COLLECTIVE AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 8

and

Verve Aspen Woods

March 1, 2024 – March 1, 2026

copesepb
Canadian Office &
Professional Employees
:dlw/Local #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 the 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 Verve (Aspen Woods) Inc., located at 10 Aspenshire Drive SW in Calgary, Alberta covered under Alberta Relations Code Certificate number C2234-2024, save and except coordinators, supervisors, and persons 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 to work seventy-five (75) hours or more per pay period;

(b) Regular Part-time Employee means an Employee employed in the bargaining unit who is regularly scheduled to work fifty hours (50) hours or more, but less than seventy-five (75) hours per pay period;

(c) Part-time Employee means an Employee employed in the bargaining unit who is regularly scheduled to work less than fifty (50) hours per pay period.

(d) 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.

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 Verve Aspen Woods Inc. and the direction of the working force are vested 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 rules and regulations to be observed by the Employees;

(f) Determine the number of Employees required and duties to be performed by each.

3.02 The Employer will exercise its 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 who are members of the Union on the effective date of this Collective Agreement will remain members of the Union. All Employees who are hired after the effective date of this 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 (15^{th}) 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, 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.

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 quarterly 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.

6.02 Harassment & Violence

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

Whenever the words "harassment" or "violence" is used, it shall refer to the definition of harassment or violence as set out in the Alberta *Occupational Health and Safety Act*.

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 should it be warranted. Provided any complaint is made in good faith, complaints will not be subject to any form of retribution or retaliation.

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 Employee, when required by the Employer, recognizes 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 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 ten (10) working days of becoming aware of, or reasonably should have become aware of, the occurrence leading to the question or complaint. The immediate supervisor shall reply to the Employee, giving the answer to the complaint or question within ten (10) 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 ten (10) 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 ten (10) working days following the grievance meeting.

8.05 Step 3

If the matter is not settled or the immediate supervisor failed to render a decision at Step 2, then within ten (10) working days after the decision is given, the grievance may be submitted in writing to the General Manager/Human Resources Representative. A meeting will then be held between the General Manager/Human Resources Representative and/or their designated representative(s), the Union Steward, Union Representative(s) and the grievor. The decision of the General Manager/Human Resources Representative and/or their designated representative(s) shall be given in writing to the Union within ten (10) working days following the meeting.

8.06 Timelines

(a) For the purpose of this Article, "working days" will be Monday to Friday inclusive, 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 grievances will be submitted in writing at Step 2 of the Grievance Procedure within ten (10) 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 ten (10) 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 3 of the grievance procedure, by forwarding a written statement of said grievance to the Union, providing it is presented within ten (10) 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 ten (10) 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 - ARBITRATION

9.01 Referral to Arbitration

(a) Failing settlement being reached in Step 3, either party may refer the grievance to arbitration within twenty-one (21) 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.

9.02 Each party will pay:

(a) One-half (1/2) 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.

9.03 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.

9.04 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.

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

9.06 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 10 - SENIORITY

10.01 Seniority shall be defined for Full-time, Regular Part-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 Full-time, Regular Part-time, or Part-time employment, their hours worked will be converted using one thousand nine-hundred and fifty (1950) hours worked to establish a seniority date.

When an Employee's status changes from Full-time, Regular Part-time, or Part-time employment to Casual, their seniority date shall be used to calculate seniority hours using one thousand nine-hundred and fifty (1950) hours per year of seniority.

10.02 Probationary Period

A newly hired Employee will serve a probationary period from their date of hire for four hundred and eighty hours (480) worked or three (3) 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.

10.03 Seniority Lists

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

(i) Full-time, Regular Part-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.

10.04 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

(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.

(h) as a Casual Employee, are called to pick up shifts that align with their availability and they fail to work at least one (1) shift every ninety (90) days or fail to be available for at least six (6) shifts every ninety (90) days.

10.05 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.

ARTICLE 11 - JOB SECURITY

11.01 Layoff and Recall

Layoff is defined as:

(a) the permanent reduction to the compliment of Employees; or

(b) a change in an Employee's status; or

(c) the reduction in the working hours, in an Employee's regular schedule, of more than five (5) hours per week.

11.02 In the event of a layoff, the Employer will provide the Union with at least three (3) 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.

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

11.04 Lay-Off Procedure

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

(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 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 five (5) 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.

11.05 Recall Rights

(a) A Full-time, Regular Part-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) 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 after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within seven (7) working days after being notified, except when an Employee is required to give up to two (2) weeks' notice to another Employer. 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.

(c) 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.

ARTICLE 12 - VACANCIES, TRANSFERS, JOB POSTINGS, CLASSIFICATIONS

12.01 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.

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

12.03 In filling posted positions, the qualified applicant with the highest seniority covered by this Agreement shall fill the vacancy. The Employer shall consider Full-time, Regular Part-time, and Part-time Employee applicants before Casual Employee applicants during the posting process.

12.04 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.

12.05 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.

12.06 Trial Period

An Employee awarded a position in a different job classification will serve a trial period of up to eight (8) 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.

12.07 Temporary or Permanent Transfers

(a) When an Employee is 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.

12.08 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.

12.09 Temporary Vacancies

(a) A "temporary vacancy" will mean a vacant position created by an Employee's absence expected to exceed three (3) months. The temporary vacancy will be posted and awarded in accordance with Articles 12.01, 12.02, and 12.03.

(b) Upon the return of the incumbent Employee from their absence, they will have the right to return to their former position. The Employer will endeavor to give the Employee at least two (2) weeks' notice of the end of their temporary vacancy.

(c) In the event an Employee is the successful applicant for a temporary vacancy, they will retain their Permanent status for the duration of the temporary vacancy.

(d) 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.

(e) An Employee who has been awarded a temporary vacancy for twelve (12) months or longer will be eligible to enroll in the group benefit plan. The Employee must complete probation in their current position in order the waive the three (3) months waiting period of the benefit plan. Benefits will include the accrual of vacation hours and sick leave.

(f) For Temporary Vacancies of three (3) months or less, the Employer shall fill the vacancy with a qualified person within the Department in accordance with Article 15.08

12.10 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.

12.11 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.

12.12 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 13 - LEAVES OF ABSENCE

13.01 The General Manager may grant a request for a leave of absence without pay or benefits and without loss of seniority to a Full-time, Regular Part-time, or Part-time Employee with at least one (1) year 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.

13.02 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 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.

13.03 Maternity and Parental Leave

The Employer 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.

13.04 Bereavement Leave

A Full-time, Regular Part-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 workdays 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, children-in-law, sibling-in-law, stepparent, grandparents, grandchildren, stepchildren, 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 (1) 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.

13.05 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.

ARTICLE 14 - OTHER UNPAID LEAVES OF ABSENCES

14.01 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 the time outlined in the respective leave legislation

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 [seven point seven five (7.75) hours for LPNs], exclusive of meal periods; seventy-five (75) hours bi-weekly [seventy-seven point five (77.5) hours for LPNs].

15.02 Work Schedule

(a) Work schedules covering a four (4) week period will be posted two (2) weeks in advance.

(b) To ensure consideration, Employee requests for specific days off must be submitted 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 and such meal period shall be uninterrupted except in the case of emergency. Any Employee who is required to remain available and in the Residence 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 For the Wellness Department only, the Employer will endeavour to arrange for Full-time and Part-time Employees to have every second (2nd) or third (3rd) 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 Employees who are currently working a fixed shift will be given two (2) weeks' notice of a change of rotation.

15.08 Regular Part-time and 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, and no work is available, 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

17.01 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) [seven point seven five (7.75) hours for LNPs] hours per day or seventy-five (75) [seventy-seven point five (77.5) hours for LPNs] hours biweekly will be paid at the rate of one point five times (1.5x) 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) Overtime shall be based on the Employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

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

(e) 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 $1.25 per hour for all hours worked during any shift where the majority of the scheduled hours are between 2300 – 0700 hours.

Effective Date of Ratification:

Evening Shift Premiums will be paid at the rate of $0.85 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 $1.35 per hour for all hours worked during any shift where the majority of the scheduled hours are between 2300 – 0700 hours.

Effective March 1, 2025:

Evening Shift Premiums will increase to $0.90 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 $1.40 per hour for all hours worked during any shift where the majority of the scheduled hours are between 2300 – 0700 hours.

17.04 Call Back

An Employee who is called in to work after completing their regular shift shall be paid a minimum of two (2) 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	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Alberta Heritage 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 paid holidays.

18.03 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 paid holiday;

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

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

18.04 (a) Employees working on a paid holiday will be paid at two point five times (2.5x) their basic hourly rate of pay for all hours worked on a paid holiday.

Optionally, at the request of the Employee, in lieu of statutory holiday pay, Full-time and Regular Part-time Employees working on a paid holiday will receive one point five times (1.5x) their basic hourly rate of pay plus one (1) additional day off with pay (holiday-in-lieu) to be taken prior to the Employee's next vacation and within thirty (30) days of the paid holiday unless otherwise agreed between the Employee and the Employer.

(b) If a paid holiday falls on a regular day off of a Full-time or Regular Part-time Employee who is entitled to statutory holiday pay, the Employee will receive one (1) days regular pay in lieu of the paid holiday.

Optionally, at the request of the Employee, in lieu of statutory holiday pay, the Employee will receive one (1) additional day off with pay (holiday-in-lieu) to be taken prior to the Employee's next vacation and within thirty (30) days of the paid holiday unless otherwise agreed between the Employee and the Employer.

(c) Part-time and Casual Employees

For paid holidays as set out in Article 18.01, Part-time and Casual Employees receive statutory holiday pay computed as the Employee's average earnings, exclusive of overtime, in the four (4) week period immediately preceding the paid holiday.

18.05 If a paid holiday falls within an Employee's vacation and the Employee would have been entitled to the statutory holiday pay if they had not been on vacation, then the Employee will receive a holiday-in-lieu in accordance with Article 18.04(a).

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, Regular Part-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 but, less than five (5) years	4.0%	Two (2) weeks
Five (5) years, but less than ten (10) years	6.0%	Three (3) weeks
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 following rate:

Service	Vacation Pay
Less than one (1) year	4.0%
One (1) year but, less than five (5) years	4.0%
Five (5) years, but less than ten (10) years	6.0%
Ten (10) years or more	8.0%

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. An Employee shall have the ability to use their seniority to indicate their vacation preference for only one of the vacation periods each year as indicated in 19.04. 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 per classification will be granted such request per department, unless mutually agreed by the supervisor and Employee.

19.04 Vacation Period 1: January 1 – June 30

All Employees must submit their choice of vacation dates by September 1st for vacation to be taken between January 1st and June 30th of the following calendar year. Employees failing to meet this deadline 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 September 30th, post a schedule of vacation for all regular Employees who have indicated their vacation preference.

Vacation requests received after September 1st for Vacation Period 1 will be considered on a first come, first served basis. Any requests received after this time period will be responded to in writing within fourteen (14) days of receipt of the request, but not before September 30th.

Vacation Period 2: July 1 – December 31

All Employees must submit their choice of vacation dates by March 1st for vacation to be taken between July 1st and December 31st of the same calendar year. Employees failing to meet this deadline 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 for Vacation Period 2 will be considered on a first come, first served basis. Any requests received after this time period will be responded to in writing within fourteen (14) days of receipt of the request, but not before March 31st.

19.05 Each Full-time, Regular Part-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, 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, the Employee shall have the ability to carry forward one (1) week of vacation to be taken no later than the following vacation year should the Employee be entitled to three (3) or more weeks' vacation in a given year.

ARTICLE 20 - HEALTH AND SAFETY

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

20.02 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.

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.

(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 twenty-four (24) hours of being presented.

21.02 Disciplinary Record

Disciplinary records will be removed from the Employee's record after a period of twelve (12) months of active employment, provided they have not received any subsequent discipline of the same nature.

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

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 three (3) business 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 One Hundred percent (100%) Employer paid benefit program for all non-probationary Full-time and Regular Part-time Employees.

Employees requesting to opt out of the Extended Health Care plan may do so through written request to the Employer, provided 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.

23.03 The Employer will maintain a benefits program in accordance with Schedule "B", attached to and made part of this Collective Agreement.

ARTICLE 24 - SICK/PERSONAL LEAVE

24.01 Sick/Personal Leave

Sick/Personal Leave benefits are provided by the Employer to Employees in the event of:

- an illness or injury not covered by Workers' Compensation
- appointments, where it is not possible to arrange outside of their working hours
- personal leave, to a maximum of three (3) days per year

Employees absent for reason of sick/personal days will need to notify the Employer of their absence. Where possible, Employees will endeavor to provide the Employer with two (2) days' notice of any use of personal leave.

24.02 Sick Leave Credits

After completion of the probationary period Full-time and Regular Part-time Employees shall accrue sick leave credits for personal illness from the date of employment. Such credit shall be granted on the basis of zero point five (0.5) days per one hundred and fifty (150) hours of service to a maximum of six (6) days per year and shall be accumulative to a maximum of ten (10) days.

Effective January 1, 2025, such credit shall be granted on the basis of one (1) day per two hundred (200) hours of service to a maximum of seven (7) days per year and shall be accumulative to a maximum of ten (10) 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.

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

An Employee absenting themselves on account of personal illness for three (3) days or more shall furnish a doctor's note issued by a qualified medical practitioner

certifying the Employee was unable to work due to personal illness. If the Employer requests a doctor's note, the Employee shall be covered up to $30 for any costs associated with obtaining the doctor's note. A receipt shall accompany the medical note for reimbursement.

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-six cents ($0.56) 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) The Employer will identify specific in-service training as being compulsory for Employees. The Employer will schedule any mandatory in-service training for Employees to complete during their working hours. If necessary, the Employer will provide shift coverage while the Employee is completing their training.

(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.

25.05 Uniforms

Employees are expected to be appropriately dressed 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:

Classification		Full-time	RPT, PT, Casual
Concierge	Shirt	3	2
	Jacket	2	1
	Pants	3	2
	Ties	2	1
Server	Shirt	3	2
	Pants	3	2
	Ties	2	1
LPN/RCP/Maintenance/LEA/ Cooks/Dishwashers/Housekeeping	Tops	3	2
	Pants	3	2

The Employer will provide replacement uniforms, if required.

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 March 1, 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*.

Signed on behalf of Canadian Union of Public Employees, Local 8	Signed on behalf of Verve Aspen Woods
[redacted]	
Date January 16, 2025	Date Feb 6, 2025

SCHEDULE A - WAGES

		01-Mar-24	01-Mar-25
Concierge	Start Rate	$ 18.41	$ 19.04
	1950 Hours	$ 18.78	$ 19.42
	3900 Hours	$ 19.15	$ 19.81
Night Building Attendant	Start Rate	$ 17.89	$ 18.49
	1950 Hours	$ 18.41	$ 19.04
	3900 Hours	$ 18.94	$ 19.58
Wellness Nurse (LPN)	Start Rate	$ 29.88	$ 30.90
	1950 Hours	$ 30.47	$ 31.50
	3900 Hours	$ 31.08	$ 32.13
Resident Care Partner (RCP)	Start Rate	$ 21.57	$ 22.30
	1950 Hours	$ 22.09	$ 22.85
	3900 Hours	$ 22.62	$ 23.39
Medication Care Partner (MCP)	Start Rate	$ 22.54	$ 23.30
	1950 Hours	$ 22.99	$ 23.77
	3900 Hours	$ 23.67	$ 24.48
Life Enrichment Assistant	Start Rate	$ 21.42	$ 22.15
	1950 Hours	$ 21.85	$ 22.59
	3900 Hours	$ 22.29	$ 23.05
Maintenance Assistant	Start Rate	$ 19.99	$ 20.67
	1950 Hours	$ 20.52	$ 21.21
	3900 Hours	$ 21.04	$ 21.76
Housekeeper	Start Rate	$ 18.41	$ 19.04
	1950 Hours	$ 18.98	$ 19.62
	3900 Hours	$ 19.46	$ 20.13
Cook	Start Rate	$ 22.09	$ 22.85
	1950 Hours	$ 22.62	$ 23.39
	3900 Hours	$ 23.15	$ 23.93
Server	Start Rate	$ 18.41	$ 19.04
	1950 Hours	$ 18.98	$ 19.62
	3900 Hours	$ 19.46	$ 20.13
Dishwasher	Start Rate	$ 17.36	$ 17.95
	1950 Hours	$ 17.89	$ 18.49
	3900 Hours	$ 18.41	$ 19.04

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

SCHEDULE B - BENEFITS

Benefits	Regular Part-time and Full-time Employees for the first 12 months of coverage (benefit class 116)	Full-time Employees after 12 months of coverage (benefit class 117)
Waiting Period	450 hrs	450 hrs
Dependent Child	Up to age 21 only	Up to age 21 only
Life	$25,000	2x annual salary; max. of $150,000
Reduction	50% at age 70; additional 50% at age 75	50% at age 70; additional 50% at age 75
AD&D	$25,000	2x annual salary; max. of $150,000
Reduction	50% at age 70; additional 50% at age 75	50% at age 70; additional 50% at age 75
Dependent Life Insurance	Not available	Spouse $10,000; child (under age 22) $5,000
Short-Term Disability	Not available	67% of weekly earnings; max. of $1,200 commencing 8th day for up to 17 weeks
Long-Term Disability	Not available	66.67% of monthly earnings; max. of $4,000
Waiting Period	N/A	17 weeks
Hospital Room	Semi-Private	Semi-Private
Medical Equipment/Supplies	70%	100%
Paramedical (Acupuncturist; Chiropractor; Chiropodist/Podiatrist; Massage Therapist; Naturopath; Osteopath; Physiotherapist; Speech Therapist)	$40 per visit; combined max of $500 per calendar year	$40 per visit to a max. of $500 per calendar year per practitioner; combined max. of $1000 per calendar year.
Custom made Orthotics	$400 every 24 months	$400 every 24 months
Custom made Orthopedic Shoes	$250 per calendar year	$250 per calendar year
Hearing Aids	Not available	$300 every 60 months
Fertility	Not available	$2,000 per lifetime
Smoking Cessation	$300 per lifetime	$300 per lifetime
Eye exam	Not available	100%; $75 per calendar year
Glasses/Contacts/Laser Eye	Not available	$350 every 24 months for adults; $150 every 12 months for children
Drugs		
Dispensing Fee	Capped at $5.00	Capped at $5.00
Coinsurance	70%	90%
Dental Care		
Basic Services	80%	100%
Major Services	Not available	80%
Orthodontics for children (<20 years)	Not available	50%
Annual Maximum	$800 per calendar year	$1500 combined Basic & Major per year; $2500 for orthodontic per lifetime
Recall	9 months	9 months

LETTER OF UNDERSTANDING # 1
BETWEEN
VERVE ASPEN WOODS
AND
CUPE LOCAL 8

RE: EMPLOYEE MEAL PLAN

PURPOSE:
The Employer and Union agree that Employees will be provided the opportunity to purchase meals from the Verve Aspen Woods Kitchen during their regularly scheduled shift to enjoy on their designated break times.

PROCEDURES APPLICABILITY:
Employees working at Verve Aspen Woods are eligible to participate in the Employee Meal Program within working hours.

MEAL PLAN PAYMENT
Employees can purchase meals for $6.50 per meal by visiting the Concierge Desk and paying by cash or credit/debit card. The Employee will be provided with a receipt which they will present to the Director of Culinary Services (DCS) or Cook on Duty to validate their purchase and receive their meal.

MEAL PLAN USE:
Meals will be provided to Employees outside of peak service times ensuring there are sufficient supplies for residents and at the discretion of the DCS or Cook on Duty. The DSC or Cook on Duty will validate the receipt in exchange for the Employee meal. A meal will consist of a regular portion of soup and salad, entrée or sandwich, dessert, and beverage. Employee meals are to be enjoyed on their scheduled shift during designated break times. Employee meals and drinks are not available for takeout. Purchasing leftovers in bulk to take home is also prohibited.

NOTE: Pricing of meals are subject to change at the discretion of Verve Aspen Woods