

FIRST COLLECTIVE AGREEMENT

between



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 8**

and



**HCN-Revera Lessee (McKenzie Towne) LP
by its general partner HCN-Revera Lessee
(McKenzie Towne) GP Inc. operating as
“McKenzie Towne”
(General Support Services)**

May 10, 2022 – December 31, 2024



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.....	4
ARTICLE 9 - NO DISCRIMINATION OR HARASSMENT.....	5
ARTICLE 10 - UNION REPRESENTATION.....	5
ARTICLE 11 - GRIEVANCE PROCEDURE.....	6
ARTICLE 12 - MEDIATION AND ARBITRATION.....	8
ARTICLE 13 - SENIORITY.....	10
ARTICLE 14 - PROBATION.....	11
ARTICLE 15 - JOB POSTING, PROMOTIONS, TRANSFERS, VACANCIES.....	12
ARTICLE 16 - BULLETIN BOARDS.....	13
ARTICLE 17 - GENERAL LEAVE OF ABSENCE.....	13
ARTICLE 18 - MATERNITY AND PARENTAL LEAVE.....	13
ARTICLE 19 - UNION LEAVE.....	14
ARTICLE 20 - BEREAVEMENT LEAVE.....	14
ARTICLE 21 - JURY AND WITNESS DUTY.....	15
ARTICLE 22 - HOURS OF WORK.....	15
ARTICLE 23 - LUNCH OR MEAL PERIODS.....	16
ARTICLE 24 - OVERTIME.....	16
ARTICLE 25 - WAGES.....	16
ARTICLE 26 - MINIMUM REPORTING ALLOWANCE.....	16
ARTICLE 27 - PAY DAYS.....	17
ARTICLE 28 - PAID HOLIDAYS.....	17
ARTICLE 29 - VACATION.....	18
ARTICLE 30 - SICK LEAVE.....	19
ARTICLE 31 - HEALTH CARE AND INSURANCE PROVISIONS.....	20
ARTICLE 32 - LAYOFFS AND RECALL.....	21
ARTICLE 33 - DISCIPLINE AND DISMISSAL.....	23
ARTICLE 34 - RESIGNATIONS.....	23
ARTICLE 35 - JOB DESCRIPTIONS.....	24
ARTICLE 36 - HEALTH AND SAFETY.....	24
ARTICLE 37 - UNION MANAGEMENT COMMITTEE.....	25
ARTICLE 38 - GENERAL.....	25
ARTICLE 39 - UNIFORMS.....	25
ARTICLE 40 - REGISTERED RETIREMENT SAVINGS PLAN.....	25
SCHEDULE "A" – WAGES.....	27

ARTICLE 1 - PREAMBLE

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

ARTICLE 2 - PURPOSE

- 2.01 It is the purpose of both parties to this Agreement:
- (a) To maintain an orderly collective bargaining relationship between the Employer and its employees;
 - (b) To recognize the value of joint discussions and negotiations;
 - (c) To encourage efficiency in operations;
 - (d) To provide a mechanism for the amicable adjustment of grievances which may arise.

ARTICLE 3 - TERM OF AGREEMENT

- 3.01 This Agreement shall continue from date of ratification to December 31, 2024. Either party shall be entitled to give notice in writing to the other party as provided in the *Alberta Labour Relations Code*, of its desire to bargain with a view to the renewal of the expiring Agreement at any time, not less than sixty (60) days, and not more than one hundred twenty (120) days preceding the expiry of the term of the collective agreement, or within any longer period that may be provided for in the collective agreement, by notice in writing, require the other party to the collective agreement to commence collective bargaining.

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 Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of HCN-Revera Lessee (McKenzie Towne) LP by its general partner HCN-Revera Lessee (McKenzie Towne) GP Inc. operating as "McKenzie Towne" (General Support Services), located at 20 Promenade Park SE, Calgary, AB, T2Z 4G4, pursuant to Certificate #C1942-2021 issued in accordance with the Alberta Labour Relations Board, save and except, Sales Consultants, Supervisors, and those above the rank of Supervisor. 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 No Competition

An Employee may not enter into a financial arrangement with a resident and/or their responsible party (pertaining to the resident) to provide services with whom the Employer has a contractual relationship.

5.03 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 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, benefits, and sick leave on a prorated basis.
- 6.03 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 A 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 A Casual Employee means an employee who is called to work on a call-in basis for relief purposes, but who does not work a regular schedule or does so for only a specified time. 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.
- 6.06 The words biweekly period shall mean the two (2) calendar weeks constituting a pay period.
- 6.07 The word "Employee" in this Agreement shall mean the Employees of the Employer for whom the Union is the bargaining agent.
- 6.08 Wherever the word "Executive Director" is used in this Agreement, it shall be considered as meaning the Executive Director or their designate.

- 6.09 The word "Residence" in this Agreement shall refer to McKenzie Towne Retirement Residence located at 20 Promenade Park SE, Calgary, AB T2Z 4A5.
- 6.10 It shall be the responsibility of the Employee to keep the Employer informed of their current address and other contact information (i.e., email, mobile #, etc.), in case it is necessary to notify any Employee of any matter under this Agreement.

ARTICLE 7 - UNION SECURITY

- 7.01 Each of the parties hereto agree 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 will, as a condition of continued employment, become and remain members of the Union, according to the Constitution and Bylaws 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 than the fifteenth (15th) 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 include the Employee's name, address, phone numbers, personal email address (if available), 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 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 Work of the Bargaining Unit
Persons outside the bargaining unit shall not perform duties by Employees in the bargaining unit except in cases of instruction, training, experimentation or in emergency cases where bargaining unit Employees are not readily available.
- Notwithstanding the above, it shall be a violation of this article when management employees perform bargaining unit duties that they normally and usually performed prior to the date of this assignment.
- 7.07 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 recognizes and acknowledges that all management rights and prerogatives and the direction of the working forces and the management of the Employer's enterprise are vested exclusively with the Employer and without limiting the generality of the foregoing the exclusive functions of the Employer shall include the following:
- (a) to operate and manage its business in every and in all respects;
 - (b) to maintain order, discipline, efficiency amongst its employees and in connection therewith to establish and enforce reasonable rules, regulations policies and practices from time to time;
 - (c) to select, hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim that an employee who has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided: to determine whether vacancies exist and to hire persons to fill vacant positions or newly created positions;
 - (d) to have the right to plan, direct and control the work of the employees, the operations of the Employer, and the schedules and procedures of work. This includes the right to introduce new methods, the materials or goods to be used, including the method of operating and control of those materials and goods, facilities, machinery, technology, and equipment, and to direct and control the amount of supervision necessary, to combine or split up departments, work locations, work schedules, and to increase or reduce personnel in any particular area, or in the whole, and the number of employees required for the Employer's purposes and to reduce or increase normal hours of work per day or per week and to determine starting and quitting times; to assign employees to shifts as required;
 - (e) to determine the number of shifts, job content and requirements, quality standards, the qualifications of employees; to select and retain employees for positions excluded from the bargaining unit;
 - (f) to establish standards of service; to amend or modify standards; to determine new methods to be used; to determine the requirements of a job and the qualifications of an employee to perform the work required.
- 8.02 The Employer will exercise its management rights in accordance with the Collective Agreement.
- 8.03 Failure by the Employer to exercise any of its management rights shall not be considered as abandonment of any such rights.

ARTICLE 9 - NO DISCRIMINATION OR HARASSMENT

- 9.01 The Union, Employer and Employees agree that the Residence should be free from discrimination, harassment, and violence. 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 up to 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 Employees 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 have access to the Employer's premises in order to investigate and assist in any labour relations matter. 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 three (3) Stewards 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 outlined 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 an authorized Union Representative at each step of the grievance procedure. Only one (1) Union Representative may assist the Employee at any time unless there is mutual agreement for a second (2nd) Union Representative to attend.
- (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. If either party fails to comply with the applicable stages and time limits set out as follow, the grievance will proceed according to the required time limits to the next succeeding stage of the grievance procedure. 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 - MEDIATION AND ARBITRATION

12.01 Grievance Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within twenty-one (21) days after the Employer's written decision has been rendered at the Step prior to Arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance Mediation shall commence at a time mutually agreed.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The Parties shall agree on a Mediator.

- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of proceeding shall be made, and legal counsel shall not be used by either party.
- (f) The Mediator will have the authority to meet separately with each party.
- (g) If no settlement is reached following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions in the Collective Agreement. In the event that a grievance that has been mediated subsequently progresses to Arbitration, no person serving as the Mediator may serve as an Arbitrator without the permission of both the Union and the Employer. Nothing said or done by the Mediator may be referred to at Arbitration notwithstanding the exception indicated above.
- (h) The Union and Employer will share the cost of the Mediator, if any.

12.02 Arbitration

- (a) 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 a Sole Arbitrator within thirty (30) days of receipt of the reply of the final step.

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 a list of three (3) suggested arbitrators to act as a Sole Arbitrator. Within seven (7) days of receiving this notice, the party receiving the notice shall inform the other party of agreement to one (1) of the suggested arbitrators or provide a list of three (3) alternate arbitrators.

Where the parties cannot agree on the Sole Arbitrator, either party may request that (Alberta) Mediation Services make the appointment.
- (b) Notwithstanding the foregoing provision respecting the engagement of a Sole Arbitrator, if the parties agree, a Board of Arbitration shall be chosen to act in the same capacity and having the same powers as a Sole Arbitrator. The party seeking the establishment of a Board of Arbitration shall notify the other party within thirty (30) days of receipt of the reply of the final step of the Grievance Procedure, of its intention to proceed to Arbitration and at the same time shall name its nominee.

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.

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.
- (c) 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 Sole Arbitrator or Chairperson equally.

- (d) The Sole Arbitrator, or the Board of Arbitration, shall not have any power to 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 it is determined that an Employee has been discharged or otherwise disciplined for cause, the Sole Arbitrator, or Board of Arbitration, may substitute some other penalty for the discharge or discipline that they deem to be just and reasonable in all the circumstances.
- (e) Should the parties disagree as to the meaning of the Arbitration 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.
- (f) No person shall be selected as a Sole Arbitrator or Chairperson who has been directly involved in attempts to negotiate or settle the grievance or the Collective Agreement in force at the time the grievance arose, unless mutually agreed to by the Employer and the Union.

ARTICLE 13 - SENIORITY

13.01 Seniority Accrual

Full-time and Part-time Employees will accumulate seniority on the basis of 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 in each classification. The list will be based on the number of hours worked in that classification.

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 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.

13.05 A Part-time Employee and Temporary Employee cannot use seniority for the purpose of bumping a Full-time Employee.

ARTICLE 14 - PROBATION

14.01 A newly hired employee shall be known as a probationary employee until they have actually worked and successfully completed a period of four hundred and fifty (450) hours worked. The parties may also agree to mutually extend the probationary period.

The discharge of a probationary Employee is at the absolute discretion of the Employer. However, the probationary Employee may grieve their discharge up to Step 3 of the Grievance Procedure as set out in Article 11. It is agreed that the probationary period is for the purpose of training Employees and to allow the Employer to assess Employee's suitability for continued employment. The Employer agrees not to act in bad faith in the application of this provision.

14.02 On or before the expiry of the probationary period, the Employer will confirm to the employee the decision to:

- (a) Confirm their appointment as having completed their probation; or
- (b) Terminate the employee.

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 Employees who wish to apply for a posted position must submit an application in writing to the Employer within the seven (7) days period referred to in Article 15.01.

In filling postings under Article 15.01, the Employer shall consider the qualifications, experience, and ability of the applicants to perform the work efficiently. Where these factors are equal, the applicant with the greatest seniority shall be the one selected to fill the vacancy. The Employer will first give consideration to applicants for full-time employment from existing Part-time Employees, providing they are willing, have acceptable job performance and attendance history and meet the posted qualification requirements for the position. If the applicants are not qualified to perform the work required, the Employer has the right to fill the vacancy externally. The Employer will post notice of the successful applicant on the Union bulletin board.

- 15.05 A successful applicant in a new classification will undergo a trial period for a period of four hundred and eighty-eight (488) hours worked.
- 15.06 The successful applicant shall become permanent at the end of the trial period unless:
- (a) the employee, at any time within the trial period, feels that they are not suitable for the position, and wishes to return to their former position; or
 - (b) the Employer, at any time within the trial period, feels that the employee is not suitable for the position and requires that they return to their former position.
 - (c) in the event of either (a) or (b) above, the employee will return to their former position. Any other employee transferred as a result of the rearrangement of positions shall also be returned to their former position.

ARTICLE 16 - BULLETIN BOARDS

16.01 The Employer shall provide a separate bulletin board for Union use and ensure that it is placed in a location that the Employees named in the certificate 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 The Employer may grant a request for a leave of absence without pay for personal reasons, provided the Employer receives at least three (3) weeks' notice in writing (except in case of emergency) and provided that such leave may be arranged without undue inconvenience to the normal operations. Applicants when applying must indicate the reason for the leave of absence, the date of departure and specify the date of return. The Employer will reply to the request in writing with a copy to the Union. Such requests shall not be unreasonably denied.
- 17.02 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.
- 17.03 No employee will accumulate seniority, vacation allowances, be paid for paid holidays (if the leave is in excess of thirty (30) calendar days), nor will any other benefits in this Agreement accrue or be paid while the employee is on general leave of absence, but seniority and other accumulated credits established at the point of leave will be reinstated upon return to work unless legislation stipulates otherwise.
- 17.04 The Employer will comply with the requirements of the Alberta *Employment Standards Code* with respect to applicable statutory job-protected leaves.

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 least 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 Subject to operational requirements, leave of absence without pay and without loss of seniority shall be granted by the Employer to no more than two (2) Employees from the same classification and shift at a time in order to attend 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 Upon the death of an Employee's spouse (including Common-law Spouse or Same Sex Partner) or child, they will be eligible for a leave up to a maximum of five (5) consecutive calendar days. Upon the death of an Employee's immediate family, they will be eligible for a leave up to a maximum of three (3) consecutive calendar days. Immediate family member includes parent, mother-in-law, father-in-law, stepparent, grandparent, sister, brother, sister-in-law, brother-in-law, grandchild.

If any of these days fall on scheduled working days, the Employee will be eligible to receive up to a maximum of three (3) days without loss of pay ending five (5) consecutive calendar days from the date of the death.

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.

The Employer may request satisfactory proof from the Employee of the need for bereavement leave and/or the extra days outlined above.

The Employer agrees to adhere to Alberta *Employment Standards* as may change from time to time.

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 Employees who are currently working a fixed shift, shall be given two (2) weeks' notice of a change of rotation.
- 22.05 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.
- 22.06 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.
- 22.07 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 Rest Period

An Employee working five (5) hours or more will be entitled a half (½) hour unpaid rest period within the shift. The unpaid rest period will be uninterrupted, except in cases of emergency.

Should an employee be recalled to duty during their rest period, the time that they missed from their meal period shall be provided later in the shift

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

ARTICLE 24 - OVERTIME

24.01 The Employer shall determine when overtime is necessary and for what period of time it is required. All overtime must be authorized by the Employer.

24.02 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 (1) 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.

ARTICLE 25 - WAGES

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

ARTICLE 26 - MINIMUM REPORTING ALLOWANCE

26.01 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.

ARTICLE 27 - PAY DAYS

27.01 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 28 - PAID HOLIDAYS

28.01 The following shall be recognized as paid holidays:

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

28.02 There will be no more than eleven (11) paid holidays per calendar year for the duration of this collective agreement. In the event that an additional Federal, Provincial or Municipal holiday is proclaimed, such holiday shall replace one of the named holidays above as agreed by the parties.

28.03 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.

28.04 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.

ARTICLE 29 - VACATION

29.01 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 September 30th 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 October 31st, post a schedule of vacation for all Employees who have indicated their vacation preference. All vacation requests shall be either accepted or rejected in writing within fourteen (14) days following receipt of the written request, but not earlier than October 31st.

29.02 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 29.02 a) the Employer may, subject to operational requirements, grant vacations in less than five (5) working days blocks.

29.03 For the purpose of calculating eligibility for vacation, the vacation year shall be the period January 1st to December 31st. A year of service for vacation accumulation purposes is equivalent to one thousand nine hundred fifty (1950) hours worked. Vacation earned in one vacation year is taken in the next vacation year.

29.04 Full-time and Part-time Employee Vacation Entitlement

<u>Seniority Hours</u>	<u>Vacation Entitlement</u>
0 – 1950	One (1) day per 163 hours (to a max of 10 days)
1951 – 5850	Two (2) weeks (4%)
5851 – 15600	Three (3) weeks (6%)
15601 – 29250	Four (4) weeks (8%)
29251+	Five (5) weeks (10%)

29.05 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.

29.06 Casual Employees shall receive vacation pay on their bi-weekly pay outlined below. A year of service for vacation accumulations is equivalent to one thousand nine hundred fifty (1950) hours worked. The vacation year runs from January 1st to December 31st.

<u>Length of Service</u>	<u>Vacation Entitlement</u>
Start	4%
After Two (2) years	6%
After Eight (8) years	8%
After Fifteen (15) years	10%

ARTICLE 30 - SICK LEAVE

30.01 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.

30.02 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 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 fifty-two point five hours (52.5) sick leave hours.
- 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 four point three seven five (4.375) hours per month worked to a maximum of with fifty-two point five hours (52.5) sick leave hours.

c) Non-Benefit Eligible Part-time Employees shall, at the beginning of each calendar year, be credited with twenty-two point five (22.5) sick leave hours for personal illness after the completion of the probationary period. This amount will be prorated for employees who complete their probationary period part way through the year.

30.03 The Employer may require an Employee absenting themselves on account of personal illness to furnish a doctor's note issued by a qualified medical practitioner certifying the Employee was unable to work due to personal illness.

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

30.05 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.
- 30.06 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
- 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.
- 30.07 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.
- 30.08 Sick days accruals may not be paid out or carried over from one (1) calendar year to another.

ARTICLE 31 - HEALTH CARE AND INSURANCE PROVISIONS

- 31.01 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.

Vision

Effective January 1, 2023, 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 32 - LAYOFFS AND RECALL

32.01 Layoff Definition

A layoff shall be defined as:

- (a) the permanent reduction of one (1) or more Employees; or
- (b) the reduction in the working hours, in an Employee's regular schedule, of more than five (5) hours per week.

32.02 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 and the following will be supplied:

- Bi-weekly 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 - Employees with no available positions will receive working notice or pay in lieu of notice, at the discretion of the Employer, pursuant to the *Alberta Employment Standards Code*.

Step 5 - 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.

- (c) The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications of an Employee to perform the work for the purposes of the article, the Employer shall not act in an arbitrary or unfair manner. Any dispute can be referred to arbitration.
- (d) No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision.
- (e) It is the sole responsibility of the Employee who has been laid off to notify the Employer of her/his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work. The Employee is solely responsible for her/his proper address being on record with the Employer.

- (f) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (g) A laid-off post Probationary Employee shall retain the rights of recall for a period of eighteen (18) months.

ARTICLE 33 - DISCIPLINE AND DISMISSAL

33.01 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.
- (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 Employer shall remind Employees of their right to have a Union Representative present at the discussion and presentation of the written disciplinary notice with the Employer.

33.02 Any disciplinary letter of reprimand, suspension or other disciplinary sanction shall be removed from the record after a period of twenty-four (24) months, provided that there has been no subsequent discipline during the twenty-four (24) month period. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twenty-four (24) month period noted above.

33.03 Access to Personnel File

An Employee may request, in writing, an opportunity to view their personnel file in the presence of their Supervisor or delegated representative. The request shall be made at least one (1) week in advance of the review. The information the employee may review will be their application form, any written evaluation or formal disciplinary notations or incident reports in the file.

ARTICLE 34 - RESIGNATIONS

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

ARTICLE 35 - JOB DESCRIPTIONS

- 35.01 Up-to-date job descriptions shall be available to all Employees.
- 35.02 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.
- 35.03 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 36 - HEALTH AND SAFETY

- 36.01 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.
- 36.02 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.
- 36.03 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 37 - UNION MANAGEMENT COMMITTEE

37.01 An equal number of representatives of each party as mutually agreed shall meet at a time and place satisfactory to both parties. A request for a meeting hereunder will be made in writing at least one (1) week prior to the date Proposed and accompanied by an agenda of matters that are to be discussed, which shall not include matters that are properly the subject of grievances or negotiations for the amendment or renewal of the Agreement.

Any representative(s) attending such meeting during their regular scheduled hours of work shall not lose regular earnings as a result of such attendance.

ARTICLE 38 - GENERAL

38.01 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.

38.02 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 39 - UNIFORMS

39.01 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.

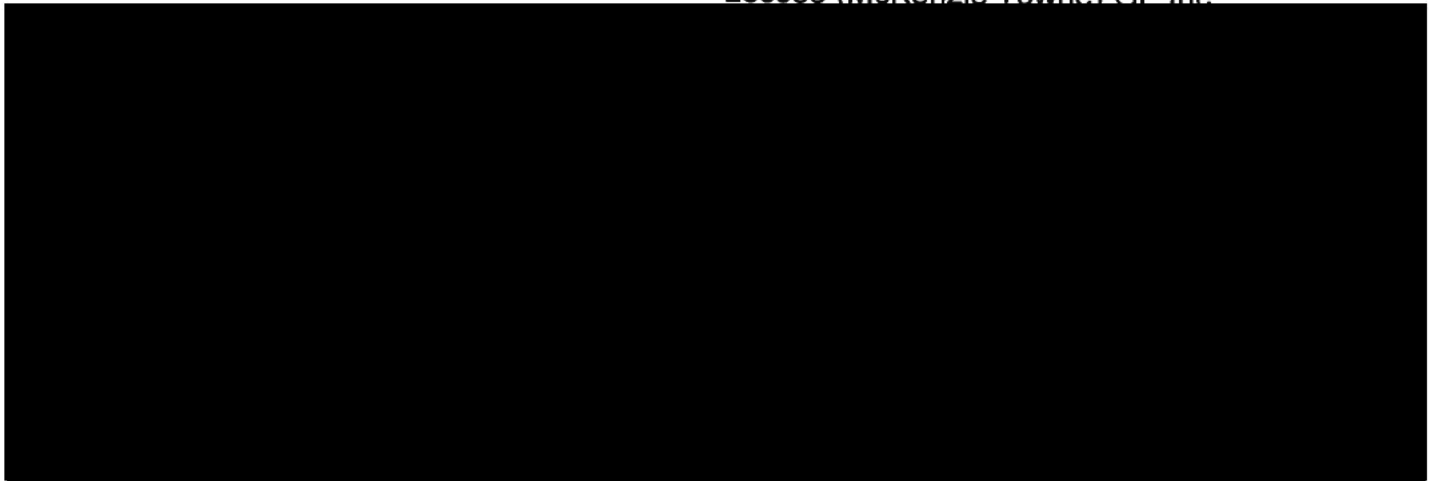
39.02 The Employer shall provide a uniform allowance for all employees who are required by the Employer to wear a uniform which shall be paid at the rate of eight cents (\$0.08) per hour paid. The uniform allowance will be payable on a bi-weekly basis.

ARTICLE 40 - REGISTERED RETIREMENT SAVINGS PLAN

40.01 Effective June 1, 2022, the Employer will provide 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 one percent (1.0%). Participation in the plan is open to full-time and part-time employees (Benefit Eligible).

Signed on behalf of Canadian Union of
Public Employees, Local 8

Signed on behalf of HCN-Revera
Lessee (McKenzie Towne) LP
by its general partner HCN-Revera
Lessee (McKenzie Towne) GP Inc



Date

1st June 2022

JUNE 1, 2022

Date

SCHEDULE "A" – WAGES

Classification	Steps	27-Jul-21 2.0-2.5%	01-Jan-23 2.0-2.5%	01-Jan-24 2.0-2.5%
Housekeeping Aide Dietary Aide	Start	\$16.22	\$16.62	\$17.04
	Step 1 (450 Hours)	\$16.72	\$17.14	\$17.57
	Step 2 (1950 Hours)	\$17.23	\$17.66	\$18.10
	Step 3 (3900 Hours)	\$17.95	\$18.40	\$18.86
Receptionist	Start	\$16.46	\$16.87	\$17.29
	Step 1 (450 Hours)	\$16.96	\$17.38	\$17.81
	Step 2 (1950 Hours)	\$17.49	\$17.93	\$18.38
	Step 3 (3900 Hours)	\$18.22	\$18.68	\$19.15
Recreation Aide Assistant Cook Environmental Services Assistant	Start	\$19.55	\$19.94	\$20.34
	Step 1 (450 Hours)	\$20.16	\$20.56	\$20.97
	Step 2 (1950 Hours)	\$20.79	\$21.21	\$21.63
	Step 3 (3900 Hours)	\$21.64	\$22.07	\$22.51
Cook	Start	\$22.52	\$22.97	\$23.43
	Step 1 (450 Hours)	\$23.22	\$23.68	\$24.15
	Step 2 (1950 Hours)	\$23.93	\$24.41	\$24.90
	Step 3 (3900 Hours)	\$24.93	\$25.43	\$25.94
Recreation Therapist	Start	\$25.59	\$26.10	\$26.62
	Step 1 (450 Hours)	\$26.11	\$26.63	\$27.16
	Step 2 (1950 Hours)	\$26.64	\$27.17	\$27.71
	Step 3 (3900 Hours)	\$27.18	\$27.72	\$28.27