 (a), (b) and (c), but named in Employment Standards, the Employer will grant the Employee with an approved unpaid Leave of Absence should they require time off. The length of leave will align with Employment Standards Bereavement Leave.

25.04 Jury or Court Witness Leave

A leave of absence will be granted to an Employee who serves as a juror or is subpoenaed as a witness to any court. The Employer will pay the Employee the difference between their regular earnings, based on their regularly scheduled hours, and the payment they receive for jury services or as a court witness (excluding payment for travel, meals and accommodation). The Employee will present proof of service and the amount of pay received. The Employee will notify the Employer as soon as possible of their selection for jury duty or subpoena as a court witness.

25.05 General Leave of Absence

The Employer may grant a leave of absence without pay and benefits and without loss of seniority. Such requests to be submitted in writing to the Employer at least two (2) weeks in advance of the intended start date of the leave of absence. The written request will identify the start date, end date, and the reason for the leave. Such approval will not be unjustly withheld. Employees may continue benefits as per Article 27.

25.06 (a) The Employer shall provide all leaves in accordance with the entitlements set out in the *Alberta Employment Standards Code*, as amended from time to time. The Employer may request that the Employee provide satisfactory proof for the leave of absence to ensure the eligibility requirements are met.

(b) The leaves of absence in the *Alberta Employment Standards Code* include:

Critical Illness Leave
Long-term Illness and injury Leave
Death or Disappearance of a Child Leave
Personal and Family Responsibility Leave
Bereavement Leave
Domestic Violence Leave
Citizenship Ceremony Leave
Compassionate Care leave

(c) For eligible Employees, the entitlement of Bereavement Leave is granted under Article 25.03.

(d) In order to qualify for the above leaves, there is a process and documentation required. Please refer to the *Alberta Employment Standards Code*.

ARTICLE 26 – PAYMENT OF WAGES

26.01 (a) The Employer will pay wages in accordance with Schedule "A" on a bi-weekly basis.

(b) Direct Deposit

An Employee's pay will be directly deposited bi-weekly into the Employee's bank account. Pay stubs will be available on payday at the facility for each Employee.

26.02 Temporary Work Assignment

(a) When an Employee is temporarily assigned by the Employer to work in a higher paying job classification within the bargaining unit of a full shift or more, the Employee will be paid at the basic hourly rate of pay of the higher paying job classification next higher than their current basic hourly rate of pay for all hours so worked.

(b) When an Employee is temporarily assigned during the course of their shift by the Employer to work a lower job classification within the bargaining unit of a full shift or more, the Employee will be paid the basic hourly rate of the higher job classification from which they were transferred.

26.03 Recognition of Previous Experience

For newly hired Employees, where the Employee has recent related experience the Employer will recognize such previous experience. Recognition of experience will be on the basis of one (1) annual increment for each one (1) full year of service up to the maximum of the wage grid. Part-time service will be recognized on a pro-rata basis with one (1) year of experience recognized for each two thousand and fifteen (2015) paid hours in the qualifying period.

It will be the responsibility of the newly hired Employee to provide the Employer reasonable portability in order to be considered for recognition of previous experience. If they fail to do so within sixty (60) days of their date of hire, they will not be entitled to retroactivity.

26.04 Transfers and Seniority Outside Bargaining Unit

(a) An Employee who accepts a position outside the bargaining unit will have the right to return to their previous position in the bargaining unit during their trial period, which will be up to a maximum of ninety (90) days. If an Employee returns to the bargaining unit during the trial period, they will be credited with their seniority accumulated up to the date of leaving the unit. This clause will not apply to temporary transfers.

(b) An Employee who accepts a temporary transfer outside the bargaining unit will have the right to return to their in-scope position within a period of three hundred and sixty-five (365) days. When an Employee returns to the bargaining unit, they will be credited with their seniority accumulated up to the date of leaving the unit.

26.05 Errors on Pay Cheque

In the event of an error on an Employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention. If the error resulted in an Employee being underpaid by one (1) days' pay or more, the Employer will provide payment for the shortfall within one (1) week from the date it is notified of the error.

If an Employee is overpaid, the Employer will collect the overpayment after it has arranged a reasonable repayment schedule with the Employee. The minimum bi-weekly re-payment will be fifteen dollars ($15.00) per pay period.

ARTICLE 27 – GROUP BENEFIT PLANS

50% Employer paid and 50% Employee paid of current benefit program for all Full-time and Part-time Employees.

Effective July 1, 2024, 55% Employer paid, and 45% Employee paid of current benefit program for all Full-time and Part-time Employees.

Pre-Payment of Premiums

During an Employer approved leave of absence that is without pay and benefits, the Employer agrees to pay the benefit premium cost share only for the month in which the leave of absence commences. If the Employee wishes to continue their benefit plan participation beyond that first month of leave of absence, they will notify the Employer in writing of their decision to continue and will remit payment of the full monthly benefit plan premiums for all benefit plans they continue to participate in no later than the first day of the month to which the benefit plan premium is due. The Employee will be wholly responsibly for compliance with the benefit plan carrier requirements for waiver of benefits and/or submission of the monthly benefit plan premium during the leave of absence.

ARTICLE 28 – RRSP

28.01 (a) Effective the date of ratification, the Employer agrees to offer an Employer administered RRSP to regular Employees. Employee participation is voluntary.

(b) Upon completion of probation, all eligible Employees who decide to participate will contribute the following:

450 hours - 5 years	Up to 2.75% Employee/Employer contributions
6-10 years	Up to 3.00% Employee/Employer contributions
Over ten years	Up to 3.50% Employee/Employer contribution

One (1) year equals 1950 hours except the one (1) LPN year shall be 2015 hours.

The Employer will match the percent (%) contributed by the participating Employee.

(c) Employees shall have the option to purchase additional RRSP contributions in the Employer program through payroll deductions up to the individual Employee's allotted government limit. It is understood that these contributions shall not be matched by the Employer.

ARTICLE 29 – HEALTH AND SAFETY

29.01 Pursuant to the *Occupational Health & Safety Act* of Alberta, the Employer will maintain an Occupational Health and Safety Committee with up to two (2) representatives from the bargaining unit.

29.02 Harassment & Violence

The Employer and the Union recognize that an Employee should be able to work free from harassment and violence and will cooperate in the achievement of that objective.

Workplace harassment is defined as a single or repeated incident of objectionable or unwelcome conduct, comment, bullying, or action intended to intimidate, offend, degrade, or humiliate a particular person or group.

Any discriminatory behaviour at or related to the workplace which denies an individual their dignity and respect or affects their job security by creating an intimidating, offensive, embarrassing, or humiliating work environment is considered to be personal harassment.

Workplace harassment is inappropriate, coercive, intimidating, embarrassing, or unwelcome behavior in the workplace by one person towards another, particularly if the behavior is adversely affecting, either directly or indirectly, the working conditions

or work prospects of a staff member. It can be committed verbally, in writing, including through email and over the internet, graphically, or physically. Examples of workplace harassment include, but are not limited to: gossiping, verbal, written or graphic abuse or threats; taunting or other forms of intimidation; unwelcome remarks or jokes about physical attributes, attire, age, gender, sexual orientation, marital status, family, religion, ethnic or national origin; practical jokes which cause undue embarrassment or humiliation; rumour mongering; unwelcome physical contact; physical assault.

Violence, whether at a work site or work related, is defined as the threatened, attempted, or actual conduct of a person that causes or is likely to cause physical or psychological injury or harm. It can include: a physical attack or aggression, threatening behaviour, verbal or written threats, domestic violence and/or sexual violence.

Domestic violence

Domestic violence becomes a workplace hazard when it occurs or spills over into the workplace. It may put the targeted worker at risk and may pose a threat to coworkers.

Employers must take reasonable precautions to protect affected workers if they are likely to be exposed to domestic violence at a work site.

Sexual violence

Sexual violence as a workplace hazard refers to any sexual act, attempt to obtain a sexual act, or other act directed against a worker's sexuality using coercion, by any person regardless of their relationship to the victim, in a workplace or work-related setting.

Sexual violence exists on a continuum from obscene name-calling to sexual assault and/or homicide. It includes online form of sexual violence, such as internet threats and harassment, and sexual exploitation.

The Employer and the Union will not tolerate, ignore, or condone workplace harassment or violence and considers both to be serious offences.

Should an Employee believe that he has been harassed or experienced a violent act, the Employee is encouraged to bring the matter to the attention of their Supervisor/Designate for investigation and action. The Employer and the Union will maintain strict confidentiality of all situations alleging harassment or violence.

ARTICLE 30 – DISCIPLINE

30.01 An Employee who has completed their probationary period may be disciplined or terminated only for just cause. When an Employee is disciplined or terminated, they and CUPE Local 8 and Site Vice-President will be given the reasons in writing.

30.02 (a) Whenever the Employer deems it necessary to discipline an Employee, the Employee, the Union and Site Vice-President will be notified in advance of the meeting.

(b) An Employee will have the right to Union representation at meetings with the Employer of a disciplinary nature including termination.

30.03 Disciplinary Record

Disciplinary records, except in cases of discipline involving third party interaction (including but not limited to a resident or family member), will be removed from the Employee's record after a period of twelve (12) months active employment provided they have not received any subsequent discipline of the same nature.

ARTICLE 31 – GENERAL CONDITIONS

31.01 Access to Personnel File

An Employee will have the right, at a mutually agreed time, to have access to and review their personnel file.

31.02 Transportation Allowance

When the Employer requires an Employee to use their automobile on Employer business, the Employee will receive fifty-two cents ($0.52) per kilometer for the distance traveled on such business.

31.03 Notice of Resignation

An Employee will notify the Employer in writing at least two (2) weeks prior to their intended date of resignation.

31.04 Courses, Seminars, and Conferences

(a) When the Employer in the absence of legislated requirements requires an Employee to complete a course, attend a seminar or conference, the Employer will pay the tuition fees and approved expenses. The Employee will suffer no loss of regular pay while in attendance.

(b) Payment of costs for other courses, seminars or conferences requested by the Employee or Employer which will further the Employee's knowledge and skill as it

relates to their position will be by mutual agreement between the General Manager and the Employee prior to enrollment.

(c) Employees required to attend in-service training on their regularly scheduled days off will receive a minimum of three (3) hours pay at their regular basic hourly rate of pay as described in Schedule "A". Employees required to attend in-service training in conjunction with their regular shift will receive pay at their regular basic hourly rate of pay for the time so spent in such in-service training.

(d) Employees required to attend any mandatory training or mandatory in-service training will be paid their regular basic hourly rate of pay as described in Schedule "A" for all hours spent in such training.

31.05 Time Change

On the date fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work will be extended to include the additional one (1) hour with additional payment due at the regular basic hourly rate of pay. On the date fixed by the said Act for resumption of Daylight Savings Time, the reduction of one (1) hour in the shift involved will be effected.

31.06 Job Classifications

If the Employer introduces a new job classification which is properly included within the bargaining unit, the basic hourly rates of pay of the new job classification will be subject to negotiations between the Employer and the Union. If negotiations fail to produce an agreement within sixty (60) calendar days of the Union having been given written notice of the new job classification, then either party may elect to have the basic hourly rates of pay settled by arbitration in accordance with Article 14.

31.07 Job Descriptions

(a) The Employer will provide to each Employee, a copy of the job description for the job classification in which they are employed in. It is agreed and understood that such job descriptions will not form part of the Collective Agreement, will not be subject to negotiations, will not be subject to grievance, and may be changed by the Employer from time to time.

(b) The Employer will provide a copy of job description(s) upon request of the Union.

31.08 The Employer will provide to qualified Employees Licensed Practical Nurses (LPN) Professional Development leave for the sole purpose of professional development of the Employee's nursing (LPN) skills.

(a) All Full-time Employees required by the Employer to be registered as a Licensed Practical Nurse and who are on staff on January 1 of the given calendar year, upon request, will be granted a maximum of three (3) professional development days in that same calendar year.

(b) All Part-time Employees required by the Employer to be registered as a Licensed Practical Nurse and who are on staff on January 1 of the given calendar year, upon request, will be granted a maximum of two (2) professional development days in that same calendar year.

(c) Qualified Employees who are hired after January 1 of the given calendar year or current Employees who bid into a permanent full-time position (i.e., achieve a status change from part-time to full-time) will be entitled to LPN Professional Development leave as follows; it must be noted that a current Employee bidding into a permanent full-time position will be entitled only to the maximum LPN professional development leave as set out in 31.08(a) above.

(i) Hired or status change effective before July 1 of the calendar year, 31.08 (a) or b) above as applicable.

(ii) Hired or status change after June 30, for a full-time Employee, two (2) professional development days for the balance of the calendar year, and for a part-time Employee, one (1) professional development day for the balance of the calendar year.

(d) LPN Professional Development leave will be an unpaid leave and subject to operational needs.

ARTICLE 32 – COPIES OF THE COLLECTIVE AGREEMENT

32.01 The Union will prepare the Collective Agreement for the parties' signature upon written notice of ratification by the parties. Printing of the Collective Agreement will be arranged between the parties. The cost of printing the Collective Agreement will be shared equally by the Union and the Employer.

Signed this 13 day of May, 2024.

Signed on behalf of Canadian Union of Public Employees Local 8

[redacted]

Signed on behalf of Seasons Retirement Communities

[redacted]

Eric Ladniak (May 13, 2024 11:54 EDT)

[redacted]

Luisa Vasquez (May 30, 2024 12:16 MDT)

SCHEDULE 'A'

	Start	July 1, 2023 2.5%	July 1, 2024 2.0%
RGA - Care			
Step 1 - Start	$21.09	$21.62	$22.05
Step 2 - 2015 hours	$22.17	$22.72	$23.18
Step 3 - 4030 hours	$22.92	$23.49	$23.96
Step 4 - 6045 hours	$23.59	$24.18	$24.66
Step 5 - 8060 hours	$24.37	$24.98	$25.48
Step 6 - 10,075 hours	$24.90	$25.52	$26.03
Step 7 - 12,090 hours	$25.64	$26.28	$26.81
LPN			
Step 1 - Start	$28.00	$28.70	$29.27
Step 2 - 2015 hours	$29.21	$29.94	$30.54
Step 3 - 4030 hours	$30.36	$31.12	$31.74
Step 4 - 6045 hours	$31.57	$32.36	$33.01
Step 5 - 8060 hours	$32.74	$33.56	$34.23
Step 6 – 10,075 hours	$33.88	$34.73	$35.42
Step 7 – 12,090 hours	$35.25	$36.13	$36.85

SCHEDULE "B" – EMPLOYEE BENEFIT HIGHLIGHTS

Eligibility

- Permanent Employees (regularly scheduled to work at least 24 hours a week) are eligible for benefits after three (3) months of continuous employment.
- You must complete an enrollment form to elect your benefits.
- If you or your dependents are covered for comparable Extended Health Care or Dental Care coverage, you may refuse this coverage under this plan.

Life Insurance

- Your Life benefit is $25,000
- Your benefit will reduce to 50% of the above amount when you reach age 65
- Your coverage will end when you retire or reach age 71, whichever is earlier.

Extended Health Care

- No deductible for this coverage
- 80% coverage for all eligible expenses for drugs and supplies prescribed by a doctor or dentist and obtained from a pharmacist (for details, refer to the benefit booklet)
- 100% coverage for hospital care in the province where you live
- Out of province emergency services
- 100% coverage for medical services including, but not limited to:
    - Out-of-hospital private duty nurse services when medically necessary, to a maximum of $5000 per person per year
    - Transportation in a licensed ambulance, if medically necessary
    - Dental services to repair damage caused by an accident
    - Ophthalmologist
    - Medically necessary equipment that meets your basic medical needs
    - Elastic support stockings up to a maximum of $250 per person per year
    - Custom-made orthopedic shoes or custom-made orthotic inserts, when prescribed, to a maximum of $300 per person in any 12-month period
    - Hearing aids
- 100% coverage for Paramedical Services to a maximum of $300 per person per specialty per year for the specialists listed below:

- Psychologist or social worker, massage therapist, speech therapist, naturopath, physiotherapist, acupuncturist, dietician, osteopath, chiropractor, podiatrist or chiropodist

- Effective July 1, 2024, 100% coverage for Paramedical Services to a maximum of $500 per person per specialty per year for the specialists listed below:
  - Psychologist or social worker, massage therapist, speech therapist, naturopath, physiotherapist, acupuncturist, dietician, osteopath, chiropractor, podiatrist or chiropodist
- Extended Heath Care coverage will end when the employee retires or reached age 71, whichever is earlier.

Dental Care

- Payments will be based on the current Dental Association Fee Guide at the time the treatment if received.
- 80% Coinsurance for eligible expenses with a benefit year maximum of $1500 per person for Preventative and Basic dental procedures combined
- 50% Coinsurance for eligible expenses with a benefit year maximum of $1500 per person for Major dental procedures.
- Dental Care coverage will end when the employee retires or reached age 71, whichever is earlier.

Vision Care

- Eye examinations – 100% coverage for one (1) eye examination per twenty-four (24) months, per eligible covered Employee and their qualified dependents.
- Effective July 1, 2024, 100% coverage for vision care for up to two hundred dollars ($200) per twenty-four (24) months, per eligible covered Employee and their qualified dependents.

LETTER OF UNDERSTANDING

Between

CUPE Local 8

And

Seasons High River

RE: EXTENDED WORK DAY

The Employer may implement, continue or cancel extended shifts according to the terms of this Letter of Understanding.

On a without prejudice basis, the parties agree to modify the terms of the Collective Agreement for the extended work day as follows:

A. Scope

This Letter of Understanding will apply to all positions within the scope of the bargaining unit (regardless of Employee status) who work an extended shift.

B. Duration

This Letter of Understanding will continue to be in full force and effect up to and including the ratification of a new collective agreement between the Union and the Employer.

C. Definitions

For the purposes of this Letter of Understanding only, the following definitions will apply.

"Full-time Employee" is one who is regularly scheduled to work 78.75 bi-weekly hours averaged over the Employee's shift rotation exclusive of unpaid meal periods.

"Part-time Employee" is one who is regularly scheduled to work less than 78.75 bi-weekly hours averaged over an Employee's shift rotation exclusive of unpaid meal periods.

"Extended Shift" will mean a daily shift of eleven point two five (11.25) hours.

D. Provisions

1. There will be two (2) unpaid meal periods of thirty (30) minutes each during the extended shift.

2. There will be three (3) paid rest periods of fifteen (15) minutes each during the extended shift.

3. Schedules will provide:

   (i) at least eleven point seven five (11.75) hours off between shifts;

   (ii) no more than four (4) consecutive extended shifts;

   (iii) no more than four (4) extended shifts within a calendar week;

   (iv) at least two (2) consecutive days of rest;

   (v) at least twenty-two point five (22.5) hours off duty between shift change over between extended shifts; and,

   (vi) at least one (1) weekend off in three (3) over an Employee's shift rotation.

   Approved deviation from the posted schedule which results from an Employee initiating an exchange of shifts with other qualified Employees will not increase the cost to the Employer.

4. Overtime:

   Overtime is all hours authorized by the Employer in excess of eleven point two five (11.25) hours in a day or more than seventy-eight point seven five (78.75) hours bi-weekly averaged over a shift rotation. Overtime as defined above will be paid at time and one half (1.5x) the Employee's basic hourly rate of pay.

5. Vacation:

   The annual vacation entitlement an Employee receives under the extended work day schedule will correspond exactly in hours to the vacation entitlement of a seven point seven five (7.75) hour schedule. All other matters pertaining to annual vacation will be pursuant to the Collective Agreement.

6. Named Holidays:

   For Full-time Employees, the one (1) day off with pay or payment in lieu of Named Holidays referred to in Article 22 will be paid at 7.75 hours per Named Holiday, and in no instance will a Full-time Employee be paid in excess of 93 hours annually for such Named Holidays benefits.

7. Sick Leave:

   Employees will earn sick leave credits according to the following criteria:

   (a) Full-time Employees will earn one day of sick leave credits per full month worked.

   (b) Sick leave credits will not exceed 270 hours accumulation.

   (c) Sick leave credits can be accessed after the Employee successfully completes their probationary period.

E. Other Terms and Conditions

The Union and the Employer acknowledge and confirm that, with the exception of the foregoing amendments, all other terms and conditions of the Collective Agreement will remain in full force and effect between the parties.

Signed this 13 day of May, 2024.

Signed on behalf of Canadian Union of Public Employees Local 8

[redacted]

Signed on behalf of Seasons Retirement Communities

[redacted]
Eric Ladniak (May 13, 2024 11:54 EDT)

[redacted]
Luisa Vasquez (May 30, 2024 12:16 MDT)

LETTER OF UNDERSTANDING

Between

CUPE Local 8

And

Seasons High River

RE: UNCERTIFIED HEALTH CARE AIDE

The Union and Employer enter this Letter of Understanding regarding the continuation of the classification of Uncertified Health Care Aide as follows:

1. Uncertified Health Care Aide will be a classification in the collective agreement.

2. Effective July 1, 2023, Uncertified Health Care Aide will be paid at the rate of $17.58 per hour.

3. Effective July 1, 2024, Uncertified Health Care Aide will be paid at the rate of $17.93 per hour.

4. Once an Uncertified Health Care Aide has become certified as a Health Care Aide, they will be placed on the wage grid within Schedule "A" in the RGA-Care Classification at Step 1.

5. Uncertified Health Care Aides will be entitled to all components of the Collective Agreement, based on their seniority, and status (i.e.: Full-time, Part-time, Casual).

6. Uncertified Health Care Aides must be students who are actively enrolled in a Health Care Aide Program with the intention of becoming a certified HCA. If they are no longer enrolled as a student, and have not received their HCA certification, their employment will be terminated.

Signed this 13 day of May, 2024.

Signed on behalf of Canadian Union of Public Employees Local 8	Signed on behalf of Seasons Retirement Communities
[redacted]	

LETTER OF UNDERSTANDING

Between

CUPE Local 8

And

Seasons High River

RE: $2.00 RGA-CARE COMPENSATION INCREASE

The Employer and Union agree that, as per the Government of Alberta directive, the Employer will continue to apply a $2.00 per hour wage “top up” to all RGA-Care employees at Seasons High River. This will exclude any other job classifications covered under the Collective Agreement.

The "top up" will continue to apply to all RGA-Care hours paid by the Employer to eligible employees as outlined above. The increase will be provided to the RGA-Care base hourly wage rate at each level of the wage grid, will be subject to all required statutory deductions, and will continue until such time that the funding for this "top up” ceases, as determined by the Government of Alberta. At that time, the RGA-Care base hourly wage rate will return to the rates mutually negotiated and agreed to by the Employer and Union.

The Employer will endeavor to provide 30 (thirty) days’ notice in regard to any changes.

Signed this 13 day of May, 2024.

Signed on behalf of Canadian Union of Public Employees Local 8	Signed on behalf of Seasons Retirement Communities
[redacted]	