

# COLLECTIVE AGREEMENT

Between



**AGECARE CORPORATE**  
(Beverly Centre Lake Midnapore)

And

**CUPE** / Canadian Union  
of Public Employees  
**LOCAL 8**

September 1, 2015 to October 31, 2018



Canadian Office &  
Professional Employees  
miv/Local #491



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WHEREAS: the Alberta Labour Relations Board has certified the Union as the bargaining agent for certain Employees of the Employer.

AND WHEREAS: it is the desire of both parties to provide for a prompt and orderly method of settling complaints, which may arise under this agreement.

AND WHEREAS: the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth:

## **ARTICLE 1 - PURPOSE**

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 in the care centre.

## **ARTICLE 2 - TERMS OF AGREEMENT**

2.01 This Agreement shall be effective upon ratification and shall continue in effect up to and including October 31, 2018, and shall continue automatically thereafter during annual periods of 1 year each, unless either party notifies the other in writing between 60 days to 120 days prior to the expiration date that it desires to amend or terminate the agreement.

2.02 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of the new Agreement or completion of the proceedings prescribed under the Alberta Labour Relations Code.

## **ARTICLE 3 - STRIKES OR LOCK-OUTS**

3.01 In the event of a strike or lockout, the parties to this Collective Agreement agree to abide by the provisions of the Alberta Labour Relations Code governing such conditions.

## **ARTICLE 4 - DEFINITION OF UNIONIZED EMPLOYEES**

An Unionized "Employee" (hereafter referred to as Employee) shall mean any Employee of the Employer for whom the Union has been certified as the bargaining agent or for whom the Union has attained the status of bargaining agent, and whose employment is designated as regular full-time, regular part-time or casual.

Where the feminine pronoun is used in this Agreement it shall mean and include the masculine pronoun where the context so requires.

#### 4.01 Regular Full-Time Employees

A Regular Full-time Employee is one who works full-time hours as defined in Article 20 – Hours of Work.

#### 4.02 Regular Part-Time Employees

- a) A regular part-time Employee is one who is regularly scheduled to work no less than 20 hours per week averaged over one (1) shift cycle, but less than full-time. These Employees are entitled to vacation, statutory holidays and sick leave benefits on a pro-rated basis, by establishing the time worked as compared to full-time employment.
- b) It is understood and agreed that regular part-time Employees shall have first preference for the available work listed in 4.03(a).

#### 4.03 Casual Employees

- a) A casual Employee is one who is called in to work occasionally, usually on a “call” basis for relief purposes, but who does not work a regular schedule or does so only for a specified time.
- b) Casual Employees shall accumulate seniority but are not entitled to any benefits except those required by the Employment Standards Code or specified under this collective agreement.

### **ARTICLE 5 - SCOPE AND RECOGNITION**

- 5.01 The Employer recognizes the Union as the sole collective bargaining agent for Health Care Aides, Recreation Therapy Assistants and Rehabilitation Assistants as agreed to by the parties and the certification under the Alberta Labour Relations Code. The Union is hereby established as the sole collective bargaining agency for the Employees and the Employer undertakes that it will not enter into any other agreement or contract with the Employees either individually or collectively which may be in conflict with the terms of this collective agreement.

### **ARTICLE 6 - UNION SECURITY**

- 6.01 Each of the parties hereto agrees that there will be no discrimination exercised or practiced upon any Employee because of membership in the Union.
- 6.02 All Employees who are members of the Union on the effective date of this Collective Agreement will remain members of the Union. All Employees who are hired after the effective date of this Agreement shall become, as a condition of employment, members of the Union.

- 6.03 The Employer shall deduct bi-weekly from the pay of each Employee such dues, initiation fees and assessments as may be established and amended from time to time by the Union. Such sums shall be remitted to the Treasurer of the Union not later than the 15th day of the following month in which the dues were deducted, along with a list of the Employees (showing regular full-time, regular part-time, casual status and address and phone number) and the amount deducted from the pay of each Employee.
- 6.04 Dues deductions shall commence effective the date of employment. The Union shall keep the Employer advised as to the amount of such deductions.
- 6.05 The Employer shall indicate the individual union dues deducted and enter the amount on T4 slips issued to Employees for tax purposes.
- 6.06 A representative of the Union shall have the right to make a presentation of up to 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, and a representative of the Employer may be present at such presentation. 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. The Employer shall pay no overtime or travel time. To minimize impact on operations if the Employee selected as the Union Representative is an Employee of AgeCare, the Employee shall be working in the facility where the general orientation is conducted.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

- 7.01 Management reserves all rights not specifically restricted by this Collective Agreement, including, but not limited to the following;
- a) Direct the working force and to create new classifications, work units, schedules, and to determine the number of Employees needed from time to time in any work unit or classification.
  - b) Hire, promote, transfer, layoff and recall Employees.
  - c) Discipline or terminate for just cause.

## **ARTICLE 8 - DISCRIMINATION**

- 8.01 The Employer and the Union shall at no time discriminate against any Employee by reason of race, colour, national origin, political or religious affiliation, sex, age, sexual preference, mental or physical disability, marital status, nor for reason of membership or participation in the Union.

## **ARTICLE 9 - UNION COMMITTEE AND STEWARDS**

- 9.01 The Employer shall be advised in writing of the names of Shop Stewards and be immediately notified of any changes of Shop Stewards as may occur from time to time.
- 9.02 The Employer agrees that not more than 1 Shop Steward shall be allowed to attend meetings, as required with the Employer, without loss of pay, for purposes of resolving differences or grievances.
- 9.03 Except for meetings with their Employer as specified in 9.02 above, it is agreed by the Union that as far as possible, activities of the Stewards shall be carried on outside of their regular working hours unless otherwise mutually arranged by the parties to this Agreement.
- 9.04 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

## **ARTICLE 10 - COMPLAINTS AND GRIEVANCES**

- 10.01 When a difference arises between the Employer and an Employee concerning the interpretation, application, operation or an alleged violation of this Agreement, the Employee shall continue to work in accordance with the Agreement until the difference is settled, except in the case of suspension or dismissal.
- 10.02 An Employee shall have the right to be accompanied by a Union Representative at each step of the grievance process.
- 10.03 Every effort shall be made to resolve all complaints and grievances in the following manner:

### Step 1

Employees believing they may have a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with their immediate Supervisor within 7 days of becoming aware of, or reasonably should have become aware of, the occurrence. Immediate Supervisor means that person from whom the Employee normally receives work assignments. Every effort shall be made by both parties to resolve the problem at this level. The Immediate Supervisor shall advise the Employee of the decision within 7 days of discussing the matter. Employees alleging dismissal or suspension without just cause may commence their grievance at Step 2, within 7 days of the occurrence.

If no resolution at Step 1 then go to:

## Step 2

Within 7 days of the Step 1 decision, the grievance may be forwarded, in writing, by the Union to the Employee's Director/Designate, specifying the nature of the grievance and the redress sought. The Director/Designate may meet with the Union and the Employee within 7 days of receipt of the grievance. In any event a decision, in writing, will be rendered within 5 days of the meeting being held.

If no resolution at Step 2 then go to:

## Step 3

Within 7 days of receipt of the decision at Step 2, the Union may submit the grievance, in writing, to the Director Human Resources and General Manager/Designate. Within 7 days of receipt of the grievance the Director Human Resources and/or General Manager/Designate shall meet with the Union and the Employee to discuss the grievance and shall render their decision, in writing, within 5 days of the meeting being held.

Should satisfactory resolution of the matter not be achieved it may be submitted to Arbitration.

## Step 4 – Arbitration

As per applicable Alberta legislation, the following will apply:

- a) Within 25 days of receiving the decision of the Director Human Resources and/or General Manager /Designate, the Union shall notify the Employer in writing of its intention to submit the grievance to arbitration; and shall inform the Employer of the Union's nominee to the Arbitration Board. The Employer shall, within 14 days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board.
- b) The two nominees shall, within 14 days, appoint a third person that shall be the Chair of the Arbitration Board. If the two nominees fail to agree upon a Chair within the time limits, the Minister of Labour for the Province of Alberta shall appoint the Chair.
- c) The Arbitration Board shall hear and determine the difference and shall issue an award in writing. The decision of the majority of the Arbitration Board shall be final and binding upon the parties and upon the Employee(s) affected by it. When there is no majority decision, the decision of the Chair shall be the decision of the Board.
- d) Either party, within 5 days from receipt of the Board's decision, may apply to the Chair of the Arbitration Board to reconvene the Board for purposes of clarifying the decision.

- e) Each of the parties to the Agreement shall bear the fees and expenses of their own nominee and witnesses, and the fees and expenses of the Chair shall be shared equally between the parties.
- f) As an alternative to a Board of Arbitration, the Employer and the Union may, by mutual agreement, employ the use of a single Arbitrator to settle the matter in dispute. The fees and expenses of the single Arbitrator shall be shared equally between the parties.
- g) The Arbitration Board, by its decision, shall not alter, amend or change the provision of this collective agreement.

10.04 At any stage of the Grievance Procedure, including Arbitration, the parties may have the assistance of the Employee or Employees concerned as witnesses. All reasonable arrangements will be made to permit conferring parties or the Arbitrator to have access to any part of the care centre to view any working conditions, which may be relevant to the settlement of the grievance.

10.05 Throughout this article the reference to "days" shall not include Saturdays', Sundays' or Statutory Holidays.

10.06 The time limits specified throughout the steps may be extended by mutual consent in writing between the Union and the Employer.

10.07 Should the Employer or the Union fail to comply with any time limits in the grievance procedure, the grievance will be considered conceded by the party failing to meet their time limit unless the parties have mutually agreed, in writing, to extend the time limits.

#### 10.08 Union Policy Grievance

Where a dispute involving the question of general application or interpretation occurs affecting more than 1 Employee, the Union may proceed on a policy grievance at Step 2 providing the Union initiates the policy grievance within 20 days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.

#### 10.09 Employer Policy Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Union or any Employee of this Agreement. The grievance shall be submitted to the Union President/Designate with a copy sent to the National Representative within 20 days of the date the Employer became aware of, or reasonably should have become aware of the occurrence. The Union shall respond in writing within 7 days after receiving the grievance. Failing settlement the grievance may be referred to Step 4; it being understood that the Employer is the grievor.

10.10 The Union and Employer agree that in the event of either a Union or Employer policy grievance that resolution will be pursued in good faith and there will be no disruption to the day-to-day operations of the workplace.

## **ARTICLE 11 - PROBATIONARY EMPLOYEES**

- 11.01 A newly hired Employee must successfully complete a probationary period of 520 hours or 6 months, whichever is shorter.
- 11.02 On or before the expiry date of the probationary period, the Employer will advise the Employee of their decision in writing, and with reasons to:
- i) Confirm the Employee's appointment to the position as they have successfully completed the probationary period, or
  - ii) Extend their probationary status for a further period, up to a maximum of 3 months worked, and advise the Union accordingly, or
  - iii) Dismiss the Employee if they are determined by the Employer to be unsatisfactory without:
    - a) Notice; or
    - b) Termination pay (except as may be required by the provisions of the Alberta Employment Standards Code), and shall not have recourse to the grievance procedure set out in the Collective Agreement or the code, with respect to such termination.
- 11.03 A probationary Employee who becomes the successful applicant for a different job classification is required to complete a probation period of an additional two months.
- 11.04 An Employee must successfully complete probation to be eligible for a move to their next Step in the pay grid.
- 11.05 AgeCare BCLM will pay an employee's 1-2 day Classroom General Orientation in the first pay period following successful completion of the probationary period. Hours worked on floor-orientation will be paid in the pay period in which the hours are worked.

## **ARTICLE 12 - SENIORITY**

- 12.01 Seniority is defined as the length of continuous employment at AgeCare Beverly Centre, Lake Midnapore, since the date of last hire, including the time served prior to the union certification. Casual employees will accrue seniority by total hours worked.

Employees will continue to accrue seniority during:

- a) Periods of sick leave, paid for by the Employer;
- b) Leaves of absence with pay;
- c) Bereavement leave;
- d) Jury duty;
- e) Paid vacations;
- f) While on Union leave of absence;

- g) When in receipt of Worker's Compensations;
- h) While on maternity or parental leave.

12.02 An up to date seniority list shall be sent to the Union in December and June of each year. The seniority list will indicate the Employee's names alphabetically.

12.03 Seniority status, once acquired, will be lost only for the following reasons:

- a) Voluntary resignation;
- b) Discharge for cause;
- c) Lay-off in excess of 12 months;
- d) Failure to signify intention to return to work within 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 failure in fact to return to work within a further 5 days of such signification, except when an Employee is required to give up to 2 weeks' notice to another Employer. An Employee who so fails shall forfeit any claim to re-employment;
- e) Absence from work without leave of absence being granted by the Employer, or an explanation being given which is reasonable in the circumstances;
- f) Engaging in gainful employment while on a leave of absence, unless otherwise agreed to by the Union and the Employer.

12.04 Seniority status, once acquired, will be retained for absence occasioned by illness.

12.05 Upon 2 days written notice (excluding Saturdays and Sundays and named holidays) to the employer, an Employee will be provided with their current seniority status.

## **ARTICLE 13 - PROMOTIONS, TRANSFERS, AND VACANCIES**

### **13.01 Job Postings**

When a new position is created, or when a vacancy occurs in a position that is to be filled, the Employer shall immediately post notice of the position on the bulletin board for five (5) working days so that all members will know about the vacancy or new position. The posting shall include nature of position, neighbourhood name, qualifications, hours of work and wage. Qualifications set must pertain to the work performed. Copies of all posting shall be forwarded to the Union.

13.02 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority will be the deciding factor.

If all applicants for a vacancy are casual Employees, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, the position shall be awarded to the Employee who has been in the scope of the bargaining unit the longest.

### 13.03 Temporary Vacancy

- a) A temporary vacancy is a vacancy created by an Employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed three (3) months.
- b) The Employer will outline to the successful applicant the anticipated conditions and duration of such vacancy. Upon the return of the Employee from her absence, the Employee working the temporary vacancy shall have the right to return to her former position held by her immediately prior to accepting the temporary assignment, if it still exists. If the position does not exist, the Employee may exercise her rights under the Agreement. In instances where an Employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced Employee(s).
- c) In the event that a part-time or casual Employee is a successful applicant, the part-time or casual Employee shall retain his or her part-time or casual status, for purpose of lay off only during the temporary or full-time or part-time period.
- d) Nothing herein 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.

13.04 All applicants shall be informed of the successful applicant of the posting, with a copy going to the Union. The Employer will post a notice showing successful applicants to postings.

### 13.05 Trial Period

If an Employee in one position is the successful applicant for a new position they will be considered on a trial period in their new position for three (3) months or 300 hours worked, whichever is shorter, commencing from the start date of the new position. During this trial period the Employee may choose to return or the Employer may direct the Employee to return to their former position and basic rate of pay without loss of seniority.

## **ARTICLE 14 - BULLETIN BOARDS**

14.01 The Employer agrees to supply and make available to the Union, for the posting of seniority lists and Union notices, 1 bulletin board in the staff room and two (2) in the locker rooms.

## **ARTICLE 15 - LEAVE OF ABSENCE**

15.01 An Employee may be granted a leave of absence without pay for a period of time not to exceed three (3) months, for personal reasons provided that such leave may be arranged without undue inconvenience to the normal operations of the care centre. Except in emergencies, written applications for leave of absence must be made at least 2 weeks in advance of such leave and submitted to the Employee's Supervisor or designate for final approval. The request must include both start and end dates. The Employee does not have the time off until they receive written approval. Unauthorized absences may be subject to discipline. 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.

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

- 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 the 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) Any Employee who has been granted a leave of absence of any kind and overstay their leave, except in emergency situations, shall be considered to have terminated their employment without notice.
- c) To qualify for a leave of absence as stipulated in Article 15.01, the Employee must have completed one year worked with the Employer as defined in Article 12.01. Casual Employees do not qualify for leaves of absence.
- d) No Employee on an unpaid leave of absence, as stipulated in Article 15.01 will accumulate seniority, sick leave credits, salary increases, vacation credits or statutory holidays. Seniority established at the point of leave will be reinstated upon return to work.
- e) The Employer will make no payments towards Agecare's Group Benefit Plan during such leave, if over 1 month except for the health related portion of maternity leave. Unless an Employee has benefit coverage elsewhere the Employee must continue their coverage in the above-mentioned plan by paying the full cost of the premiums to the Employer and the Employer will make payments to the respective carrier. Prior to starting their leave, the Employee must submit post-dated cheques for each month, for the duration of the leave of absence, to the Payroll Department for the amount of the premiums prior to commencing the leave of absence.

- f) Where payment from an Employee on an approved leave of absence for Health benefits coverage continuation is not received or is overdue, the Employee must make the required payment within seven (7) calendar days. If payment is not received, benefits will be terminated on the effective date of the leave.
- g) All requests for leave of absence must be submitted to the Employee's supervisor/designate for final approval. Requests shall not be unreasonably denied.
- h) With the exception of one (1) week, all employees must use all vacation and all stats, float and overtime banked time before being granted a leave.
- i) All Employees returning early from a leave must provide a minimum of four (4) weeks written notice.

### 15.03 Education Leave

The employer will grant up to 12 months unpaid leave of absence to an employee for education opportunities.

## **ARTICLE 16 - PARENTAL LEAVE**

### 16.01 Maternity Leave

Employees are entitled to up to one-year of unpaid, job-protected leave in the event of the birth of a child. Birth mothers can take up to 52 consecutive weeks of unpaid job-protected leave. This is made up of 15 weeks maternity leave and 37 weeks parental leave. Fathers are eligible for up to 37 consecutive weeks of unpaid, job-protected parental leave. Parental leave may be taken by one parent or shared between two parents but the total combined leave cannot exceed 37 weeks. This is subject to the following conditions:

- a) Except for the health related portion of the Employee's maternity leave, such leave shall be considered voluntary and without pay.
- b) The Employee shall make written application for maternity and parental leaves, giving a minimum of 4 weeks' notice if possible and shall provide a medical certificate certifying she is pregnant and giving the estimated date of delivery.
- c) Maternity leave shall commence no earlier than 12 weeks immediately preceding the estimated date of delivery. The total period of maternity and parental leaves shall not exceed 52 weeks unless mutually agreed between the Employer and the Employee.
- d) The Employer shall be given at least 4 weeks' written notice of the Employee's intention to return to work. The Employer will reinstate the regular Employee in the same classification held by her immediately prior to taking maternity and/or parental leave at the same basic rate of pay.

- e) If a medical condition arises as a result of pregnancy and subsequent delivery as evidenced by medical certificate, she may apply for health related benefits subject to Article 27.

#### 16.02 Adoption Leave

The Employer shall grant adoption leave to an Employee who is the adopting parent of a child and who:

- a) Submits a written notice of leave to the Employer at least 2 weeks before the Employee can reasonably expect to obtain custody of the child being adopted. An Employee shall give 4 weeks notice of intent to adopt.
- b) Adoption leave consists of a period of not more than 52 weeks of leave without pay commencing on the date, which the adoptive parent first obtains custody of the child being adopted.
- c) The Employer shall be given at least 4 weeks written notice of the Employee's intention to return to work. The Employer will reinstate the regular Employee in the same classification held immediately prior to taking adoption leave and at the same basic rate of pay.
- d) Where an Employee is unable to comply with Article 16.02 (a), the Employee shall give written notice to the Employer forthwith after receiving notice of the adoption.

### **ARTICLE 17 - LEAVE OF ABSENCE FOR UNION BUSINESS**

17.01 The Employer may grant Leave of Absence with pay to Employees to attend union conventions, seminars, education classes, or other union business. Where Leave of Absence for Union Business is requested, it is understood that the Union will not request Leave of Absence for more than 2 Employees. 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.

17.02 In the event that an employee becomes a full-time official of the Union, she shall be granted leave of absence for the purpose of carrying out the duties of her office and shall retain her seniority in her department as if she had remained in continuous employment therein. She shall have the right, at any time, upon giving four (4) week's notice, to return to her previous position or to such other position to which she may be promoted by reason of seniority and ability.

## **ARTICLE 18 - BEREAVEMENT LEAVE**

- 18.01 When a death occurs in the immediate family of an Employee, the Employee shall be granted paid bereavement leave of not more than 5 calendar days, commencing or ending with the day of the funeral, or 5 days including the day of the funeral. Pay for such leave is limited to days actually missed from work per the Employee's scheduled working days. Should the day of the internment occur at a later date, the employee shall be entitled to reserve one day of bereavement leave for the internment.
- 18.02 It is agreed that immediate family shall mean the following members of an Employee's family or the family of their spouse, including common-law spouse: wife, husband, child, mother, father, grandfather, grandmother, grandchild, brother, sister, guardian, or same gender partner. Common-law spouse shall mean a person who has cohabited continuously for a period of not less than one (1) year.
- 18.03 An employee may be granted up to a month leave of absence without pay, upon an approved leave from the employer upon the death of an immediate family member.

## **ARTICLE 19 - JURY AND WITNESS DUTY**

- 19.01 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 is repaid by the Employee to the Employer within 30 calendar days. 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 20 - HOURS OF WORK**

- 20.01 The hours of work for regular full time Employees, exclusive of meal times, shall be 7.5 hours per day and 37.5 hours per week averaged over one (1) shift cycle or an equivalent mutually agreed to by the employer and the union.
- 20.02 a) The work week shall be arranged to permit regular Employees to have at least every third weekend off.
- b) Regular employees may voluntarily forego the option of having every third weekend off by providing written notice to the Employer of their desire to work additional hours on their scheduled weekends off. Such hours, if offered by the employer, will be worked at the basic rate of pay, subject to article 21.
- c) Regular part-time Employees will not normally be scheduled to work more than 5 consecutive days with each shift being less than or equal to 7.5 hours subject to Article 4.02 a).
- d) Regular full-time Employees will not normally be scheduled to work more than 6 consecutive days.

e) Days off each week shall be consecutive as far as possible.

20.03 Master shift rotations covering a 4 week to six (6) week period shall be posted 4 weeks in advance of their effective date. Requests by Employees for a specific day off must be submitted to the Director/Designate at least 1 week prior to the posting date of the 4 week schedule during which the day off will occur. If the above is not given the Employer reserves the right to deny the request. Except for casual shifts, or mutually agreed shift changes, once schedules have been posted, no changes will be made by either party without mutual agreement. As much as possible regular employees shall only be scheduled a permanent day, evening or night rotation.

#### 20.04 Lunch or Meal Periods

An unpaid meal period of 30 minutes shall be provided for all Employees working a scheduled shift that is in excess of five (5) hours and such meal period shall be uninterrupted except in the case of emergency.

#### 20.05 Relief Periods

Employees will be allowed one 15-minute relief period in each 4-hour shift or period, without reduction in pay and without increasing the regular working hours.

20.06 Weekend Premiums will be paid at the rate of \$3.00 for all hours worked between 1500 Friday to 0700 Monday.

20.07 A shift differential will be paid at the rate of \$2.00 per hour for all hours worked between 1500 hours and 2300 hours, and at a rate \$3.00 per hour for all hours worked between 2300 hours and 0700 hours.

### **ARTICLE 21 - OVERTIME**

21.01 The Employer shall determine when overtime is necessary and for what period of time it is required. The Director/Designate must authorize all overtime. Any unapproved overtime will not be paid. The employer shall limit mandatory overtime to emergency situations of critical staff shortages and/or critical resident risk.

21.02 a) The rate of 1.5 times the basic rate of pay will be paid for authorized overtime as follows:

- i) All hours in excess of 7.5 hours in any one-day.
- ii) All hours in excess of 75 hours in a two-week pay period.
- iii) When a regular full-time Employee is called to work on their assigned day off.
- iv) All hours exceeding 6 consecutive days without a day off for employees.

- 21.03 When Employees are called back to work after leaving the care centre premises upon completion of their shift, such Employees will receive a minimum of 2 hours pay at straight time rates or actual hours worked at 2 times 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. This clause is not applicable to casual Employees.
- 21.04 Where mutually agreed by the Employer and the regular Employee time off in lieu of overtime equivalent to the actual time worked adjusted by the overtime rate must be taken by December 31<sup>st</sup>. Time in lieu of overtime not taken will be automatically be paid at the applicable overtime rate.
- 21.05 Part-time employees can voluntarily work extra hours up to full time hours without incurring overtime rates.

## **ARTICLE 22 - WAGES**

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

### **22.02 Committee Participation**

The Employer recognizes the importance of Employee participation in committees. Therefore, Employees who are members shall be paid their basic rate of pay when attending Employer established committee meetings outside of their scheduled work hours.

## **ARTICLE 23 - MINIMUM REPORTING ALLOWANCE**

23.01 If an Employee reports for work at the regularly scheduled time for the Employee's shifts, the Employee will be entitled to a minimum of 3 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 3 hours of such available work as the Employer may assign at the Employee's regular rate of pay or such higher rate as may apply to the assigned work; provided further, that this section shall not apply in the case of any labor dispute or emergency such as fire or power shortage which prevents the operation of the care centre, nor shall it apply to Employees returning to work without notice after leave of absence.

## **ARTICLE 24 - PAY DAY**

24.01 The Employer agrees that wages shall be paid on every 2<sup>nd</sup> Friday by direct deposit into the Employee's account at a major banking institution of the Employee's choice. The employee will receive a statement of earnings with all deduction on the day preceding payday.

24.02 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. Overpayment recovery and repayment plans will be made only for errors identified within 6 months from time overpayment occurred. The Employer shall notify the Employee, with a copy to the Union, in writing that an overpayment has been made and discuss the repayment options. By mutual agreement between the Employer and the Employee, repayment arrangement shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to 20 percent of the Employee's gross earnings per pay period. In the event the Employee's employment is terminated prior to the full recovery of the overpayment, the Employer will deduct the full outstanding amount from the Employee's final pay. If the final pay is not great enough to cover the full outstanding amount, the Employee will submit post-dated cheques to pay the full outstanding amounts. The number of post-dated cheques will be upon mutual agreement between the Employer and the Employee.

## **ARTICLE 25 - STATUTORY HOLIDAYS**

25.01 The following days shall be recognized as paid holidays:

New Year's Day	August Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Boxing Day	

25.02 Notwithstanding the foregoing, while:

- a) on layoff; or
- b) in receipt of compensation from the Workers' Compensation Board; or
- c) on other leaves of absence with pay in excess of thirty (30) calendar days for any reason an Employee shall not be entitled to:
  - i) a day off with pay, or
  - ii) payment in lieu thereof,

for the aforementioned Named Holidays.

25.03 To qualify for a Named Holiday with pay, the Employee must have:

- a) Worked for the Employer for at least thirty (30) days in the year before the general holiday;
- b) Worked their last scheduled shift before, and the first scheduled shift after the holiday; and

c) Worked on the Holiday when scheduled or required to do so.

25.04 An Employee shall not be entitled to payment for a named Holiday or a day off in lieu when the Employee is absent for any reason for more than thirty (30) days except when she is on approved vacation.

25.05 All Eligible Employees as per 25.03 and 25.04 who are:

a) Normally scheduled to work on day of the holiday – does not work: The Employee will be paid their regular wages for the day.

b) Normally scheduled to work on day of the holiday –works:

i) The Employee will be paid their regular rate of pay plus time-and-a-half (1.5X) for all hours worked; or

ii) Employee will be paid their regular wages for the day of the holiday and, within three (3) months after the statutory holiday, will be required to take another day off in lieu of the statutory holiday. The replacement holiday will be a day on which the Employee is normally scheduled to work.

c) A Casual Employee not scheduled to work on day of holiday – does not work: The Employee will not be entitled to receive pay for the statutory holiday nor another day off with pay.

d) Casual Employee scheduled to work on day of the holiday – works: Employee will be paid time-and-a-half for all hours worked.

e) Ineligible Employee who does not work on day of the holiday: Employee is not entitled to receive pay for the holiday nor another day off with pay.

f) Ineligible Employee who works on day of the holiday: Employee is entitled to be paid at regular rates of pay for all hours worked.

25.06 All Employees who work an irregular work schedule will be paid according to the following guidelines:

a) If during at least five of the last nine 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 and paid accordingly.

25.07 If a general holiday falls during an Employee's annual paid vacation, and it falls on a day that the Employee would normally have worked, the paid vacation will be extended by one day. Alternatively, the Employee will have the option of taking decreased vacation by one day.

## ARTICLE 26 - VACATION

26.01 Each regular full-time and regular part-time employee covered by this Agreement shall receive the following vacation with pay on the basis of service, with 2015 hours worked being equivalent to one year, as follows.

Up to 4 years of service	116.25 (3 weeks)
5 years up to 20 years of service	155 hours (4 weeks)
Over 20 years of service	193.75 hours (5 weeks)

Vacation shall not accrue during:

- a) Any period of sick leave (paid or unpaid) in excess of 30 days; or
- b) Lay off; or
- c) Leave of Absence without pay; or
- d) An absence while in receipt of Worker's Compensation Benefits over 24 months

For the purpose of calculating eligibility for vacation, the vacation year shall be the period of April 1<sup>st</sup> of any year to March 31<sup>st</sup> of the following year. Calculations of hours worked for vacation entitlement increases shall coincide with the vacation year ending March 31<sup>st</sup>.

26.02 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 Years 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 Employee will be granted such request per unit.

All regular Employee's should indicate their choice of vacation dates by April 1<sup>st</sup>, 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 31<sup>st</sup>, post a schedule of vacation for all regular Employees who have indicated their vacation preference.

- 26.03
- a) Upon successful completion of an Employee's probationary period, the Employee will be entitled to apply for vacation time and use any vacation hours which have been accumulated to date.
  - b) Employees will be entitled to utilize any and all vacation hours which they have accumulated to date.
  - c) Vacation not requested by January 1<sup>st</sup> of the vacation year, will be scheduled by the Employer prior to March 31<sup>st</sup>. Vacations are given to ensure that employees have a rest from work and return to work refreshed.

- d) Full-time and part-time employees may carry forward one week of accrued vacation into the following year. They are required to utilize all other accrued vacation credits (beyond one week) before the end of each year – December 31<sup>st</sup>. An employee may be permitted to carry forward an additional portion of unused vacation to the next year upon approval from their manager.

26.04 All vacation with pay earned in accordance with Article 26.01 shall be paid on the final pay of an Employee whose employment has ended.

26.05 Casual Employee's shall be paid on each pay cheque, in addition to their basic rate of pay, a sum equal to:

- a) Six percent (6%) of their regular earnings during the first (1<sup>st</sup>) to fourth (4<sup>th</sup>) year of employment;
- b) Eight percent (8%) of their regular earnings during each of the fifth (5<sup>th</sup>) to twentieth (20<sup>th</sup>) employment years;
- c) Ten percent (10%) of their regular earnings during each of the twenty first (21<sup>st</sup>) and subsequent employment years.

## **ARTICLE 27 - SICK LEAVE**

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-W.C.B. compensated injury and will be granted to regular Employees on the following basis providing sick leave credits are available. Employees reimbursed by an outside party for time lost shall reimburse their sick leave bank.

- 27.01 a) Effective September 1, 2006, after completion of the probationary period (Article 11.01) Employees 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 1.25 days per month (168 hours) of service and shall be accumulative to a maximum of 80 days.
- b) Regular part-time Employees shall be credited with sick leave credits on a pro-rated basis of regular hours worked.

27.02 Sick leave credits shall not accrue during:

- a) Any period of sick leave (paid or unpaid) in excess of 30 calendar days; or
- b) A layoff; or
- c) A leave of absence without pay.

27.03 Access to sick pay insurance shall cease upon notice of termination or resignation of employment.

- 27.04 a) Regular 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 regular 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 27.01.
- 27.05 a) Employees unable to report for scheduled work on account of personal illness must notify the Employer on the first day of illness before they would normally report to work as follows:
- i) Day Shift: a minimum of 2 hour notice prior to start of shift.
- ii) Evening Shift: a minimum of 2 hours notice prior to start of shift.
- iii) Night Shift: a minimum of 4 hours notice prior to start of shift.
- b) Failure to give adequate notice except in emergency situations will result in loss of sick leave benefits for that day of absence and possible disciplinary action.
- c) During an illness of undetermined length, the Employee will notify the Employer of their progress weekly and provide the Employer with a physician's notice of their readiness to return to work as far in advance as possible.
- d) Sick relief shifts accepted by Employees may be canceled by the Employer, with as much advance notice as possible, when the regular incumbent returns to work.
- 27.06 The Employer may require an Employee absenting themselves on account of personal illness shall, prior to receiving pay for such absent day(s), furnish a medical certificate issued by a qualified medical practitioner certifying the Employee was unable to work due to personal illness.
- 27.07 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 unemployment insurance legislation are available to them, then Employees may apply for leave of absence pursuant to Article 15.01 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 L.O.A. for 2 or more years shall be deemed to be vacant and shall be posted per Article 13.01. 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.

27.08 An Employee unable to complete their shift due to illness will be paid for all sick hours from their sick bank benefits providing there are available hours in the sick bank.

27.09 When a regular Employee accepts any assignment for vacation or sickness relief and then reports sick for such assignment, the Employee shall not be entitled to utilize sick leave credits for any additional hours created by such assignment. This article shall not apply to a temporary vacancy and the resultant appointment made under article 13.03.

## **ARTICLE 28 - HEALTH CARE AND INSURANCE PROVISIONS**

28.01 Effective the date of ratification of this contract, the Employer shall facilitate the procurement, by Regular Employees, of insurance protection by way of participation in group insurance plans, subject to the enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued or implemented:

- a) Desjardins Group Benefit Plan, or equivalent, which provides eighty percent (80%) direct payment provision for all physician or dentist prescribed medication;
- b) Alberta Health Care Insurance Plan;
- c) A benefits plan inclusive of:
  - i) Group Life Insurance (Basic)
  - ii) Accidental Death and Dismemberment (Basic)
  - iii) Desjardins Group Benefit Plan, or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Dental Fee Guide or equivalent. A maximum annual reimbursement of fifteen hundred dollars (\$1500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1500) per insured person.
  - iv) Effective January 1, 2013, vision coverage of \$200 per insured person every twenty-four months.
  - v) Effective October 31, 2017, Long Term Disability (LTD) providing; sixty-six point sixty-seven percent (66.67%) of monthly earnings, up to maximum of two thousand (\$2,000.00) for a maximum benefit period of five (5) years.

28.02 Enrolment by:

- a) Regular Full-Time Employees;
- b) Regular Part-Time Employees, whose regular hours of work exceed twenty (20) hours per week averaged over one (1) complete cycle of shift schedule; and

Shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

28.03 With the exception of LTD, the premium costs shall be shared, sixty percent (60%) by the Employer and forty percent (40%) by the Employee.

- a) Effective October 31, 2018, with the exception of LTD, the premium costs shall be shared, sixty-five percent (65%) by the Employer and thirty-five percent (35%) by the Employee.
- b) In accordance with article 28.01 (v) the premium costs for LTD shall be shared, sixty percent (60%) by the Employee and forty percent (40%) by the Employer.

28.04 The Employer shall make available to eligible Employees brochures outlining the above plans.

28.05 The Employer, will provide one (1) copy of each of the plans to the Union.

28.06 The Employer shall notify the union of any changes to the carriers of the health benefits plans.

## **ARTICLE 29 - LAYOFF AND REHIRE**

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

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

29.02 The Employer shall notify Regular Employees to be re-assigned or laid off in accordance with Article 29.01 at least fourteen (14) calendar days before the layoff or re-assignment is to be effective. If the Employee who has received layoff notice is not provided with an opportunity to work during the notice period, such Employee shall be paid an amount equal to the wages the Employee would have earned, had she worked her regular hours of work in the fourteen (14) calendar day period. If such Employee is assigned duties other than those normally connected with the classification in question during the notice period, the Employee shall not be paid less than the amount of wages she would have been entitled to receive had such Employee not been provided with an opportunity to work during the notice period. The employer recognizes that employees not recalled after twelve (12) months, may be eligible for further notice of termination in accordance with Alberta Employment Standard.

- 29.03 No new full time or part time Employees will be hired while there are other Employees on layoff as long as laid off employees have the qualifications to perform the work required and are available to do so.
- 29.04 a) Employees on lay off shall be recalled in order of their seniority providing the Employee has the skill and ability to do the job.
- 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 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 5 days of such signification, except when an Employee is required to give up to 2 weeks' notice to another Employer.
- c) Regular 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 30 - DISCIPLINE AND DISMISSAL**

- 30.01 Written disciplinary notice may be given to Employees for poor conduct or unsatisfactory job performance.
- a) This does not prevent immediate dismissal for just cause, subject to the grievance procedure.
  - b) Copies of all disciplinary notices shall be forwarded to the Union within 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 24 hours of being presented.
  - c) The Employee shall have the right to have a Local Union Representative present at the discussion of the written disciplinary notice with the Employer.
- 30.02 An Employee absent for 3 days without notifying the Employer shall be considered to have abandoned their position and subsequently be terminated by the Employer, unless such notice was not reasonably possible.
- 30.03 Upon service of at least 1 day's notice, an Employee shall have the right to review their personnel file, in the presence of an Employer representative once each year or when the Employee has filed a grievance.

30.04 24 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 24-month period.

Under no circumstances will the record of disciplinary action as a result of resident mistreatment be removed from the Employee file, unless the discipline has been overturned by the grievance procedure/arbitration.

### **ARTICLE 31 - RESIGNATIONS**

31.01 If an Employee wishes to resign their employment, they shall give the Employer written notice of at least:

- a) 1 week if they have been employed by the Employer for more than 3 months but less than 2 years; or
- b) 2 weeks if they have been employed by the Employer for 2 years or more.

31.02 The Employee shall return any company property distributed for the purpose of doing their job. The Employer reserves the right to withhold the final pay until all company property has been returned.

### **ARTICLE 32 - JOB DESCRIPTIONS**

32.01 Up-to-date job descriptions shall be available to all Employees and to the Union.

32.02 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 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.

32.03 Should the Employer introduce a new classification within the bargaining unit, the Union will be notified and provided the opportunity to have input.

### **ARTICLE 33 - HEALTH AND SAFETY**

33.01 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 care centres.

33.02 A joint Employer and Union Health and Safety Committee shall be established, with representation from each department of the care centre and at least 1 of such representatives shall be members of the bargaining unit, fully approved by the Union.

The committee shall identify areas of potential risk, 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 regards to these matters.

33.03 The committee shall normally meet at least once a month 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.

33.04 The Union and the Employer agree to encourage their members and Employees to cooperate fully in the observation and participation of all safety rules and practices.

#### **ARTICLE 34 - TRANSPORTATION ALLOWANCE**

34.01 Effective the date of ratification and upon approval of General Manager or designate, an Employee required to use their personal vehicle in the performance of their duties shall be paid an allowance of \$0.44 per kilometer.

#### **ARTICLE 35 - R.R.S.P.**

35.01 The following items are agreed to be components of the group Retirement Plan:

- a) Effective September 1, 2006, Employees may contribute up to 2 percent (2%) of earnings. The Employer will match the Employee's contribution up to 2 percent (2%) of earnings.
- b) Regular full-time and part-time Employees, whose regular hours of work exceed twenty (20) hours per week arranged over one (1) complete cycle of the shift schedule, are eligible to participate in the plan.
- c) An Employee will be eligible to join the Plan upon successful completion of six (6) months of service or one thousand and seven and one-half (1007.5) hours worked, whichever is greater.
- d) Participation in the plan is voluntary.

35.02 Upon meeting the eligibility requirements as per article 35.01 an employee may join the plan and contribute up to 2 percent (2%) of earnings. The Employer will match the Employee's contribution up to 2 percent (2%) of earnings.

- a) Employees who, on the 1<sup>st</sup> day of the month following the month of their anniversary date, have completed:

- i) Five (5) years of service may contribute up to 2.5 percent (2.5%) of earnings. The Employer will match the Employee's contribution up to 2.5 percent (2.5%) of earnings.
- ii) Ten (10) years of service may contribute up to 3 percent (3%) of earnings. The Employer will match the Employee's contribution up to 3 percent (3%) of earnings.

**ARTICLE 36 - UNION MANAGEMENT COMMITTEE**

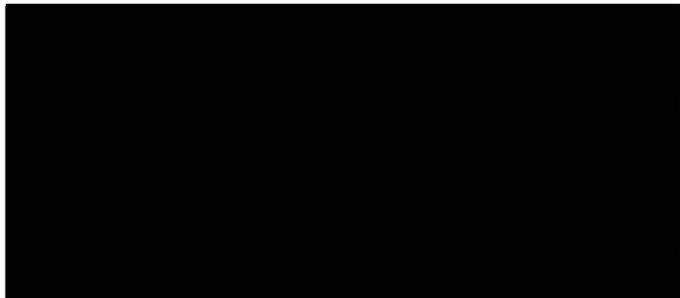
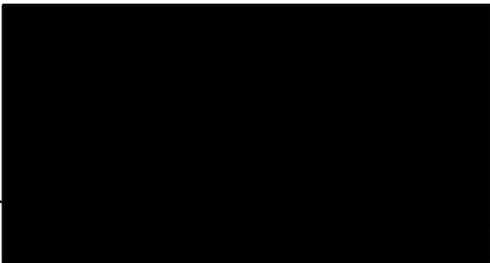
36.01 A Union Management Committee shall be established consisting of no more than 3 representative of the Union plus the National Representative and 3 representatives of the Employer. The committee shall meet on an ongoing basis to discuss matters of mutual concern.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

Signed this 13<sup>th</sup> of October, 2016

**ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 8**

**ON BEHALF OF  
AGECARE CORPORATE  
(Beverly Centre Lake Midnapore)**



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## SALARY SCHEDULE "A"

Health Care Aide (HCA)  
Recreation Aide (RTA)  
Rehabilitation Assistant (PTA)

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hours	Start	520	2,535	4,550	6,565	8,580	10,595	12,610	14,625
September 1, 2015	17.86	18.15	18.79	19.42	19.98	20.64	21.10	21.73	22.38
Effective first pay period after September 1, 2016	18.29	18.59	19.24	19.89	20.46	21.14	21.61	22.25	22.92
Effective first pay period after September 1, 2017	18.65	18.96	19.63	20.28	20.87	21.56	22.04	22.70	23.38

### Retroactivity

Within 90 days of the date of ratification, the Employer will make a payment to address retroactivity, at the rate of one point five percent (1.5%) on all hours worked between the first pay period after Sept 1, 2015 and the first pay period after Sept 1, 2016. This payment will be made to all current employees as of the date of ratification.