

# **COLLECTIVE AGREEMENT**

**Between**

# ***CUPE***

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 8**

**And**



**MCKENZIE TOWNE RETIREMENT  
RESIDENCE**

Expires - December 31, 2014

cope #491

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## **ARTICLE 1 – PREAMBLE**

- 1.01 It is the desire of the parties to this agreement to maintain harmonious relations between the Employer and the Union and to work together in the promotion of the highest standard of care and services.
- 1.02 It is the desire of the parties to provide compassionate care for the residents to meet their physical and emotional needs in a safe and comfortable environment, treating them and their families with the respect and dignity that they deserve.

## **ARTICLE 2 - TERM OF AGREEMENT**

### **2.01 Duration**

This Agreement shall remain in effect and binding from January 1, 2013 to and including December 31, 2014, and shall continue from year to year thereafter unless either party gives to the other party notice in writing not less than sixty (60) days and not more than one hundred and twenty (120) days before the Agreement is specified to terminate that it desires its termination or amendment.

- 2.02 The parties agree that there will be no strike or lockout contrary to the provisions of the Alberta Labour Code as amended.

## **ARTICLE 3 - SCOPE AND RECOGNITION**

- 3.01 The word Employee/Employees as used in this agreement shall mean Employees referred to in this agreement, HCA, LPN and Graduate Nurse within the bargaining unit for whom the Union is recognized pursuant to Certificate #147-2004 issued in accordance with the Alberta Labour Relations Board. The Employer undertakes that it will not enter into any agreement or contract with those Employees either individually or collectively which may be in conflict with the terms of this collective agreement.

### **3.02 Representative of Canadian Union of Public Employees.**

The Union or any member thereof shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer.

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

## **ARTICLE 4 - DEFINITIONS**

- 4.01 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 18, Hours of Work, and one who has served the required probationary period.
- 4.02 A part-time Employee is one who has served the required probationary period and who is regularly scheduled to work forty-five (45) hours or greater, but less than seventy-five (75) hours bi-weekly. These Employees are entitled to vacation, statutory holidays and sick leave benefits on a prorated basis. It is agreed and understood that part-time Employees shall have first preference for available work.
- 4.03 A 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.
- 4.04 Temporary Employee is one who is hired for a period of three (3) months or less for a specific job. When a temporary Employee is hired, the Employer shall advise the Union in writing of the temporary Employee's name, classification, department and nature of the temporary assignment. The term of employment of such temporary Employee may be extended only by mutual agreement in writing, between the Employer and the Union. A temporary Employee may work either full-time or part-time hours.
- 4.05 The words biweekly period shall mean the two (2) calendar weeks constituting a pay period.
- 4.06 A casual employee means an employee who is called to work on a call-in basis, but who does not work a regular schedule. Such employee has the option of refusing work when it is made available, however, it is understood that a casual employee cannot unreasonably or consistently refuse to work shifts.

## **ARTICLE 5 - UNION SECURITY**

- 5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint, or coercion exercised or practiced upon any Employee because of membership in the Union.
- 5.02 All Employees who are members of the Union on the effective date of this collective agreement shall become, as a condition of employment members of the Union.

- 5.03 Deductions shall be made from each bi-weekly payroll effective the first full pay after receipt of notice of ratification of this agreement, and shall be forwarded to the secretary treasurer of the Local Union not later than the fifteenth 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 Employer agrees to send the Union office, each month a list of names, addresses and classifications of all new Employees and the names and current addresses of those and accompanied by a list of the names of the Employees from whose wages the deductions have been made and in what amount. The Employer agrees to send the Union office, each month a list of names, addresses and classifications of all new Employees and the names and current addresses of those Employees who have terminated employment. The Union will advise the Employer by letter of the amount of the dues initiation fees or other assessments one month in advance of the end of the pay period in which the deductions are to be made.
- 5.04 Upon ratification the Union will save the Employer harmless from any claims that may arise either from any deduction from wages in respect of check-off of Union monthly assessments or any action taken at the request of the Union.
- 5.05 The Employer will note the individual Union dues deducted and enter the amount on T4 slips issued to Employees for tax purposes.
- 5.06 A representative of the Union shall have the right to make a presentation of up to fifteen (15) minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement. Attendance at the presentation shall not be compulsory. The Union Representative's time to do the presentation shall only be paid by the Employer if the presentation occurs during the Employee's scheduled hours of work. No overtime or travel time shall be paid by the Employer.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

- 6.01 Except where specifically modified by the terms of this agreement, the Union acknowledges that all management rights are vested with the Employer. The Employer has the exclusive rights to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:
- a) To determine and establish standards and procedures for the service, care, welfare, safety and comfort of the clients of the Employer.

- b) To maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by Employees. Such rules will be made available to all Employees and the Union. The Employer reserves the rights to introduce new rules and policy and procedures from time to time, copies of which will also be made available to all Employees and the Union.
- c) To hire, transfer, layoff, recall, promote, retire, reclassify, 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 arbitration and dealt with as hereinafter provided and to hire persons to fill positions or newly created positions, so long as such does not conflict with the collective agreement.
- d) So long as such does not conflict with the collective agreement to determine the nature and kind of business conducted by the Employer; to determine the schedules of work, the number of shifts, the start and end time of shift, job content and requirements, quality and quantity of standards and the qualifications of Employees.
- e) Has the right to hire agency temporary staff as deemed necessary to schedule shifts not filled by McKenzie Towne Retirement Residence Employees. This includes any absenteeism.

## **ARTICLE 7 - DISCRIMINATION**

- 7.01 The Union, Employer and Employees agree that the Residence should be free from harassment. All parties agree to cooperate in preventing and investigating any complaints of harassment in the Residence.
- 7.02 The Employer, Employees and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any Employee because of membership or lack of membership in the Union.

## **ARTICLE 8 - UNION REPRESENTATION**

- 8.01 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.
- 8.02 The Union acknowledges that stewards must continue to perform their regular duties and not leave their work area without permission of the Employer.

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

8.04 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall 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 facility.

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

## **ARTICLE 9 - COMPLAINTS AND GRIEVANCES**

9.01 An Employee shall have the right to be accompanied by a Union Representative at each step of the resolution process.

9.02 It is the mutual desire of the parties hereto that complaints of Employees be addressed as quickly as possible. If a difference arises between the parties or person bound by this agreement as to the interpretation, application, operation or contravention or alleged contravention of this agreement or as to whether such a difference may be the subject of arbitration, the parties agree to meet and endeavour to resolve the grievance in the following manner. The Union shall notify the Employer in writing of the name of each steward and the department represented and the name of the Vice President.

9.03 An Employee having a question or complaint shall refer it to their immediate supervisor within ten (10) business days of the occurrence of the grievance or when the Employees reasonably became aware of the occurrence. At this stage, the Employee may be accompanied by a Union Steward. The supervisor shall reply to the Employee and Union, giving the answer to the difference within ten (10) business days, in writing, from date of submission. The Employee shall continue to work in accordance with the agreement until the difference is settled, except in the case of suspension or dismissal.

Employees alleging dismissal or suspension without cause may commence their grievance at Step 2 within ten (10) days of the occurrence

If no resolution then go to:

### **Step 1**

Failing settlement at the Complaint Stage, the Union and the grievor shall submit a completed written grievance setting out:

- a) The name of the grievor
- b) The nature of the grievance
- c) The remedy or correction the Employer is requested to make
- d) The section(s) where the Agreement is alleged to have been violated and to deliver it to the Executive Director within ten (10) calendar days following receipt of the reply from the Supervisor. The Executive Director shall render their decision in writing to the Union and the grievor within ten (10) calendar days after presentation of the written grievance.

### 9.04 **Step 2**

Failing a satisfactory settlement in Step 1, the grievance may be submitted within ten (10) days of the reply to Step 2.

Upon receipt of the grievance the Executive Director, or their designate, will then arrange a meeting for the purpose of attempting a successful resolution to the alleged grievance. The Employee, the Executive Director, or their designate, and Union Representative(s) will attend this meeting. A Representative of the Corporate Employer may also attend. The meeting will take place within ten (10) days of receipt of the grievance or on a date that is mutually agreed to by the parties. The decision of the Executive Director, or their designate, will be made in writing within five (5) days from the meeting date.

Failing settlement at Step 2, the grievance may be referred to arbitration by either party to this agreement within thirty (30) days of the decision being received at Step 2.



#### 9.05 **Group Grievance**

Where a number of Employees have similar grievances, they may present a group grievance within the same time limits prescribed for an individual grievance. The Grievor's names must be listed on or attached to the grievance form. Should such grievance be referred to Arbitration, the matter shall be adjudicated as a group grievance.

The subject of a group grievance shall not form the basis of an individual grievance and vice versa. If a group grievance could be filed, then it is agreed that individual grievances will not also be filed.

#### 9.06 **Policy Grievance**

The Union and the Employer shall have the right to file a grievance based on a difference arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. The Union may not file a grievance regarding any matter upon which an Employee may personally grieve. Time limits in Article 9.04 will apply to a Union grievance and such grievance must be in writing. Such grievance shall commence at Step 1.

- 9.07 a) Time limits fixed in complaints, grievance and arbitration procedures may only be extended by mutual written consent of the parties.
- b) Time limits referred to in this article, exclude Saturdays, Sundays and Paid Holidays.
- c) If at any stage of the complaints, grievance and arbitration procedures, a matter has not been processed by the Union in accordance with the specified time limits, the matter shall be deemed to have been withdrawn. Failure of the Employer to meet the specified time limits shall permit the Union to take the next steps in the grievance procedure.
- 9.08 Either party to this agreement may refer grievances to expedited grievance mediation upon mutual agreement between the Union and Employer. The Union and Employer agree to share all costs related to grievance mediation on an equal basis.
- 9.09 The parties to this Agreement acknowledge that any difference which has been properly carried through all steps of the grievance procedure outlined and which has not been settled, will, at the written request of either of the parties, be referred to an Arbitration Board within thirty (30) working days of receipt of the reply of the final step. The parties, in writing, may mutually agree to the appointment of a sole Arbitrator. If they cannot

agree on the appointment of the sole Arbitrator in fourteen (14) calendar days, the selection of the sole Arbitrator shall be referred to the Minister of Human Resources and Employment. Upon appointment, the sole Arbitrator shall be governed by the provisions of this Agreement dealing with an Arbitration board.

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

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

- 9.11 Within seven (7) days of the appointment of the second nominee, the two (2) nominees shall select a Chairman 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.

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

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

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

## **ARTICLE 10 - SENIORITY**

### **10.01 Seniority Accrual**

Employees will accumulate seniority on the basis of one (1) year for each one thousand nine hundred and fifty (1,950) hours worked and one (1) month for each one hundred and sixty-two and one-half (162.5) hours worked. Seniority will be acquired when an Employee has completed their probationary period and be retroactive to the last date of hiring. Relief Employees will not accrue seniority.

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

10.02 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.

10.03 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.

### **10.04 Transfer to Full-Time Employment**

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

### **10.05 Loss of Seniority**

An Employee shall lose their seniority and have their employment cease in the event the Employee:

- a) Resigns.
- b) Is discharged for just cause and not reinstated.

- c) Is absent from work in excess of three (3) working days without notifying the Employer, unless such notice was not reasonably possible in the Employer's opinion.
- d) Fails to return to work within ten (10) calendar days following a recall from layoff and after being notified by registered mail 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.
- e) Has been laid off for a period of twelve (12) months
- f) Fails to return to work as scheduled upon the completion of an approved leave of absence
- g) Accepts employment elsewhere while on a leave of absence

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

#### **ARTICLE 11 - PROBATIONARY EMPLOYEES**

11.01 A newly hired full-time or part-time Employee must successfully complete a probationary period of four hundred and fifty (450) hours worked on or before the expiry of the initial probationary period. The Employer will confirm to the Employee the decision to confirm their appointment as having completed their probation or extend the probationary period by mutual agreement between the Union and the Employer.

The probationary period is for the purpose of training Employees and to allow the Employer to assess Employee's suitability for continued employment.

#### **ARTICLE 12 - JOB POSTING, PROMOTIONS, TRANSFERS, VACANCIES**

12.01 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.

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

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

12.04 **Both Parties recognize:**

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

**ARTICLE 13 - BULLETIN BOARDS**

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

**ARTICLE 14 - LEAVE OF ABSENCE**

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

- 14.01 a) Employees who are on a leave of absence will not engage in any gainful employment with any other Employer while on such leave, unless otherwise agreed by the Union and Employer. Any Employee who engages in gainful employment while on a leave of absence will forfeit all seniority rights and privileges contained in this agreement.
- b) An Employee who has been granted a leave of absence of any kind, and who overstays their leave of absence, without permission of the Employer and cannot provide a justifiable explanation, shall be considered to have terminated their employment.

- c) To qualify for a leave of absence except in cases of emergency, the Employee must have completed one (1) year of service with the Employer.
  - d) All requests for leave of absences must be submitted to the Executive Director for final approval. Requests shall not be unreasonably denied.
- 14.02 An Employee may be granted a leave of absence without pay for a period of time not to exceed six (6) weeks for personal reasons provided that such leave may be arranged without undue inconvenience to the normal operations of the Residence. Except in emergencies, written applications for leave of absence must be made at least two (2) weeks in advance of such leave. Requests for an emergency leave of absence shall not be unreasonably denied. However, the Employee may be required to provide reasonable evidence of such an emergency.
- 14.03 An Employee may apply for an unpaid educational leave of absence provided the course being taken is to the benefit of the Residence and absence does not cause undue hardship. This leave must be applied for in writing at least one (1) month in advance of the leave and must indicate the expected date of return to full employment status. The Employee may choose to work at the Residence on a temporary basis during this period. The Employer has the right to approve or disapprove such leave.
- 14.04 Benefits will accrue from the date of return to employment following such leave of absence. No Employee will accumulate seniority, sick leave, or earned vacation nor will other benefits be paid or accrued while on a leave of absence, other than those outlined below:
- a) Periods of sick leave paid by the Employer
  - b) Leaves of absence with pay up to three (3) months
  - c) Bereavement leave
  - d) Employer paid jury witness duty
  - e) Paid vacation
  - f) While on approved Union leave of absence, two (2) times per year
  - g) For the health related portion of pregnancy leave.
- 14.05 Employees shall not be entitled to named holidays with pay, which may fall during the period of leave of absence.

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

## **ARTICLE 15 - PARENTAL LEAVE**

### **15.01 Maternity Leave**

- a) A full-time, part-time, temporary and relief Employee, who has completed twelve (12) months continuous employment shall, upon her 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 that she commences maternity leave not later than the date of delivery.
- b) Maternity leave shall be without pay and benefits. For that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work the Employee is eligible for sick leave or EI SUB Plan Benefits. Maternity leave shall be without loss of seniority. The total period of maternity leave shall not exceed twelve (12) months unless mutually agreed between the Employer and the Employee.
- c) A full-time and part-time Employee on maternity leave shall provide the Employer with two (2) weeks written notice of readiness to return to work at which time the Employer will reinstate the full-time and part-time Employee in the same classification held by her immediately prior to taking maternity leave and at the same basic rate of pay.

### **15.02 Paternity Leave**

The Employer shall grant up to three (3) days with pay for paternity leave for the birth of the Employee's child.

### **15.03 Parental Leave**

The Employer shall grant an Employee parental leave as per the Employment Standards Code.

#### 15.04 **Adoption Leave**

A full-time, part-time, temporary and relief Employee who has completed twelve (12) months continuous employment, shall, upon written request, be granted leave without pay for up to twelve (12) months as necessary for the purpose of adopting a child. Upon two (2) weeks written notice of intent to return to work, the Employee shall be re-engaged in the same classification held immediately prior to taking adoption leave and at the same rate of pay.

#### 15.05 **Union Leave**

Provided the efficiency of the work site shall not be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to no more than two (2) Employees elected or appointed to represent the Union at Union conventions, workshops, seminars or schools. The total number of absences will not exceed six (6) per year.

### **ARTICLE 16 - BEREAVEMENT LEAVE**

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

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

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

Parents in Law, Brother in Law, Sister in Law, Brother and Sister

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



## **ARTICLE 17 - JURY AND WITNESS DUTY**

- 17.01 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 18 - HOURS OF WORK**

- 18.01 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.
- 18.02 A 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. These Employees are entitled to vacation, statutory holidays and sick leave benefits on a pro rated basis. It is agreed and understood that part-time Employees shall have first preference for available work.
- 18.03 A 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.
- 18.04 A temporary Employee is one who is hired for a period of three (3) months or less for a specific job. The term of employment of such temporary assignment may be extended only by mutual agreement in writing between the Employer and the Union.
- 18.05 Once schedules have been assigned, no changes will be made by either party without mutual agreement or by way of posting with two (2) weeks written notice to a new schedule.
- 18.06 The Employer agrees to schedule hours so there shall be a minimum of eight (8) consecutive hours off duty between the completion of one (1) shift and commencement of the next.
- 18.07 On the date of conversion from Daylight Savings Time to Mountain Standard Time, regular hours of work shall be extended to include the additional hour with additional payment due at the applicable overtime rate.

- 18.08 The Employer shall endeavour to arrange for full-time Employees to have every second weekend off. The Employer shall endeavour to arrange for part-time to have one weekend off in four (4) unless hired to work weekends only. Part-time Employees may voluntarily forgo the option of having every fourth weekend off by providing written notice to the Employer of their desire to work additional weekends.
- 18.09 Employees who are currently working a fixed shift, shall be given two (2) weeks' notice of a change of rotation.
- 18.10 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.
- 18.11 Twelve hour shifts will be implemented with a paid 15 minute break in first half of shift. An unpaid meal break of 30 minutes and a 15 minute paid break middle of shift and paid 15 minute break in second part of shift.

#### **ARTICLE 19 - LUNCH OR MEAL PERIODS**

- 19.01 An unpaid meal period of thirty (30) minutes shall be provided for all Employees and such meal period shall be uninterrupted except in the case of emergency. Any Employee who is required to remain available and in the Residence during their meal period shall be paid for that meal period.
- 19.02 Employees will be allowed one fifteen (15) minute relief period, without reduction in pay as follows for the following shifts:
- Less than four (4) hours - no relief period
  - More than four (4) hours but less than seven and one half (7.5) hours - one (1) relief period
  - More than seven and one half (7.5) hours but less than eleven and one half (11.5) hours – two (2) relief periods
  - More than eleven and one half (11.5) hours – three (3) relief periods

## **ARTICLE 20 - PREMIUMS**

**Effective January 1, 2013**

### **20.01 LPN's**

LPN's will receive a \$2.00 per hour shift premium for all hours worked between 1500 – 2300 (Evening Shift).

LPN's will receive a \$2.50 per hour shift premium for all hours worked between 2300 – 0700 (Night Shift).

LPN's will receive a \$1.25 per hour shift premium for all hours worked between Friday 2300 and Monday 0700.

### **20.02 HCA's**

HCAs will receive \$1.25 per hour shift premium for the weekend shift Friday 2300 to Monday 0700.

HCAs will receive \$1.00 per hour shift premium for the evening shift 1500 – 2300.

HCAs will receive \$1.25 per hour shift premium for the night shifts 2300 – 0700.

**Effective January 1, 2014**

20.01 Employees will receive a \$2.00 per hour shift premium for all hours worked between 1500 – 2300 (Evening shift).

20.02 Employees will receive a \$2.50 per hour shift premium for all hours worked between 2300 – 0700 (Night shift).

20.03 Employees will receive a \$1.25 per hour shift premium for all hours worked between Friday 2300 and Monday 0700 (Weekend shift).

## **ARTICLE 21 - OVERTIME**

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

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

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

(ii) All hours in excess of 75 hours in a two week pay period.

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

21.03 When Employees are called back to work after working a seven and one half (7.5) hour shift or more upon completion of their shift, such Employees will receive a minimum of three (3) hours pay at straight time rates or actual hours worked at one and one-half times (1 1/2X) the Employee's regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of Employees required to work immediately prior to the commencement of their regular shift.

## **ARTICLE 22 - WAGES**

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

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

23.01 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.

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

## **ARTICLE 24 - PAY DAYS**

### **24.01 Pay Days**

The Employer shall pay salaries and wages bi-weekly for hours worked in accordance with the hourly wages set forth in Schedule "A" attached hereto and forming part of this Agreement. On each payday by 1500 each Employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. Those statements will be made available by the Employer for pickup at the Residence by the Employee.

## **ARTICLE 25 - STATUTORY HOLIDAYS**

25.01 The following days shall be recognized as paid holidays:

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

and any day proclaimed as a holiday by either the Federal, Provincial or Municipality government.

### **25.02 Full-Time Employees**

- a) full-time Employees shall be paid at one and one-half times (1 1/2X) 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.

### 25.03 Part-Time Employees

- a) part-time Employees shall be paid at one and one-half times (1 1/2X) 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.

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

## ARTICLE 26 - VACATION

26.01 The Union recognizes the Employer's requirement that staff are available at all times to ensure efficient operation of the Residence. The Employer will give reasonable consideration to an Employee's request for vacation dates of the Employee's choice in order of the Employee's seniority. All Employees should indicate their choice of vacation dates by April 1<sup>st</sup> and any Employee who fails to submit a request for days off form will have waived their right to their choice of vacation period over other Employees, regardless of their seniority standing. The Employer will, not later than May 31<sup>st</sup>, post a schedule of vacation for all Employees who have indicated their vacation preference.

26.02 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 26.02 (a) the Employer may, subject to operational requirements, grant vacations in less than five working days blocks.

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

#### 26.04 Full-time and Part-time Employee Vacation Entitlement

<u>Length of Service</u>	<u>Vacation Entitlement</u>
Less than 1 year	1 day/month - max. 10
1 year or more	2 weeks 4%
3 years or more	3 weeks 6%
8 years or more	4 weeks 8%
15 years or more	5 weeks 10%

#### 26.05 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.

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

## ARTICLE 27 - SICK LEAVE

27.01 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.

- 27.02 a) After completion of the probationary period, Employees shall be granted sick leave credits for personal illness from the date of employment. Such credit shall be granted on the basis of one day per month of service and shall not exceed ten (10) days per year. Sick days will not accumulate from year to year.
- b) Full-time and part-time Employees, working no less than forty-five (45) hours bi-weekly, shall be granted sick leave credits for personal illness after completion of the probationary period. After successful completion of the probation period, Employees will be eligible for ten (10) shifts at regular scheduled hours for those days and shall not exceed ten (10) shifts per year.

Sick days will not accumulate from year to year.

Banked sick days will not be paid out upon termination.

27.03 The Employer requires an Employee absenting themselves on account of personal illness for two (2) days or more shall furnish a doctor's note issued by a qualified medical practitioner certifying the Employee was unable to work due to personal illness.

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

- 27.05 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 27.



- 27.06 a) Employees unable to report for scheduled work on account of personal illness must notify the Employer with as much notice as possible on the first day of illness before they would normally report to work.
- 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.
- 27.07 a) If sick leave credits are exhausted before the Employee is able to return to work and, if no sick leave benefits such as those provided under Employment Insurance legislation are available to them, then Employees may apply for leave of absence pursuant to Article 14.01 of this agreement in which case the Employer agrees that leave of absences will not be unfairly denied.
- b) Positions that have been (or it is anticipated will be) vacant due to illness, injury or approved L.O.A. for two (2) or more years shall be deemed to be vacant and shall be posted per Article 12.01. The Employee who held the position immediately prior to it becoming vacant shall not retain any rights to that position. Should that Employee subsequently be capable of returning to work, they shall be given first preference for the next available vacant position they are qualified for.

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

28.01 Effective the date of ratification, 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.

Effective June 1, 2011, 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 available.

Effective June 1, 2011, delete the room and board in a private hospital room benefit.

### **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.

## ARTICLE 29 - LAYOFF AND REHIRE

Definition - The definition of a layoff for a full-time Employee is a reduction in hours and the definition of a layoff for a part-time Employee is an elimination of a position.

- 29.01 a) The Employer agrees to not contract out any work of the Bargaining Unit that would result in the layoff of any member of the Bargaining Unit, however, should it become necessary to reduce the workforce, the least senior Employee of the affected job classification in the Care Centre shall be laid off.
- b) In the case of staff reductions and rehiring, seniority shall apply with priority given to full-time Employees to retain full-time work.
- c) When staff reduction involving more than three (3) Employees occurs, the Secretary of the Union will be promptly notified.
- 29.02 a) The Employer shall notify an Employee who is to be laid off in accordance with the length of time the Employee has been employed by the Employer, as follows:
- Employee with three (3) months but less than two (2) years Seven (7) calendar days
  - Two (2) years but less than four (4) years employment days Fourteen (14) calendar
  - Four (4) years but less than six (6) years employment days Twenty-one (21) calendar
  - Six (6) years but less than eight (8) years employment days Twenty-eight (28) calendar

- b) If an Employee is laid off and they are not provided with notice of lay-off as specified in (a) above, then they shall be paid a sum of money that is at least equal to the wages that they would have earned if they had worked their regular hours of work for the period of notice applicable to the Employee under clause (a) above.
- 29.03
- a) Employees on lay off shall be recalled in the order of their seniority for the job classification in the Residence, subject to Article 12.04 b).
  - b) An Employee who fails to signify intention to return to work or fails to return to work per the following, shall forfeit any claim to re-employment:
    - (i) Failure to signify intention to return to work within three (3) days of the receipt of the notice of recall, which shall be in writing addressed to the last known address of the Employee according to the records of the Employer, or
    - (ii) Failure in fact to return to work within a further five (5) days of such signification, except when an Employee is required to give up to two (2) weeks' notice to another Employer.
  - c) Employees on lay off may accept temporary work as a casual Employee without affecting their recall status and seniority standing upon recall. Such Employees shall be governed by the Collective Agreement provisions applicable to casual Employees.

### **ARTICLE 30 - RETROACTIVITY**

- 30.01 Any Employee who is currently working for the Employer, prior to the date upon the signing of this agreement will be eligible to receive retroactively any increase in salary for any hours worked during the period.

### **ARTICLE 31 - DISCIPLINE AND DISMISSAL**

- 31.01 Written disciplinary notice may only be given to Employees for poor conduct or unsatisfactory job performance.
- a) This does not prevent immediate dismissal for just cause, subject to the outstanding grievance procedure.
  - b) Copies of all disciplinary notices shall be forwarded to the Union within twenty-four (24) hours of being presented. Employees shall be given the opportunity to sign

disciplinary notices as having been read, but are not required to do so. The Union shall be notified of all discharges in writing within twenty-four (24) hours of being presented.

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

- 31.02 An Employee absent without notifying the Employer will be subject to progressive discipline up to and including termination unless such notice was not reasonably possible.
- 31.03 Upon service of at least five (5) written day's notice, an Employee shall have the right to review their personnel file once each year or when the Employee has filed a grievance.
- 31.04 Twenty-four (24) months following disciplinary action by the Employer the record of such disciplinary action will be removed from the Employee's file, provided there has been no disciplinary action of any kind taken by the Employer with that Employee in that twenty-four (24) month period.

## **ARTICLE 32 - RESIGNATIONS**

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

## **ARTICLE 33 - JOB DESCRIPTIONS**

- 33.01 Up-to-date job descriptions shall be available to all Employees.
- 33.02 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.
- 33.03 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 34 - HEALTH AND SAFETY**

- 34.01 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.
- 34.02 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 regards to these matters.

- 34.03 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 35 - UNION MANAGEMENT COMMITTEE**

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

**ARTICLE 36 - GENERAL**

**36.01 Correspondence**

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

36.02 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.

**36.03 Uniforms**

Full time staff will receive three (3) uniforms per year.  
Part time staff will receive two (2) uniforms per year.

ON BEHALF OF CUPE LOCAL 8

[Redacted signature]

[Redacted signature]

ON BEHALF OF MCKENZIE TOWNE  
RETIREMENT RESIDENCE

[Redacted signature]

[Redacted signature]

DATE: 6 MAY 1 2013

DATE: MAY 15 2013

**CUPE - MCKENZIE TOWNE RETIREMENT RESIDENCE**

**WAGE SCHEDULE**

		EXPIRED JAN. 1, 2012	JANUARY 1, 2013	JANUARY 1, 2014 3.5%
LPN	Start Rate (Probation)	23.80	24.27	25.12
	451-3900	24.12	25.25	26.13
	3901-5850	25.40	25.91	26.82
	5851-7800	25.31	26.59	27.52
	7801-9750	26.69	27.22	28.17
	9751+	27.34	27.89	28.87
HCA	Start Rate (Probation)	15.87	16.85	17.44
	451-3900		17.27	17.87
	3901-5850		17.70	18.32
	5851-7800		18.14	18.77
	7801-9750		18.59	19.24
	9751+		19.05	19.72
LPN Uncertified		22.08	22.52	23.31

**LETTER OF UNDERSTANDING**  
**between**  
**McKenzie Towne Retirement Residence**  
**and**  
**Canadian Union of Public Employees, Local 8**  
**(on behalf of Employees employed at McKenzie Towne Retirement Residence)**

The parties agree that the Employer needs to secure an On-Call Weekend LPN Pool to ensure appropriate LPN coverage on weekends; therefore, as a result of that, the parties agree to the following:

- 1) The LPN classification will be paid a shift differential of three dollars (\$3.00) per hour while on-call from Friday night at 1500 until Monday a.m. at 0700.
- 2) The parties agree that this practice may cease with sufficient notice being given to the union.

**Signed on behalf of the Employer**

[Redacted signature]

[Redacted signature]

*[Handwritten initials]*

**Signed on behalf of the Union**

[Redacted signature]

[Redacted signature]

*[Handwritten initials]*

6 MAY 2013

**Date**