

COLLECTIVE AGREEMENT

BETWEEN

**SBRAREIT ASSISTED LIVING 1, ULC
OPERATING AS**



AND



October 23, 2017 - February 29, 2020



TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	1
ARTICLE 2 - SCOPE AND RECOGNITION	1
ARTICLE 3 - MANAGEMENT RIGHTS	2
ARTICLE 4 - UNION RECOGNITION, MEMBERSHIP AND DUES DEDUCTION	2
ARTICLE 5 - NO STRIKES OR LOCK-OUTS	3
ARTICLE 6 - NO DISCRIMINATION	3
ARTICLE 7 - UNION REPRESENTATION AND LABOUR RELATIONS.....	4
ARTICLE 8 - GRIEVANCE PROCEDURE	5
ARTICLE 9 - ARBITRATION	7
ARTICLE 10 - SENIORITY	8
ARTICLE 11 - JOB SECURITY	10
ARTICLE 12 - VACANCIES, TRANSFER, JOB POSTINGS, CLASSIFICATIONS	11
ARTICLE 13 - LEAVES OF ABSENCE	14
ARTICLE 14 - HOURS OF WORK	17
ARTICLE 15 - OVERTIME AND PREMIUMS.....	18
ARTICLE 16 - PAID HOLIDAYS.....	19
ARTICLE 17 - VACATIONS.....	20
ARTICLE 18 - HEALTH AND SAFETY	22
ARTICLE 19 - DISCIPLINE AND PERSONNEL FILES	22
ARTICLE 20 - PAYMENT OF WAGES.....	23
ARTICLE 21 - BENEFITS.....	23
ARTICLE 22 - SICK LEAVE	24
ARTICLE 23 - MISCELLANEOUS	25
ARTICLE 24 - TERM	26
SCHEDULE "A"	28
LETTER OF UNDERSTANDING #1	29

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 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 Whenever the singular or feminine is used in the Collective Agreement, it will be considered to include the plural or the masculine as the case may be.
- 2.03 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 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.
- 2.04 "Licensed Practical Nurse" (LPN) will mean an Employee who is registered as a Licensed Practical Nurse pursuant to the *Health Professions Act* of Alberta.

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

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges and recognizes that the management of SbraReit Assisted Living I, ULC 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 rules and regulations to be observed by the Employees;
- (f) Determine the number of Employees required and duties to be performed by each.

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

4.04 Deductions

- (a) Employees starting employment on or before the fifteenth (15th) of any month will have Union dues deducted for that month. Employees starting employment after the fifteenth (15th) of any month will have Union dues deducted starting in the following month.
- (b) The Employer agrees to deduct from every Employee Union dues, initiation fees and other assessments levied by the Union. The Union will advise the Employer in writing of the amount of the Union dues, initiation fees or other assessments at least thirty (30) calendar days in advance of the effective date the deductions are to commence.

4.05 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.

- 4.06 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.

4.07 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.

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

- 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 sexual orientation, membership or non-membership or activity in the Union or in respect of any of the listed grounds in the aforementioned Act. For the purposes of this Article, the parties agree that the defenses of the aforementioned Act will be applicable.

ARTICLE 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 his or her regular duties during working hours without informing his or her 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 his or her 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 her work area will be without loss of pay and benefits as long as the Employee remains in the Residence.

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 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, she 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 Secretary of CUPE Local 8 and Site Vice-President with a copy to the designated Union Representative from CUPE.

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 Complaint Step/Early Resolution

An Employee having a question or complaint shall refer it to her immediate supervisor within five (5) working days of the actual occurrence leading to the question or complaint. The immediate supervisor shall reply to the Employee, giving the answer to the complaint or question within five (5) working days from date of submission.

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

8.04 Step 1

If the matter is not settled, then within five (5) working days after the decision is given by the immediate supervisor, the Union representative may submit the grievance in writing to the immediate supervisor. A meeting will then be held between the immediate supervisor, the Union Steward and the grievor. The decision of the immediate supervisor shall be given in writing within five (5) working days following the submission of the grievance.

8.05 Step 2

If the matter is not settled or the immediate supervisor failed to render a decision at Step 1, then within five (5) 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 her designated representative(s), the Union Steward, Union Representative(s) and the grievor. The decision of the General Manager and/or her designated representative(s) shall be given in writing to the Union within five (5) working days following the meeting.

8.06 Definition of Working Day

- (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 with any time limit in the grievance procedure, the grievance will automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limit.

8.07 Discharge and Suspension Grievances

A discharge and suspension grievance will be submitted in writing at Step 2 of the Grievance Procedure within five (5) working days of the discharge or suspension. The General Manager will convene a grievance meeting within five (5) working days of receipt of the grievance and will render a decision in writing within five (5) working days after that meeting.

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 five (5) 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 her 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 Any of the time allowances above may be extended by mutual agreement of the parties.

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 fourteen (14) working days of receipt of the Employer's response at Step 3 of the grievance procedure by giving notice to the other party in writing. Upon referral to arbitration, the parties will appoint a mutually agreeable Arbitrator within fourteen (14) working days. In the event of failure to agree upon an Arbitrator, The Minister of Labour for the Province of Alberta will be requested to appoint the Arbitrator.
- (b) Either party may propose in writing to the other party the use of a three (3) person Board of Arbitration. The use of a three 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, the Minister of Labour for the Province of Alberta will be requested to appoint a third person.

9.02 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.

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 her 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 Employees as the length of the Employee's continuous employment with the Employer. Seniority is defined for Part-time and 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 Part-time or Casual to Full-time employment, their hours worked will be converted using 1900 hours worked to establish a seniority date.

When an Employee's status changes from Full-time employment to Part-time or Casual, their seniority date shall be used to calculate seniority hours using 1900 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 fifty hours (450) worked. 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 The discharge of an Employee on probation will be at the sole discretion of the Employer. However, the Employee on probation may grieve her discharge up to Step 2 of the Grievance Procedure set out in Article 8.

10.04 Seniority Lists

- (a) The Employer shall keep separate seniority lists for:
 - (i) Full-time Employees,
 - (ii) Part-time Employees
 - (iii) 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 her 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.

10.05 Loss of Seniority

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

- (a) resigns or retires;
- (b) is discharged and is not re-instated;
- (c) is absent from work for three (3) or more consecutive shifts without notifying the Employer, unless a reason satisfactory to the Employer is provided;
- (d) is 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) is absent from work for more than twelve (12) months by reason of lay-off; or in the case of student or Casual Employees is laid off; or
- (f) utilizes a leave of absence for purposes other than those for which the leave was granted or while on a Leave of Absence, is engaged in gainful employment without the permission of the Employer and Union.

ARTICLE 11 - JOB SECURITY

11.01 Lay-Off 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.

11.02 In the event of a layoff, the Employer will provide the Union with at least two (2) weeks' notice. This notice 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 or Part-time Employee shall have the opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has 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 her intention to return to work within three (3) 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. 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 her proper address being on record with the Employer.

ARTICLE 12 - VACANCIES, TRANSFER, 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 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.

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

12.07 Permanent Transfers

- (a) When an Employee is permanently transferred to a higher rated job group within the bargaining unit, she shall receive the next highest rate in the new job group above her regular rate.
- (b) If an Employee is transferred to a lower rated job group due to a reduction in staff, inability to perform her 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 she was 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 her previous position in the bargaining unit during her 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, she will be credited with her 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 her in scope position within a period of three hundred and sixty-five (365) days. When an Employee returns to the bargaining unit she will be credited with her seniority accumulated up to the date of leaving the department. If the assignment is to cover a Pregnancy and/or Parental Leave this period will be extended up to an additional two (2) months.

12.09 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 12.01, 12.02, and 12.03.

- (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 her absence, she will have the right to return to her former position.
- (d) In the event a Part-time Employee is the successful applicant for a temporary vacancy, she will retain her 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 she is not available for the duration of the temporary vacancy.

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, she shall receive the next highest rate in the new job group above her 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, she shall continue to receive the corresponding rate from the higher job group from which she was transferred.

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

12.12 Job Descriptions

The Employer will provide to each Employee, a copy of the job description for the job classification in which she is 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.

12.13 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 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 or Part-time Employee with at least one (1) year of employment, provided that she receives 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. If approved, the Employee shall be advised 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. Such Union leave will not exceed eight (8) working days at any one time and at no time will the Union leave be granted to more than two (2) Employees.

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

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

- (b) In the event that a regular Employee 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.
- (c) During such leave, the Employee will continue to accrue seniority, earn vacation and receive salary increments. An Employee granted such leave will continue to be paid by the Employer and the Union will reimburse the Employer for the Employee's wages and benefits.
- (d) An Employee returning to work from such leave will provide at least one (1) month written notice to the Employer. The Employee will be reinstated to her/his previous position or to a similar position consistent with her/his 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

- (a) Employees who have completed twelve (12) months 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 fifty-two (52) 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

- To qualify, the Employee will be either the father or the adoptive parent of a child. Upon 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 thirty-seven (37) weeks.

- (b) On return from maternity or parental leave, the Employee will be placed in her 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 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, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren, step-children 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, she may request a general leave of absence.

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 her regular earnings, based on her regularly scheduled hours, and the payment she receives 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 her selection for jury duty or subpoena as a court witness.

ARTICLE 14 - HOURS OF WORK

14.01 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.

14.02 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 may or may not be considered. 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.

14.03 Lunch or Meal Periods

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

14.04 Relief Periods

Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

Shift Length	Breaks
4 or more hours	1 – 15 minute break
7.5 or more hours (exclusive of lunch)	2 – 15 minute breaks

14.05 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 five (5) working days prior to the proposed exchange.

- (b) Such shift exchange will be recorded on the shift schedule and will be considered the Employee's regularly scheduled shift.
- (c) The Employer will not be responsible or liable for overtime rate claims and non-compliance with the terms of this Collective Agreement that might arise or accrue as a result of such exchange between Employees.

14.06 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.

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

14.08 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 15 - OVERTIME AND PREMIUMS

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

15.02 All authorized time worked in excess of eight (8) hours per day inclusive of unpaid lunch or eighty (80) per pay period 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 her 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.

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

15.03 Shift Premiums

A shift differential of one-dollar (\$1.00) will be paid to Employees for each hour worked between twenty-three hundred (2300) hours and the following seven hundred (0700) hours.

15.04 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 16 - PAID HOLIDAYS

16.01 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

16.02 An Employee is not entitled to general holiday pay if she:

- (a) has worked for Maison for less than thirty (30) days during the previous twelve (12) months;
- (b) does not work on a general holiday when scheduled to do so, unless the absence is due to illness;
- (c) is absent on a general holiday and in receipt of bereavement pay, sick pay, W.C.B. benefits or jury duty pay;
- (d) is absent from work without the consent of the General Manager on her scheduled shift immediately preceding and/or immediately following a general holiday, unless due to illness; or
- (e) is on leave of absence in excess of two (2) weeks will not be eligible to receive general holiday pay.

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

16.04 General Holiday Pay

(a) Full-time Employees

- (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 nine (9) weeks before or after the general holiday unless otherwise agreed between the Employee and the Employer.
- (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 nine (9) weeks before or after the general holiday unless otherwise agreed between the Employee and the Employer.

(b) Part-time Employees

- (i) For paid holidays as set out in Article 16.01, a Part-time Employee receives holiday pay computed as the Employee's average earnings, exclusive of overtime, in the nine (9) week period immediately preceding the paid holiday.
- (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 nine (9) 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.

16.05 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 16.04(a).

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

ARTICLE 17 - VACATIONS

17.01 For the purpose of calculating eligibility, the vacation year shall be January 1 of each year. Full-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 year	4.0%	Time accrued
One year but, less than five years	4.0%	Two (2) weeks
Five years, but less than ten years	6.0%	Three (3) weeks
Ten years or more	10.0%	Four (4) weeks

17.02 Part-time Employees will be paid vacation pay, on each pay as earned, at the rate outlined below:

Service	Accrual Rate
Less than one year	4.0%
One year but, less than five years	4.0%
Five years, but less than ten years	6.0%
Ten years or more	10.0%

17.03 Casual Employees will be paid vacation pay, on each pay as earned, at the rate of 4.0%.

17.04 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.

17.05 All regular Employees must indicate their choice of vacation dates by March 1st. Employees failing to meet this deadline and/or 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.

17.06 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.

17.07 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.

- 17.08 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.
- 17.09 All vacation with pay earned in accordance with Article 17.01 shall be paid on the final pay of an Employee whose employment has ended.
- 17.10 Employees shall be provided with their up to date vacation entitlement accruals on each payday statement of earnings.
- 17.11 Vacations are not cumulative from year to year and all vacations must be taken by December 31 of the vacation year unless an Employee and the Employer mutually agree to roll over a maximum of five (5) days to the next year. Rolled over vacation days must be taken within ninety (90) days of the end of the year in which they were earned.

ARTICLE 18 - HEALTH AND SAFETY

- 18.01 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.
- 18.02 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.
- 18.03 In the case of an absence due to a compensable accident, the Employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.
- 18.04 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 her 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 19 - DISCIPLINE AND PERSONNEL FILES

19.01 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 at meetings with the Employer of a disciplinary nature including termination.

19.02 Disciplinary Record

Disciplinary records will be removed from the Employee's record after a period of twenty-four (24) months' active employment provided she has not received any subsequent discipline of the same nature.

However, all disciplinary action in regards 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.

- 19.03 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 her personnel file. It is understood and agreed that an Employee is not entitled to see job references.

ARTICLE 20 - PAYMENT OF WAGES

20.01 Direct Deposit

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

20.02 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".

20.03 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 two (2) weeks 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 21 - BENEFITS

- 21.01 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.

21.02 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 her benefit plan participation beyond that first month of leave of absence, she will notify the Employer in writing of her decision to continue and will remit payment of the full monthly benefit plan premiums for all benefit plans she 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 responsible 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 22 - SICK LEAVE

22.01 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 her 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.

22.02 Sick Leave Credits

After completion of the probationary period Full-time Employees and Part-time Employees regularly scheduled to sixty (60) hours bi-weekly shall be granted to accrue sick leave credits for personal illness from the date of employment. Such credit shall be granted on the basis of one half (1/2) day per two hundred (200) hours of service to a maximum of four (4) days per year and shall be accumulative to a maximum of ten (10) days.

22.03 Once sick leave credits are earned they may be used when an Employee cannot perform her 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 her current basic hourly rate of pay to the extent she has accumulated sick leave credits. Sick leave credits paid will be deducted from the Employee's accumulated sick leave credits.

22.04 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 her return to work with the Employer at the conclusion of the leave of absence or upon recall from layoff, she will retain her accumulated sick leave credits if any exist at the time of such leave of absence or layoff commenced.

22.05 Proof of Illness

The Employer requires 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.

ARTICLE 23 - MISCELLANEOUS

23.01 Transportation Allowance

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

23.02 Notice of Resignation

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

23.03 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.

23.04 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 her 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 her regular basic hourly rate of pay for the time so spent in such in-service training.

23.05 Uniforms

Employees are expected to be appropriately dressed at all times and to observe good habits of grooming and personal hygiene at all times.

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 – Full-time Employees will receive two (2) tops, two (2) times per year. Part-time Employees will receive one (1) top, two times per year.
- (c) Servers – use of apron and ties provided by the Employer.
- (d) Uniforms must be kept clean and professional in appearance.

23.06 Retroactive Pay

Retro Pay to March 1, 2017 will be paid to all Employees on payroll as of the date of ratification.

23.07 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 24 - TERM

24.01 This Agreement shall continue in effect from the date of ratification until February 29, 2020 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.

24.02 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.

Agreed to this 15 day of JANUARY, 2018

FOR SBRRAREIT ASSISTED LIVING 1, ULC



FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8



SCHEDULE "A"

March 1, 2017			
	Start	1800 hours	3600 hours
RCP	19.00	19.50	19.75
LPN	25.63	26.13	26.38
Server	16.00	16.40	16.80
Cook	20.00	20.60	20.90
Housekeeper	16.00	16.50	16.75
Concierge	16.00	16.50	16.75
Driver	19.00	19.50	19.75

March 1, 2018			
	Start	1800 hours	3600 hours
RCP	19.38	19.89	20.15
LPN	26.14	26.65	26.91
Server	16.32	16.73	17.14
Cook	20.40	21.01	21.32
Housekeeper	16.32	16.83	17.09
Concierge	16.32	16.83	17.09
Driver	19.38	19.89	20.15

March 1, 2019			
	Start	1800 hours	3600 hours
RCP	19.77	20.29	20.55
LPN	26.67	27.19	27.45
Server	16.65	17.06	17.48
Cook	20.81	21.43	21.74
Housekeeper	16.65	17.17	17.43
Concierge	16.65	17.17	17.43
Driver	19.77	20.29	20.55

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.

LETTER OF UNDERSTANDING #1

BETWEEN

**SBRAREIT ASSISTED LIVING 1, ULC
OPERATING AS MAISON SENIOR LIVING**

- AND -

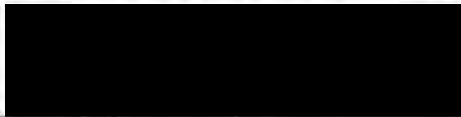
**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 8**

**RE: Payment In-Lieu Of Benefits For Part-time Employee Not Regularly Scheduled
Sixty (60) Or More Hours Per Pay Period**

The Employer will pay an In-Lieu payment for benefits for all Part-time Employees not entitled to the benefits outlined in Article 21; i.e. the Part-time Employee is not regularly scheduled sixty (60) or more hours per pay period.

Signed this 15 day of JAN, 2018

FOR SBRAREIT ASSISTED LIVING 1, ULC



**FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 8**

