

# COLLECTIVE AGREEMENT

between

***Bloom Limited Partnership  
o/a AgeCare Riverview***

and

United Food and Commercial Workers  
***Canada*** Union, Local ***No. 401***

April 1<sup>st</sup>, **2019** – March 31<sup>st</sup>, **2023**

<u>Table of Contents</u>		
<u>Article</u>	<u>Description</u>	<u>Page #</u>
1	Preamble	1
2	Management Rights	2
3	Recognition and Negotiation	3
4	No Discrimination/ <b><i>Harassment</i></b>	4
5	Union Membership and Check Off	5
6	Hours of Work	6
7	Overtime	9
8	Shift Work	11
9	Seniority	11
10	Promotions and Staff Changes	15
11	Layoffs and Recalls	17
12	Leaves of Absence	18
13	Annual Vacation	23
14	General Holidays	25
15	Health & Welfare	27
16	Bulletin Boards	33
17	Job Classification	33
18	Payment of Wages	35
19	Grievance Procedure	36
20	Discharge and Discipline	42
21	Uniform Allowance	42
22	Salaries and Wages	43
23	Registered Retirement Savings / Pension Plan	44
24	Term of Agreement	44
25	Health & Safety	45
26	Workers Compensation	46
<b>27</b>	<b><i>Joint Labour Management Committee</i></b>	47
	Appendix "A" – Rates of Pay	49
	Letters of Understanding	51

[Click Here for Shareable Links](#)

<u>Alphabetical Index</u>		
<u>Description</u>	<u>Article</u>	<u>Page #</u>
Agreement - Re: Grievance	19.10	39
Amending of Time Limits	19.17	41
Annual Cut-Off Date	13.01	23
Annual Vacation	13	23
<b>Arbitration Procedure</b>	19.12	40
Bereavement Leave	12.03	19
Bulletin Boards	16	33
Call-In	7.04	10
<b>Casual Employees - Vacation</b>	<b>13.02</b>	23
Current Employee Dental and Health Benefits Enrollment - Letter of Understanding "C"	LOU "C"	56
Decision of the Arbitrator	19.14	40
Definition of Grievance	19.04	36
Dental Plan	15.11	30
Disagreement on Decision	19.15	41
Discharge and Discipline	20	42
Evening Shift Premium	<b>6.14</b>	9
Exclusion of Saturdays, Sundays, <b>Days Off</b> , & Paid Holidays	19.06	38
Expenses of the Arbitration	19.16	41
Facilities for Grievance	19.07	39
Float Pool for <b>Health Care</b> Aides - Letter of Understanding "A"	LOU "A"	51
General Holidays	14	25
Grievance Procedure	19	36
Health & Safety	25	45
Health & Welfare	15	27
Health Plan	15.01	27
Health Spending Account	<b>15.14</b>	32
Hours of Work	6	6
Job Classification	17	33
<b>Joint Labour Management Committee</b>	<b>27</b>	47

Jury Duty	12.05	21
Layoffs and Recalls	11	17
Leave of Absence - Union Business	12.07	21
Leaves of Absence	12	18
Life Insurance	15.10	30
Management Rights	2	2
Maternity Leave	12.04	21
Mutually Agreed Changes	19.08	39
Names of Union Representatives and Stewards	19.02	36
Night Shift Premium	<b>6.13</b>	9
No Discrimination/ <i>Harassment</i>	4	4
Occupational Classification and Rates of Pay for "Nursing Aide" - Letter of Understanding "B"	LOU "B"	54
<b>Other Unpaid Leaves of Absence</b>	<b>12.08</b>	22
Overtime	7	9
Payment of Wages	18	35
Permission to Leave Work	19.03	36
Personal <i>and Family Responsibility</i> Leave	15.09	30
Personal Leave of Absence	12.01	18
Preamble	1	1
Promotions and Staff Changes	10	15
Rates of Pay	Appendix "A"	49
Recognition and Negotiation	3	3
Recognition of Previous Experience Service	22.02	43
Recognition of Union Stewards and Grievance Committee	19.01	36
Registered Retirement Savings / Pension Plan	23	44
Salaries and Wages	22	43
Seniority	9	11
Settling of Grievance	19.05	37
Shift Work	8	11
Sick Leave Insurance	15.02	28
Temporary Interdepartmental Transfer	10.05	16

Term of Agreement	24	44
Uniform Allowance	21	42
Union and/or Employer Grievance	19.11	39
Union Leave	12.02	18
Union Membership and Check Off	5	5
Vacation Selection Process	<b>13.04</b>	24
Vision Care Plan	<b>15.13</b>	32
Weekend Shift Premium	<b>6.12</b>	9
Witness Leave	12.06	21
Witnesses	19.18	41
Workers Compensation	26	46

This Agreement made this **23<sup>rd</sup>** day of **February, 2023**.

- Between -

**Bloom Limited Partnership  
o/a AgeCare Riverview**

(hereinafter called the “Employer”)  
PARTY OF THE FIRST PART

- And -

United Food and Commercial Workers  
**Canada** Union, Local **No. 401**

(hereinafter called the “Union”)  
PARTY OF THE SECOND PART

AGREEING that the primary purpose of the Employer is to provide the community with efficient, competent Nursing Home services, NOW THEREFORE, the parties hereto agree as follows:

### Article 1 – Preamble

1.01 ***It is*** the purpose of ***both parties to this Agreement:***

- (a) To maintain ***a*** harmonious ***relationship*** between the Employer and the Union;
- (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; and***

**(e) To provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.**

1.02 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties so require.

## Article 2 – Management Rights

2.01 **The Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer unless modified by the terms of this Agreement. Without limiting the generality of the foregoing, it is the exclusive function of the Employer:**

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

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

**(c) To hire, transfer, layoff, recall, promote, classify, assign duties, discharge, suspend, or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, or a claim that an employee who has completed their**

***probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be solely in the discretion on a rational basis of the Employer;***

- (d) To have the right to plan, direct, and control the work of the employees and the operations of the Home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary;***
- (e) The above rules and regulations will be posted on the employee's Bulletin Board with a copy supplied to the Union Committee. The Employer agrees prior to the introduction of any new policy or procedure related to terms and conditions of employment, the Union will be advised by providing a copy of such policy.***

### Article 3 – Recognition and Negotiation

- 3.01 (a) The Employer recognizes the Union is the sole bargaining agent for all employees except the following: Supervisors, employees above the rank of Supervisor, all office and clerical employees, Dietitian, Registered Nurses, Students, Recreational Therapists, and all Professional Staff (including Occupational Therapists and Physiotherapists).
- (b) Casual employees shall be covered only by the following provisions of the Collective Agreement:

Article 4	No Discrimination/ <b><i>Harassment</i></b>
Article 5	Union Membership and Check-Off



Article 6	Hours of Work
Article 7	Overtime
Article 9	Seniority
Article 10	Promotions and Staff Changes
Article 13	Annual Vacation
Article 14.06	Stat Holidays
Article 17.03	Job Classification
Article 17.04	Job Classification
Article 18	Payment of Wages
Article 25.06	In-Service and Committee Meetings at regular rates of pay

- 3.02 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director and the Unit Chair of the Union. Further, **Management** will send copies of the above correspondence to the full-time staff person of the Union.
- 3.03 A representative of the Union **or their designate** shall have the right to make a presentation of up to **thirty (30)** minutes at the scheduled orientation for new employees for the purpose of advising the employee of the employee's rights and obligations under this Agreement.
- 3.04 During the term of this Collective Agreement, contracting out will not be the cause of layoff of employees whose work for the employer is governed by this Collective Agreement.

#### Article 4 – No Discrimination/**Harassment**

- 4.01 There shall be no discrimination, restriction, or coercion exercised or practiced by either party in respect of any employee by reason of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place or origin, marital

status, sexual orientation, **gender expression, gender identity**, source of income, or family status as provided by the Alberta Human Rights, Citizenship and Multiculturalism Act nor by reason of membership or participation or non-participation in lawful activities on behalf of the Union.

**4.02 The Union and the Employer recognize the right of the employees to work in an environment free from harassment or discrimination. The Employer may discipline for just cause, any person employed by the Employer engaging in the harassment or discrimination of another employee.**

#### Article 5 – Union Membership and Check Off

5.01 All employees of the Employer covered by this Agreement; shall as a condition of continued employment, become members in good standing of the Union. The Employer will supply a copy of an application (provided by the Union) for Union membership to each new employee hired.

5.02 The Employer agrees to deduct on behalf of the Union, when requested in writing, all initiation fees, dues, and assessments from and on behalf of all employees who are members of the Union from the employee's pay cheque each pay period and in a manner which is in keeping with the payroll system of the Employer. The employee's authorization shall be filled out in the first three (3) days of employment. In all instances, such deductions shall be forwarded to the bookkeeper of the Union by the end of the month following the month of collection, together with a list of employees on whose behalf deductions have been made. Such collection shall begin upon commencement of employment.

- 5.03 The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 5.04 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the article dealing with Union Security and Dues Check-Off. On commencement of employment, the employee shall be introduced to the Union Steward or Union Representative who will provide the employee with a copy of the Collective Agreement and other pertinent information.
- 5.05 The Employer shall provide the Union with a monthly statement listing the names of all new employees covered by this Agreement hired during the reporting period, their date of hire and the names of all employees who have terminated employment and their termination date per reporting period. Upon a written request of at least seven (7) days, the Employer will provide to the Union, in an electronic format, the current employees' list with names, addresses, phone numbers, and other personal information known to the Employer.
- 5.06 An employee who is temporarily filling an out-of-scope position for up to three months shall continue to have Union dues deducted from ***their*** pay cheque and shall be entitled to all benefits and rights afforded by this Agreement.

## Article 6 – Hours of Work

- 6.01 It is understood and agreed that the work shall provide for continuous operation Sunday through Saturday.
- 6.02 This Article defines the normal hours of work for a full-time employee and is not a guarantee of work per day or per week or a guarantee of days of work per week. The regular hours of

work of an employee shall not exceed seven and one half (7 ½) hours, except in the case of Licensed Practical Nurses, the regular shift is defined as seven and three-quarters (7 ¾) hours in a day.

Part-time employees who are covered by this Agreement may be requested by the Employer to work more than regularly scheduled hours, for example, during the summer months, at Christmas/New Year period and at least on alternate paid holidays, and to replace an employee who fails to report for **their** scheduled shift, if requested at any of these times.

- 6.03 Days off for full-time employees shall, as much as is possible, be planned in such a manner as to equally distribute weekends.
- 6.04 *Requests for specific days off will be submitted in writing or electronically (where the capability exists) to the department Manager or designate Supervisor, two (2) weeks prior to the schedule posting, whenever possible.***
- 6.05 An employee shall not be required to work more than six (6) consecutive days. Employees not employed on a full-time permanent basis shall be allowed at least twenty-four (24) consecutive hours of rest each week. Any employee who is scheduled such that the employee is required to work on seven (7) consecutive days shall be entitled to receive payment at **one** and one-half (1 ½ X) **times** the employee's regular rate for all hours worked on the seventh (7<sup>th</sup>) day. It is understood that this provision shall not apply in the event that an other-than full-time employee is called in to work on an unscheduled day and agrees to work the said shift.
- 6.06 Any employee reporting for work on a scheduled shift, and any employee reporting for work in accordance with a call-in for an unscheduled shift, shall be guaranteed work equivalent to the

scheduled hours, or the hours for which the employee is called in to work.

- 6.07** On the 15<sup>th</sup> day of the preceding month the following month's schedule of working hours will be posted. The Employer will notify the employee of any changes made in the schedule.
- 6.08** All employees shall be permitted a fifteen (15) minute rest period, with pay, both in the first half and the second half of a seven and one half (7 ½) hour shift. In any four (4) hour shift they shall be permitted one fifteen (15) minute rest period with pay.
- 6.09** Rest periods shall be arranged by the Employer in such a manner as to cause minimum disruption of work schedules.
- 6.10** (a) If two (2) employees' requests for an exchange of shifts results in a conflict with the provision of this Article, then the granting of such requests shall not be a violation of this Agreement nor shall such exchange result in any employee qualifying for overtime pay. The shift exchanges, with the prior written authorization of **Management**, shall be limited to four (4) per month unless circumstances acceptable to **Management** allow it. It is further understood that the shift exchanges will only count against the employee that initiates the shift exchange.
- (b) ***Requests to exchange shifts within posted work schedules must be submitted in writing or electronically (where the capability exists) 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 a 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.***

**6.11** The employee shall have no less than twelve (12) hours off work between shifts, except as mutually agreed otherwise by the employee and Management.

**6.12** Weekend Shift Premium

When an employee works a shift **that** falls within a forty-eight (48) hour period commencing at 2300 hours Friday and ending at 2300 hours Sunday, a weekend premium rate of four (\$4.00) dollars per hour will apply to all time worked during that period.

**6.13** Night Shift Premium

When an employee works a shift **that** falls between 2300 to the following 0700 hours daily, a night shift premium of two (\$2.00) dollars per hour will apply to all time worked during that period.

**6.14** Evening Shift Premium

When an employee works a shift **that** falls between 1500 to 2300 hours daily, an evening shift premium of one dollar twenty-five (\$1.25) cents per hour will apply to all time worked during that period.

Article 7 – Overtime

**7.01** Overtime shall be paid for all hours worked in excess of seven and one-half (7 ½) consecutive hours in a shift and/or seventy-five (75) hours biweekly per pay period, exclusive of lunch periods.

For Licensed Practical Nurses, overtime shall be paid for all hours worked in excess of seven and three-quarters (7  $\frac{3}{4}$ ) hours in a shift and/or seventy-seven and one-half (77  $\frac{1}{2}$ ) hours in a biweekly pay period, exclusive of meal periods.

7.02 Overtime shall be paid at a rate of one and one-half (1  $\frac{1}{2}$  X) times the regular rate.

Daily shift overtime is paid at the rate of one and one-half (1  $\frac{1}{2}$  X) times for the first four (4) hours of overtime and double (2X) time for hours worked in excess of four (4) overtime hours.

Overtime rates are calculated on the employee's base rate of pay, excluding shift premiums. In the event of a daily shift overtime condition where double (**2X**) time takes effect, the double (**2X**) time rate is not pyramided or compounded into biweekly overtime.

7.03 Overtime must be approved by the department head.

7.04 Call-In

If a full-time employee is called in to work on a shift when they are normally scheduled to be off, they shall be paid at the rate of **one** and one-half (1  $\frac{1}{2}$  X) **times** of their regular rate of pay for all hours of work on the day of the call-in.

Should such call-in result in the employee being required to work more than **thirty-seven and one half** (37  $\frac{1}{2}$ ) hours in a week, the employee may request that they be granted the equivalent time off, at a time mutually agreeable to the **Management** and the employee, notwithstanding the provisions of Article 7.01 and 7.05.

However, should **M**anagement and the employee be unable to agree on mutually acceptable time off in lieu, then the Employer may pay the employee at the appropriate rate for time worked, as outlined in Article 7.02.

- 7.05 By mutual agreement between the Employer and the employee, the employee may take time off, calculated at the appropriate overtime rate, in lieu of overtime pay.
- 7.06 If an employee is required to work in excess of the normal hours of work on the day of a statutory holiday, said pay shall be overtime only and paid at double (2X) the regular rate.
- 7.07 There shall be no pyramiding of any premium pay (overtime, statutory holiday pay, etc.).

## Article 8 – Shift Work

- 8.01 When a change is made on the shift schedule of a full-time or part-time employee by the Employer, other than those changes requested by the employee, the employee will be informed and when the change is made with less than three (3) calendar days' notice, the employee shall be paid at **one** and one-half (1 ½) **times** their regular rate of pay for the first shift of the changed shift schedule.

## Article 9 – Seniority

- 9.01 Seniority shall be defined as the total number of paid hours of accumulated service in the Employer's employ within the bargaining unit from the most recent date on which the employee commenced work. Seniority will accrue on the basis of the employees accumulated hours paid. It is understood and



agreed that the accumulation of hours as herein provided shall be the determinant factor in the calculation of vacation with pay entitlement, increment, sick leave entitlement, etc.

- 9.02 (a) Newly hired employees shall be considered on a probationary period of four hundred and eighty-seven and one-half (487 ½) working hours. After completion of the probationary period seniority shall become effective from the last date of hire.
- (b) The probationary period may be extended once by the Employer, in writing to the employee, up to a maximum combined probationary period of **seven hundred thirty** (730) hours, after consultation with the Union. During the extended probationary period, if in the opinion of the Employer the employee is not suitable, the employee may be terminated without notice and without recourse to the grievance procedure. In this situation, the Employer shall not act in a manner that is arbitrary, discriminatory, or in bad faith. During the probationary period employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge only for reasons of general unsuitability.
- 9.03 (a) An employee shall not lose seniority rights, if absent from work because of sickness or accident. An employee shall retain their seniority rights at the time of going out on lay off or an approved leave of absence but shall not accrue additional seniority rights.
- (b) Seniority will continue to accrue during:
- 1) Approved Paid Leave of Absence;
  - 2) Paid Sick Leave Days of Absence;
  - 3) Paid Vacation;

- 4) Absence when in receipt of Workers' Compensation;
- 5) While on Maternity, Parental, and Jury Leave.

9.04 An employee shall lose seniority and be terminated in the event:

- (a) **The employee** is discharged for just cause and not reinstated.
- (b) **The employee** resigns **their** employment.
- (c) **The employee** is absent from work in excess of three (3) days or fails to return to work within three (3) days on the specified date following vacation or suspension, without sufficient cause or without notifying the Employer. **The Employer will make reasonable attempts to contact the employee.**
- (d) **The employee** fails to return to work within seven (7) calendar days following a layoff after being notified by the Employer to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of **their** current address. A full-time or part-time employee recalled for work of less than one (**1**) month, based on the knowledge of the Employer at the time of recall, when **they are** employed elsewhere shall not lose **their** recall rights for refusal to return to work.
- (e) **The employee** is laid off for a period longer than eighteen (18) months.
- (f) **The employee** fails to return to work on the specified date at the end of a personal leave of absence unless a reasonable explanation is given to the Employer.

9.05 When part-time employees are required to replace full-time employees on a regular basis or perform other additional work on a regular basis, those part-time employees with the highest seniority shall be given the opportunity to work the greatest number of hours provided they have the ability and qualifications sufficient to handle the job.

9.06 A “call-in” is a shift for which an employee is called into work on their assigned day off, in order of seniority, for any extra shift that may become available on short notice where it is less than **twenty-four** (24) hours and due to circumstances which could not be prescheduled and was unable to be placed on the schedule.

No employee shall be entitled to overtime under this provision, except as outlined in Article 7.01.

9.07 The Employer agrees to post a seniority list every three (3) months in a calendar year. The first (**1<sup>st</sup>**) list is to be posted by April 1<sup>st</sup>. The second (**2<sup>nd</sup>**) list is to be posted by July 1<sup>st</sup>. The third (**3<sup>rd</sup>**) list is to be posted by September 1<sup>st</sup>. The fourth (**4<sup>th</sup>**) list is to be posted by December 1<sup>st</sup>.

9.08 (a) The Employer has the right to utilize the services of an external agency to provide staff where it deems appropriate to do so. In such circumstances, the Employer will first make reasonable attempts to secure employees from the call-in roster to do the work or endeavor to offer the work to qualified and available full-time employees as overtime.

(b) In the event that an employee can successfully demonstrate that the Employer utilized agency staff without first following the procedure set out under paragraph (a) above, the employee will receive the opportunity to work at applicable rates of pay an equivalent shift(s) that external agency staff was utilized.

## Article 10 – Promotions and Staff Changes

- 10.01 When a vacancy occurs, the Employer shall be at liberty to immediately fill the position temporarily, but shall post a notice of the position on the staff room bulletin board for a minimum of seven (7) days. The successful applicant will be advised **accordingly**.
- 10.02 In filling vacancies, the Employer agrees to make such promotion from present personnel on the basis of seniority, ability, and qualifications being sufficient to perform the job. Where **ability** and qualifications are **considered by the Employer to be** sufficient, seniority will be the governing **and deciding** factor. The successful applicant shall fill the vacancy within fifteen (15) business days. The successful applicant shall be placed on a trial period of up to twenty-five (25) working days, conditional upon satisfactory service.

Where the applicant proves satisfactory, **they** shall be confirmed in the position. The trial period may be extended by the number of working hours absent for any reason during the trial period. During the trial period, the employee may either:

- (i) return to the employee's former position, at the employee's request in writing; or
- (ii) be returned to the employee's former position.

In the event that an employee returns to **their** former position pursuant to Article 10.02, the Employer shall repost the resultant vacancy.

In the event that an employee who is awarded the vacancy and prior to commencement of the trial period returns to **their** former

position, the Employer may award the vacancy to the next senior qualified applicant from the original posting where possible.

- 10.03 When a temporary vacancy is expected to be more than eight (8) weeks, the position must first be posted for application by internal candidates. When the successful internal candidate accepts the temporary posting and exits their base position the employee will be restored to their base position upon expiry of the temporary posting.
- 10.04 Employees seeking promotions and temporary vacancies are limited to applying for and being awarded three (3) posted vacancies, either permanent or temporary, within one **(1)** calendar year. Employees are limited to holding their base position and maximum of one **(1)** temporary position at one **(1)** time.
- 10.05 Temporary Interdepartmental Transfer

Where departmental staffing requirements result in a need for relief work, part-time and casual employees who have passed their probationary period and who wish to increase their earnings may request, in writing, available work on a relief basis in their home department and other departments. Provided the part-time or casual employee is suitably qualified and the employment record is satisfactory to the Employer, the employee may pick-up unassigned and available shifts. Such available shifts will be granted first to part-time employees and if all the available shifts are not filled, then to casual employees. In either case, shifts are assigned on the basis of the employee's availability and descending order of seniority.

For operation of this **article**, if there is any conflict with other department's relief staffing requirements then the employee's home department has first priority. If the home department

cannot release the employee on the day when the unassigned shift is planned, then the employee must work the shift in the home department.

Assignment of available shifts under this **article** will not trigger operation of advance notice requirement of Article 8.01.

## Article 11 – Layoffs and Recalls

- 11.01 In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority, provided that the remaining employees are willing, able, and qualified to satisfactorily perform the available work if required. Employees shall be recalled in the order of their seniority provided that recalled employees are willing, able, and qualified to satisfactorily perform the available work. Any actions taken by the Employer pursuant to this paragraph will be subject to appeal in accordance with the grievance procedure contained herein.
- 11.02 The Employer shall notify seniority employees who are to be laid off fourteen (14) days before the layoff is to be effective or pay the employees in lieu of scheduled working days for that part of the fourteen (14) days.
- 11.03 Where the Employer finds that it becomes necessary to implement change in any of the work performed by employees covered by this Agreement, the Employer shall make an effort to absorb affected employees into other jobs if possible.
- 11.04 The employee shall give the Employer notice of termination of employment as per the Employment Standards Code.

- 11.05 When a position is eliminated and subsequently reinstated within a one (1) year period the employee whose position was eliminated may revert to the said position provided the employee is a member of the bargaining unit.
- 11.06 Where a regular position is reduced or eliminated, the affected employee may exercise seniority to bump into the equivalent position held by the most junior employee within the department, provided the senior employee is qualified and the position bumped into is the same FTE status (i.e. within one-tenth (1/10<sup>th</sup>), or in other words, plus or minus 0.1 FTE).

## Article 12 – Leaves of Absence

### 12.01 Personal Leave of Absence

The employee's immediate **S**upervisor shall have the discretion to grant or refuse a request for a personal leave of absence, which leave shall be for good and sufficient cause (excluding personal illness. See Article 15.04) provided that **the employee** receives at least one (1) month's clear notice in writing, where possible, and that such leave may be arranged without undue inconvenience to the normal operations of the home. Applicants when applying must indicate the date of departure and specify the date of return. Employees must utilize vacation days prior to a leave of absence that exceeds seven (7) calendar days.

### 12.02 Union Leave

Upon written request leave of absence with pay may be given to employees for Union business. The Union agrees in making requests for such leave that it will not unduly affect the proper operations of the Home. However, the Employer agrees that

permission for such leave will not be unreasonably withheld. Leave of absence will be granted according to the following:

- (a) No more than three **(3)** employees may be granted such leave at any one **(1)** time and no more than two **(2)** will be from any one **(1)** classification, unless otherwise agreed by the Employer.
- (b) The aggregate total of such leave shall not exceed thirty (30) days per person in any calendar year.
- (c) The Union will give fourteen (14) days' notice in writing to the Employer, whenever possible.
- (d) The Employer will continue to pay the employees for the period of leave of absence and then submit an account to the Union for timely reimbursement of the employee's wages and benefits.

### 12.03 Bereavement Leave

- (a) In the event of death of a family member as defined in Article 12.03 (b) below, an employee will be entitled to receive wage replacement benefits for up to three (3) paid bereavement leave days for regularly scheduled shifts lost from work during the period of mourning, defined as the five (5) unbroken calendar days which commence at the employee's option on either:
  - (i) the day the employee receives notification of the death, or the next calendar day immediately following notification where the employee has completed a partial or whole shift when notification is received; or



- (ii) the day chosen by reason of religion, custom, tradition or family requirements to commemorate the death with a funeral or memorial service, subject to the provisions of Article 12.03 (c) below and provided that the commemorative event occurs within a reasonable period of time after the actual date of death.

In either case, the employee will notify the Employer of their requirement for time off work prior to their next scheduled shift.

- (b) The following relatives will be recognized for purposes of this leave: mother, father, mother-in-law, father-in-law, brother, sister, legal guardian, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents **and** grandchild.

Bereavement leave in regards to mother, father, **spouse, common-law or same sex partner (who have cohabited continuously for a period of not less than one (1) year)**, children, **and step-children** will **be** five (5) days.

- (c) An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which **they are** receiving any other payments such as but not limited to: holiday pay, vacation pay, sick pay, etc.
- (d) Subject to the approval of the employee's immediate **Supervisor**, bereavement leave may be extended by up to two (2) days without pay if travel in excess of two hundred (200) miles from the employee's residence is necessary.
- (e) ***In the event of the death of an uncle, aunt, niece, or nephew, the employee may request one (1) day leave of absence without pay to attend the funeral.***

#### 12.04 Maternity Leave

The employer will grant a leave of absence for maternity when the employee's written request is accompanied by a certificate from a legally qualified medical practitioner stating that the employee named therein is pregnant, and specifying the expected date of delivery. Maternity and Parental leaves of absence shall be granted in accordance with Alberta Provincial legislation and Employment Standards regulations, as may be amended from time to time. A copy of the appropriate Employment Standards notice will be posted by the employer on the employee bulletin board within the **Home**.

#### 12.05 Jury Duty

When an employee is called for and serves on a jury, the Employer shall grant a leave of absence and the employee will not suffer a loss of regular scheduled wages or seniority. Upon submission by the employee of suitable documentation for jury attendance, the difference between regular scheduled wages less all jury duty payments received by the juror from the court system will be paid by the Employer.

#### 12.06 Witness Leave

When an employee is subpoenaed to be a witness in a judicial proceeding which arises from the Employer's business, the employee will not suffer a loss of regular scheduled wages or seniority for time lost from work to attend the proceeding.

#### 12.07 Leave of Absence – Union Business

On reasonable notice in writing of not less than **twenty-one** (21) days, unpaid leave of absence will be granted to one (**1**) employee who is elected or appointed by the Union for the

purpose of conducting official Union business. The Union agrees that such leave will not unduly affect the proper operations of the Home.

After six (6) months, the employee's position may be posted on a permanent basis.

The employee will be placed on the seniority list with the seniority hours accrued up until the end of the six **(6)** months.

If the employee returns to employment with the Employer after their position has been posted permanently they will be given bumping rights for the positions that they have the required qualifications and skills.

The employee will not be credited with service for the time served as a regular employee of the Union in excess of six months.

The employee granted such leave shall have their applicable benefits paid for by the Employer and the Union shall reimburse the Employer for the employee's full benefits.

## **12.08 Other Unpaid Leaves of Absence**

***With respect to Alberta legislated job protected leaves, the Employer will adhere to the minimum provisions of Alberta Employment Standards as amended from time to time.***

## Article 13 – Annual Vacation

### 13.01 Annual Cut-Off Date

Effective June 1<sup>st</sup>, 2017 eligibility for vacation shall be calculated by years of service. One **(1)** year of service is calculated on the basis of **one thousand eight hundred** (1800) hours paid.

### 13.02 Casual Employees

***A Casual employee will receive vacation pay on a biweekly basis as follows:***

***Less than one (1) year – four (4%) percent***

***One (1) year or more – four (4%) percent***

***Two (2) years or more – six (6%) percent***

***Six (6) years or more – eight (8%) percent***

***Fifteen (15) years or more – ten (10%) percent***

***Twenty-five (25) years or more – twelve (12%) percent***

13.03 An employee shall receive an annual vacation with pay in accordance with seniority based upon accumulated paid hours pursuant to Article 13.01 as of the vacation cutoff date as follows:

Employees with less than one (1) year's seniority will receive one (1) working day for each month worked (maximum **ten** (10) days) and receive four (4%) percent of earnings.

Employees with one **(1)** year or more seniority will receive ten (10) working days at four (4%) percent of earnings.

Employees with two (2) years or more will receive fifteen (15) working days at six (6%) percent of earnings.

Employees with six (6) years or more will receive twenty (20) working days at eight (8%) percent of earnings.

Employees with **twelve (12)** years or more will receive twenty-five (25) working days at ten (10%) percent or earnings.

Employees with **twenty-one (21)** years or more will receive thirty (30) working days at twelve (12%) percent of earnings.

#### 13.04 Vacation Selection Process

The annual vacation planner, with seasonal department vacation allotments, is initially posted each March 1<sup>st</sup> for viewing by employees, and a copy of the departmental vacation allotments will be forwarded to the Union. Commencing each April 1<sup>st</sup> to April 30<sup>th</sup>, department **M**anagers will start the vacation selection process by meeting employees within the department, in descending seniority order, for the employee to select their vacation choice(s). The vacation choice may be for the whole or part of the vacation year.

Once vacation blocks are awarded during the open periods in accordance with an employee's seniority and preference, a vacation block awarded to a junior employee cannot be displaced by a late request from a senior employee.

Vacation time held in reserve by the employee, or not awarded during the twice-annual open periods, may be requested at any time, but is awarded on a first-come first-served basis.

Where unused vacation remains unscheduled by each February 28<sup>th</sup>, the Employer will schedule an employee's remaining

unused vacation during the last three (3) months of the vacation year (i.e. March to May), after consulting with the employee.

The selection of vacation is to be consistent with the principles of seniority and the awarding of vacation is to be consistent with the operational requirements of the department.

**13.05** Upon termination of employment an employee shall be entitled to pay in lieu of vacation earned but not taken at the percentage rates set out in Article 13.02.

#### Article 14 – General Holidays

14.01 Effective the signing date of this Agreement, the Employer recognizes the following as paid holidays:

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

If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this Agreement, then such additional proclaimed holiday will replace a Float holiday. The intent is that there will be no more than eleven (11) holidays per calendar year for the duration of this Agreement.

14.02 To qualify for a named holiday with pay a full-time employee must:

(a) Work **their** scheduled shift immediately prior to and immediately following the holiday except where the

employee is absent due to illness or other reasons acceptable to the Employer; or

(b) Work on the named holiday when scheduled or required to do so.

14.03 Should a named holiday fall during a full-time employee's vacation period, **the employee** shall be entitled to an additional day off with pay within **sixty (60)** days after the named holiday, unless otherwise arranged between the employee and the Employer. In lieu of this provision, the Employer and the employee may agree that the employee will receive an additional day's pay. **Employees may indicate their desired alternative day off during the vacation selection period before the named holiday occurs.**

14.04 When a named holiday falls on a day that would otherwise be a full-time employee's regularly scheduled day off, the employee shall receive an alternate day off in lieu thereof within **sixty (60)** days after the holiday unless otherwise arranged between the employee and the Employer. Where such alternate day off cannot be arranged within **sixty (60)** days of the named holiday, the employee shall receive one (1) regular day's pay in lieu of the holiday, and overtime shall not apply. **Employees may indicate their desired alternative day off in advance of the named holiday.**

14.05 Part-time employees required to work on a named holiday shall be paid one and one-half (1 ½ X) times their regular rate for all hours worked on the named holiday plus whatever moneys they are entitled to under the applicable provisions of the Alberta Employment Standards Code, as revised.

A part-time employee shall receive holiday pay for paid holidays as set out in Article 14.01 equivalent to **their** earning exclusive

of overtime for the days on which **they** worked during the thirty (30) calendar days prior to the paid holiday in relation to what a full-time employee earned in the same period times one (1) day's pay.

- 14.06 Full-time employees required to work a general holiday shall be paid at the rate of one and one-half (1 ½ X) times their regular rate of pay for all hours worked on such holiday and receive one (1) day off with pay in lieu named holiday within ninety (90) days after the named holiday unless otherwise arranged between the employee and the Employer. In lieu of this provision, the Employer and employee may agree that the employee will receive an additional day's pay.
- 14.07 All other matters pertaining to General Holidays shall be dealt with in accordance with the Employment Standards Code governing General Holidays.
- 14.08 All General Holidays shall be observed on the Calendar day that they fall unless prior mutual agreement is reached by the Union and the **Employer** to move the General Holiday.

## Article 15 – Health & Welfare

### 15.01 Health Plan

(a) The Employer will provide to eligible employees the Manulife or similar plan offered by another insurance carrier. The **Employer** will pay one hundred (100%) percent of the basic single or family premium for full-time employees. The payment for part-time employees will be prorated based on the hours paid in comparison to a full-time employee and the cost sharing arrangement for full-time employees. The employer is not responsible for contributions in the event



that an employee is otherwise covered for such benefits. If the employee produces an exemption certificate indicating that the employee has coverage through another source, the employer is not liable for contributions.

**(b)** Enrolment is mandatory for employees whose positions are more than **forty** (40) hours biweekly.

## 15.02 Sick Leave Insurance

Sick Leave is defined as a form of insurance against loss of income when an employee is legitimately ill, quarantined by a medical officer or because of an accident for which compensation is not payable under the Workers' Compensation Act.

The Employer has agreed that an employee who is absent on account of legitimate illness, quarantine by a medical officer or because of an accident for which compensation is not payable under the Workers' Compensation Act, and is unable to perform their regular duties as an employee, shall be entitled to receive sick leave benefits equal to their normal daily wage (exclusive of overtime, premiums, etc.) for each day of personal illness that **the employee** was scheduled to work, to the extent of their accumulated sick leave credits.

When an employee has a scheduled appointment with a licensed medical specialist resulting in lost time from work, the employee may access their sick leave credits to offset any lost wages. Employees may be required to submit satisfactory proof of the scheduled appointment.

Sick leave shall be granted for the health related portion of maternity leave. Such leave shall only be approved following the production of a medical certificate. The employee will be

paid sick leave and accrue benefits while on the health related portion of maternity leave, otherwise benefits will accrue from the date of return to employment following maternity leave.

- 15.03 (a) Employees shall accumulate one and one-half (1 ½) days of sick leave for each month of seniority (**one hundred sixty-two and one half** (162 ½) paid hours) which may be accumulated to a maximum of one hundred twenty (120) days, provided that an employee shall not be entitled to apply for sick leave until such time as **they have** completed **their** probation period. Sick leave credits shall not accumulate during any period of sick leave in excess of one (1) month.
- (b) Employees who have not completed their probation period shall not be entitled to accrue sick leave credits. However, once they have completed their probation period, they will be credited with four and one half (4 ½) days of sick leave.
- 15.04 An employee may claim full sick pay to the extent of **their** accumulated sick leave.
- 15.05 When an employee has accrued the maximum sick leave credits, **they** shall no longer accrue sick leave credits until such time as **their** total accumulation is reduced below the maximum. At that time, **the employee** shall recommence accumulating sick leave credits.
- 15.06 Effective January 1<sup>st</sup> of each calendar year, an individual employee's accumulated sick leave record for the previous calendar year will be used to determine the employee's sick leave status and placement under **Article 15.07**.
- 15.07 Where, in a calendar year, an employee has multiple short-term absences, each of three (3) work days or less in duration, an

employee will not be entitled to any sick leave for the fourth (**4<sup>th</sup>**) and succeeding period of absence; the maximum payable sick leave benefit in a calendar year is seven and one-half (7 ½) days. However, hospitalization, major surgery or lengthy convalescence after surgery, and intensive on-going therapies, will not be considered in determining periods of absence or total utilization of sick leave in the calendar year.

15.08 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine.

15.09 Personal **and Family Responsibility** Leave

If there are sufficient credits in an employee's accumulated sick leave, up to three (3) days may be used as personal **or family responsibility** leave days. When possible, the employee shall request in writing for the personal leave day providing as much advanced notice as possible to the Employer.

15.10 Life Insurance

The **Employer** will pay one hundred (100%) percent of the cost of a group life insurance policy for full-time employees, and pro-rata for part-time employees, insuring to the amount of **forty thousand** (\$40,000.00) **dollars**. The benefit will reduce to **twenty thousand** (\$20,000.00) **dollars** at age **sixty-five** (65).

15.11 Dental Plan

(a) The Employer's Dental Benefits will have design similar to the Manulife Dental Plan. The Employer pays one hundred (100%) percent of the billed single/family premium rate for full-time employees who have completed probation. Payment for part-time employees who have completed

probation shall be on a pro-rated basis of paid hours in comparison to full-time hours. It is understood and agreed that there may be required some reasonable time for the filing of forms, etc. The Employer is not responsible for contribution in the event that an employee is otherwise covered for such benefits. This means if the employee produces an exemption certificate indicating coverage (or is not entitled to coverage) through another source, the Employer is not liable for contribution.

Eligible expenses include treatments for basic dentistry (including **nine** (9) month recall), major treatments including crowns, bridges, and major restorative procedures for eligible employees and their qualified dependents. Expenses for eligible basic treatments are reimbursed at **one hundred** (100%) **percent**, and expenses for eligible major treatments are reimbursed at **fifty** (50%) **percent** based on the current year's Manulife Dental Fee Guide.

The maximum annual benefit per eligible covered person per year, for basic treatments and major treatments, combined, is **one thousand five hundred** (\$1,500.00) **dollars**.

- (b) Enrolment is mandatory for employees whose positions are more than **forty** (40) hours biweekly.
- (c) The Employer's Dental Plan will retain the existing orthodontics coverage which provides fifty (50%) percent reimbursement of eligible expenses for dependent children under age nineteen (19) years, subject to a maximum lifetime benefit of **one thousand** (\$1,000.00) **dollars**.

**15.12 All diabetic supplies are covered at fifty (50%) percent, prorated for part-time employees.**

### 15.13 Vision Care Plan

The Employer's vision care plan provides coverage for prescribed lenses and/or replacement frames up to three hundred dollars (\$300.00) per insured full-time employee, and pro-rata per part-time employee, and each of **their** eligible dependents in a twenty-four (24) month period.

It is understood that such a plan will not be cumulative in nature.

### 15.14 Health Spending Account

An annual amount of **nine hundred** (\$900.00) **dollars** shall be deposited in the eligible employee's account. This HSA will be provided to part-time employees on a pro-rata basis, based on their regular biweekly hours.

Employees who, in the course of a calendar year, are hired or transferred into a position, which is eligible for the HSA shall be:

- Entitled to the HSA on a pro-rated basis on the number of full months remaining in the calendar year from the date the employee becomes eligible for benefits; and
- Eligible to use their HSA for eligible expenditures incurred on or after eligibility date for the health and dental benefits under this article.

There is no carry-forward into the next calendar year of any unused allocation in the HSA.

Upon termination, employees will have **ninety** (90) days to submit claims incurred prior to termination for payment through the HSA.

15.15 Certain conditions or restrictions may apply to late applications. Life events that enable changes to coverage may include: your spouse has lost **their** coverage; addition/removal of a legal or common-law spouse; or death of a spouse or dependent. Your application for benefit changes is required within **thirty-one** (31) days of a new life event.

15.16 The Employer has a duty to accommodate an employee with a disability and this process involves the cooperative exercise of the Employer, the employee, and the Union.

15.17 The Employer will **provide** a Drug Prescription Card for all eligible employees. The drug card is subject to:

Reimbursement remains at **eighty** (80%) **percent**. Coverage is for drugs that legally require a prescription, with mandatory generic substitution unless Physician prescribes other than generic substitution. Private Hospital Room Coverage will be eliminated. Maximum dispensing fee will be **seven dollars fifty** (\$7.50) **cents**. The EHC deductible will be eliminated.

## Article 16 – Bulletin Boards

16.01 The Employer agrees that the Union may use bulletin boards for the purpose of posting meeting notices or such other notices as may be of interest to employees. The Union will not post anything objectionable to the Employer.

## Article 17 – Job Classification

17.01 Classification of employees shall be as follows:

Housekeeping Aide

Laundry Aide  
**Health Care Aide**  
Licensed Practical Nurse  
Cook  
Assistant Cook  
Dietary Aide  
Recreation **Therapy** Aide  
Occupational Therapist Assistant  
Physical Therapist Assistant  
Maintenance Aide/**Environmental Services Assistant**

The Employer shall provide the Union with copies of job descriptions, upon request, for bargaining unit positions and shall provide revised copies when revisions are made.

- 17.02 A “full-time” employee is one who is hired to work regularly scheduled full shifts whose normal hours of work shall be as set out in Article 6.
- 17.03 A “part-time” employee is one who is regularly scheduled to work less than full-time hours exclusive of relief or call-in hours.
- 17.04 A “casual employee” is one who is called in to work occasionally, usually on a call-in basis, but does not work a schedule or does so only for a specified period, but not for the purpose of depriving another employee of full-time employment.

The hourly rate of pay for part-time and casual employees shall be the equivalent of the rate specified for full-time employees.

The terms of this Agreement shall only apply to the casual employee as stated in Article 3.01. A record will be kept of the hours worked by a casual employee, and in the event that such person is accepted for full-time or part-time employment, **they** should be credited with seniority equivalent to the hours worked

prior to acceptance for full-time or part-time employment. Casual employees shall be called in to work in order of seniority, and shall be entitled to salary increments on the same basis as full-time employees.

Failure to work at least **two** (2) weekend shifts, if offered by the employer, in a calendar month may result in removal of the casual employee's name from the casual call-in roster. A casual employee shall be terminated in the event the employee has not worked for a period of ninety (90) calendar days, exclusive of approved leaves of absence.

Students at a recognized education institution may retain their casual employment status without forfeiting their rank in the casual roster.

- 17.05 Employees will be entitled to salary increases upon completion of **one thousand nine hundred fifty** (1,950) paid hours.

## Article 18 – Payment of Wages

- 18.01 The Employer shall pay salaries and wages in accordance with **Appendix "A"** attached hereto and forming part of this Agreement.
- 18.02 The employer shall pay salaries and wages biweekly. For time worked in the biweekly period ending on a Friday, salaries and wages are paid no later than the immediately following Friday pay date.



## Article 19 – Grievance Procedure

### 19.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for settling of grievances, the Employer acknowledges the rights of the Union and the Union Stewards. The **Steward** will assist any employee whom the Union represents, in preparing **their** grievance in accordance with the grievance procedure.

### 19.02 Names of Union Representatives and Stewards

The Union shall notify the Employer in writing of the name of each Union Representative and Steward and the shift **they** represent (days, afternoons, or nights) before the Employer shall be required to recognize them.

### 19.03 Permission to Leave Work

The Employer agrees that **Stewards** shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustment as provided in this article. The Union recognizes that each **Steward** is employed full-time or part-time by the Employer and that **they** will not leave **their** work during working hours except to perform **their** duties under this Agreement. Therefore, no **Steward** shall leave **their** work without obtaining the permission of **their Supervisor**, which permission shall not be unreasonably withheld.

### 19.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement.

## 19.05 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

### Step 1

An employee who believes that **they have** a problem arising out of the interpretation, application, or alleged violation of this Collective Agreement shall first discuss the matter with **their Manager** within seven (7) days of the date **they** first became aware of, or reasonably should have become aware of the occurrence. The employee shall have the right to be accompanied by a **Shop Steward** or **Local Union Officer** while discussing the matter with **their Manager**. A sincere attempt shall be made by both parties through discussion to resolve the problem at that level. In the event an employee alleges that **they have** been dismissed or suspended without just cause, **the employee** may commence **their** grievance at Step 2.

The **Manager** shall advise the employee of **their** decision within seven (7) days of the date the matter was first discussed.

When the Union files a group grievance, it is handled in the same manner as an individual grievance as outlined in Step 1.

### Step 2

Failing satisfactory settlement being reached in Step 1, the Union will submit to the Executive Director a written statement of the particulars of the grievance and the redress sought within seven (7) working days. The grievance shall clearly state the nature of the grievance, the employees involved if other than **the** grievor, the **articles** claimed violated, and the remedy(ies) sought. The Executive Director shall render **their** decision in

writing giving the reasons within seven (7) working days after receipt of such statement.

### Step 3

Failing satisfactory settlement being reached in Step 2, the Union will submit to the Employer's designated appropriate higher official, or **their** designate, through the Executive Director, within seven (7) working days. A meeting shall be held between the Employer's designated appropriate higher official, or **their** designate, and the employee, **their** Steward and an outside representative of the Union within fifteen (15) working days of receipt of such notice by the Executive Director. The Employer's designated appropriate higher official, or **their** designate, shall render **their** decision in writing giving the reasons within seven (7) working days from the date upon which the meeting was held.

### Step 4

Failing satisfactory settlement being reached in Step 3, the Union or Employer may refer the grievance to arbitration. If no written notice of intent to submit the grievance to arbitration is received within fourteen (14) days after the decision under Step 3 is given, the grievance shall be deemed to have been settled and abandoned.

## 19.06 Exclusion of Saturdays, Sundays, **Days Off**, & Paid Holidays

Saturdays, Sundays, days off, and paid holidays designated shall not be counted in determining the time within which any action is to be taken or completed under each of the steps of the grievance procedure.

19.07 Facilities for Grievance

The Employer shall supply the necessary facilities for the grievance meetings.

19.08 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement if reduced to writing and are subject to the grievance and arbitration procedure.

19.09 A discharge grievance may be settled by confirming the Employer's action in dismissing the employee or reinstating the employee in a manner which is just and equitable in the opinion of the conferring parties of the Board of Arbitration as the case may be.

19.10 Agreement - Re: Grievance

All agreements reached under the grievance procedure between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union, and the employee(s) involved.

19.11 Union and/or Employer Grievance

The Union or the Employer and/or their respective representatives shall have the right to originate a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement by the Employer or the Union or an employee, and to seek adjustment with the Employer or Union in the manner provided in this Grievance Procedure provided it is presented within twenty (20) days after the circumstances giving rise to the grievance have originated or occurred. Such a grievance shall commence at Step 2.

## 19.12 **Arbitration Procedure**

Failing a satisfactory settlement being reached in Step 3, either party may refer the grievance to arbitration within ten (10) working days by giving notice to the other party in writing in accordance with Step 4. Where the Parties are not agreed on the choice of sole arbitrator within fourteen (14) days of either Party's notice to arbitrate, either Party may make application to the Alberta Mediation Services for appointment of an arbitrator.

19.13 The **Arbitrator** shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the **Arbitrator** shall as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure. No grievance shall be defeated or denied by any formal or technical objection and the **Arbitrator** shall have jurisdiction to waive procedure irregularities.

## 19.14 **Decision of the Arbitrator**

The decision of the Arbitrator shall be final, binding, and enforceable upon on all Parties and may not be changed. The Arbitrator shall have authority only to settle grievances under this Collective Agreement and to apply this Agreement to the facts of the grievance(s) involved. The Arbitrator shall have no power to change this Collective Agreement or to alter, modify, or amend any of its provisions, or give any decision inconsistent with it, nor shall any practices or customs become binding unless reduced to writing by the Employer and the Union. However, the Arbitrator shall have the authority to dispose of any grievance by any arrangement with it deems just and equitable.

19.15 Disagreement on Decision

Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to reconvene the arbitration hearing to clarify the decision, which it shall do within seven (7) days.

19.16 Expenses of the Arbitration

Each Party shall pay:

- (a) one-half (1/2) of the fees and expenses of the Arbitrator;
- (b) its own expenses including pay for witnesses.

No cost shall be awarded to, or against, any Party.

19.17 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure are mandatory, however, they may be extended by consent of the parties confirmed in writing. ***Requests for time limit extensions made in good faith will not be unreasonably denied.***

19.18 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## Article 20 – Discharge and Discipline

- 20.01 No employee will be subject to a disciplinary interview or be subject to discipline or discharge except in the presence of a Union Representative.
- 20.02 The Employer shall give a minimum of two (2) weeks' notice of termination of employment or shall pay a minimum of two (2) weeks wages in lieu of notice, except in cases of dismissal for just cause or termination during the probationary period. If by law longer notice of termination must be given or a greater sum paid in lieu of notice, such longer notice must be provided or greater sum paid.
- 20.03 Employees shall give a minimum of two (2) weeks' notice of termination unless otherwise mutually agreed between the Employer and the employee.
- 20.04 Any employee who leaves the Employer's premises during regular working hours without permission from the Executive Director or **their** immediate Supervisor, shall be subject to discipline.
- 20.05 An employee who has been subject to discipline works their record clear of the discipline after two (2) years of continuous service from the date of the discipline episode, provided there has been no intervening disciplinary action.

## Article 21 – Uniform Allowance

- 21.01 The Employer will pay **seven** (\$7.00) dollars biweekly to full-time employees and three dollars and **fifty** (\$3.50) cents biweekly to part-time employees for the supply, laundering, and repair of their uniforms.

Article 22 – Salaries and Wages

22.01 The Employer shall implement wages pursuant to Appendix “A” of this Agreement.

22.02 Recognition of Previous Experience Service

The parties agree that for purposes of attracting and retaining employees, recent and relevant experience of new employees hired on or after the date of ratification shall be reviewed for rate adjustments in accordance with the following:

The starting salary of a newly hired employee shall recognize recent and relevant experience applicable to the position applied for on the basis of equivalent full-time experience as specified hereinafter:

<u>Length of Experience</u>	<u>Rate</u>
Less than <b>one</b> (1) year	Start rate
<b>One</b> (1) year experience, with a lapse of not more than <b>one</b> (1) year	<b>One</b> (1) year rate
<b>Two</b> (2) years’ experience, with a lapse of not more than <b>two</b> (2) years	<b>Two</b> (2) year rate
<b>Three</b> (3) years’ experience, with a lapse of not more than <b>three</b> (3) years	<b>Three</b> (3) year rate
<b>Four</b> (4) years’ experience, with a lapse of not more than <b>four</b> (4) years	<b>Four</b> (4) year rate

(a) Provided that not more than four (4) years have elapsed since the experience was obtained, when an employee has



experience satisfactory to the Employer, **their** starting salary may be adjusted in accordance with the above formula.

- (b) It shall be the responsibility of the employee in (a) above to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and, if **the employee** fails to do so, **they** shall not be entitled to any adjustment under.

### Article 23 – Registered Retirement Savings / Pension Plan

A registered retirement savings/pension plan, a plan similar to others the Employer has in effect, will be available on a mandatory basis to all employees who have successfully completed probation, other than casual employees who are not eligible for participation in the Plan. Employee and Employer matching contributions will be **two and one quarter** (2 ¼ %) of employee earnings. Where an employee who is a member of the Plan makes additional voluntary contributions in increments of one and **one-half** (1 ½ %) percent, through payroll deduction, the Employer will match the employee's additional contributions up to one and one-half (1 ½ %) percent of employee earnings.

### Article 24 – Term of Agreement

24.01 This Agreement, unless altered by mutual consent of both parties hereto, shall be in force and effect from and after April 1<sup>st</sup>, **2019** to March 31<sup>st</sup>, **2023** and from year to year thereafter unless notification by either party in writing of desire to amend or terminate not more than **one hundred twenty** (120) days and not less than **sixty** (60) days prior to the end of the Agreement.

- 24.02 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed or until either party commences a lawful strike or lockout, whichever comes first.
- 24.03 *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 25 – Health & Safety

- 25.01 The Employer and Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness.
- 25.02 A joint workplace Health and Safety Committee shall be constituted with representation of up to three (3) bargaining unit members (appointed by the Union) and three (3) **M**anagement representatives. This committee shall identify potential dangers; recommend means of improving Health and Safety programs and obtaining information from the Employer or other person representing the identification of hazards and standards elsewhere. The committee shall normally meet at least once per month and scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.
- 25.03 Two **(2)** representatives of the Joint Health and Safety Committee, one (1) from **M**anagement and one (1) appointed by the Union shall conduct monthly inspections of the workplace and equipment and shall report to the Health and Safety

Committee the results of their inspection. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany **them** on **their** inspection. Scheduled time spent in such activities shall be considered time worked.

- 25.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Worker's Compensation Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost work days, the number of non-fatal cases that required medical aid without lost work days, the incidence of occupational injuries, and such other data as the Worker's Compensation Board may decide to disclose.
- 25.05 The Union agrees to endeavor to obtain the full cooperation of its membership in the observation of all safety rules and practices, including fire drills and employees on the premises are required to respond to the Home fire alarm by proceeding directly to their appointed post. Failing to do so may result in disciplinary action.
- 25.06 Employees are required to attend mandatory in-services held by the Employer. Employees are encouraged to be active members as needed on committees like CQI and OH&S. Where such in-services or committee meetings occur outside the employee's working hours, employees shall receive pay at their regular rate of pay for hours so attended, and said hours shall not be considered for overtime purposes.

## Article 26 – Workers Compensation

When an employee is absent due to illness or injury which is compensable by Workers Compensation, the following shall apply:

- (a) The Employer shall continue to pay its share of all health and welfare benefits as provided in Article 15 for the duration of the WCB absence up to one (1) year.
- (b) Part-time employees shall pay the pro-rating portion of their benefits same as prior to their injury as set out in (a).
- (c) When the anticipated absence is eight (8) weeks or more the Employer shall post notice of the temporary vacancy in accordance with job posting provisions outlined in this Agreement.
- (d) The injured employee who returns to the workplace within the period of two (2) years from the date of injury shall be returned to their job posting prior to injury if available and able.

### **Article 27 – Joint Labour Management Committee**

***The Employer and the Union agree to establish a Joint Labour-Management Committee (JLM) to address issues of concern to employees, the Employer, and the Union.***

***The meetings will be held once between September and December and once between January and June of each year at a mutually agreed location. Topics of discussion will be provided in advance and will not include discussions of grievances.***

***The Committee will include two (2) representatives from each the Employer and the Union and up to three (3) bargaining unit employees. Upon mutual agreement, the parties may convene other meetings in addition to those set out above.***

This Agreement signed this \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

For the Employer:

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

***Blair Phillips***

***Sasha-Dawn Lyman  
Lorna Mason  
Kim Muncey  
Natasha Schmidt  
Ricardo de Menezes***

This Agreement was ratified on ***November 1<sup>st</sup>, 2022***.

## Appendix “A” – Rates of Pay

			1%	1%	1%	1.50%	
		Current	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022	Nov 1, 2022
Group I A Dietary Aide, Housekeeping Aide, Laundry Aide	Start Rate	\$16.21	<b>\$16.37</b>	<b>\$16.54</b>	<b>\$16.70</b>	<b>\$16.95</b>	
	Year 1	\$17.03	<b>\$17.20</b>	<b>\$17.37</b>	<b>\$17.55</b>	<b>\$17.81</b>	
	Year 2	\$17.87	<b>\$18.05</b>	<b>\$18.23</b>	<b>\$18.41</b>	<b>\$18.69</b>	
	Year 3	\$19.07	<b>\$19.26</b>	<b>\$19.45</b>	<b>\$19.65</b>	<b>\$19.94</b>	
	Year 4	\$19.94	<b>\$20.14</b>	<b>\$20.34</b>	<b>\$20.54</b>	<b>\$20.85</b>	
Group I B Dietary Aide, Housekeeping Aide, Laundry Aide	Start Rate	\$18.36	<b>\$18.54</b>	<b>\$18.73</b>	<b>\$18.92</b>	<b>\$19.20</b>	
	Year 1	\$19.30	<b>\$19.49</b>	<b>\$19.69</b>	<b>\$19.88</b>	<b>\$20.18</b>	
	Year 2	\$20.25	<b>\$20.45</b>	<b>\$20.66</b>	<b>\$20.86</b>	<b>\$21.18</b>	
	Year 3	\$21.20	<b>\$21.41</b>	<b>\$21.63</b>	<b>\$21.84</b>	<b>\$22.17</b>	
	Year 4	\$22.29	<b>\$22.51</b>	<b>\$22.74</b>	<b>\$22.97</b>	<b>\$23.31</b>	
Group II A With certification Trained & Certified Maintenance Aide/ <b>Environmental Services Assistant</b>	Start Rate	<b>\$17.96</b>	<b>\$18.14</b>	<b>\$18.32</b>	<b>\$18.50</b>	<b>\$18.78</b>	<b>\$22.88</b>
	Year 1	<b>\$19.01</b>	<b>\$19.20</b>	<b>\$19.39</b>	<b>\$19.59</b>	<b>\$19.88</b>	<b>\$24.03</b>
	Year 2	<b>\$20.11</b>	<b>\$20.31</b>	<b>\$20.51</b>	<b>\$20.72</b>	<b>\$21.03</b>	<b>\$25.15</b>
	Year 3						
	Year 4	<b>\$21.18</b>	<b>\$21.39</b>	<b>\$21.61</b>	<b>\$21.82</b>	<b>\$22.15</b>	<b>\$26.28</b>
		<b>\$22.26</b>	<b>\$22.48</b>	<b>\$22.71</b>	<b>\$22.93</b>	<b>\$23.28</b>	
Group II B Without certification Untrained Maintenance Aide/ <b>Environmental Services Assistant</b>	Start Rate	<b>\$17.56</b>	<b>\$17.74</b>	<b>\$17.91</b>	<b>\$18.09</b>	<b>\$18.36</b>	<b>\$22.39</b>
	Year 1	<b>\$18.54</b>	<b>\$18.73</b>	<b>\$18.91</b>	<b>\$19.10</b>	<b>\$19.39</b>	<b>\$23.42</b>
	Year 2	<b>\$19.53</b>	<b>\$19.73</b>	<b>\$19.92</b>	<b>\$20.12</b>	<b>\$20.42</b>	<b>\$24.61</b>
	Year 3						
	Year 4	<b>\$20.66</b>	<b>\$20.87</b>	<b>\$21.08</b>	<b>\$21.29</b>	<b>\$21.61</b>	<b>\$25.70</b>
Group III A With certification Trained & Certified <b>Health Care Aide</b>  (deemed competent)	Start Rate	<b>\$18.25</b>	<b>\$18.43</b>	<b>\$18.62</b>	<b>\$18.80</b>	<b>\$19.09</b>	<b>\$20.29</b>
	Year 1	<b>\$19.40</b>	<b>\$19.59</b>	<b>\$19.79</b>	<b>\$19.99</b>	<b>\$20.29</b>	<b>\$21.48</b>
	Year 2	<b>\$20.54</b>	<b>\$20.75</b>	<b>\$20.95</b>	<b>\$21.16</b>	<b>\$21.48</b>	<b>\$22.67</b>
	Year 3	<b>\$21.68</b>	<b>\$21.90</b>	<b>\$22.12</b>	<b>\$22.34</b>	<b>\$22.67</b>	<b>\$23.89</b>
	Year 4	<b>\$22.84</b>	<b>\$23.07</b>	<b>\$23.30</b>	<b>\$23.53</b>	<b>\$23.89</b>	<b>\$24.01</b>
	<b>\$22.84</b>	<b>\$23.07</b>	<b>\$23.30</b>	<b>\$23.53</b>	<b>\$23.89</b>		

			1%	1%	1%	1.50%	
	Current	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022	April 1, 2022	Nov 1, 2022
Group IV A With certification Occupational Therapist Assistant, Physical Therapist Assistant, Recreation Therapy Aide	Start Rate	\$19.22	<b>\$19.41</b>	<b>\$19.61</b>	<b>\$19.80</b>	<b>\$20.10</b>	
	Year 1	\$19.62	<b>\$19.82</b>	<b>\$20.01</b>	<b>\$20.21</b>	<b>\$20.52</b>	
	Year 2	\$20.37	<b>\$20.57</b>	<b>\$20.78</b>	<b>\$20.99</b>	<b>\$21.30</b>	
	Year 3	\$21.45	<b>\$21.66</b>	<b>\$21.88</b>	<b>\$22.10</b>	<b>\$22.43</b>	
	Year 4	\$22.84	<b>\$23.07</b>	<b>\$23.30</b>	<b>\$23.53</b>	<b>\$23.89</b>	
Group IV B Without certification Occupational Therapist Assistant, Physical Therapist Assistant, Recreation Therapy Aide	Start Rate	\$17.70	<b>\$17.88</b>	<b>\$18.06</b>	<b>\$18.24</b>	<b>\$18.51</b>	
	Year 1	\$18.81	<b>\$19.00</b>	<b>\$19.19</b>	<b>\$19.38</b>	<b>\$19.67</b>	
	Year 2	\$19.93	<b>\$20.13</b>	<b>\$20.33</b>	<b>\$20.53</b>	<b>\$20.84</b>	
	Year 3	\$20.97	<b>\$21.18</b>	<b>\$21.39</b>	<b>\$21.61</b>	<b>\$21.93</b>	
	Year 4	\$22.11	<b>\$22.33</b>	<b>\$22.55</b>	<b>\$22.78</b>	<b>\$23.12</b>	
Group V A With certification Cook	Start Rate	<b>\$18.64</b>	<b>\$18.83</b>	<b>\$19.01</b>	<b>\$19.20</b>	<b>\$19.49</b>	<b>\$20.54</b>
	Year 1	<b>\$19.64</b>	<b>\$19.84</b>	<b>\$20.03</b>	<b>\$20.24</b>	<b>\$20.54</b>	<b>\$21.68</b>
	Year 2	<b>\$20.73</b>	<b>\$20.94</b>	<b>\$21.15</b>	<b>\$21.36</b>	<b>\$21.68</b>	<b>\$22.83</b>
	Year 3	<b>\$21.83</b>	<b>\$22.05</b>	<b>\$22.27</b>	<b>\$22.49</b>	<b>\$22.83</b>	<b>\$24.00</b>
	Year 4	<b>\$22.95</b>	<b>\$23.18</b>	<b>\$23.41</b>	<b>\$23.65</b>	<b>\$24.00</b>	
Group V B Without certification <b>Assistant</b> Cook	Start Rate	<b>\$18.12</b>	<b>\$18.30</b>	<b>\$18.48</b>	<b>\$18.67</b>	<b>\$18.95</b>	<b>\$20.08</b>
	Year 1	<b>\$19.20</b>	<b>\$19.39</b>	<b>\$19.59</b>	<b>\$19.78</b>	<b>\$20.08</b>	<b>\$21.15</b>
	Year 2	<b>\$20.22</b>	<b>\$20.42</b>	<b>\$20.63</b>	<b>\$20.83</b>	<b>\$21.15</b>	<b>\$22.21</b>
	Year 3	<b>\$21.24</b>	<b>\$21.45</b>	<b>\$21.67</b>	<b>\$21.88</b>	<b>\$22.21</b>	<b>\$23.30</b>
	Year 4	<b>\$22.28</b>	<b>\$22.50</b>	<b>\$22.73</b>	<b>\$22.96</b>	<b>\$23.30</b>	
Group VI Licensed Practical Nurse	Start Rate	\$28.41	<b>\$28.69</b>	<b>\$28.98</b>	<b>\$29.27</b>	<b>\$29.71</b>	
	Year 1	\$29.32	<b>\$29.61</b>	<b>\$29.91</b>	<b>\$30.21</b>	<b>\$30.66</b>	
	Year 2	\$30.21	<b>\$30.51</b>	<b>\$30.82</b>	<b>\$31.13</b>	<b>\$31.59</b>	
	Year 3	\$31.11	<b>\$31.42</b>	<b>\$31.74</b>	<b>\$32.05</b>	<b>\$32.53</b>	
	Year 4	\$32.00	<b>\$32.32</b>	<b>\$32.64</b>	<b>\$32.97</b>	<b>\$33.46</b>	
	Year 5	\$33.14	<b>\$33.47</b>	<b>\$33.81</b>	<b>\$34.14</b>	<b>\$34.66</b>	
Year 6	\$34.29	<b>\$34.63</b>	<b>\$34.98</b>	<b>\$35.33</b>	<b>\$35.86</b>		

Note: 1 Year = 1950 Hrs

Note: **Employees who work in a higher rated classification for at least four (4) hours will be paid for those hours at the rate of pay of the equivalent step of the higher rated classification.**

Letter of Understanding – “A”

Between

***Bloom Limited Partnership o/a AgeCare Riverview***  
(the “Employer,” of the first part)

And

United Food and Commercial Workers ***Canada*** Union, ***Local No. 401***  
(UFCW)  
(the “Union,” of the second part)

Subject: Float Pool for ***Health Care*** Aides

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This Letter of Understanding governs the assignment of available shifts to permanent part-time employees, in preference ahead of casual employees. The Float Pool is comprised of permanent part-time employees who commit to work a minimum of four (4) shifts biweekly, throughout a posted schedule. The number of straight-time posted-schedule shifts that a Float Pool employee may work within a biweekly pay period, is limited to ten (10); overtime conditions apply for shifts worked in excess of ten (10) biweekly. The assignment of available shifts are based on the following:

- a Float Pool employee who wishes to change the number of biweekly shifts shall notify the Employer in writing, four (4) weeks prior to the schedule posting date by using the prescribed form (attached).
- the assignment of open shifts will be in accordance with the employee’s seniority ***and declared shift availability***; the employee’s ***shift availability*** is limited to available shifts, which may include days, afternoons, and nights; the number of shifts sought is not a guarantee of work. ***Float Pool employees must be***



***available to work at least two (2) of the three (3) available shifts.***

- where available shifts remain open after taking into account employee seniority ***and availability***, the junior employees, in reverse order ***of seniority***, are assigned to the open shifts within the posted schedule, up to the maximum number of biweekly shifts the employee has designated a commitment to work.
- if there are unexpected shift openings which arise after the schedule is posted, Float Pool employees who have not been assigned to work the number of requested biweekly shifts have the option to work the unexpected openings, in accordance with seniority; where no Float Pool employee accepts such open shift(s), or where there are insufficient part-time employees to work the available open shifts, the Employer may call in casual employees to work the open shift(s).
- to retain a rank on the Float Pool, a part-time employee must request and work a minimum of four (4) shifts biweekly, provided there are four (4) biweekly shifts available for assignment to the employee, within the shift schedule; failure to work four (4) shifts biweekly may cause the employee's status to revert to the casual call-in roster, in accordance with accrued seniority.
- an individual part-time employee's rank on the Float Pool will be based on seniority hours.

# Float Pool Employee's Scheduling Request Change Form

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Seniority Date on latest Seniority List

\_\_\_\_\_  
Number of biweekly shifts requested

\_\_\_\_\_  
Shift preference:  
(days, afternoons, nights, or combination)

\_\_\_\_\_  
Schedule period this Scheduling Request applies to

\_\_\_\_\_  
Employee Signature:

\_\_\_\_\_  
Date submitted:

## NOTE:

1. When a Float Pool employee wishes to change their Scheduling Request, this change form must be submitted four (4) weeks prior to posting of the schedule cycle.
2. The minimum number of biweekly shifts required to maintain Part-time employee status is four (4).

Letter of Understanding – “B”

Between

***Bloom Limited Partnership o/a AgeCare Riverview***  
(the “Employer,” of the first part)

And

United Food and Commercial Workers ***Canada*** Union, ***Local No. 401***  
(UFCW)  
(the “Union,” of the second part)

Subject: Occupational Classification and Rates of Pay for “Nursing Aide”

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The Parties agree that employees in the occupational classification “Nursing Aide” rates of pay shall be as follows:

1. Employees who are on the active payroll of the Employer as of August 26<sup>th</sup>, 2003 (list of employees appended hereto), shall be “grandfathered” as the Nurse Aide I, with certification and shall be paid in accordance with Appendix “A” - Rates of Pay.
2. A person hired, transferred, or promoted on and after August 27<sup>th</sup>, 2003 and who do not hold educational “certification” is deemed to be “Nursing Aide II – without certification” and will be paid accordingly.
3. A person hired, transferred, or promoted on or after January 1<sup>st</sup>, 2011 and who meet the Alberta Health Services Health Care Aide Standards requirements as being “certified” or assessed to be “deemed competent” will be paid the applicable rate at rate of pay in accordance with Appendix “A” – Rates of Pay.

Updated list of “Grandfathered Nursing Aides” staff employed as of August 26<sup>th</sup>, 2003 and who remain employed as of the date of ratification, July 19<sup>th</sup>, 2013 of the renewal **Collective Agreement**.

## Nursing Aides

1. GLASGO, RITA
2. ZILKIE, AMBER

Letter of Understanding – “C”

Between

***Bloom Limited Partnership o/a AgeCare Riverview***

And

United Food and Commercial Workers ***Canada*** Union, Local ***No. 401***

Re: Current Employee Dental and Health Benefits Enrollment

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The Parties have agreed to allow current eligible employees, as of the date of ratification, to ***make application for enrollment*** into the dental and health benefits plans, where they are not currently enrolled.

This enrollment period will be for ***sixty*** (60) days from the date of ratification (***November 1<sup>st</sup>, 2022***).

This Agreement signed this \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

For the Employer:

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***Blair Phillips***

For the Union:

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***Sasha-Dawn Lyman  
Lorna Mason  
Kim Muncey  
Natasha Schmidt  
Ricardo de Menezes***

This Agreement was ratified on ***November 1<sup>st</sup>, 2022***.