COLLECTIVE AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 8

and

McKenzie Towne Retirement Residence ANC

Expires - December 31, 2025

copesepb
Canadian Office &
Professional Employees
DW/dlw//mk/Local #491

Table of Contents

ARTICLE 1 - PREAMBLE....1
ARTICLE 2 - PURPOSE....1
ARTICLE 3 - TERM OF AGREEMENT....1
ARTICLE 4 - NO STRIKES OR LOCKOUTS....1
ARTICLE 5 - SCOPE AND RECOGNITION....1
ARTICLE 6 - DEFINITIONS....2
ARTICLE 7 - UNION SECURITY....3
ARTICLE 8 - MANAGEMENT RIGHTS....3
ARTICLE 9 - NO DISCRIMINATION OR HARASSMENT....4
ARTICLE 10 - UNION REPRESENTATION....5
ARTICLE 11 - GRIEVANCE PROCEDURE....5
ARTICLE 12 - ARBITRATION....8
ARTICLE 13 - SENIORITY....9
ARTICLE 14 - PROBATIONARY EMPLOYEES....10
ARTICLE 15 - JOB POSTING, PROMOTIONS, TRANSFERS, VACANCIES....10
ARTICLE 16 - BULLETIN BOARDS....11
ARTICLE 17 - GENERAL LEAVE OF ABSENCE....11
ARTICLE 18 - MATERNITY AND PARENTAL LEAVE....13
ARTICLE 19 - UNION LEAVE....13
ARTICLE 20 - BEREAVEMENT LEAVE....14
ARTICLE 21 - JURY AND WITNESS DUTY....14
ARTICLE 22 - HOURS OF WORK....14
ARTICLE 23 - LUNCH OR MEAL PERIODS....16
ARTICLE 24 - PREMIUMS....16
ARTICLE 25 - OVERTIME....16
ARTICLE 26 - WAGES....17
ARTICLE 27 - MINIMUM REPORTING ALLOWANCE....17
ARTICLE 28 - PAY DAYS....18
ARTICLE 29 - NAMED HOLIDAYS....18
ARTICLE 30 - VACATION....19
ARTICLE 31 - SICK LEAVE....20
ARTICLE 32 - HEALTH CARE AND INSURANCE PROVISIONS....22
ARTICLE 33 - LAYOFF AND REHIRE....23
ARTICLE 34 - DISCIPLINE AND DISMISSAL....25
ARTICLE 35 - RESIGNATIONS....26
ARTICLE 36 - JOB DESCRIPTIONS....26
ARTICLE 37 - HEALTH AND SAFETY....26
ARTICLE 38 - UNION MANAGEMENT COMMITTEE....27
ARTICLE 39 - GENERAL....27
ARTICLE 40 - UNIFORMS....27
ARTICLE 41 - REGISTERED RETIREMENT SAVINGS PLAN....27
Wage Schedule “A”....29
Letter of Understanding....30

ARTICLE 1 - PREAMBLE

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

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.

1.03 The parties acknowledge and respect that we live and work on the land referred to as Treaty 7 which is the traditional meeting grounds and home to many diverse Indigenous Nations.

ARTICLE 2 - PURPOSE

2.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide mechanisms for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 3 - TERM OF AGREEMENT

3.01 Duration

This Agreement shall remain in effect and binding from January 1, 2024**,** to and including December 31, 2025, and shall continue from year to year thereafter unless either party gives to the other party notice in writing not less than sixty (60) days and not more than one hundred and twenty (120) days before the Agreement is specified to terminate that is desires its termination or amendment.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words “strike” and “lockout” shall be as defined in The Alberta Labour Relations Code.

ARTICLE 5 - SCOPE AND RECOGNITION

5.01 The word Employee/Employees as used in this agreement shall mean Employees referred to in this agreement, HCA, LPN, and Graduate Nurse within the bargaining unit for whom the Union is recognized pursuant to Certificate #132-2013 issued in accordance with the Alberta Labour Relations Board. The Employer undertakes that it

will not enter into any agreement or contract with those Employees either individually or collectively which may be in conflict with the terms of this Collective Agreement.

5.02 Representative of Canadian Union of Public Employees

The Union or any member thereof shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer, when dealing with matters of employee discipline, when dealing with investigations that may lead to discipline, or when handling concerns that could result in grievances.

ARTICLE 6 - DEFINITIONS

6.01 A full-time Employee is one who is normally scheduled to work seventy-five (75) hours biweekly (exclusive of overtime) in a two-week pay period as defined in Article 22, Hours of Work, and one who has served the required probationary period.

6.02 Benefit Eligible Part Time Employees
A Benefit Eligible Part-time Employee is one who has served the required probationary period and who is regularly scheduled to work forty-five (45) hours or greater, but less than seventy-five (75) hours bi-weekly. These Employees are entitled to vacation, statutory holidays, and sick leave benefits on a prorated basis.

6.03 Non-Benefit Eligible Part Time Employees
A Non-Benefit Eligible Part-time Employee is one who is regularly scheduled to work less than forty-five (45) hours bi-weekly and therefore would be excluded from receiving benefits.

6.04 Temporary Employee is one who is hired for a period of three (3) months or less for a specific job. When a temporary Employee is hired, the Employer shall advise the Union in writing of the temporary Employee's name, classification, department, and nature of the temporary assignment. The term of employment of such temporary Employee may be extended only by mutual agreement in writing, between the Employer and the Union. A temporary Employee may work either full-time or part-time hours.

6.05 The words biweekly period shall mean the two (2) calendar weeks constituting a pay period.

6.06 A casual employee means an employee who is called to work on a call-in basis, but who does not work a regular schedule. Such employee has the option of refusing work when it is made available, however, it is understood that a casual employee is expected to work a minimum of three (3) shifts per sixty (60) days when offered and cannot unreasonably or consistently refuse to work shifts.

ARTICLE 7 - UNION SECURITY

7.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint, or coercion exercised or practiced upon any Employee because of membership in the Union.

7.02 All Employees who are members of the Union on the effective date of this Collective Agreement shall become, as a condition of employment members of the Union.

7.03 Deductions shall be made from each bi-weekly payroll and shall be forwarded to the secretary treasurer of the Local Union not later that the fifteenth (15^{th}) day of the month following the month in which the deductions are made and accompanied by a list of the names of the Employees from whose wages the deductions have been made and in what amount. The list will also include the Employee's name, address, phone numbers, personal email address (if known to the Employer), classification, and status. The Union will advise the Employer by letter of the amount of the dues, initiation fees or other assessments one (1) month in advance of the end of the pay period in which the deductions are to be made.

7.04 Upon ratification the Union will save the Employer harmless from any claims that may arise either from any deduction from wages in respect of check-off of Union monthly assessments or any action taken at the request of the Union.

7.05 The Employer will note the individual Union dues deducted and enter the amount on T4 slips issued to Employees for tax purposes.

7.06 A representative of the Union shall have the right to make a presentation of up to fifteen (15) minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities, and benefits under the Collective Agreement. Attendance at the presentation shall not be compulsory. The Union Representative's time to do the presentation shall only be paid by the Employer if the presentation occurs during the Employee's scheduled hours of work. No overtime or travel time shall be paid by the Employer.

ARTICLE 8 - MANAGEMENT RIGHTS

8.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer. Without limiting the generality of the foregoing, it is the exclusive function of the Employer:

(a) To determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents and have the operational right to ensure resident care is the main priority in every circumstance;

(b) To maintain order and efficiency and to establish and enforce reasonable rules and regulations, provided that they shall not be inconsistent with the provisions of this Agreement;

(c) To hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed their probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;

(d) To have the right to plan and direct the work of the employees and the operation of the Residence. This includes the right to introduce new and improved methods, facilities, equipment, and to determine the amount of supervision necessary, the planning or splitting up of departments, work schedules, and the increase or reduction of personnel in a particular area or overall;

(e) The Employer agrees prior to the introduction of any new policy or procedure related to terms and conditions of employment the Union will be advised by providing a copy of such policy to the Union.

ARTICLE 9 - NO DISCRIMINATION OR HARASSMENT

9.01 The Union, Employer and Employees agree that the Residence should be free from harassment. All parties agree to cooperate in preventing and investigating any complaints of harassment in the Residence.

9.02 The parties agree that there will be no discrimination, restriction or coercion exercised or practiced by either Party by reason of:

a) race;
b) colour;
c) ancestry;
d) place of origin;
e) religious beliefs;
f) gender;
g) age;
h) physical disability;
i) mental ability;
j) marital status;
k) family status;
l) sexual orientation;
m) source of income;
n) membership or non-membership or participation or non-participation in lawful activities on behalf of the Union;
o) political affiliation
p) gender identity; or
q) gender expression

Article 9.02 does not apply with respect to a refusal, limitation, specification, or preference based on bona-fide occupational requirements.

ARTICLE 10 - UNION REPRESENTATION

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

10.02 The Union acknowledges that Stewards must continue to perform their regular duties and not leave their work area without permission of the Employer.

10.03 The Union bargaining committee may consist of three (3) members of the Residence. The Union will advise the Employer with the names of the officers and members of the Union bargaining committee. The list will be revised as changes occur.

10.04 Representative of Canadian Union of Public Employees
The Union shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall request access to the Employer's premises in order to investigate and assist in any labour relations matter. Employer approval of such request will not be unreasonably denied. The Site Vice-President of the Local will be recognized in the same manner as a CUPE Representative. The CUPE Representative will give reasonable notice to the Executive Director or designate prior to attending the Residence.

10.05 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. Not more than two (2) stewards up to and including the President of the Union shall be selected by the Union to represent the Union for the purpose of handling of grievances or bargaining on any matter properly arising from time during the continuance of this agreement.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Time Limits
For the purpose of this Article, periods of time referred to in days will be consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays.

11.02 Recognition of Union Stewards and Grievance Committee
In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights of the Union and the Shop Stewards. The Shop Steward will assist any Employee, whom the Union represents, in preparing the Employee's grievance in accordance with the grievance procedure.

11.03 Grievance Definitions
A grievance will be defined as any difference arising out of interpretation, application, administration, or alleged violation of this Collective Agreement. A grievance will be categorized as follows:

(a) An individual grievance is a dispute affecting one (1) Employee. Such grievances will be initiated at Step 1 of the grievance procedure as outline in Article 11.06 (a)

except in cases of suspension or dismissal which will commence at Step 2. The form will be signed by the Union; or

(b) A group grievance is a dispute affecting two (2) or more Employees. Such grievances will be initiated at Step 2 and processed from there in the same manner as an individual grievance as outlined in Article 11.06 (b). A group grievance will list all Employees affected by the grievance and the results of such grievance will apply, proportionately if applicable, to all Employees listed on the original grievance; or

(c) A policy grievance is a dispute between the parties, which, due to its nature is not properly the subject of an individual or a group grievance. Such grievance will be initiated, in writing, within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it will commence at Step 2. If the policy grievance is an Employer grievance, it will be directed to the President of the Local, or designate, and the Local President, or designate, will hold a meeting within ten (10) days of receipt of the grievance. The Local President, or designate, will render a written decision within ten (10) days of the date of the meeting. Upon receipt of response or failure to reply, the Employer may advance the grievance to Arbitration.

11.04 Authorized Representatives

(a) An Employee may be assisted and represented by the National Representative, the Shop Steward or the Local Union President when representing a grievance. Only one (1) Site Union representative may assist the Employee at any time.

(b) The Employer agrees that the Shop Steward will not be hindered, coerced, or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no representative will leave the Employee's work without obtaining consent from the Employee's supervisor, which will not be unreasonably withheld. The Shop Steward will not suffer any loss of pay for time spent in the performance of duties involving a grievance, provided that the Shop Steward does not leave the Employer's premises.

11.05 Mandatory Conditions

(a) It is agreed that the presentation and processing of any grievance must be within the applicable time limits set out. Time limits may be extended by mutual agreement between the parties.

(b) During any and all grievance proceedings, the Employee will continue to perform the Employee's duties, except in cases of suspension or dismissal.

(c) A suspension or dismissal grievance will commence at Step 2.

11.06 Steps of the Grievance Procedure

(a) Step 1

An Employee, with or without a Shop Steward (at the Employee's option), will attempt to resolve a grievance through discussion with their immediate supervisor or designate within ten (10) days of when the Employee became aware of, or reasonably should have become aware of the occurrence which led to the grievance. Both parties will make every effort to settle the dispute at this stage. If the grievance is not settled at this stage, it may be advanced to Step 2 within ten (10) days.

(b) Step 2

(i) If the matter is not resolved at Step 1, the Union, on behalf of the Employee, will submit the grievance in writing to the Executive Director or designated representative, clearly outlining the full particulars of the alleged violation, including the article(s) involved, the nature of the grievance and the redress sought. The written grievance must be submitted within ten (10) days of the Step 1 discussion with the supervisor.

(ii) For a group grievance, the grievance must be submitted in writing within ten (10) days of the date any of the aggrieved parties became aware of the event or reasonably should have become aware of the event leading to the grievance. The grievance should clearly outline the full particulars of the alleged violation, including the article(s) involved, the nature of the grievance and the redress sought.

The Executive Director or designated representative will hold a meeting within ten (10) days of receipt of the grievance. The Executive Director or designated representative will render a written decision within ten (10) days of the date of the meeting.

If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) Step 3

Within ten (10) days of the reply from the Executive Director or designated representative, the Union, on behalf of the Employee, will submit the grievance in writing to the Director, Regional Operations, or the designated representative. The Director, Regional Operations or designated representative will hold a meeting within ten (10) days of receipt of the grievance. The Employee will be entitled to have a representative of the Union present during the meeting. The Director, Regional Operations or designated representative will render a written decision within ten (10) days of the date of the meeting.

If the grievance is not settled at this stage the Union may decide to proceed to Arbitration.

ARTICLE 12 - ARBITRATION

12.01 The parties to this Agreement acknowledge that any difference which has been properly carried through all steps of the grievance procedure outlined and which has not been settled, will, at the written request of either of the parties, be referred to an Arbitration Board within thirty (30) working days of receipt of the reply of the final step. The parties, in writing, may mutually agree to the appointment of a sole Arbitrator. If they cannot agree on the appointment of the sole Arbitrator in fourteen (14) calendar days, the selection of the sole Arbitrator shall be referred to the Director of Mediation Services for the Province of Alberta. Upon appointment, the sole Arbitrator shall be governed by the provisions of this Agreement dealing with an Arbitration board.

12.02 The party referring the difference to arbitration shall notify the other party of its desire to proceed to arbitration and in the notice, the party requesting arbitration shall include the name of its Nominee to the Arbitration Board.

Within seven (7) days of receiving this notice, the party receiving the notice shall name its nominee to the Arbitration Board and notify the other party.

12.03 Within seven (7) days of the appointment of the second nominee, the two (2) nominees shall select a Chairperson of the Arbitration Board. If such an agreement cannot be reached in that time, the nominees will request the Director of Mediation Services for the Province of Alberta to appoint a Chairperson. The decision of the majority of the Board is the decision of the Board. Its decision is final and binding on the parties and the persons covered by this Agreement.

12.04 The Board's decision shall not alter, amend, add to, or change the terms of this Agreement. It has no jurisdiction to determine any matter other than the difference arising out of the dispute. If the Arbitration Board determines that an Employee has been discharged or otherwise disciplined for cause, the Arbitration Board may substitute some other penalty for the discharge or discipline that the Board deems to be just and reasonable in all the circumstances.

12.05 The parties will pay their own expenses including those of their witnesses and the expenses of their respective nominee. The parties to this Agreement shall share the expenses of the Chairperson equally.

12.06 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days. Any application to the Chairperson must be made within sixty (60) days of the date of the decision of the Arbitration Board.

ARTICLE 13 - SENIORITY

13.01 Seniority Accrual

Employees will accumulate seniority on the basis of regular hours worked. Seniority will be acquired when an Employee has completed their probationary period and be retroactive to the last date of hiring.

Casual Employees will not accrue seniority; however, a record will be kept of the hours worked by a Casual Employee. In the event the Employee is accepted for full-time or part-time employment, they will be credited with seniority equivalent to all hours worked as a Casual Employee.

A separate call-in list for Casual Employees will be used for the purpose of filling available shifts.

Employees will accumulate seniority (based on their normal work schedule) during:

(a) Periods of sick leave paid by the Employer
(b) Leaves of absence with pay
(c) Bereavement leave
(d) Employer paid Jury/Witness duty
(e) Paid vacations
(f) When in receipt of Worker's Compensation as a result of an injury or illness incurred while in the employ of the Employer
(g) While on approved Union leave of absence
(h) While on maternity/parental leave

13.02 The Employer will provide a seniority list by Employee number only for the purpose of posting on the Union bulletin board in December and June of each year.

13.03 Upon five (5) business days written notice (excluding Saturdays, Sundays and named holidays) to the Employer, an Employee will be provided with their current seniority status.

13.04 Transfer to Full-Time Employment

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the Employee when they are reclassified from full-time employment to part-time employment and from part-time employment to full-time employment.

13.05 Loss of Seniority

An Employee will lose their seniority and their employment will be deemed terminated in the event:

a) they are discharged for just cause and not reinstated;
b) they resign;
c) they are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless reasonable proof is provided;

d) they fail to return to work within three (3) calendar days following a layoff and after being notified by certified mail to do so, unless through sickness or other just cause. It will be the responsibility of the Employee to keep the Employer informed of their current address**.** An Employee recalled for casual work or employment of short duration at a time when they are employed elsewhere will not lose their recall rights for refusal to return to work;
e) they are laid off for a period longer than twelve (12) months**;**
f) they are absent from work for more than thirty (30) 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;
g) they are absent from work for more than thirty (30) months by reason of absence while on WCB and there is no reasonable likelihood the employee will return to work within the near future.

13.06 A part-time Employee and temporary Employee cannot use seniority for the purpose of bumping a full-time Employee.

ARTICLE 14 - PROBATIONARY EMPLOYEES

14.01 A newly hired full-time or part-time Employee must successfully complete a probationary period of four hundred and fifty (450) hours worked on or before the expiry of the initial probationary period. The Employer will confirm to the Employee the decision to confirm their appointment as having completed their probation or extend the probationary period by mutual agreement between the Union and the Employer. The probationary period is for the purpose of training Employees and to allow the Employer to assess Employee's suitability for continued employment.

ARTICLE 15 - JOB POSTING, PROMOTIONS, TRANSFERS, VACANCIES

15.01 A permanent or temporary vacancy in a bargaining unit position shall be posted within five (5) days and remain posted for seven (7) days. The posting shall indicate the date of the posting, the closing date for applications, the department in which the vacancy is to be filled and the classification, qualifications, hours of work and rate of pay for the posted position.

15.02 If no applications are received by completion of the posted time the Employer may fill the vacancy at its discretion.

15.03 Until the vacancy is filled, the Employer may fill the vacancy at its discretion on a temporary basis.

15.04 Both Parties recognize:

a) The principle of promotion within the service of the Employer;

b) That job opportunity should increase in proportion to length of service. Therefore, in a case where bargaining unit Employees who are willing, able and qualified apply

(applications shall be in writing) for a posted position, the Employer shall select the Employee with the greatest seniority within fourteen (14) days of the closing date of the posting. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the job description including education, skills, training, and acceptable performance. If all these factors are equal, seniority shall be the deciding factor. The Employer will give every consideration to applicants for full-time employment from part-time Employees, providing they are willing, have acceptable job performance, able and qualified for the posted position. Successful applicants should be posted on the Union board with a copy to the Union.

ARTICLE 16 - BULLETIN BOARDS

16.01 The Employer shall provide separate boards only for Union use to be placed in the medication rooms nurse's stations in order that the Employees named in the certificate shall have access to it and upon which the Union shall have the right to post seniority lists, notices of meetings, education conferences and Union conventions. No other notices will be posted without prior written or initialled approval of the Employer.

ARTICLE 17 - GENERAL LEAVE OF ABSENCE

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

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

b) An Employee who has been granted a leave of absence of any kind, and who overstays their leave of absence, without permission of the Employer and cannot provide a justifiable explanation, shall be considered to have terminated their employment.

c) To qualify for a leave of absence except in cases of emergency, the Employee must have completed one (1) year of service with the Employer.

d) All requests for leave of absences must be submitted to the Executive Director for final approval. Requests shall not be unreasonably denied.

17.02 An Employee may be granted a leave of absence without pay for a period of time not to exceed six (6) weeks for personal reasons provided that such leave may be arranged without undue inconvenience to the normal operations of the Residence. Except in emergencies, written applications for leave of absence must be made at least two (2) weeks in advance of such leave. Requests for an emergency leave of absence shall not be unreasonably denied. However, the Employee may be required to provide reasonable evidence of such an emergency.

17.03 An Employee may apply for an unpaid educational leave of absence provided the course being taken is to the benefit of the Residence and absence does not cause undue hardship. This leave must be applied for in writing at least one (1) month in advance of the leave and must indicate the expected date of return to full employment status. The Employee may choose to work at the Residence on a temporary basis during this period. The Employer has the right to approve or disapprove such leave.

17.04 Benefits will accrue from the date of return to employment following such leave of absence. No Employee will accumulate seniority, sick leave, or earned vacation nor will other benefits be paid or accrued while on a leave of absence, other than those outlined below:

(a) Periods of sick leave paid by the Employer
(b) Leaves of absence with pay up to three (3) months
(c) Bereavement leave
(d) Paid Vacations
(e) When in receipt of Workers Compensation as a result of an injury or illness incurred while in the employ of the Employer
(f) While on approved Union leave of absence
(g) While on Maternity/Parental leave

17.05 Employees shall not be entitled to named holidays with pay, which may fall during the period of leave of absence.

17.06 An Employee returning from any leave of absence will be reinstated within one (1) month following notice of desire to return to work, subject however to seniority. Upon return to work the Employee will be placed on the job previously held provided the Employee can perform the required work satisfactorily. If the Employee would not otherwise have retained their previous job, they shall, subject to seniority be placed on the job they can satisfactorily perform.

17.07 <u>Other Unpaid Leaves of Absence</u>
With respect to Alberta legislated job-protected leave, the Employer will adhere to the provisions of Alberta Employment Standards as may be amended from time to time.

ARTICLE 18 - MATERNITY AND PARENTAL LEAVE

Employees are entitled to up to seventy-eight (78) weeks of unpaid, job-protected leave in the event of the birth of a child and up to sixty-two (62) weeks of unpaid, job-protected leave in the event of the adoption of a child.

18.01 Maternity Leave

(a) An Employee who has completed ninety (90) days of continuous employment shall, upon their written request at leave four (4) weeks in advance, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery, or such shorter period as may be requested by the Employee, provided they commence maternity leave not later than the date of delivery.

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

18.02 Birth Leave

Upon request, a parent, other than the birth parent, shall be given three (3) days without loss of pay to attend to matters directly related to the birth of their child.

18.03 Parental Leave

An Employee who has completed their probationary period and who has or will have the actual care or custody of the child, shall be granted up to sixty-two (62) weeks of parental leave without pay and benefits. Parental leave can be taken by:

- the birth parent (immediately following Maternity Leave);
- the other parent; or
- an adoptive parent.

Parental leave can start any time after the birth or adoption of a child but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.

18.04 Employees indicating their desire to take Maternity and/or Parental Leave shall indicate their anticipated return to work date, if any, at the time of their request for leave. Employees will be required to give the Employer four (4) weeks' notice in writing of their intention to return to work.

ARTICLE 19 - UNION LEAVE

19.01 Provided the efficiency of the work site shall not be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to no more than two (2) Employees (not from same classification) elected or appointed to

represent the Union at Union conventions, workshops, seminars, or schools. The Employer shall continue to pay the normal pay and benefits of Employees on approved Union Leave and, subsequently, bill the Union for that cost; the Union shall forthwith reimburse the Employer.

ARTICLE 20 - BEREAVEMENT LEAVE

20.01 An Employee shall be granted five (5) consecutive days bereavement leave without loss of pay for scheduled working days, in the event of the death of the following relatives:

Spouse, Child, Parents, Brother, Sister, Grandparent, Grandchildren and for those for whom the Employee is the legal guardian.

20.02 An Employee shall be granted three (3) consecutive days bereavement leave without loss of pay for scheduled working days in the event of the death of the following relatives:

Parents in Law, Brother-in-Law, Sister-in-Law.

20.03 For those Employees that must travel out of town to attend the funeral, a leave of absence will be granted for an additional two (2) days of unpaid leave.

ARTICLE 21 - JURY AND WITNESS DUTY

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

ARTICLE 22 - HOURS OF WORK

22.01 A full-time Employee is one who is normally scheduled to work seventy-five (75) hours biweekly (exclusive of overtime) in a two (2) week pay period and one who has served the required probationary period.

22.02 A Benefit Eligible part-time Employee is one who is regularly scheduled to work forty-five (45) hours or greater, but less than seventy-five (75) hours bi-weekly. It is agreed and understood that part-time Employees shall have first preference for available work.

22.03 A Non-Benefit Eligible Part-time Employee is one who is regularly scheduled to work less than forty-five (45) hours bi-weekly.

22.04 Once schedules have been assigned, no changes will be made by either party without mutual agreement or by way of posting with two (2) weeks written notice to a new schedule.

22.05 The Employer agrees to schedule hours so there shall be a minimum of eight (8) consecutive hours off duty between the completion of one (1) shift and commencement of the next.

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

22.07 The Employer shall endeavour to arrange for full-time Employees to have every second (2^{nd}) weekend off. The Employer shall endeavour to arrange for part-time to have one (1) weekend off in four (4) unless hired to work weekends only. Part-time Employees may voluntarily forgo the option of having every fourth (4^{th}) weekend off by providing written notice to the Employer of their desire to work additional weekends.

22.08 Employees who are currently working a fixed shift, shall be given two (2) weeks notice of a change of rotation.

22.09 Part-time and Casual Employees shall, in order of seniority and stated availability, have preference for additional work as long as such additional work assignments do not incur overtime payments.

22.10 Twelve-hour shifts will be implemented with a paid fifteen (15) minute break in first half of shift. An unpaid meal break of thirty (30) minutes and a fifteen (15) minute paid break middle of shift and paid fifteen (15) minute break in second part of shift.

22.11 <u>Licensed Practical Nurse</u>
Regular daily hours of work will be seven point seven five (7.75) hours per day, exclusive of meal periods.

22.12 Requests to exchange shifts within posted work schedules must be submitted in writing and/or electronically and co-signed by the Employee willing to exchange days off or working shifts and are subject to the discretion of the Employer. In any event it is understood that such change initiated by the Employee and approved by the Employer will not result in overtime compensation or payment, or any other claims on the Employer by an Employee under the terms of this Agreement.

22.13 Requests for specific days off will be submitted in writing or electronically to the department Manager or designate at least two (2) weeks prior to the day off being requested. Where possible, paid holidays will be scheduled in conjunction with the Employee's regular scheduled rest days.

ARTICLE 23 - LUNCH OR MEAL PERIODS

23.01 An unpaid meal period of thirty (30) minutes shall be provided for all Employees 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.

23.02 Employees will be allowed one fifteen (15) minute relief period, without reduction in pay as follows for the following shifts:

- Less than four (4) hours - no relief period
- More than four (4) hours but less than seven and one half (7.5) hours - one (1) relief period
- More than seven and one half (7.5) hours but less than eleven and one half (11.5) hours – two (2) relief periods
- More than eleven and one half (11.5) hours – three (3) relief periods

ARTICLE 24 - PREMIUMS

24.01 Employees will receive a $2.50 per hour shift premium for all hours worked between 1500 – 2300 (Evening shift).

24.02 Employees will receive a $3.00 per hour shift premium for all hours worked between 2300 – 0700 (Night shift).

24.03 Employees will receive a two dollar and twenty-five cents ($2.25) per hour shift premium for all hours worked between Friday 2300 and Monday 0700 (Weekend shift).

24.04 Med Shift
Health Care Aides assigned to distribute medication shall be paid an additional one dollar ($1.00) per hour for all hours worked in this position.

24.05 Charge Premium
In the event that there are no RNs, Managers or Supervisors available, the Employer may assign an LPN to be responsible for the delivery of resident care. The LPN assigned to be in charge will be paid a premium of one dollar ($1.00) per hour worked.

24.06 No Pyramiding
There will be no pyramiding of any premium pay (overtime and paid holiday pay).

ARTICLE 25 - OVERTIME

25.01 The Employer shall determine when overtime is necessary and for what period of time it is required. All overtime must be authorized by the Team Leader/Designate.

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

i) All hours in excess of seven point five (7.5) hours in any one day, excluding those hours in a rotation exceeding seven point five (7.5) hours in any one day that have been mutually agreed to by the Union and the Employer and excluding the resultant additional hour from Daylight Savings Time conversion on Mountain Standard Time.

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

iii) When a regular full-time Employee is called to work on their assigned day off.

25.03 When Employees are called back to work after working a seven-point five (7.5) hour shift or more upon completion of their shift, such Employees will receive a minimum of three (3) hours pay at straight time rates or actual hours worked at one and one-half times (1½x) the Employee's regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of Employees required to work immediately prior to the commencement of their regular shift.

25.04 Licensed Practical Nurse
Overtime will be paid for all hours worked over seven point seven five (7.75) hours in a shift or seventy-seven point five (77.5) hours bi-weekly in accordance with Article 25.02 provided that all such overtime is authorized by the Manager or designate. For LPNs working twelve (12) hour shifts, overtime will be paid for all hours worked over seventy-seven point five (77.5) hours bi-weekly.

ARTICLE 26 - WAGES

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

ARTICLE 27 - MINIMUM REPORTING ALLOWANCE

27.01 If an Employee reports for work at the regularly scheduled time for the Employee's shift, and due to a scheduling error, the Employee will be entitled to a minimum of four (4) hours pay at not less than the Employee's regular rate, unless previously notified by the Employer to the contrary, either orally or by message left at the Employee's residence, provided that, if requested by the Employer, the Employee shall perform a minimum of four (4) 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.

27.02 Three (3) hours minimum notice must be given by the Employer to Employees for those that are working the 1500 to 2300 shift and the 2300 to 0700 shift. Eight (8) hours' notice must be given by the Employer to Employees that are working the day shift for any cancellations.

ARTICLE 28 - PAY DAYS

28.01 Pay Days

The Employer shall pay salaries and wages bi-weekly for hours worked in accordance with the hourly wages set forth in Schedule "A" attached hereto and forming part of this Agreement. On each payday an itemized statement of wages, overtime and other supplementary pay and deductions will be made available electronically to each Employee.

ARTICLE 29 - NAMED HOLIDAYS

With respect to Alberta General Holidays, unless the Collective Agreement provisions are superior, the Employer will adhere to the provisions of *Alberta Employment Standards*, as may be amended from time to time.

29.01 The following days shall be recognized as paid holidays:

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

The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this Agreement.

29.02 Full-Time Employees

a) full-time Employees shall be paid at one and one-half times (1½x) the basic rate of pay for all regularly scheduled hours worked on a Statutory Holiday.

b) full-time Employees shall be entitled to a day off with pay for a Statutory Holiday provided they have:

   i) Worked for the Employer thirty (30) days prior to the Statutory Holiday, and
   ii) They work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent with the consent of the Employer or due to illness as confirmed by a medical certificate, if required by the Employer.

29.03 Part-Time Employees

a) Part-time Employees shall be paid at one and one-half times (1½x) the basic rate of pay for all regularly scheduled hours worked on a Statutory Holiday.

b) Part-time Employees shall be entitled to a day off with pay for a Statutory Holiday provided they have:

   i) worked for the Employer thirty (30) days prior to the Statutory Holiday, and

ii) they work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent with the consent of the Employer or due to illness as confirmed by a medical certificate, if required by the Employer.

Employees Who Work an Irregular Schedule

If Employees work an irregular schedule and there is doubt about whether the holiday is a day on which the Employee is normally scheduled to work, it is to be resolved as follows:

a) if during at least five (5) of the last nine (9) weeks, the Employee regularly worked on the day of the week that the general holiday falls, the holiday is to be considered a day that would normally have been a workday for the Employee.

29.04 If one of the aforementioned holidays occurs on the Employee's day of work, regular day off or during the Employee's vacation, the Employee shall receive by mutual agreement, an additional day off, within sixty (60) calendar days of the specific Statutory Holiday with pay at straight time rates. Failing mutual agreement, the Employer will pay for the lieu day at straight time rates.

ARTICLE 30 - VACATION

30.01 The Union recognizes the Employer's requirement that staff are 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. All Employees should indicate their choice of vacation dates by April 1st and any Employee who fails to submit a request for days off form will have waived their right to their choice of vacation period over other Employees, regardless of their seniority standing. The Employer will, not later than May 31st, post a schedule of vacation for all Employees who have indicated their vacation preference.

30.02 a) Vacation entitlement is not intended to give Employees extra money. Vacations are given to ensure the Employees have a rest from work without loss of income. Therefore, no Employee will be paid vacation pay without taking vacation. Vacation must be taken in blocks of a minimum of five (5) working days.

b) Notwithstanding 30.02 a) the Employer may, subject to operational requirements, grant vacations in less than five (5) working days blocks.

30.03 For the purpose of calculating eligibility for vacation, the vacation year shall be the period June 1st of any year to May 31st of the following year. Calculation of hours worked for vacation entitlement increases shall coincide with the vacation year ending May 31st. Vacation earned in one vacation year is taken in the next vacation year.

30.04 Full-time and Part-time Employee Vacation Entitlement

Seniority Hours	Vacation Entitlement
0 - 1950	1 day per 163 hours (to a max of 10 days)
1951 - 5850	2 weeks (4%)
5851 - 15600	3 weeks (6%)
15601 - 29250	4 weeks (8%)
29250+	5 weeks (10%)

30.05 Compensation for Holidays Falling Within Vacation Scheduling
If a paid holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay on a date mutually agreed, but where possible, such day will be added to the Employee's vacation. Failing agreement, the Employer shall pay an additional day's pay.

30.06 All Employees should submit their regular vacation requests to the Administration prior to the 1st of April or shall be received by the Administration prior to the 1st of April of any calendar year, at which time a preliminary schedule shall be posted by May 31st. Changes to this schedule shall not be unreasonably withheld on written application to the Administration fourteen (14) days prior to the posting of the schedules.

ARTICLE 31 - SICK LEAVE

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

31.02 (a) After completion of the probationary period, Employees shall be credited sick leave credits for personal illness from the date of employment.

(b) Full-time and Benefit Eligible part-time Employees, working no less than forty-five (45) hours bi-weekly, shall, at the beginning of each calendar year, be credited sick leave credits for personal illness after completion of the probationary period as follows:

(i) After successful completion of the probation period, Employees will be credited with seventy-five (75) sick leave hours. An Employee may carry over a maximum of fifteen (15) sick leave hours from one (1) year to the next, but the total number of sick leave hours will at no time exceed a maximum of ninety (90) hours. Banked sick leave hours will not be paid out upon termination.

(ii) Full-time and Benefit Eligible part time Employees completing their probationary period part way through the year, if probation is completed before the fifteenth (15th) of the month, shall be credited a full month for

that month x yearly entitlement. Regardless of their scheduled hours, Employees shall be granted sick leave hours at the rate of six point two-five (6.25) hours per month worked to a maximum of seventy-five (75) sick leave hours.

31.03 The Employer requires an Employee absenting themselves on account of personal illness for two (2) 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.

31.04 An Employee unable to complete their shift due to illness will be paid for their full shift from their available sick leave bank.

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

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

c) Compensation under the Workers' Compensation Act shall not be charged against accumulated sick leave credits granted in accordance with Article 31.

31.06 a) Employees unable to report for scheduled work on account of personal illness must notify the Employer prior to the start of the scheduled shift with the following notice:

Day Shift – two (2) hours prior to shift commencing
Evening Shift – four (4) hours prior to shift commencing
Night Shift – four (4) hours prior to shift commencing

It is understood that there may be emergency situations that may prevent the Employee from providing proper notice. Each event will be addressed on a case-by-case basis.

b) During an illness of undetermined length, the Employee will notify the Employer of their progress weekly and provide the Employer with written notice of their readiness to return to work as far in advance as possible.

c) Sick relief shifts accepted by part-time Employees may be cancelled by the Employer, with as much advance notice as possible, when the regular incumbent returns to work.

31.07 a) If sick leave credits are exhausted before the Employee is able to return to work and, if no sick leave benefits such as those provided under Employment Insurance legislation are available to them, then Employees may apply for leave of absence pursuant to Article 17.01 of this agreement in which case the Employer agrees that leave of absences will not be unfairly denied.

b) Positions that have been (or it is anticipated will be) vacant due to illness, injury, or approved LOA for two (2) or more years shall be deemed to be vacant and shall be posted per Article 15.01. The Employee who held the position immediately prior to it becoming vacant shall not retain any rights to that position. Should that Employee subsequently be capable of returning to work, they shall be given first preference for the next available vacant position they are qualified for.

ARTICLE 32 - HEALTH CARE AND INSURANCE PROVISIONS

32.01 Entitlement for health and welfare benefits will be upon the completion of four hundred and fifty (450) hours of work for all new eligible employees.

For drugs that legally require a prescription, a pay direct card will be included. The dispensing fee is capped at $7.50 per prescription. Eligible drugs are limited to the least expensive generic when available.

Group Life Insurance Plan
Every Employee shall maintain membership in the Group Life Insurance plan and the Employer agrees to pay one hundred percent (100%) of the premium.

Major Medical
The Employer agrees to pay seventy percent (70%) of the costs for full-time Employees and fifty percent (50%) of the costs for part-time Employees.

Dental
The Employer agrees to pay seventy percent (70%) of the costs for full-time Employees and fifty percent (50%) of the costs for part-time Employees. There shall be no yearly deductible Dental coverage to annal maximum of $3500.00.

Paramedical Services
No per visit maximum, $500/year/insured/individual, combined for all services of a chiropractor, physiotherapist, massage therapist, clinical counsellor, psychotherapist, psychoanalyst, psychologist, registered marriage and family therapist, and social worker. Reasonable and customary applies.

Vision Care Plan
The Employer will implement a Vision Care Plan that provides coverage for reimbursable expenses at the rate of two hundred dollars ($200.00) per twenty-four (24) months, including one (1) eye exam, per eligible covered Employee and their qualified dependents.

ARTICLE 33 - LAYOFF AND REHIRE

Layoff Definition
A lay-off shall be defined as:

An employee whose status is changed from full-time to benefit eligible part-time, full-time to non-benefit eligible part-time, or whose weekly hours are reduced by more that 20%, or whose position is eliminated, or whose employment is ceased, as a result of the implementation of a new schedule and/or a reduction of hours will be considered to be laid off.

Layoff Procedure

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

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

Step 1

The Employer will schedule a meeting to discuss reductions in hours with the Union Representative and Stewards the following will be supplied:

- Biweekly reductions of hours per classification.
- Revised blank schedules of classifications that are directly affected or could be affected; and
- Updated Seniority List.

At the meeting, the Employer will set a date for “Line Picking”. During Line Picking, Employees will select an available line, for which they have the skill and ability to perform, based on seniority, with the most senior Employee selecting first.

Step 2

Employees will be provided with copies of the revised schedules and the Line Picking date and meeting times as soon as Step 1 has been completed.

Step 3

Employees will be scheduled for Line Picking in appropriate time intervals in accordance with the updated Seniority List (most senior first), in order to allow the Employee sufficient time to select their line. The Employees will have the choice of attending the Line Picking meeting in person, providing a number where they can be reached during their scheduled time or completing a selection preference sheet for the Employer.

Both the Employer and Union Representatives will be present at the Line Picking meeting.

Employees will be entitled to select an available line, provided they have the skill and ability to perform the position, or elect to be laid off if there are no available full time lines if they are full-time or part time lines if they are part-time.

Step 4

At the conclusion of this notice period, or once the Employer has provided pay in lieu of notice, the new schedule will be implemented.

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

33.01 (a) The Employer agrees to not contract out any work of the Bargaining Unit that would result in the layoff of any member of the Bargaining Unit, however, should it become necessary to reduce the workforce, the least senior Employee of the affected job classification in the Care Centre shall be laid off.

(b) In the case of staff reductions and rehiring, seniority shall apply with priority given to full-time Employees to retain full-time work.

(c) When staff reduction involving more than three (3) Employees occurs, the Secretary of the Union will be promptly notified.

33.02 (a) The Employer shall notify an Employee who is to be laid off in accordance with the length of time the Employee has been employed by the Employer, as follows:

Employee with three (3) months but less than two (2) years employment	Seven (7) calendar days
Two (2) years but less than four (4) years employment	Fourteen (14) calendar days
Four (4) years but less than six (6) years employment	Twenty-one (21) calendar days
Six (6) years but less than eight (8) years employment	Twenty-eight (28) calendar days

(b) If an Employee is laid off and they are not provided with notice of lay-off as specified in (a) above, then they shall be paid a sum of money that is at least equal to the wages that they would have earned if they had worked their regular hours of work for the period of notice applicable to the Employee under clause (a) above.

33.03 (a) Employees on lay off shall be recalled in the order of their seniority for the job classification in the Residence, subject to Article 15.04 (b).

(b) An Employee who fails to signify intention to return to work or fails to return to work per the following, shall forfeit any claim to re-employment:

(i) Failure to signify intention to return to work within three (3) days of the receipt of the notice of recall, which shall be in writing addressed to the last known address of the Employee according to the records of the Employer, or

(ii) Failure in fact to return to work within a further five (5) days of such signification, except when an Employee is required to give up to two (2) weeks' notice to another Employer.

(c) Employees on lay off may accept temporary work as a casual Employee without affecting their recall status and seniority standing upon recall. Such Employees shall be governed by the Collective Agreement provisions applicable to casual Employees.

ARTICLE 34 - DISCIPLINE AND DISMISSAL

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

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

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

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

34.02 An Employee absent without notifying the Employer will be subject to progressive discipline up to and including termination unless such notice was not reasonably possible.

34.03 Upon service of at least five (5) written days' notice, an Employee shall have the right to review their personnel file once each year or when the Employee has filed a grievance.

34.04 Eighteen (18) months following disciplinary action by the Employer the record of such disciplinary action will be removed from the Employee's file, provided there has been no disciplinary action of any kind taken by the Employer with that Employee in that eighteen (18) month period.

ARTICLE 35 - RESIGNATIONS

35.01 If an Employee wishes to resign their employment, they shall give the Employer two (2) weeks written notice.

ARTICLE 36 - JOB DESCRIPTIONS

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

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

36.03 Should the Employer introduce a new classification within the bargaining unit, the Employer shall inform the Union of the intended effective date of implementation of the new classification and shall send to the Union the proposed classification title, job description qualifications, and proposed pay rate. Should the Union disagree with the proposed classification title and pay rate, the Union shall enter into negotiations with the Employer on the matter within fourteen (14) days of the Employer's notice to the Union. Failing agreement between the parties, within sixty (60) days of the day of the Employer's notice the matter shall be referred to arbitration as provided for in Article 10 within a further period of fourteen (14) days. No new classification will be implemented unless the matter is resolved.

ARTICLE 37 - HEALTH AND SAFETY

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

37.02 A joint management and Employee Health and Safety Committee shall be established, and at least one (1) of such representatives shall be members of the bargaining unit, fully approved by the Union.

The Committee shall identify areas of potential danger, addressing the issue of the health and safety of Employees, recommend means of improving programs, obtain information respecting the identification of hazards and standards affecting the health care industry and make recommendations to the Employer in regard to these matters.

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

shall be sent to the Employer and the Union. The Chairperson of this Committee will be elected by the members of the Committee.

ARTICLE 38 - UNION MANAGEMENT COMMITTEE

38.01 A Union Management Committee shall be established consisting of no more than two (2) representatives of the Union plus the National Representative or delegate and three (3) representatives of the Employer. The committee shall meet on an ongoing basis to discuss matters of mutual concern.

ARTICLE 39 - GENERAL

39.01 Correspondence
All correspondence between the Employer and the Union shall pass to and from the Executive Director and the President of the Local Union with a copy to the National Representative of the Union.

39.02 It shall be the responsibility of the Employee to keep the Employer informed of their current address in case it is necessary to notify any Employee of any matter under this agreement. Notice may be given personally or prepaid by registered post addressed to the Employee at their last address shown on the seniority list or on the payroll of the Employer. Such notice shall be deemed to have been given when delivered by the postal authorities.

ARTICLE 40 - UNIFORMS

40.01 Uniform allowance is for the sole and exclusive purpose of maintaining appropriate work attire at all times. Employees shall have the responsibility of cleaning and maintaining their uniform if it is not in a state of good repair. Employees may be required to replace their uniform if it is not in a state of good repair.

Where required by the Employer, uniforms for staff of all departments must be purchased from the supplier chosen by the Employer. No exceptions will be permitted unless otherwise approved by the Employer.

40.02 The Employer shall provide a uniform allowance for all employees who are required by the Employer to wear a uniform which shall be paid at the rate of eight cents ($0.08) per hour paid. The uniform allowance will be payable on a bi-weekly basis.

ARTICLE 41 - REGISTERED RETIREMENT SAVINGS PLAN

41.01 The Employer provides an Employer administered Registered Retirement Savings Plan (RRSP). Employee participation will be on a voluntary basis with a decision to participate made at the completion of six (6) months of service or nine hundred (900) hours worked, whichever is the greater. The Employer and the employee contributions

will be two-point five percent (2.5%). Participation in the plan is open to full-time and part-time employees (Benefit Eligible).

41.02 Employees are permitted to make additional flat rate or lump sum contributions to their RRSP which are not matched by the Employer.

ON BEHALF OF CUPE LOCAL 8

[redacted]

Kelly Spence (Jul 25, 2025 10:41:14 MDT)

[redacted]

Celia Bell (Jul 24, 2025 19:01:08 MDT)

DATE: Jul 25, 2025

ON BEHALF OF
Cogir Senior Living operating as
McKenzie Towne Retirement Residence

[redacted]

Matt Gavora (Jul 21, 2025 12:46 MDT)

DATE: Jul 21, 2025

CUPE - MCKENZIE TOWNE

WAGE SCHEDULE "A"

		01-Jan-23 2.00%	**01-Jan-24 2.5%**	**01-Jan-25 2.00%**
LPN	Start Rate (Probation)	$ 29.94	**$30.69**	**$31.30**
	451-3900	$ 31.15	**$31.93**	**$32.57**
	3901-5850	$ 31.98	**$32.78**	**$33.44**
	5851-7800	$ 32.82	**$33.64**	**$34.31**
	7801-9750	$ 33.58	**$34.42**	**$35.11**
	9751+	$ 34.44	**$35.30**	**$36.01**
HCA	Start Rate (Probation)	$ 20.81	**$21.33**	**$21.76**
	451-3900	$ 21.31	**$21.84**	**$22.28**
	3901-5850	$ 21.84	**$22.39**	**$22.83**
	5851-7800	$ 22.39	**$22.95**	**$23.41**
	7801-9750	$ 22.93	**$23.50**	**$23.97**
	9751+	$ 23.52	**$24.11**	**$24.59**
LPN (uncertified)		$ 27.81	**$28.51**	**$29.08**

LETTER OF UNDERSTANDING

Between

Cogir Senior Living operating as
McKenzie Towne Retirement Residence

And

Canadian Union of Public Employees
(CUPE) Local 8

RE: Health Care and Insurance Provisions for LPN's

The Employer and Union agree that the LPNs that work 12-hour shifts (69 hours bi-weekly) shall be considered Full-time for the purpose of ARTICLE 32 – HEALTH CARE AND INSURANCE PROVISIONS.

Signed on behalf of Canadian Union of Public Employees, Local 8	Signed on behalf of Cogir Senior Living operating as McKenzie Towne Retirement Residence
[redacted]	[redacted]
Kelly Spence (Jul 25, 2025 10:41:14 MDT)	Matt Gavora (Jul 21, 2025 12:46 MDT)
[redacted]	
Celia Bell (Jul 24, 2025 19:01:08 MDT)	
Jul 25, 2025	Jul 21, 2025
Date	Date

DW/dlw/mk/cope491