

LETTER OF AGREEMENT

Between

CBI Home Health (AB) Limited Partnership operating as CBI Health – Edmonton North
(the “**Employer**”)
And

ALBERTA UNION OF PROVINCIAL EMPLOYEES
Local 047 Chapter 008
(the “**Union**”)

RE: MERGER OF CBI HEALTH – EDMONTON NORTH OFFICE AND CBI HEALTH – EDMONTON SOUTH OFFICE (formally We Care)

WHEREAS the Union and the Employer are currently parties to a collective agreement which expired on December 31, 2020 (the “**Collective Agreement**”);

AND WHEREAS the Union and the Employer are currently engaged in collective bargaining for the renewal of the Collective Agreement;

AND WHEREAS the Employer intends to merge the offices and operations of the current bargaining unit office identified as CBI Health – Edmonton North with the non-union office identified as CBI Health – Edmonton South;

AND WHEREAS the date for such merger shall be effective no later than the beginning of the second pay period after the the introduction of the AlayaCare software at both offices;

AND WHEREAS the parties wish to integrate the employees of CBI Health – Edmonton South into the Collective Agreement;

NOW THEREFORE THE EMPLOYER AND THE UNION AGREE AS FOLLOWS:

1. Effective the date of the merger, all employees in the classification of Health Care Aide and Licensed Practical Nurse currently employed at the CBI Health – Edmonton South office shall become bargaining unit members covered by the Collective Agreement.
2. All terms and conditions of the Collective Agreement shall apply to the employees identified in paragraph 1, upon the effective date of the merger, including but not limited to:
 - (a) Employees identified in paragraph 1 above shall be compensated according to the rates of pay laid out in the current Wage Schedule, based on their cumulative career hours worked out of the CBI Health – Edmonton South office.

- (b) If an Employee's rate of pay at the time of the merger is higher than the rate in the Wage Schedule commensurate with their accumulated hours worked, such Employee shall be held at their current wage until such time as the rate of pay in the schedule is equal to or greater than their current wage.
- (c) The Employer shall remit dues for former CBI Health – Edmonton South Employees in accordance with Article 4.
- (d) Employee Service at CBI Health – Edmonton South shall be recognized as seniority in the bargaining unit as per Article 10 of the Collective Agreement. As such, the seniority of the two groups shall be dovetailed into one master seniority list.
- (e) Employees from both offices will maintain their primary geographic areas in which they currently provide availability. For clarity, the CBI Health – Edmonton North office services the following geographic areas and postal codes:
- 07 – T5J, T5K, T5M, T5N
 - 08 – T5B, T5H, T5W
 - 10 – T5E, T5G, T5L
- And, the CBI Health – Edmonton South office services the following:
- Southeast – T6A, T6B, T6C, T6E, T6P
 - Sherwood Park and surrounding range roads
 - Leduc/Rural – Leduc, Leduc County, Devon, Thorsby, Warburg, New Serepta, Calmar
3. Also effective on the date of the merger, all employees located at the CBI Health – Edmonton North Office in the classifications of Intake Liaison and Reception as well as those office employees who, through past practice have been included in the bargaining unit will cease to be members of the bargaining unit covered by the Collective Agreement. Similar office positions at the CBI Health – Edmonton South office will remain outside of the bargaining unit.
- (a) As part of the collective bargaining process, the Collective Agreement will be amended to remove reference to Office Employees.
- (b) If layoffs of office employees occur because of or within one year following the merger effective date, fourteen (14) days' notice or pay in lieu of notice shall be provided to affected employees in addition to the severance provided for in Article 26.06 of the Collective Agreement.
- (c) If office employees facing layoff have the required qualifications to perform HCA or LPN work, they may elect to accept such bargaining unit positions so long as no other bargaining unit employee is displaced. If an employee elects this option, they will be credited with any past hours in the classification.
4. The Employer shall provide the Union with an opportunity to make presentations of not less than twenty (20) minutes to the employees of CBI Health – Edmonton South to provide a Union

orientation. Such orientation may be provided virtually and if so, the Employer shall assist the union in obtaining necessary Union paperwork from the employees.

5. The Employer shall provide to the Union a listing of CBI Health – Edmonton South employees as soon as possible. Such listing shall include:

- (i) Employee name
- (ii) Employee ID number
- (iii) Classification and Status (Full-time, Part-time, Temporary, Casual)
- (iv) Work location and/or geographic zone of work assignment
- (v) Address, personal phone number and email address
- (vi) CBI Health – Edmonton South date of hire, hours worked, and hours worked during the period of Jun 1, 2020 to May 31, 2021.

6. The Employer will also provide the current terms and conditions of Employment for such CBI Health – Edmonton South Employees. The Union reserves the right to modify its collective bargaining proposals based on information contained in such disclosure.

TO WITNESS THEIR AGREEMENT, the parties have duly executed the Memorandum of Agreement on the dates set out below:

SIGNED ON BEHALF OF THE EMPLOYER:



SIGNED ON BEHALF OF THE UNION:



DATE: _____ Sept 10, 2021 _____

DATE: _____ Sept. 10, 2021 _____