



TOUCHMARK'S MONETARY PROPOSALS

ARTICLE 1
TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect on September 1, 2021 up to and including **August 31, 2024 2028** and from year to year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, of its desire to amend this Collective Agreement.

ARTICLE 23
TEAM MEMBER BENEFITS PLAN

- 23.01 (a) Eligible Team Members shall participate in the benefits plans as a condition of employment until age 70 except in the case of Long Term Disability Insurance Plan until age 65
- Either single or family coverage including common law relationships of twelve (12) months or greater.
- (b) (i) A Team Member may opt-out of extended health and or extended dental coverage by confirming benefit and insurance coverage with another carrier.
- (ii) Team Members may enroll in the Benefits Plan on any date confirming qualifying life change or coverage change or any other time subject to the late entrant provisions of the Plan.
- 23.02 The Employer shall provide the following group plans for which participation is compulsory for all eligible Team Members:
- (a) Prescription drug coverage, which provides eighty percent (80%) reimbursement of eligible expenses with no overall maximum and no deductible of current year costs and a maximum dispensing fee;
- (b) Extended Health coverage, which provides one hundred percent (100%) reimbursement of eligible expenses up to the maximums of current year costs plus vision care coverage providing for an eye exam every 24 months and up to four hundred dollars (\$400) every two calendar years per person for corrective lenses including contact lenses;
- (c) Extended Dental coverage which provides eighty percent (80%) reimbursement of eligible basic services; fifty percent (50%) reimbursement of eligible extensive services; and fifty percent (50%) reimbursement of eligible orthodontic services; of current year costs;
- A maximum annual reimbursement of three thousand dollars (\$3000.00) per insured person per benefit year shall apply to Levels I through IV services. Orthodontic services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3000.00) per insured person.

- (d) Group Benefits, which cover life insurance and accidental death and dismemberment insurance in an amount of ~~one times (1X)~~ **one point five times (1.5X)** gross annual earnings to the next highest \$1,000, whichever is greater and maximum amount coverage of \$150,000 \$250,000; and ~~(subject to carrier approval)~~
 - (e) Long-term Disability Insurance.
 - (f) A direct electronic pay card for all dental and prescription drug plan reimbursements.
 - (g) \$750 (seven hundred and fifty dollars) per person per calendar year for professional services.
- 23.03 Where the benefits specified in Article 23.02 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.
- 23.04 The premium costs shall be shared 75% by the Employer and 25% by the Team Member.
- 23.05 The Employer shall distribute to all Team Members brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.
- 23.06
 - (a) The Employer shall provide one copy of each of the plans to the Provincial Office of The Alberta Union of Provincial Employees.
 - (b) The Employer shall advise The Alberta Union of Provincial Employees of all premium rate changes pursuant to Article 23.01.
- 23.07 Such coverage shall be provided to Regular and Temporary Team Members except for:
 - (a) A Part-Time Team Member whose regularly scheduled hours of work are fewer than fifteen (15) hours per week:
 - (b) A Temporary Team Member who works fewer than 25 hours per week averaged over one complete Cycle of the Shift Schedule or who is hired to work for a position of less than six months.
- 23.08 The Employer shall advise the Team Members covered by benefits of all premium rate changes. This shall be provided in writing as soon as practicable after the Employer is notified of it.
- 23.09 Eligible Team Members may decline extended health and/or extended dental coverage provided that they can provide proof of comparable coverage.
 - (b) (i) The method of recall shall be by telephone, and if contact with the Team Member on layoff is not accomplished, by registered letter or courier sent to the Team Member's last known place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Team Member so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.
- 29.16 (a) Employment shall be deemed terminated when a Team Member does not

return from layoff when notified to do so, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs. Where a Team Member on layoff occupies a temporary position, the twelve (12) month period shall be suspended during their temporary position and shall recommence upon the termination of the temporary position for the balance of the twelve (12) month recall period.

- (b) A Team Member's right to recall under Article 29.16 will expire if the Team Member refuses recall to a position with the same classification, FTE, shift pattern, and site as their pre-layoff position, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.

Casual Shifts

- 29.17
- (a) Team Members on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts.
 - (b) Casual shifts shall be offered to:
 - (i) Regular Team Members who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;
 - (ii) Casual Team Members and Regular Part-time Team Members who have indicated their willingness to work additional shifts pursuant to Article 28.
 - (c) Team Members on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

ARTICLE 36 PROFESSIONAL FEES

36.01 ~~Effective July 1, 2016~~ **January 1, 2026**, all Licensed Practical Nurses shall be reimbursed for all dues paid to their Professional College or Association, to a maximum of three hundred and fifty dollars (\$350.00), **Licensed Practical Nurses shall be reimbursed for all dues and liability insurance up to a combined maximum of \$400 per year. Documentation of dues and insurance expenses must be provided to the employer in order to receive reimbursement. Team members are not permitted to seek reimbursement from the Employer if they are eligible to receive this benefit from a different employer.**

- ~~(a) at the beginning of their next registration year, they have an active registration in their Professional College, and requires such active registration to perform their duties; and~~
- ~~(b) They have an average of zero point two (0.2) FTE or greater hours actually worked in the previous fiscal year.~~
- (c b) Employees are only entitled to one (1) payment from one (1) Employer per year.

MAIN SALARY SCHEDULE

September 1, 2024 – 0% (LOU re: Lump Sum forthcoming)

September 1, 2025 – 6.09%

September 1, 2026 – (LOU re: Opening Salary Schedule A forthcoming)

September 1, 2027 – (LOU re: Opening Salary Schedule A forthcoming)

Note: Intent of LOU re: Opening Salary Schedule A is that the rest of the contract remains in effect through 8/31/2027. We will only open up Salary Schedule A for bargaining.

Note: Intent of LOU re: Lump Sum is to avoid complications with retro wage calculations by replacing with a lump sum.

LETTER OF UNDERSTANDING #6
-BETWEEN-
TOUCHMARK AT WEDGEWOOD, A CANADIAN PARTNERSHIP
-AND-
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Team Members in the bargaining unit. Severance is intended to provide financial assistance to the Team Member until they secure employment.
2. The Employer will offer the following severance in the form of salary continuance to eligible Regular Team Members:
 - (a) A Regular Team Member shall be eligible for salary continuance in the amount of one pay period of regular pay at their Basic Rate of Pay for the first 1898.75 hours actually worked as a Regular Team Member, and one pay period of seventy-five percent (75%) of their Basic Rate of Pay for each subsequent period of 1898.75 hours actually worked to a maximum of five pay periods, or until the Team Member secures employment, whichever is earlier. Pay periods are semi-monthly.
 - (b) For purposes of severance, employment must be continuous. Any severance will be calculated only from the last date of hire recognized with the Employer.
3. A Regular Team Member who has received layoff notice in accordance with Article 29: Layoff and Recall and for whom no alternate vacant position is available, shall have the option to select either of:
 - (a) Layoff with recall rights as specified in Article 29: Layoff and Recall; or
 - (b) Severance in accordance with this Letter of Understanding.
4. A Regular Team Member who accepts severance pay as described above, shall have terminated their employment, with no further rights to recall.
5. A Team Member who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. Severance will not be offered when a layoff results from an act of God, fire or flood.
7. A Regular Team Member who receives notice of layoff shall have 14 calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Team Member wishes to take the Severance offered by the Employer. Any Team Member who does not advise the Employer, in writing of the Team Member's decision to accept severance shall be deemed to have selected layoff in accordance with Article 29: Layoff and Recall.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.
9. This Letter of Understanding shall apply over a period of time beginning the date of ratification by the Union and ending August 31, 2024, or upon the date of ratification of the next Collective Agreement, whichever is later.

10. Additional severance of 2 weeks is available. To be eligible to receive this additional severance pay the team member must work every scheduled shift through the final day of the notice period provided by the employer.

On behalf of the Employer

On behalf of the Union

Date

Date

LETTER OF UNDERSTANDING #7

-between-

TOUCHMARK AT WEDGEWOOD, A CANADIAN PARTNERSHIP

-AND-

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: FLEXIBLE SPENDING ACCOUNT

- (a) Team Members enrolled in group health benefits shall be eligible for a Flexible Spending Account beginning July 1, 2023.

Effective January 1, 2024 ~~2026~~

- (i) An annual amount of ~~six hundred dollars (\$600.00)~~ **seven hundred dollars \$700** (shall be deposited in the eligible Team Member's account on January 1, ~~2024~~ **2026**).
- (b) Team Members who, in the course of a calendar year, are hired or transferred into a position which is eligible for the Flexible Spending Account shall be:
- (i) entitled to a Flexible Spending Account on a pro-rata basis, based on the number of full months remaining in the calendar year from the date the benefit eligible position is attained; and
- (ii) eligible to use their Flexible Spending Account for eligible expenditures incurred on or after the eligibility date for health and dental benefits under Article 23.
- (c) A Team Member whose eligibility for group health benefits has terminated shall have one (1) month from the first of the month following their loss of eligibility to submit a claim for eligible expenditures. For the purpose of this clause, eligible expenditures must have been incurred prior to the date of loss of eligibility.
- (d) The Employer, in conjunction with the Insurer of the account, shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.
- (e) The FSA shall be restricted to and administered in accordance with the Plan, the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.
- (f) The Flexible spending account may be used for the items as specified in the Policy with the Insurer, under both the Health Spending Account or the Personal Spending Account.
- (g) Where the Employer chooses to contract with an insurance carrier for the administration of the Flexible Spending Account, the administration of the Flexible Spending Account shall be subject to and governed by the terms and conditions of the applicable contract.
- (h) Any unused allocation in a Team Member's Flexible Spending Account as of December 31st of each calendar year is forfeited.

On behalf of the Employer

On behalf of the Union

Date

Date