COLLECTIVE AGREEMENT

Between

Canadian Union of Public Employees, Local 8

And

Operating as

Aspira Britannia

March 1, 2024 – February 28, 2026

copesepb
Canadian Office &
Professional Employees
SD/dlw/cope #491

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, 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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ARTICLE 1 - PURPOSE

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

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

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

(c) To encourage efficiency in operations.

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

1.02 It is the desire of the parties to provide compassionate care for the residents to meet their physical and emotional needs in a safe and comfortable environment, treating them and their families with respect and dignity that they deserve.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees employed by SbraReit Assisted Living I, ULC (Sienna Senior Living Inc. operating as Aspira Britannia) in the City of Calgary covered under Alberta Relations Code Certificate number 39-2016, save and except office staff, coordinators, supervisors and person above the rank of supervisors.

2.02 The term “Employee” means a person employed within the bargaining unit for which the Union is recognized as described in Article 2.01.

(a) Full-time Employee means an Employee employed in the bargaining unit who is regularly scheduled for seventy-five (75) hours or more excluding paid lunch per pay period; and

(b) Part-time Employee means an Employee employed in the bargaining unit who is regularly scheduled less than seventy-five (75) hours excluding paid lunch per pay period.

(c) Casual Employee means an Employee who works on a call-in basis and who does not appear on the schedule on a regular and continuing basis except for the purpose of replacement of Full-time and Part-time Employees for a period of three (3) months or less for a specific job.

Casual employees who fail to work a minimum of one (1) shift in a ninety (90) day period will be removed from the casual list, provided they are available for at least six (6) shifts every ninety (90) days and are called for shifts that align with their availability during that period.

(d) A temporary Employee is an employee who is awarded a rotation on a temporary basis for a full-time or part-time position for:

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

(ii) replacement of full-time or part-time Employee who is on an approved leave of absence for a period of more than three (3) months; or

(iii) 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;

(iv) Temporary Employees shall be eligible to apply for any permanent vacancies posted during the term of the temporary assignment.

A temporary Employee replacing of a full-time or part-time Employee, in a benefit-eligible rotation and who is on leave as noted above, where the leave is expected to be or becomes in excess of six (6) calendar months will be eligible to enroll in the Group Benefit Plan, upon completion of the waiting period, until completion of the temporary line. Eligible temporary Employees will receive the same benefit coverage as permanent Employees as outlined in Article 23.

For Casual Employees in a temporary rotation, upon completion of the temporary rotation, and return to casual status, all benefits will cease. Should a temporary Employee post into a different temporary rotation while actively covered under the Employer's Group Benefit Plan they will not be required to satisfy a new waiting period. Should the Employee post into a different temporary rotation after returning to casual status, a new waiting period would be required.

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

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

2.05 No Employee may enter into a financial arrangement with a resident or their responsible party.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges and recognizes that the management of Sienna Senior Living Inc. operating as Aspira Britannia and the direction of the working force are fixed exclusively with the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

(a) Maintain order, discipline and efficiency;

(b) Hire, transfer, layoff, recall, promote, demote, classify, direct and schedule Employees;

(c) Discharge, suspend or otherwise discipline Employees for just cause;

(d) Determine in the best interest of efficient operations and highest standard of service and care, establish the work to be done, the location, standards, methods, procedures, work assignment and the amount of supervision necessary for the care, welfare, safety and comfort of the residents in the Residence. This includes the right to introduce new and improved methods, facilities, equipment, and the increase or reduction of personnel in any particular area in part or on the whole, the combining or splitting up of a department(s) for the efficient operation of the Residence;

(e) Make, enforce, and alter from time-to-time policies, practices, rules and regulations to be observed by the Employees;

(f) Determine the number of Employees required and duties to be performed by each and to determine whether vacancies exist and to hire persons to fill vacant positions or newly created positions.

(g) Failure by the Employer to exercise any of its management rights shall not be considered as abandonment of any such rights.

3.02 The Employer shall exercise their management rights in accordance with the Collective Agreement.

ARTICLE 4 - UNION RECOGNITION, MEMBERSHIP AND DUES DEDUCTION

4.01 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.

4.02 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.

4.03 All Employees, as outlined in Article 2 of this agreement, who are members of the Union on the effective date of this Collective Agreement will remain members of the Union. All Employees, as outlined in Article 2 of this agreement, who are hired after the effective date of this Agreement shall become, as a condition of employment, members of the Union.

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

4.05 Deductions

The Employer agrees to deduct from every Employee Union dues, initiation fees and other assessments levied by the Union from the biweekly payroll. 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.

4.06 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 fifteenth (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.

4.07 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.

4.08 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.

4.09 T4 Slips

Union dues deducted from the pay of each Employee will be shown on the Employee's T4 slip.

4.10 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 classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), and, if available, personal e-mail.

The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, casual), and if the Employee is on a leave of absence, the nature of the leave.

The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on an annual basis.

On a monthly basis, the Employer shall provide the Union with the names, addresses, phone numbers, and personal email addresses, if available, for any newly hired Employee.

ARTICLE 5 - NO STRIKES OR LOCK-OUTS

5.01 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 6 - NO DISCRIMINATION, HARASSMENT OR VIOLENCE

6.01 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 race, religious beliefs, colour, gender, physical disability, mental disability, age, sexual orientation, gender identity, gender expression, ancestry, Union membership, place of origin, marital status, source of income, or family status of that person or of any other person. For the purposes of this Article, the parties agree that the defenses of the aforementioned Act will be applicable.

6.02 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.

The Employer and the Union agree that violence and harassment against employees, managers, and residents, in the workplace is not acceptable and agree to work together to eliminate harassment and violence in the workplace. To that end, the following shall apply:

a) Definition of Violence and Harassment

Violence shall be defined as the attempted, threatened or actual conduct of a person that causes or is likely to cause physical or psychological injury or harm and includes any threatening statement or behaviour that gives an employee, managers, and/or residents reasonable cause to believe that they are at risk of injury during the course of their employment or residency. This includes domestic and sexual violence.

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.

b) Violence and Harassment Policies and Procedures

The Union and Employer shall monitor violence and harassment in the workplace through the Occupational Health and Safety Committee. The Employer will ensure a policy is developed to address the prevention of violence and harassment, the management of violent or harassing situations, to reduce the causal factors of violence and harassment and to provide support to employees who have faced violence and/or harassment.

The Employer will comply with the requirements of Alberta's *Occupational Health and Safety Act (OHS)* and the Employer's internal policies and procedures (as amended) with respect to Violence and Harassment.

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 they have been harassed or experienced a violent act; the Affected Employee is encouraged to bring the matter to the attention of their Supervisor/Designate for investigation and action.

ARTICLE 7 - UNION REPRESENTATION AND LABOUR RELATIONS

7.01 Union Stewards and Officers

(a) The Union will have the right to appoint Stewards to serve as representatives of Employees in certain matters including the processing of grievances.

(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 Union Steward shall not leave their regular duties during working hours without informing their supervisor and receiving permission which will not be unreasonably withheld. However, where it is necessary for a Union Steward to conduct Union business during working hours, the Employee shall not be disturbed in the performance of their assigned duties. The Union Steward shall not be absent from their regular duties for more than a reasonable period of time in order to attend to the matter. Such leave from their work area will be without loss of pay and benefits as long as the Employee remains in the Residence. Notwithstanding the above, such Union Stewards and/or Employee, when required by the Employer, either the Union Steward and Employees recognize that by the virtue of the work they perform they may be required to leave such meeting in order to handle matters relating to resident care.

7.02 Authorized representatives of the Union shall be permitted to enter the premises of the Employer at reasonable times for a reasonable period of time for the purpose of discreetly conducting its business. An official of the Union coming onto the Employer's property shall first call and advise the General Manager or designate. Entry shall not be refused unreasonably provided there shall be no interference with the residents or Employees performing their work. Specifically, it is understood that the Union business will not occur within the hearing or presence of the residents.

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.

7.04 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/or the CUPE Local President 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 7.04 (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.

7.05 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) An Employee attending collective bargaining will continue to be paid by the Employer and the Union will reimburse the Employer for the Employee's wages and benefits.

7.06 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 National Representative from CUPE.

7.07 The Union agrees that, except as provided in this Agreement, there shall be no Union activity on the premises of the Employer during the Employees' working hours except by agreement with the Employer.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 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.

8.02 Step 1 - Complaint Step/Early Resolution

An Employee having a question or complaint shall refer it to their immediate supervisor within eight (8) working days after the employee has or ought to have had knowledge of the event giving rise to the question or complaint. The immediate supervisor shall reply to the Employee, giving the answer to the complaint or question within eight (8) working days from date of submission.

8.03 It is understood that an Employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. The grievor may have the assistance of a Union Steward if they so desire.

8.04 Step 2

If the matter is not settled at Step 1, then within eight (8) working days after the decision is given by the immediate supervisor, the Union representative may submit the grievance in writing to the immediate supervisor. The grievance shall clearly indicate the nature of the grievance, the Article(s) allegedly violated, and the remedies sought. A meeting will then be held between the immediate supervisor, the Union Representative and the grievor. The decision of the immediate supervisor shall be given in writing within eight (8) working days following the grievance meeting.

8.05 Step 3

If the matter is not settled at Step 2 or the immediate supervisor failed to render a decision at Step 2, then within eight (8) working days after the decision is given, the grievance may be submitted in writing to the General Manager. A meeting will then be held between the General Manager and/or their designated representative(s), the Union Representative(s) and the grievor. The decision of the General Manager and/or their designated representative(s) shall be given in writing to the Union within eight (8) working days following the meeting.

8.06 Timelines

(a) For the purpose of this Article, “working days” will be Monday to Friday inclusive, however, excluding general holidays.

(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 within 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 limit.

(d) Any of the time allowances above may be extended by mutual agreement of the parties.

8.07 Discipline, Discharge and Suspension Grievances

Discipline, discharge and suspension grievance**s** will be submitted in writing at Step 2 of the Grievance Procedure within eight (8) working days of the discipline, discharge or suspension

8.08 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) Where a policy grievance arises, the grievance will be submitted in writing at Step 2 of the grievance procedure within eight (8) working days after circumstances giving rise to the grievance have occurred or come to the attention of the Union.

8.09 Employer's Grievances

The Employer may institute a grievance in writing at Step 2 of the grievance procedure, by forwarding a written statement of said grievance to the Union, providing it is presented within five (5) working days after the circumstances giving rise to the grievance have occurred or come to the attention of the Employer; the CUPE National Representative shall give a decision in writing within five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with the arbitration provisions of this Agreement.

8.10 All decisions arrived between the Employer and the representative of the Union shall be final and binding upon the Employer, the Union, and the Employee(s) concerned. An Employee may at any time during the grievance or arbitration process request that the grievance be withdrawn.

ARTICLE 9 - GRIEVANCE MEDIATION

9.01 Failing a satisfactory settlement being reach in Step 3, either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within twenty (20) working 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.

9.02 Grievance Mediation will commence at a mutually agreeable time.

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

9.04 The parties shall appoint a mutually agreeable Mediator.

9.05 Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will

not apply, no records of proceeding shall be made, and legal counsel shall not be used by either party. If possible, an agreed statement of facts will be provided to the Mediator in advance of the Grievance Mediation.

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

9.07 If no settlement is reached following Grievance Mediation, either party may refer the grievance to arbitration in accordance with the provisions in 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 without the permission of both the Union and the Employer. Nothing said or done by the Mediator may be referred to at Arbitration notwithstanding the exception indicated above.

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

9.09 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.

ARTICLE 10 - ARBITRATION

10.01 Referral to Arbitration

(a) Failing settlement being reached in Step 3, either party may refer the grievance to arbitration within twenty-five (25) 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, Alberta Mediation Services will be requested to appoint the Arbitrator.

(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) 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 the Chairperson. In the event of failure to agree upon a third person, Alberta Mediation Services will be requested to appoint a third person.

(c) No matter may be submitted to arbitration which has not been properly processed through the grievance procedure.

10.02 Each party will pay:

(a) One-half of the fees and expenses of the Chairperson, or sole Arbitrator; and,

(b) If applicable, the fees and expenses of the nominee it appoints; and,

(c) Its own expenses including pay for witness.

No costs will be awarded to or against any party.

10.03 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.

10.04 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.

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

10.06 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 11 - SENIORITY

11.01 Seniority shall be defined for Full-time and Part-time Employees as the length of the Employee's continuous employment with the Employer. Seniority is defined for Casual Employees on the basis of hours worked. Seniority will include all service with the Employer prior to certification of the bargaining unit by the Union.

Upon completion of the probationary period, the initial date of employment or hours worked, as the case may be, shall be used for determining seniority.

When an Employee changes status from Casual to Part-time or Full-time employment, their hours worked will be converted using 1950 hours worked to establish a seniority date.

When an Employee's status changes from Full-time or Part-time employment to Casual, their seniority date shall be used to calculate seniority hours using 1950 hours per year of seniority.

11.02 Probationary Period

A newly hired Employee will serve a probationary period from their date of hire for four hundred and fifty hours (450) worked, or four (4) months whichever occurs first. The probationary period may be extended an additional one hundred and fifty (150) hours worked at the discretion of the Employer, with written notice to the Union.

11.03 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 8. For clarity, the Probationary Employee may not take their grievance to Arbitration.

11.04 Seniority Lists

(a) The Employer shall keep separate seniority lists for:

(i) Full-time and Part-time Employees
(ii) Casual Employees

(b) The Employer shall maintain seniority lists, posting the seniority lists in the workplace and will make copies available to the Union in January and July of each year.

(c) The seniority lists will indicate the Employees' names, classification, their seniority and start dates.

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

11.05 In the event seniority dates are the same, the Employee with the highest number of hours worked shall be deemed to have the most seniority.

11.06 Loss of Seniority

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

(a) resign or retire;

(b) are discharged and not re-instated;

(c) are absent from work for three (3) or more consecutive shifts without notifying the Employer, unless a reason satisfactory to the Employer is provided;

(d) are absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the Employee will return to work within the near future;

(e) are absent from work for more than twelve (12) months by reason of layoff, or in the case of student or Casual Employees are laid off;

(f) utilize a leave of absence for purposes other than those for which the leave was granted or while on a Leave of Absence, are engaged in gainful employment without the permission of the Employer and Union;

(g) are absent from work without a leave of absence being granted by the Employer or an explanation being given which is reasonable in the circumstances; or

(h) fail to signify their intention to return to work within five (5) working days and/or failure to return to work with two (2) weeks after being notified of recall by registered mail or by telephone. Registered mail sent to the employee's most recent home address on their employment file shall be interpreted as proper notice and leaving a telephone message at such employee's residence will also constitute proper notice. For purposes of recall it shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number.

11.07 Employees will continue to accrue seniority during periods of:

(a) 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) Leaves while receiving workers' compensation benefits; and
(h) Maternity or parental leave of absence.

ARTICLE 12 - JOB SECURITY

12.01 Layoff and Recall

Layoff is defined as the reduction to the compliment of Employees or a change in an Employee's status. It is agreed and understood that a reduction in the number of scheduled hours in a work week, without a reduction to the compliment of Employees or a change in an Employee's status, does not constitute a layoff.

12.02 In the event of a layoff, the Employer will provide the Union with at least two (2) weeks' notice. Should either Party request a meeting, the Parties will meet as soon as practically possible to discuss the layoff and its implementation. This notice and, if requested the timing of the meeting of the Parties, is not in addition to required notice for individual Employees.

12.03 In the event of a layoff, the Employer will provide affected Employees with notice in accordance with the *Employment Standards Act*.

12.04 Lay-Off Procedure

(a) In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority.

(b) The following procedure will be used to identify employees who will be affected by a layoff and provide the affected employee with their options:

Step 1 – Discuss proposed layoff procedure with Union Representative, as outlined in Article 12.02.

Step 2 – The Employer will provide the Union with bi-weekly reductions of hours per classification.

Step 3 – The Employer will provide the Union with revised blank schedules (of classifications that are directly affected or could be affected).

Step 4 – The Employer will provide the Union with an updated Seniority List.

Step 5 – Employees will be informed of the reductions and explained the layoff process.

Step 6 – The Employer and the Union will set a date for employees to pick their position. Employees will be scheduled in appropriate time intervals in accordance with the updated seniority list (most senior first) to allow the employee sufficient time to make their choice. Employees will be entitled to either indicate their choice using the procedure above or accept the layoff. Both Employer and Union representatives will be present at the meeting. Employees will also have the choice of coming in or providing a number where they can be reached at their set time. Employees may put their name down on any available position (providing qualified).

Step 7 - Employees with no available positions would receive their required working notice period or pay in lieu of notice pursuant to the *Employment Standards Act*.

Step 8 - At the conclusion of this notice period the new schedule becomes active.

It is agreed that nothing prevents the Employer and Union from mutually agreeing to another process not considered or listed in this Article.

12.05 Recall Rights

(a) A Full-time or Part-time Employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the skills to perform the work. Casual Employees have no right to recall from layoff.

(b) The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications of an employee to perform the work for the purposes of the article, the Employer shall not act in an arbitrary or unfair manner. Any dispute can be referred to arbitration.

(c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision.

(d) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days

(exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail and e-mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

(e) Regular Employees on layoff 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.

(f) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

(g) A laid-off post probationary employee shall retain the rights of recall for a period of twelve (12) months.

ARTICLE 13 - VACANCIES, TRANSFER, JOB POSTINGS, CLASSIFICATIONS

13.01 Vacancies and Job Postings

(a) When the Employer creates a new position or determines there is a vacancy, the Employer will post notice of the position (job posting) for seven (7) 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 has the right to temporarily fill a vacancy as it sees fit during the posting period and up to the time when posted position is filled. No grievance may be filed concerning such temporary arrangements until the posted position is filled. An appointment shall be made within ten (10) calendar days of the end of the posting period unless the Employer has given the Union notice that it intends to postpone or not fill the vacancy.

(c) The Employer will forward copies of job postings to CUPE Local 8 at the time of posting.

(d) The Employer will notify CUPE Local 8 when a vacant position will not be filled or when a Full-time or Part-time position will be changed.

13.02 Applications for job postings will be made in writing to the Employer.

13.03 In the event one (1) or more Employees apply, the Employer shall consider:

(a) The skills, qualifications, experience and ability of the applicants.

(b) Where these factors are relatively equal, the applicant with the greatest seniority shall fill the vacancy.

(c) The Employer shall consider Full and Part-time Employee applicants before Casual Employee applicants during the posting process.

13.04 The Employer will post and notify CUPE Local 8 of the name of the successful applicant within ten (10) calendar days of the application deadline date.

13.05 If there are no applicants or the applicants are not qualified to perform the work required, the Employer reserves the right to fill the vacancy as the Employer, in their full discretion, sees fit.

13.06 Trial Period

An Employee awarded a position in a different job classification will serve a trial period of four (4) weeks. During the trial period, if the Employer finds the Employee to be unsatisfactory in their job performance in the position, or if the Employee requests, the Employee will be returned to their former permanent position at their previous basic hourly rate of pay and without loss of seniority.

13.07 Permanent Transfers

(a) When an Employee is permanently transferred to a higher rated job group within the bargaining unit, they shall receive the next highest rate in the new job group above their regular rate.

(b) If an Employee is transferred to a lower rated job group due to a reduction in staff, inability to perform their work as required, at the Employee's request, or any other reason as determined by the Employer acting within the scope of Article 3, the Employee will receive the corresponding rate for the job group to which they were transferred.

13.08 Transfers Outside Bargaining Unit

(a) An Employee who accepts a permanent 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 eighteen (18) months. When an Employee returns to the bargaining unit, they will be credited with their seniority accumulated up to the date of leaving the department.

13.09 Temporary Vacancies

(a) A “temporary vacancy” will mean a vacant position created by an Employee’s absence, paid or unpaid, expected to exceed three (3) months. The temporary vacancy will be posted and awarded in accordance with Articles 13.01, 13.02, and 13.03.

(b) Employees working fewer hours than the hours offered in the temporary vacancy shall be given the first opportunity to fill temporary vacancies.

(c) Upon the return of the incumbent Employee from their absence, they will have the right to return to their former position.

(d) In the event a Part-time Employee is the successful applicant for a temporary vacancy, they will retain their Part-time Employee status for the duration of the temporary vacancy.

(e) An Employee bidding for a temporary vacancy will not be considered for the temporary vacancy if they are not available for the duration of the temporary vacancy.

13.10 Temporary Assignments

(a) When an Employee is required by the Employer to work at a higher rated job group within the bargaining unit, they shall receive the next highest rate in the new job group above their regular rate for the time so transferred.

(b) When an Employee is required by the Employer to work at a lower rated job group, within the bargaining unit, they shall continue to receive the corresponding rate from the higher job group from which they were transferred.

13.11 For Temporary Vacancies of less than three (3) months, the Employer shall fill the vacancy with a qualified person within the Department in accordance with Article 15.10

13.12 Job Descriptions

The Employer will provide to each Employee, a copy of the job description for the job classification in which they are employed. It is agreed and understood that such job description 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.

13.13 New Classifications

(a) When a new classification (which is covered by the terms of this Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same within five (5) working days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) working days after

receipt of the notice from the Employer of such new occupational classification and rate.

(b) If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in the Agreement within fifteen (15) working days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

(c) When the Employer makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

(d) If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Arbitrator shall be based on the relationship establish by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

(e) The parties further agree that any change mutually agreed to or awarded as a result of Arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 The Employer may grant a request for a leave of absence without pay or benefits and without loss of seniority to a Full-time or Part-time Employee with at least ninety (90) days of employment, provided that they receive at least one (1) months' notice in writing, except in extenuating circumstances, and that such leave may be arranged without undue hardship to the normal operations of the Residence. Applicants when applying must indicate the reason for the requested leave of absence, date of departure and return. Such requests shall not be unreasonably denied. If approved, the Employee shall be advised in writing. If not approved, the Employee shall be given the reason in writing.

The Employee may elect to continue benefit coverage at their own expense during a leave of absence by paying the benefit premium in advance.

14.02 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.

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 is 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.

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.

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.

14.03 Maternity and Parental Leave

The Employee will continue with the practice of following current applicable maternity and parental legislation as it is proclaimed. The following summary is to outline current legislation.

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

(i) Maternity Leave

At least four (4) weeks advance written request indicating the anticipated start and return to work dates, a leave of absence without pay and without loss of seniority will be granted to a maximum of sixteen (16) 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 and return to work dates, 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 a leave of absence to a maximum of sixty-two (62) weeks.

Parental leave can be taken by:

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

(b) 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.

(c) 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.

14.04 Bereavement Leave

A Full-time or Part-time Employee, who has completed their probationary period will be entitled to bereavement leave as follows:

(a) Upon the death in an Employee's immediate family an Employee shall be granted leave of three (3) consecutive work days within seven (7) calendar days of the death without loss of pay.

(b) It is agreed that the immediate family shall mean the Employee's spouse, child, parent, sibling, parent-in-law, child-in-law, sibling-in-law, stepparent, grandparent, grandchild, step-child and legal guardian.

(c) The above shall have the same terminology and leave when referring to common-law and same sex partner relationships.

(d) In the event of a delayed interment, an Employee may save one of the days identified above without loss of pay to attend the interment.

(e) Additional leave of up to one (1) working day without loss of pay and benefits for the purpose of travel to and from the funeral – if the Employee is traveling four hundred and fifty (450) or more kilometres 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.

(f) Casual Employees will be entitled to Bereavement Leave without pay.

14.05 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.

14.06 Education Leave

An Employee may be granted a leave of absence to attend an educational program that aligns to a job classification with available opportunities with the Employer. A minimum of four (4) weeks' written notice is required. During the Employee's unpaid educational leave, they may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which they are on leave.

14.07 Other Unpaid Leaves of Absences

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

(i) Personal and Family Leave
(ii) Long Term Injury & Illness Leave
(iii) Domestic Violence Leave
(iv) Citizenship Ceremony Leave
(v) Death or Disappearance of Child Leave
(vi) Critical Illness of a Child Leave
(vii) Compassionate Care Leave

Should the Employee require time off in excess of *Employment Standards*, the Employer will consider same on a case-by-case basis. The Employee will require proof of the situation in the form of a note from a physician, therapist, an attending police officer, or a crisis unit supervisor and regular updates will be required to be provided from the Employee to the Employer for any extensions greater than one (1) week.

ARTICLE 15 - HOURS OF WORK

15.01 The following is intended to define the normal hours of work for Employees but shall not be interpreted as a guarantee of hours per day or per week, or days of work per week.

It is agreed and understood that the Residence is a twenty-four (24) hour per day, seven (7) days per week continuous operation and that services must be maintained.

The normal hours of work for Full-time Employees will be seven point five (7.5) hours a day, exclusive of meal periods, seventy-five (75) hours bi-weekly.

Licensed Practical Nurses

Regular daily hours of work will be seven point seven five (7.75) hours per day, exclusive of meal periods; seventy-seven point five (77.5) hours bi-weekly.

15.02 Work Schedule

(a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance.

(b) To ensure consideration, Employee requests for specific days off must be submitted to the General Manager or designate one (1) week in advance of the schedule posting. Requests received after the deadline will be considered and will not be unreasonably denied. The Employer's response to such request will be indicated within five (5) days. Where the Employer cannot accommodate the request, the Employee can exchange shifts with another qualified Employee, in accordance with the requirements of the current shift exchange form, which must be authorized by management.

15.03 Lunch or Meal Periods

Employees who work a shift of more than five (5) consecutive hours will be provided with a one half (1/2) hour unpaid meal break.

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

15.04 Relief Periods

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

15.05 Employee Shift Exchange

(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 three (3) 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.

15.06 The Employer will endeavour to arrange for permanent Full-time and Part-time Employees to have every second weekend off except for Part-time Employees who are hired specifically to work weekends. Part-time Employees may voluntarily forgo the option of having every second weekend off by providing written notice to the Employer of their desire to work additional weekends.

15.07 Regular Full-time employees will not normally be scheduled to work more than five (5) consecutive days. Days off each week shall be consecutive as far as possible governed by the efficient operation of the care centres.

15.08 The Employer agrees to schedule hours so there is a minimum of twelve (12) consecutive hours off duty between the completion of one (1) shift and commencement of the next.

For Medication Care Partners (MCP) only, notwithstanding the above, a split shift that totals eight (8) hours per day or less and begins and ends within thirteen (13) hours of itself shall be considered one (1) shift.

The Employer agrees to schedule MCP hours so there is a minimum of eleven (11) consecutive hours off duty between the completion of one (1) shift and commencement of the next.

No other classification will be scheduled as a split shift.

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

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

ARTICLE 16 - MINIMUM REPORTING ALLOWANCE

16.01 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 verbally or by notice on the bulletin board 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 17 - OVERTIME AND PREMIUMS

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

17.02 All authorized time worked in excess of seven point five (7.5) hours per day exclusive of meal periods or seventy-five (75) hours biweekly will be paid at the rate of one and one-half times (1½x) the basic rate of pay.

Licensed Practical Nurses

All authorized time worked in excess of seven point seven five (7.75) hours per day exclusive of meal periods or seventy-seven point five (77.5) hours biweekly will be paid at the rate of one and one-half times (1½x) the basic rate of pay.

(a) Overtime pay is based on actual hours worked.

(b) All overtime hours must be pre-approved by the department manager or designate.

(c) In the event Employees utilize the shift exchange process, the Employer shall not be responsible or liable for overtime rate claims and non-compliance with provisions of this agreement that might arise or accrue as a result of the exchange of shifts.

(d) Overtime shall be based on the Employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

(e) Overtime will be offered on the basis of seniority. Overtime shall first be offered to Full-time Employees.

An Employee who is absent on paid time during their scheduled work week because of paid leave, bereavement, holidays, vacation shall be considered as if they have worked during their regular scheduled hours during such absence for the calculation of eligibility for overtime rate.

17.03 Shift Premiums

Evening Shift Premiums will be paid at the rate of $0.75 per hour for all hours worked during any shift where the majority of the scheduled hours are between 1500-2300 hours.

Night Shift Premiums will be paid at the rate of $1.50 per hour for all hours worked during any shift where the majority of the scheduled hours are between 2300 – 0700 hours.

Effective the first full pay period in September 2025:

Evening Shift Premiums will be paid at the rate of $1.00 per hour for all hours worked between 1500-2300 hours.

Night Shift Premiums will be paid at the rate of $1.75 per hour for all hours worked between 2300 – 0700 hours.

Weekend Premiums will be paid at the rate of twenty-five cents ($0.25) per hour for all

hours worked between 0700 to 1500 Saturdays and Sundays.

17.04 Call Back

An Employee who is called in to work after completing their regular shift shall be paid a minimum of three (3) hours pay at their regular hourly earnings. Overtime clause will apply to all hours worked.

ARTICLE 18 - PAID HOLIDAYS

18.01 Employees in the active employ of the Employer shall receive the following holidays with pay:

New Year's Day	Alberta Heritage Day
Alberta Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

18.02 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.

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

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

(b) 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.

(c) not have refused to work on the statutory holiday when requested/scheduled to.

18.03 Employees working on a general holiday will be paid at one and one-half times (1½x) their basic hourly rate of pay for all hours worked on a general holiday.

18.04 General Holiday Pay

(a) Full-time Employees and Part-time Employees regularly scheduled sixty (60) or more hours per pay period.

(i) A Full-time Employee working on a general holiday will receive one (1) additional day off with pay (holiday-in-lieu) to be taken within four (4) weeks after the general holiday unless otherwise agreed between the Employee and the Employer. If the Employee does not request the holiday-in-lieu within the four (4) week period, the Employer shall pay out the holiday-in-lieu on the Employee's next pay.

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

(b) Part-time Employees regularly scheduled less than sixty (60) per pay period.

(i) For paid holidays as set out in Article 18.01, a Part-time Employee receives holiday pay computed as the Employee's average earnings, exclusive of overtime, in the four (4) week period immediately preceding the paid holiday. If the Employee does not request the holiday-in-lieu within the four (4) week period, the Employer shall pay out the holiday-in-lieu on the Employee's next pay.

(ii) Part-time Employees who are regularly scheduled to work three (3) or more shifts in a calendar week may receive holiday pay or may elect to receive a shift off with pay, in lieu of the holiday, within a period of four (4) weeks after the holiday, unless otherwise arranged between the Employee and the Employer.

(iii) Part-time Employees who are regularly scheduled to work two (2) or less shifts in a calendar week receive holiday pay in accordance with the averaging formula in paragraph (i) above.

18.05 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 she had not been on vacation, then the Employee will receive a holiday-in-lieu in accordance with Article 18.04(a).

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

ARTICLE 19 - VACATIONS

19.01 For the purpose of calculating eligibility, the vacation year shall be January 1- December 31 of each year. Full-time and Part-time Employees will accrue vacation pay to their vacation bank as it is earned each pay period at the rate outlined below:

Service	Accrual Rate	Vacation Time
Less than one (1) year	4.0%	Time accrued
One (1) year	4.0%	Two (2) weeks

or more Five (5) years,	6.0%	Three (3) weeks
or more Ten (10) years or more	8.0%	Four (4) weeks

19.02 Casual Employees will be paid vacation pay, on each pay as earned, at the rate of 4.0%. A year of service for vacation accumulation is equivalent to one thousand nine hundred fifty (1950) hours worked.

19.03 The Union recognizes the Employer's requirements that staff be available at all times to ensure efficient operation of the Residence. 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. The final right to determine vacation is vested in the Employer.

Staff requesting vacation time during Christmas and New Year's will be granted on the basis of rotating schedule from year to year based on the unit that the Employee is scheduled to work. Not more than one (1) Employee will be granted such request per unit.

Employees who have requested and received the Employer's approval for vacation time during Christmas and New Year's cannot revoke the request after October 31st of the current year's vacation request.

19.04 All regular Employees must indicate their choice of vacation dates by March 1st. Employees failing to meet this deadline and/or and any Employee who fails to submit a "Request for Days Off Form" will have waived their right to their choice of vacation period over other Employees, regardless of their seniority standing.

The Employer will, not later than March 31st, post a schedule of vacation for all regular Employees who have indicated their vacation preference.

Vacation requests received after March 1st will be considered on a first come, first served basis. Any requests received after this time period will be returned to the Employees within fourteen (14) days of the receipt of the request, but not before March 31st.

19.05 Each Full-time and Part-time Employee will be provided with the opportunity to have two (2) weeks of their vacation allotment prior to other Employees having the opportunity book vacation in excess of two (2) weeks.

19.06 Vacation schedules shall not be changed unless mutually agreed to by the Employee and the Employer. The periods at which Employees shall take vacation shall be based on the selection by the Employee according to seniority in each department but shall be finally determined by the General Manager having due concern for the proper operation of the Residence.

If a mutually acceptable time for an Employee's vacation cannot be found or an Employee does not submit their request for their full vacation entitlement by September 1st, any unscheduled vacation entitlement for those Employees concerned will be scheduled by the Employer.

19.07 Vacation pay shall normally be paid to all Employees on regular bi-weekly pay days via direct deposit. Employees will receive their vacation pay, in proportion to the time being taken, on the regular payroll date(s) that occur during their vacation.

19.08 All vacation with pay earned in accordance with Article 19.01 shall be paid on the final pay of an Employee whose employment has ended.

19.09 Employees shall be provided with their up to date vacation entitlement accruals on each payday statement of earnings.

19.10 On written request, Employees shall have the ability to carry forward one (1) week of vacation to be taken no later than the following vacation year. Any remaining vacation will be paid out by the Employer on the second (2nd) pay period in January.

ARTICLE 20 - HEALTH AND SAFETY

20.01 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.

20.02 The Employer and the Union will co-operate in recognizing and dealing with matters of harassment in the workplace should it arise. The Employer and the Union will maintain strict confidentiality of all situations alleging harassment.

20.03 In the case of an absence due to a compensable accident, the Employee will be paid at their regular rate of pay for all scheduled hours on the day of the accident.

20.04 If a Full-time Employee returns to work following the commencement of a WCB Alberta or equivalent claim, and the Employee's former permanent position still exists, the Employee will be returned to their former job, former shift if designated, classification and rate of pay. All Employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

ARTICLE 21 - DISCIPLINE AND PERSONNEL FILES

21.01 Notice and Representation

(a) Whenever the Employer deems it necessary to discipline an Employee, the Employee and the Union will be notified in advance of the meeting. The Union representative will be given sufficient notice in order to ensure appropriate coverage on the site floor.

(b) An Employee will have the right to Union representation in any formal investigation meeting or any disciplinary meeting, including termination.

(c) Copies of all disciplinary notices shall be forwarded to the Union within thirty-six (36) hours of being presented.

21.02 Disciplinary Record

Disciplinary records will be removed from the Employee's record after a period of eighteen (18) months' active employment provided they have not received any subsequent discipline of the same nature. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) month period noted above.

However, all disciplinary action in regard to resident abuse will remain permanently in an Employee's file and may be relied on in the administration of discipline or for the purposes of job posting, at any time in the future.

21.03 Having provided a written request to the General Manager at least one (1) week in advance, an Employee shall be entitled to a copy of their personnel file. It is understood and agreed that an Employee is not entitled to see job references.

ARTICLE 22 - PAYMENT OF WAGES

22.01 Direct Deposit

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

22.02 Recognition of Previous Experience

At the discretion of the Employer, the Employer may recognize the recent related experience of a new hire and place the newly hired Employee at an appropriate step within the Wage Grid contained in Schedule "A".

22.03 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 five (5) working days 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.

ARTICLE 23 - BENEFITS

23.01 Seventy percent (70%) Employer paid, and thirty percent (30%) Employee paid of current benefit program for all non-probationary Full-time and Part-time Employees regularly scheduled sixty (60) or more hours per pay period.

Employees requesting to opt out of the Extended Health Care plan may do so through written request to the Employer and provided that they have Extended Health Care coverage through an alternate individual or Group Plan.

23.02 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 continues 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 24 - SICK LEAVE

24.01 Sick Leave Defined

The Union and the Employer agree that sick leave is provided for the sole and only purpose of 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 this is not possible, then sick leave credits may be used for time off for such appointments.

24.02 Sick Leave Credits

After completion of the probationary period Full-time Employees and Part-time Employees regularly scheduled sixty (60) hours or more bi-weekly shall accrue sick leave credits for personal illness from the date of employment. Such credit shall be granted on the basis of one half (½) day per two hundred (200) hours of service to a maximum of five (5) days per year and shall be accumulative to a maximum of thirteen (13) days.

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

Employees who have exhausted all sick leave credits or who are not eligible to receive sick leave credits shall be entitled to an unpaid leave of absence if they are unable to perform their regular duties due to non-occupational personal illness or injury.

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 sick leave 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 sick leave credits if any exist at the time of such leave of absence or layoff commenced.

24.05 Proof of Illness

Employees who are absent from duty because of non-occupational illness or injury for two (2) or more consecutive days may be required to prove sickness by way of a doctor's note issued by a qualified medical practitioner certifying the Employee was unable to work due to personal illness. The Employer shall cover the cost of the note.

24.06 When an employee is unable to report for work for their scheduled shift, it is their responsibility to notify the Employer prior to the start of the scheduled shift with a minimum three (3) hours' notice.

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 25 - MISCELLANEOUS

25.01 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.

25.02 Notice of Resignation

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

25.03 Daylight Savings Time

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 affected.

25.04 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) 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.

25.05 Uniforms

Employees are expected to be appropriately dressed at all times and to observe good habits of grooming and personal hygiene at all times. Uniforms must be kept clean and professional in appearance.

Where a uniform is required, the Employer will supply the following to its Employees:

(a) Cooks – use of a jacket and/or apron provided by the Employer.

(b) Housekeepers, Servers, RCPs, LPNs, MCPs, LEAs, Maintenance Assistants – Full-time Employees will receive three (3) tops, one (1) time per year. Part-time Employees will receive two (2) tops, one (1) time per year.

(c) Servers – use of apron ~~and ties~~ provided by the Employer.

25.06 Retroactive Pay

Retro Pay to March 1, 2024 will be paid to all Employees on payroll as of the date of ratification.

25.07 Printing the Collective Agreement

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.

ARTICLE 26 - TERM

26.01 This Agreement shall be in effect March 1, 2024 and shall continue to and including February 28, 2026 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 and twenty (120) days prior to the expiration date, that it desires to amend or terminate this Agreement.

26.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within thirty (30) days following such notification or at a time mutually agreed upon between the Parties.

26.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be

automatically extended until consummation of the new Agreement or completion of the proceedings prescribed under the *Alberta Labour Relations Code.*

Agreed to this _**30**___ day of _**April**_____ 2025.

FOR ASPIRA BRITANNIA

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8

[redacted]

SCHEDULE "A" – WAGE GRID

		current	March 1, 2024	March 1, 2025
RCP	Start	21.19	$ 21.83	$ 22.40
	1800 Hours	21.75	$ 22.40	$ 23.00
	3600 Hours	22.24	$ 22.91	$ 23.51
LPN	Start	28.59	$ 29.45	$ 30.23
	1800 Hours	29.14	$ 30.01	$ 30.81
	3600 Hours	29.71	$ 30.60	$ 31.41
Medical Care Provider	Start	21.84	$ 22.50	$ 23.09
	1800 Hours	22.28	$ 22.95	$ 23.56
	3600 Hours	22.95	$ 23.64	$ 24.26
Maintenance Assistant	Start	21.44	$ 22.08	$ 22.67
	1800 Hours	21.87	$ 22.53	$ 23.12
	3600 Hours	22.53	$ 23.21	$ 23.82
Life Enrichment Assistant	Start	20.77	$ 21.39	$ 21.96
	1800 Hours	21.18	$ 21.82	$ 22.39
	3600 Hours	21.81	$ 22.46	$ 23.06
Server	Start	17.85	$ 18.39	$ 18.87
	1800 Hours	18.29	$ 18.84	$ 19.34
	3600 Hours	18.92	$ 19.49	$ 20.00
Cook	Start	22.30	$ 22.97	$ 23.58
	1800 Hours	22.97	$ 23.66	$ 24.29
	3600 Hours	23.53	$ 24.24	$ 24.88
Housekeeper	Start	17.85	$ 18.39	$ 18.87
	1800 Hours	18.40	$ 18.95	$ 19.45
	3600 Hours	18.87	$ 19.44	$ 19.95
Concierge	Start	17.85	$ 18.39	$ 18.87
	1800 Hours	18.40	$ 18.95	$ 19.45
	3600 Hours	18.87	$ 19.44	$ 19.95
Driver	Start	21.19	$ 21.83	$ 22.40
	1800 Hours	21.75	$ 22.40	$ 23.00
	3600 Hours	22.24	$ 22.91	$ 23.51

Any Employee whose wage is in excess of the grid will receive a 1.0% increase in each year which their wage is above grid until such time as their wage is within the grid.

Upon notification to the Union and at its discretion, the Employer may introduce a Team Lead position in any department. The successful applicant into the Team Lead position will receive a $1.00 per hour Team Lead Premium.

SCHEDULE 'B' - BENEFITS

Waiting Period	3 months of continuous employment
Dependent Child	unmarried child under age 21, or under age 25 if they are full-time students Children under age 21 are not covered if they are working more than 30 hours a week, unless they are full time students
Life	100% of annual earnings to a maximum of $400,000
Reduction	65% at age 65 50% at age 75
Paramedical	$250 each calendar year
Acupuncturist; Chiropractor; Massage Therapist; Naturopath; Osteopath; Physiotherapy; Podiatrist; Psychologist/Social Worker; Speech Therapist	Yes
Hearing Aids	$400 every 4 years
Custom-fitted Orthopedic Shoes	$100 each calendar year
Drugs	
Deductible	$10 per prescription
Coinsurance	100%
Vision Care	
Eye Examinations	$75 every 24 months
Glasses, Contact Lenses, Laser Eye Surgery	$250 every 24 months
Dental Care	
Deductible	Individual - $25 each calendar year Family - $50 each calendar year
Coinsurance	Basic – 100% Major – 50% Orthodontic – 50%
Maximum	Orthodontic - $1750 lifetime All other treatments - $2,000 each calendar year
Recall	9 months