



**Retirement
Concepts**

Collective Agreement

Between

Well Being Services (Millrise) Ltd.

And

**Alberta Union of Provincial Employees
Local 048 Chapter 034**

Expires: December 31, 2019

NUMERICAL TABLE OF CONTENTS

<u>Article #</u>		<u>Page</u>
1	Purpose and Preamble	1
2	Term.....	2
3	Definitions.....	2
4	Recognition of the Union and Application	4
5	Union Membership and Dues Deduction	7
6	Union Representation	8
7	Management Rights.....	10
8	Grievance Procedure	10
9	Appointments, Promotions, Transfers and Vacancies	14
10	Probationary Employees and Orientation	16
11	Seniority	16
12	Job Classification.....	18
13	Hours of Work.....	18
14	Wages	23
15	Overtime	24
16	Shift and Weekend Differentials.....	25
17	Other Compensation	26
18	Health Care Benefits.....	29
19	Sick Leave	31
20	Workers' Compensation	32
21	In-Service and Professional Development	34
22	Annual Vacation	35
23	Named Holidays.....	38
24	Discipline, Dismissal and Resignation	39
25	Layoff and Recall	41
26	Laves of Absence	44
27	Joint Committee: Labour-Management Relations	46
28	Occupational Health & Safety.....	47
29	Uniforms and Protective Apparel	48
30	Lockers	48
31	Transportation Allowance.....	48
32	Handling Cash Receipts and Disbursements	49
33	Pyramiding	49
34	Regular Part-Time and Casual Employees	49
35	Retroactivity	50
36	Workplace Respect	50
	Appendix A - Wage Schedule and Increment Steps.....	51
	Letter of Understanding #1 – Re: LPN and HCA Employment.....	55
	Letter of Understanding #2 – Re: Legal Indemnification.....	56
	Letter of Understanding #3 – Re: Allocation / Dispensing Drugs	57
	Letter of Understanding #4 – Re: Bargaining Unit Exclusions.....	58
	Letter of Understanding #5 – Re: Staffing / Employment Agencies	59
	Letter of Understanding #6 – Re: Article 13 – Hours of Work – ‘Fixed Split’ Shift Schedule / Rotation.....	60
	Letter of Understanding #7 – Re: Article 13 – Hours of Work - Weekends	62
	Letter of Understanding #8 – Re: Article 13 – Hours of Work - Casuals.....	63

Letter of Understanding #9 – Re: Article 25 – Layoff and Recall – Rotation Selection
Process 64

Letter of Understanding #10 – Re: Application of Articles 11 and 22, and Appendix A (on
January 1, 2016) for Employees hired on July 1, 2014 67

Letter of Understanding #11 – Re: Lead Health Care Aide Transition..... 68

Letter of Understanding #12 – Re: Leaves of Absence under Legislation..... 69

ALPHABETICAL TABLE OF CONTENTS

<u>Article #</u>	<u>Page</u>
	Appendix A - Wage Schedule and Increment Steps..... 51
9	Appointments, Promotions, Transfers and Vacancies 14
22	Annual Vacation 35
3	Definitions..... 2
24	Discipline, Dismissal and Resignation 39
8	Grievance Procedure 10
32	Handling Cash Receipts and Disbursements 49
18	Health Care Benefits..... 29
13	Hours of Work..... 18
21	In-Service and Professional Development 34
12	Job Classification..... 18
27	Joint Committee: Labour-Management Relations 46
26	Laves of Absence 44
25	Layoff and Recall 41
	Letter of Understanding #1 – Re: LPN and HCA Employment..... 55
	Letter of Understanding #2 – Re: Legal Indemnification..... 56
	Letter of Understanding #3 – Re: Allocation / Dispensing Drugs 57
	Letter of Understanding #4 – Re: Bargaining Unit Exclusions..... 58
	Letter of Understanding #5 – Re: Staffing / Employment Agencies 59
	Letter of Understanding #6 – Re: Article 13 – Hours of Work – ‘Fixed Split’ Shift Schedule / Rotation..... 60
	Letter of Understanding #7 – Re: Article 13 – Hours of Work - Weekends 62
	Letter of Understanding #8 – Re: Article 13 – Hours of Work - Casuals..... 63
	Letter of Understanding #9 – Re: Article 25 – Layoff and Recall – Rotation Selection Process..... 64
	Letter of Understanding #10 – Re: Application of Articles 11 and 22, and Appendix A (on January 1, 2016) for Employees hired on July 1, 2014 67
	Letter of Understanding #11 – Re: Lead Health Care Aide Transition..... 68
	Letter of Understanding #12 – Re: Leaves of Absence under Legislation..... 69
30	Lockers 48
7	Management Rights..... 10
23	Named Holidays..... 38
28	Occupational Health & Safety..... 47
17	Other Compensation 26
15	Overtime 24
10	Probationary Employees and Orientation 16
1	Purpose and Preamble 1
33	Pyramiding 49
4	Recognition of the Union and Application 4
34	Regular Part-Time and Casual Employees 49
35	Retroactivity 50
11	Seniority 16
16	Shift and Weekend Differentials..... 25
19	Sick Leave 31
2	Term..... 2
31	Transportation Allowance..... 48

29	Uniforms and Protective Apparel	48
5	Union Membership and Dues Deduction	7
6	Union Representation	8
14	Wages	23
20	Workers' Compensation	32
36	Workplace Respect	50

ARTICLE 1

PURPOSE AND PREAMBLE

It is the mutual desire and intent of the Parties to:

- (a) Protect the interests of Residents, Employees and the Millrise Community.
- (b) Recognize the mutual value of joint discussions and negotiations in matters, arising out of the Collective Agreement, of mutual concern to the Parties;
- (c) Enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment;
- (d) Maintain harmonious relations between the Employer and the Union and to work together in the promotion of the highest standard of care and services in the Millrise Seniors Village.

ARTICLE 2

TERM

- 2.01 This agreement, including appendices hereto unless altered by mutual consent of both Parties, shall be in force and effect from January 1, 2016 until December 31, 2019 (4 year term) and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 2.02 If, pursuant to such negotiations, an Agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until conclusion of the new Agreement or completion of the proceedings prescribed under the Alberta Labour Relations Code.
- 2.03 The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.
- 2.04 Any notice required hereunder to be given, shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:
- (a) In the case of the Employer, to:
Director, Human Resources
Well Being Services (Millrise) Ltd.
1160- 1090 W Georgia Street
Vancouver, BC V6E 3V7
 - (b) In the case of the Union to:
The President
Alberta Union of Provincial Employees
10451 – 170th Street,
Edmonton, AB. T5P 4S7

ARTICLE 3

DEFINITIONS

- 3.01 "Code" means Labour Relations Code as amended from time to time.
- 3.02 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event this name is changed, the subsequent name shall be recognized.

- 3.03 "Basic Rate of Pay" shall mean the incremental Step in the Wage Schedule that applies to the Employee, exclusive of premium(s) payments.
- 3.04 "Employee" means a person covered by this Agreement and employed by the Employer, in accordance with the following:
- Regular Full-time Employees
- (a) A Regular Full-time Employee is one who regularly scheduled to work Full-time hours as defined in Article 13 - Hours of Work.
 - (b) A Regular Part-time Employee is one who is regularly scheduled to work less than Full-time hours.
 - (c) A "Casual Employee" is one who is called in to work occasionally,
 - (i) usually on a call basis for relief purposes of three (3) months or less;
 - (ii) but who does not work a regular schedule or does so only for a specified time.
 - (d) "Temporary Employee" is one who is hired on a temporary basis for a fulltime or part-time position:
 - (i) for a specific job of more than three (3) months but less than twenty-four (24) months; or
 - (ii) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months ; or
 - (iii) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
 - (e) Alteration of employment status thereafter will be regulated by the terms of this Agreement.
- 3.05 Gender, gender identity and gender expression shall mean and include the masculine, the feminine or both and similarly, the singular shall include the plural and vice-versa, as applicable.
- 3.06 "Facility" means Millrise Seniors Village.
- 3.07 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of the Employee.
- 3.08 "Local" means the Local of AUPE.
- 3.09 "Bargaining Unit" means the unit of Employees as described on the Labour Relations Board Certificate.
- 3.10 "Status" means Full-time, Part-time, Temporary or Casual as defined above.

- 3.11 "Classification" means the category of job as listed in the Wage Schedule and the pay scale established for it.
- 3.12 "FTE" means Full-time Equivalent and is the ratio of the scheduled hours of work to Full-time hours of work.
- 3.13 "Parties" mean the Union and the Employer.
- 3.14 "Position" means:
- (a) the Employee Status;
 - (b) the Classification; and
 - (c) Full-time equivalency (FTE).
- 3.15 "Practice Permits/ Registration" shall take meaning from the Health Professions Act R.S.A. 2000, c.H-7 as amended. Registration is not membership in the Union.
- 3.16 "Regularly Scheduled Hours" mean the hours set out in a Shift Pattern in fulfillment of the hours of work for the Position as set out in the applicable job posting.
- 3.17 "Shift" means a daily scheduled hours of work, exclusive of overtime hours.
- 3.18 "Shift Pattern" means a specific combination of days and/or evenings and/or night shifts and the period of time over which a Full-time or Part-time Employee's Regularly Scheduled Hours repeats itself.
- 3.19 "Week" means a period of seven (7) consecutive days, and for payroll purposes, a Week begins on a Sunday.
- 3.20 Employer means Well Being Senior Services (Millrise) Ltd. acting through its management personnel.

ARTICLE 4

RECOGNITION OF THE UNION AND APPLICATION

- 4.01 (a) The Employer recognizes the Union as the sole and exclusive bargaining agent as described in the certificate issued pursuant to the Code.
- (b) The Employer acknowledges that the Union has exclusive authority to bargain collectively on behalf of the Employees in the bargaining unit for which it is certified and to bind them by a Collective Agreement.
- 4.02 This agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations board to be excluded under the provisions of the Labour Relations Code [LRC].
- The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification, but shall not include the General Manager or any other position listed in Appendix A.

4.03 Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work, except for purposes of instruction, in an emergency, or due to unforeseen short term circumstances, and provided that the act of performing the aforementioned work does not displace or reduce the hours of work or pay of any Employee.

Contracting, Sub-contracting or Outsourcing

4.04 Where the Employer finds it necessary to transfer, assign, sub-contract or outsource any work or functions performed by Employees covered by this Agreement, the Employer shall notify the Union with as much notice as possible but in any event, not less than sixty (60) days in advance of such change and shall meet, discuss and consult with the Union about reasonable measures regarding the interests of affected Employees. This article does not apply to occasional use of staffing agencies to supplement staff if call in procedures as per article 13 have failed to result in sufficient staffing levels being present.

Employment of Students

4.05 Any student employed under this collective agreement or any other provision like work practicum, work placement, cooperative experience program or special federal or provincial funded programs shall not displace Regular, Temporary or Casual Employees and the employment of students shall not result in the position abolishment or layoff of any Employee.

4.06 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Agreement.

- 4.07
- (a) For the purposes of this Collective Agreement, the Union shall be represented by its properly appointed officers. The Union will keep the Employer informed, in writing, of the names of officers as appointed.
 - (b) The Employer may grant Union Representatives access to its premises for Union business subject to prior permission of the General Manager or designate.
 - (c) Union meetings may be held on Employer premises subject to the prior approval of the General Manager or designate.

Bulletin Boards

4.08 The Employer agrees to supply and make available to the Union, for the posting of seniority lists and Union notices, one (1) bulletin board in such a place so as to inform all Employees in the bargaining unit of the activities of the Union. The Employer reserves the right to remove items it finds objectionable and return them to the Chairperson of the Chapter. It is the responsibility of the Union to ensure the bulletin board is maintained in an orderly state.

- 4.09 An Employee shall have the right to wear the Union apparel/lapel pin/button during working hours subject to the Well Being Services (Millrise) Ltd. dress and safety policy.
- 4.10 (a) The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement will be provided to each Employee on commencement of employment by the Employer or at the Union orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.
- (b) The Union contact information card will be distributed by the Employer to each new employee to be completed upon commencement of employment or at the orientation. The Union contact information card will be returned by the Employer to the Chapter Chairperson within five (5) days of completion.

Application of the Collective Agreement

- 4.11 (a) In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- (b) In the event any law passed by the Government of Alberta or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- (c) Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.
- 4.12 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply subject to the legislated and regulatory mandate governing the Employer.
- 4.13 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and also includes gender identity and gender expression and a word used in the singular applies also to the plural, unless the context otherwise requires.
- 4.14 The parties agree that portions of the collective agreement interchanged from days to hours for the purpose of administrative ease. As a general principle, any such changes do not alter the intent or meaning of the agreement and the parties agree that neither party will either gain or lose any benefit contained in the agreement as a result of this change.

ARTICLE 5

UNION MEMBERSHIP AND DUES DEDUCTION

- 5.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
 - (b) to bargain collectively with the Employer through the Union; and
 - (c) to voluntary membership in the Union.
- 5.02
- (a) All Employees shall be required to pay Union dues. The Employer shall, therefore, as a condition of employment, deduct each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees.
 - (b) The dues deductions shall be in manner in keeping with the payroll system in effect with the Employer.
 - (c) In all instances such deductions shall be forwarded to the Executive Secretary- Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted.
 - (d) Where an accounting adjustment is necessary to correct an overpayment or underpayment of union dues, the adjustment shall be effected in the succeeding month.
- 5.03 The union dues deduction remitted shall be accompanied by an electronic listing specifying the following:
- (i) Employee's name, mailing address and telephone number (on file);
 - (ii) Classification;
 - (iii) Status (regular full-time, regular part-time, temporary, casual);
 - (iv) Date of hire;
 - (v) Hourly rate of pay; and
 - (vi) The amount of deduction for each Employee.
- 5.04 The Dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- 5.05 The Employer will indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee for income tax purposes.

ARTICLE 6

UNION REPRESENTATION

- 6.01 (a) The Employer agrees to recognize the Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees.
- (b) A Union Steward may, at the request of an Employee, accompany or represent her in the processing of a grievance with the Employer.
- (c) When it becomes necessary for a Union Steward to leave her job for this purpose, she will request time off from her immediate supervisor (or authorized designate not within scope of the collective agreement) and provide her with as much advance notice as possible. Arrangements will be made by the supervisor to permit the Union Steward to leave her job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the supervisor or authorized alternate, which approval shall not be unreasonably withheld.
- 6.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- 6.03 A list of Union Stewards shall be supplied to the General Manager or site designate. The General Manager shall be advised of any change to the list. The list shall be updated by the Union annually.
- 6.04 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer on matters arising out of the collective agreement or when processing a grievance.
- 6.05 Union Representatives Leave
- (a) (i) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the General Manager or designate for approval. The application for leave will be made in writing with as much advance notice as possible, but not less than four (4) weeks, or such shorter time period as required which will not be denied unreasonably and except in extenuating circumstances the time factor may be waived or reduced.

- (ii) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.

The application for leave will be made in writing with as much advance notice as possible, but not less than four (4) weeks, or such shorter time period as required which will not be denied unreasonably and except in extenuating circumstances the time factor may be waived or reduced.

- (iii) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary (including differentials and premiums where applicable) paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits plus a reasonable administrative fee.
- (b) One (1) Employee who is elected for a Full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. The application for leave will be made in writing with as much advance notice as possible, but not less than four (4) weeks, or such shorter time period as required which will not be denied unreasonably. If it is permissible under the group health and life plans and any other plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
 - (c) Employees who are selected for any staff position with the Union shall be granted a leave of absence without pay for a period of up to two (2) years. The application for leave will be made in writing with as much advance notice as possible, but not less than four (4) weeks, or such shorter time period as required which will not be denied unreasonably.

Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

6.06

Negotiations

- (a) An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay (actual salary paid including differentials and premiums where applicable) and without loss of seniority and position in order to prepare for and participate in negotiations with the Employer.

- (b) No more than three (3) employees may be absent for the purpose of preparing for collective bargaining or attending negotiations meetings.
- (c) When requesting such leave, the Employee shall endeavour to provide as much advance notice as possible to the Employer.
- (d) The Union agrees to reimburse the Employer for actual salary (including differentials and premiums where applicable) to the Employee while on bargaining committee leave plus an amount determined by the Employer to cover the cost of benefits plus a reasonable administrative fee.

ARTICLE 7

MANAGEMENT RIGHTS

7.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the working force, including but not limited to the following:

- (a) The right to maintain order, discipline and efficiency, to formulate and enforce rules and regulations, policies and practices to be observed by Employees; to change and abolish rules and practices as the Employer sees fit; and to investigate, discipline, suspend and discharge Employees for just cause.
- (b) The right to direct, select, hire, transfer, assign to jobs and shifts, promote, demote, classify, lay off and recall Employees subject to the provisions in this Agreement.
- (c) The sole and exclusive right and jurisdiction over all operations shall be vested in the Employer, including the rights to schedule operations and number of shifts; to determine, evaluate, and implement processes and methods of service delivery, job content and standards including improvements as necessary, to determine the number of Employees needed, the number of hours and days to be worked as well as the starting and quitting time.

7.02 Notwithstanding the foregoing, the Employer retains all rights not expressly limited by the terms of this Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE

8.01 Communication

- (a) Any notice or advice which the Employer is required to give to the Union in regard to any matter referred to in this Article shall be sufficient if delivered to the President of AUPE and copied to the Chapter Chair.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the General Manager or designate.

- (c) The hearing of grievances at any stage of the Grievance Procedure will be held during the normal work hours with no loss of basic pay for participating Employee(s).

8.02 Time Periods

- (a) For the purpose of this Article, periods of time referred to in days are deemed to mean consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays as per Article 23 – Named Holidays.
- (b) Time limits may be extended by mutual agreement of the Parties in writing.

8.03 An Employee shall have the right to be accompanied by a Union Steward or the Membership Services Officer at any meeting held during the grievance procedure.

8.04 A grievance shall be defined as any difference arising out of an interpretation, application or alleged violation of this Collective Agreement. A grievance shall be categorized as follows:

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure except in cases of suspension or dismissal which will commence at Step 2, or;
- (b) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 by the Union within ten (10) days of the date any of the Employees first became aware of, or reasonably should have become aware of, the occurrence of the act causing the grievance and processed from there in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately, if applicable, to all Employees listed on the original grievance, or;
- (c) A Policy grievance is a dispute between the Parties, which, due to its nature is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within ten (10) days of the date the aggrieved Party first became aware, or reasonably should have become aware of the event leading to the grievance. If the Policy Grievance is a Union grievance it shall commence at Step 2. If the Policy grievance is an Employer grievance, it shall be directed to the President of the Union (and copied to the Chapter Chairperson) and the President shall render a written reply within five (5) days of receipt. Upon receipt of response, or failure to reply, the Employer may advance the Grievance to Arbitration.

8.05

When a difference arises between the Employer and an Employee concerning the interpretation, application, operation or an alleged violation of this Agreement, the Employee shall continue to work in accordance with the Agreement until the difference is settled, except in the case of suspension or dismissal or administrative leave with pay during the investigation.

Step 1

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee shall first discuss the matter with the Manager of the respective area, who is not within the scope of this Collective Agreement, within seven (7) days of the Employee becoming aware, or reasonably should have become aware of the occurrence of the act giving rise to the grievance.

The Manager shall advise the Employee of the decision within seven (7) days of discussing the matter. If there is no resolution at Step 1, the Union may advance the matter to Step 2.

Step 2

If the difference is not resolved at Step 1, a grievance shall be submitted by the Union, in writing, to the General Manager or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the decision at Step 1 by the Manager.

The General Manager or designate shall meet with the Grievor and the AUPE Steward or Membership Services Officer (MSO) within ten (10) days of receiving the grievance and shall render a written decision within ten (10) days of the grievance meeting, with a copy to the Union.

The Union on behalf of an employee(s) alleging suspension or dismissal without just cause may commence their grievance at Step 2, within seven (7) days of the Employee becoming aware of the occurrence of the act giving rise to the grievance or reasonably should have become aware of the occurrence of the act giving rise to the grievance.

Voluntary Non- Binding Mediation

A grievance not resolved at Step 2 may be referred to Voluntary non-binding Mediation if both the Union and the Employer agree to mediation within ten (10) days of the decision of the General Manager or designate.

The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute and all discussions and related documentation are considered privileged.

The costs of the Mediator and expenses shall be shared equally between the Parties.

If there is no resolution at Step 2 or voluntary non-binding mediation, the grievance may be advance to Step 3 – Arbitration.

Step 3 Arbitration

- (a) Within twenty-five (25) days of receiving the decision of the General Manager or designate, or the conclusion of the voluntary non-binding mediation process (whichever is applicable), the Union shall notify the Employer in writing of its intention to submit the grievance to arbitration; and shall inform the Employer of the Union's nominee to the Arbitration Board. The Employer shall, within twenty-five (25) days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board.
- (b) The two nominees shall, within fourteen (14) days, appoint a third person who shall be the Chair of the Arbitration Board. If the two nominees fail to agree upon a Chair within the time limits, the Chair shall be appointed by the Minister of Labor for the Province of Alberta.
- (c) The Arbitration Board shall hear and determine the difference and shall issue an award in writing. The decision of the majority of the Arbitration Board shall be final and binding upon the parties and upon the Employee(s) affected by it. When there is no majority decision, the decision of the Chair shall be the decision of the Board.
- (d) The Arbitration Board, by its decision, shall not alter, amend or change the provisions of this Collective Agreement.
- (e) Each of the parties to the Agreement shall bear the fees and expenses of their own nominee and witnesses, and the fees and expenses of the Chair shall be shared equally between the parties.
- (f) As an alternative to a Board of Arbitration, the Employer and the Union may, by mutual agreement, employ the use of a single Arbitrator to settle the matter in dispute. The fees and expenses of the single Arbitrator shall be shared equally between the parties.

8.06 At any stage of the Arbitration, the parties may have the assistance of the Employee or the Employees concerned as witnesses. All reasonable arrangements will be made to permit conferring parties and the Arbitrator or the arbitration board members to have access to any part of Millrise Seniors Village to view any working conditions, which may be relevant to the settlement of the grievance.

- 8.07 (a) Should the Employee at Step 1 or the Union at each subsequent step of the grievance procedure, fail to comply with the time limits, the grievance will be considered abandoned.
- (b) Should the Employer fail to comply with the time limits, the Grievance will proceed to the next Step in the Grievance procedure.

ARTICLE 9

APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

- 9.01 When a new regular or temporary position is created or when a regular or temporary vacancy occurs in any classification covered by this Collective Agreement, the Employer shall post notices of all vacancies not less than seven (7) working days in advance of filling the vacancy.
- (a) The posting shall contain the following information:
 - (i) qualifications and/or competencies as required;
 - (ii) employment status (Regular, Temporary, Casual);
 - (iii) classification and Full-time equivalency (FTE);
 - (iv) range of rate of pay;
 - (v) if temporary, the anticipated duration of such position;
 - (vi) shift schedule – number of hours per shift, shift pattern and the shift cycle; and
 - (vii) department.
 - (b) All applications for job postings shall be made in writing to the contact person designated on the posting.
- 9.02 A copy of all job postings shall be forwarded to the Chapter Chairperson.
- 9.03 At time of hire or transfer, or change of master work rotations or change of status or FTE, the Employee shall receive a letter, confirming the appointment or change.
- These shall not be altered except by the operation of the provisions of this Collective Agreement.
- 9.04 (a) When filling vacancies, the determining factors shall be job related skills, training, knowledge, ability and experience, and where those factors are considered by the Employer to be equal, seniority shall be the deciding factor.
- (b) For vacancies within the bargaining unit the Employer shall give preference for selection to applicants who are members of the bargaining unit over applicants from outside the bargaining unit.
- 9.05 When the posting process is completed and the position is awarded, notice of the award will be posted for three (3) calendar days.
- 9.06 (a) When an Employee is the successful applicant for a different job classification with a higher rate of pay, the Employee will be paid the rate of pay for the new job classification that is next closest (but not lower) to her current rate of pay.

- (b) Employees temporarily required to work in a different job classification, shall receive their current rate of pay or the rate of pay for the different job classification that is next closest (but not lower) to her current rate of pay, whichever is greater, for all hours worked in the different job classification.
- (c) When an employee is the successful applicant for a different classification with a lower rate of pay, her salary shall be adjusted immediately to the basic rate of pay that is next closest (but not higher than) her current rate of pay.

9.07 The Employer may temporarily fill a vacancy during the posting period. The vacancy will be temporarily filled by qualified candidates only (or with appropriate training).

9.08 If no applications are received by completion of the posting period, the Employer will fill the vacancy at its discretion. The vacancy will be filled by a qualified candidate only (or with appropriate training).

9.09 Temporary Postings

A Regular employee who applies for and is successful on a temporary position shall maintain her status as a regular employee. A casual employee who applies for and is the successful applicant for a temporary position shall receive all entitlements and benefits applicable to a temporary employee.

At the completion of the temporary position, the regular employee shall return to her former position. At the completion of her temporary position, the casual employee shall resume the terms and conditions of employment applicable to a casual employee.

9.10 The foregoing provisions shall be waived by the parties upon written mutual agreement and deemed inoperative when placement of an Employee in a job is effected to accommodate the medical condition of an Employee for a physical or mental disability, to accommodate a request by the Workers Compensation Board or the underwriters of the disability income insurance plan. The purpose of the waiver is to provide a period of rehabilitative work experience or vocational rehabilitation.

9.11 Trial Period

- (a) Where an Employee is transferred through competition, reclassified, or promoted, the Employer may require that she serve a full trial period of fourteen (14) calendar days in the new position.
- (b) The trial period may be extended by the number of hours absent due to leave.
- (c) The Employee may revert back to their former position without any loss during the trial period.

- (d) Or the Employer may transfer the Employee back to their former position if deemed unsuitable, without any loss during the trial period.

ARTICLE 10

PROBATIONARY EMPLOYEES AND ORIENTATION

- 10.01 (a) A newly hired Employee must successfully complete a probationary period of nine (9) months or four hundred and eighty-eight (488) hours, whichever comes first.
(b) The Employer may extend the probationary period for an additional three (3) months and the Employee and Union shall be so notified.
- 10.02 On or before the expiry date of the probationary period, the Employer will advise the Employee of its decision to confirm the Employee's appointment to the position as they have successfully completed the probationary period.
- 10.03 A probationary Employee who becomes the successful applicant for a different job classification is required to complete the remainder of their initial probationary period plus any additional new probation period of two (2) months, commencing from the start date of the new classification and the Union shall be so advised.
- 10.04 A newly hired Employee may be terminated any time during the initial probationary period including any extension as per 10.01(b) and 10.03 without recourse to the grievance procedure.
- 10.05 The Employer shall provide a paid orientation for all Employees.
- 10.06 A representative of the Union shall have the right to make a presentation of thirty (30) minutes, following the Employer orientation, to new Employees on the Employer's premises.

ARTICLE 11

SENIORITY

- 11.01 (a) Seniority is defined as the length of time an employee has worked in the bargaining unit, including all periods of service as a Casual, Temporary or Regular Employee contiguous to current regular employment.
(b) Seniority starts from date of hire, subject to Letter of Understanding Application of Articles 11 and 22 and Appendix A (on January 1, 2016) for Employees Hired on July 1, 2014
(c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 11.01(a).

- (d) Employees will continue to accrue seniority during:
 - (i) Sick leave
 - (ii) Parental and maternity leave
 - (iii) Leaves of absence with pay
 - (iv) Bereavement Leave
 - (v) Court appearance
 - (vi) Paid vacations
 - (vii) Union business leaves
 - (viii) Workers Compensation leave.

11.02 Seniority shall be a consideration for the following:

- (a) Preference of vacation time in accordance with Article 22 - Vacation;
- (b) Layoffs and recalls in accordance with Article 25 – Layoff and Recall;
- (c) Promotions, transfers, and in filling all vacancies within the bargaining unit in accordance with Article 9 - Appointments, Promotions, Transfers and Vacancies;
- (d) the selection of available rotations by Employees on a unit affected by a new master rotation that does not change or does change an Employee's Full Time Equivalency (FTE);
- (e) the distribution and allocation of available additional shifts (beyond scheduled shifts)/ “pick up shifts”/ available hours of work for part time and casual employees as specified in Article 13 Hours of Work.

11.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:

- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twelve (12) months following the date of initial layoff, if during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work when recalled, as provided in the Layoff and Recall Article;
- (d) an Employee who transfers or accepts a position outside the bargaining unit subject to Article 4.02.

11.04 An up to date seniority list shall be sent to the Union in January of each year or when Employees have been served notice of Layoff/Recall. The Employer shall post a copy of the Seniority List on the Bulletin Board in January of each year. The Seniority List will specify name and seniority date.

11.05 Within three (3) months of the signing date of this collective agreement, the Employer shall provide to the Union, a seniority list. The Union shall within an additional six (6) months identify concerns with the accuracy of the seniority list.

Should there be a difference between the Employer and an Employee regarding the Employee's seniority, the Employer will provide the Employee with the relevant information.

ARTICLE 12

JOB CLASSIFICATION

12.01 Current job descriptions shall be available to all Employees

12.02 In the event the Employer changes or amends the job description for any of the classifications, the Employee shall be advised and a copy of the amended job description will be forwarded to the Chapter Chair.

12.03 Should the Employer introduce a new classification within the bargaining unit, the Employer shall notify the Union of the proposed rate of pay and negotiate same with the Union.

(a) Should the parties fail to agree on a rate of pay, the Union shall have fourteen (14) calendar days to refer, in writing, the matter of the basic rate of pay for the new classification to the grievance procedure at Step 2.

(b) Failing resolution as per (a) above, the difference shall be referred to the next round of collective bargaining.

12.04 In the event that the Employer changes the classification of the work being performed by a Regular Employee, to a classification with a higher basic rate of pay, such Employee will be placed on the wage scale for classification with the higher rate of pay at a step in the new scale that results in an increase.

12.05 In the event that the Employer changes the classification allocation of the work being performed by a Regular Employee, to a classification with a lower basic rate of pay, such Employee, while employed in such position, shall continue to receive her previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than her previous basic rate of pay, or for a period four (4) months, whichever is earlier, at which time she will then receive the basic rate of pay for the classification to which the position is allocated.

ARTICLE 13

HOURS OF WORK

13.01 (a) Regular hours of work, inclusive of paid rest breaks, for full time employees in the Health Care Aide classification shall be:

(i) Seven point five (7.5) consecutive hours per day;

(ii) Seventy- five (75.0) hours per two (2) week period;

- (b) Regular hours of work, inclusive of paid rest breaks, for full time employees in the following classifications:

Registered Nurse
Licensed Practical Nurse
Recreation Aide
Occupational Therapist
Rehabilitation Therapist
Dietician
Social Worker
Admin Coordinator – Clinical

shall be:

- (i) Seven point seven-five (7.75) consecutive hours per day;
(ii) Seventy-seven point five (77.5) hours per two (2) week period;
- (c) Regular hours of work, inclusive of paid rest breaks, for full time employees in the following classifications:

Receptionist
Lead Receptionist
Food Services Worker
Servers
Cook
Cook's Helper / Dishwasher
Housekeeper
Laundry Aide
Maintenance Worker
Head Cook
Recreation Aide - Uncertified

shall be:

- (i) Eight (8) consecutive hours per day;
(ii) Eighty (80) hours per two (2) week period.
- (d) PAID REST PERIODS

The Employer shall provide two (2) fifteen (15) minute paid breaks or one (1) thirty (30) minute paid break per full shift of seven point five (7.5), seven point seven-five (7.75) hours or eight (8) hours as applicable by classification. These options are by mutual agreement and subject to the operational requirements of the Employer.

(e) SHIFT ROTATIONS

Shift rotations (including fixed shifts i.e. only nights or only days or only evenings) assigned in accordance with Article 9 - Appointments, Promotions, Transfers and Vacancies and shall not be changed or revised without the mutual agreement of the Employer, Union and the Employee.

The Employer shall provide at least ninety (90) days notice to the Union of its intent to change or revise shift rotations. The Parties shall meet and discuss the changes proposed by the Employer within fourteen (14) days of the notice.

- 13.02 Regular hours of work shall be deemed to include:
- (a) The Employer shall provide one (1) paid break of fifteen (15) minutes during each shift of not less than three point seven five (3.75) hours or;
 - (b) If an Employee is required to work or recalled to duty during her paid break, she shall be given a full paid break later in her shift, or, where that is not possible, shall be paid for the break at one and one half times (1 1/2x) her basic rate of pay.
- 13.03
- (a) An unpaid meal break of not less than one half (1/2) hour shall be granted to all Employees wherever possible at approximately the midpoint of each seven point five (7.5) or seven point seven five (7.75) or eight (8) hour shift.
 - (b) If an Employee is required to work or is recalled to duty during her meal break, compensating time off for the full meal break shall be provided later in the shift or she shall be paid at one and one half times (1 1/2x) the basic rate of pay for the full meal break.
 - (c) If the Employer requires an Employee to be readily available for duty during her meal break, she shall be so designated in advance and be paid for that meal break at one and one half times (1 1/2x) her basic rate of pay for the full meal break.
- 13.04 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and seven (7) days of the week.
The first shift of the working day shall fall between 2300 and 0715 hours.
- 13.05
- (a) The Employer's operations are continuous twenty-four (24) hours per day seven (7) days per week and the Union recognizes that the Employer requires shifts of days, evenings and nights.
 - (b) The Employer shall consider when scheduling shifts, an Employee's request for certain shift schedules. A request by an Employee to work permanent days, evenings, or nights shall not be unreasonably withheld by the Employer.

13.06 The Employer shall post on applicable department bulletin boards, the shifts schedules for Full-time and Part-time Employees for all employees to view, not less than fourteen (14) calendar days in advance of their effective date.

The posted shifts schedules shall be four (4) weeks in advance of the fourteen (14) days for nursing care employees and two (2) weeks in advance of the 14 days for support services employees.

An Employee's shift schedule may be changed after it is posted provided that the Employer gives the Employee fourteen (14) calendar day's notice of such change and the change is confirmed in writing with the Employee and written on the shift schedule. If the fourteen (14) calendar days notice is not given, the Employee is entitled to one and one half times (1 1/2x) her basic rate of pay for all regular hour scheduled and worked on the first shift of the revised schedule. In the event of an act of God or emergency such as fire, flood or other circumstances beyond the control of the Employer, the fourteen (14) day notice period will not apply.

Additional Hours Of Work

13.07 (a) Regular Part-time Employees shall have first preference for the available work. Regular Part-time Employees working extra hours under this arrangement will not be entitled to overtime on these hours unless they qualify under the Overtime provisions in Article 15. In no case will the Employer be obliged to use a Regular Part-time Employee such that doing so would create an overtime situation.

(b) A Regular Part-time Employee may submit in writing her willingness to pick up additional shifts. The Employer may schedule Part-time Employees, who have given their request in writing, for additional shifts with the consent of the Part-time Employee. Where there are available additional shifts the Employer shall distribute the additional shifts to Regular Employees first consistent with the principles of seniority.

(c) (i) Opportunity to work additional hours of work shall be made available to Part-time Employees who are senior, available and have requested additional hours of work and

(ii) then to Casual Employees based upon their availability form and on a fair rotational basis.

(d) At the request of the Union or the Employer, the parties agree to meet to discuss the distribution of additional hours of work.

(e) If an Employee requests a schedule change agreeable to the Employer, this Clause does not apply.

13.08 The shift schedules for Employees shall provide for:

(a) At least twelve (12) hours off-duty between shifts;

- (b) Not more than six (6) consecutive scheduled days of work;
- (c) Not more than two (2) different shift starting times between scheduled days off;
- (d) No split shifts with the exception of modified work shifts prescribed by a physician to accommodate an Employee disability;
- (e) No shift shall be less than four (4) hours;
- (f) at least one (1) other day of rest during the week; and
- (g) (i) Every second (2nd) weekend scheduled off. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum period of sixty (60) hours off duty; and
 - (ii) The Employer may offer a 'weekend only' shift schedule / rotation by utilizing the posting provisions of Article 9 Appointments, Transfers and Promotions. A weekend only schedule / rotation shall mean a Saturday and the following Sunday. All provisions of the collective agreement shall apply except for Article 13.08 (g)(i).

13.09 An Employee shall not be scheduled to work more than five (5) consecutive days except as may be mutually agreed between the Employee and the Employer or in cases of emergency.

13.10 Shift schedules shall provide for at least twelve (12) hours off duty between shifts. If the Employee is required by the Employer to change shifts without receiving twelve (12) hours off duty, she shall be paid premium pay at one and one half (1 1/2x) her basic rate of pay for that shift for the first four (4) hours of overtime worked. Any hours in excess of four (4) hours overtime worked shall be paid at double (2 X) time.

If the Employee requests a schedule change agreeable to the Employer, this section shall not apply. This section shall not apply in cases when Clause 13.11 below has been applied in altering a shift schedule.

- 13.11
- (a) Employees may exchange shifts among themselves, provided that:
 - (i) The exchange is agreed to, in writing, between the affected Employees; and
 - (ii) Prior approval of such exchange has been given by the Employee's immediate supervisor.
 - (b) the request shall be in writing, the Employer shall initial such request and provide a copy to the Employee.
 - (c) such exchanges shall be recorded on the shift schedule.
 - (d) such exchange shall not be deemed a violation of provisions of this Collective Agreement.
 - (e) no exchanged shift shall be unreasonably denied.

13.12 Any Employee who reports for work, as requested, or scheduled, shall be paid the minimum for four (4) hours at the Employee's regular rate of pay or for the full shift if agreed to additional shift with less than one (1) hours notice of the request and acceptance including travel time.

13.13 On the day fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 14

WAGES

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

14.02 Wages rates are effective on the dates specified in Appendix "A."

14.03 (a) An Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay upon completion of the hours worked in the respective classification in Appendix A.

(b) For clarity, hours counted towards an Employee's next increment include hours worked as follows:

- (i) regular shifts;
- (ii) relief or extra shifts;
- (iii) paid education shifts;
- (iv) paid Named Holidays and worked Named Holidays;
- (v) paid Vacation days; and
- (vi) all paid absences.

14.04 Advancement on the pay grid is based on the attainment of the actual hours worked in the respective classification.

14.05 Paydays shall be on bi-weekly basis by direct deposit, into the Employee's account at a major banking institution of the Employee's choice. The Employee will receive a statement of earning with all deductions on the payday.

In the event the Employer changes its payroll system or pay days, the Union and the Employees will be notified at least ninety (90) calendar days in advance of such change(s).

14.06 Recognition of Prior Nursing Experience

- (a) For the purpose of establishing the Base Rate of Pay on hire for new employees hired after the date of ratification of this first agreement, the Employer may recognize up to ten (10) years of prior experience provided it is satisfactory to the Employer and not more than two (2) years have elapsed since such experience was obtained.
- (b) Prior experience will be recognized in complete yearly units of one thousand nine hundred and fifty (1,950) hours or two thousand and twenty two (2,022) hours as applicable by classification.

Reemployment

14.07 Employees who terminated employment from the Employer and then are re-employed may be placed at the same increment on the salary scale upon re-employment provided that:

- (a) they are re-employed into exactly that same Classification that they held prior to termination; and
- (b) their re-employment is within two (2) years of their prior termination.

ARTICLE 15

OVERTIME

15.01 The Employer will pay overtime for all hours worked in excess of thirty-seven point five (37.5) regular hours per Week or seven point five (7.5) hours per day as applicable by classification; and

The Employer will pay overtime for all hours worked in excess of forty (40.0) regular hours per Week or eight (8.00) hours per day as applicable by classification.

The overtime rate of one and one half (1.5X) times the applicable Basic Rate of Pay shall be paid for the first four (4) hours of overtime worked. Any hours in excess of four (4) hours overtime worked shall be paid at double (2X) time.

15.02 (a) The Parties agree that the Employer shall determine when overtime is necessary and for what period of time it is required. All overtime must be authorized by the applicable Manager or designate.

Overtime is all time authorized by the Employer and worked by an Employee in excess of the Employee's regularly scheduled hours of work.

15.03 (a) All overtime worked in one pay period will be paid out in the following pay period.

- (b) However, Employees may be given time off in lieu of overtime worked, to be taken and scheduled within nine (9) months of the date the overtime was worked or in conjunction with his/her annual vacation by mutual agreement between the Employer and the Employee.
- (c) Time off in lieu of overtime shall be equivalent of the actual time worked adjusted by the applicable overtime rate.
- (d) Overtime shall be paid at the rate of one and one half (1.5X) times the applicable basic rate of pay for all hours worked contiguous with her regular, fulltime shift and for all hours worked on a scheduled day of rest. All hours in excess of four (4) hours shall be paid at double (2X) time.

15.04 An Employee required to work overtime contiguous to her regular shift shall be provided with a fifteen (15) minute paid rest period prior to working the overtime.

Where overtime in excess of four (4) hours is required, the Employer shall provide a thirty (30) minute unpaid rest break and provide a meal.

ARTICLE 16

SHIFT AND WEEKEND DIFFERENTIALS

16.01 The article applies, effective on the date of ratification, to the following classifications:

- Registered Nurse
- Licensed Practical Nurse
- Health Care Aide
- Recreation Therapist
- Occupational Therapist
- Dietician
- Social Worker
- Administrative Coordinator- Clinical

EVENING SHIFT

16.02 A Shift Differential of one dollar and fifty cents (\$1.50) per hour shall be paid:

- (a) to Employees for each hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours; and
- (b) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

NIGHT SHIFT

- 16.03 A Shift Differential of two dollars (\$2.00) per hour shall be paid:
- (a) to Employees for each hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours; and
 - (b) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.
- 16.04 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- 16.05 Where applicable, an Employee shall be paid both Shift Differential and Weekend Premium (pyramided) in addition to regular pay and overtime pay.
- ## WEEKEND PREMIUM
- 16.06 A Weekend Premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid:
- (a) to Employees for each hour worked after fifteen hundred (1500) hours on a Friday within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
 - (b) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
- 16.07 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- 16.08 Where applicable, an Employee shall be paid both Shift Differential and Weekend Premium (pyramided) in addition to regular pay and overtime pay.

ARTICLE 17

OTHER COMPENSATION

PROFESSIONAL FEES

- 17.01 Effective the date of ratification a Registered Nurse or Licensed Practical Nurse who is in a point four Full-Time equivalent (.40 FTE) position or greater as of December 1, in each calendar year and has active registration with the College of Licensed Practical Nurses of Alberta (CLPNA) or the College and Association of registered Nurses in Alberta (CARNA) at the beginning of each calendar year shall receive two hundred dollars (\$200.00) reimbursement for his/her CLPNA registration; and

TEMPORARY ASSIGNMENT PAY

- 17.02 (a) When an Employee is assigned by their immediate supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift or longer, she shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing she is qualified to perform the substantive duties of the higher paid classification.
- When an Employee is required temporarily to perform the duties of a lower paid classification, her Basic Rate of Pay will not be changed.

PRECEPTOR PAY

- 17.03 (a) A Registered Nurse or Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in a Nursing program shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.
- (b) "Preceptor" shall mean a Registered Nurse or Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in the Nursing program.

PRACTICUM PAY

- 17.04 (a) An Employee (ex. Administrative Coordinator- Clinical / Health Care Aide) assigned by the Employer to act as a Mentor (Preceptor) for students in the (ex. Unit Clerk/Health Care Aide) program shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.
- (b) "Practicum" shall mean an Employee who is assigned to supervise, or educate or evaluate students in the (examples- Unit Clerk/ Health Care Aide/ RN undergrad) program.

IN- CHARGE PAY/ RESPONSIBILITY PAY

- 17.05 The In Charge Pay Premium will be applicable to an Employee who is:
- employed as and working in her professional capacity as a Registered Nurse or Licensed Practical Nurse; and
 - who has been assigned by an Exempt Manager of the Employer to perform the functional In Charge Responsibilities of a Unit.

In recognition of this assigned In Charge/ Responsibility role, a Registered Nurse or Licensed Practical Nurse or Health Care Aide will be paid an In-Charge Pay Premium of:

Date of ratification - one dollar and fifty cents (\$1.50) per hour.

MEDICATION ADMINISTRATION PAY

- 17.06 A Health Care Aide assigned by the Employer to administer medications shall receive an additional:

Date of ratification- one dollar and fifty cents (\$1.50) per hour for all hours worked in the shift.

The Employer reserves the right to determine which Employees will administer medications and will give consideration to those Employees who express interest in participation in this program.

TRAINING AND DEVELOPMENT

EDUCATION ALLOWANCE

- 17.07 Where an Employer requires an Employee to be certified (i.e. HCA) or acquire or maintain competencies (for example- Medication Administration) the Employer shall have the right to approve the location where the education is to be obtained. The Employee must have successfully completed and passed the program. Upon completion of three (3) months or four hundred and eighty eight hours (488) of employment (whichever comes first) the Employer will reimburse the Employee the full cost of certification; or

The Employer may pay the full cost of certification or competency, on behalf of the Employee and by mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to five percent (5%) of the Employee's gross earnings per pay period.

PROFESSIONAL DEVELOPMENT

- 17.08 All Employees employed by the Employer, designated pursuant to the Health Professions Act as amended and working as a Registered Nurse or Licensed Practical Nurse, upon request, shall be granted a maximum of two (2) professional development days annually for professional development related to nursing skills, at the Basic Rate of Pay.

Such Professional Development Days are not cumulative from year to year.

Such Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

ARTICLE 18

HEALTH CARE BENEFITS

18A.01 The Employer shall provide the following group plans for which participation is compulsory for eligible Employees:

(a) A Sun Life Extended Health Care medicare supplementary benefits plan which provides eighty per cent (80%) direct payment provision (direct billing drug card) for eligible physician or dentist prescribed medication and supplies; and

- Mandatory generic substitutions apply for prescription drugs. The dispensing fee will be capped at seven dollars and fifty cents (\$7.50 per prescription).
- Hospital Services- 100% reimbursement;
- Out of Province coverage – 100% reimbursement;
- Out of Country coverage;
- 100% reimbursement of total costs for Paramedical Services provided by registered paramedics including chiropractor, osteopath, naturopath, podiatrist, physiotherapist, massage therapist, speech therapist, and psychologist

(b) A dental plan which provides for the reimbursement of eighty per cent (80%) of Basic dental procedures and services, eighty per cent (80%) of Preventative dental procedures and services to the Employee for their current year dental costs.

A maximum annual reimbursement of one thousand dollars (\$1,000) per insured person per benefit year shall apply to all services.

(c) Alberta Health Care Insurance Plan;

(d) A disability and insurance benefits plan inclusive of:

- (i) Group Life Insurance (Basic), optional and dependent coverage;
- (ii) Accidental Death and Dismemberment (Basic);

(e) EI SUB Plan

At the Employer's option a "EI SUB Plan" to supplement an eligible employee's Employment Insurance, to meet the Employer's obligation to provide disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which she has the medical substantiation required.

- 18A.02 Enrolment by:
- (a) Regular Full-Time Employees;
 - (b) Regular Part-Time Employees, whose regular hours of work exceed twenty (20) hours per week averaged over one (1) complete cycle of the shift schedule; and
 - (c) Temporary Employees after six (6) months of continuous service and whose hours of work exceed twenty (20) hours per week averaged over one (1) complete cycle of the shift schedule;

shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

18A.03 Effective 60 days after the date of ratification, the premium costs shall be shared, sixty per cent (60%) by the Employer and forty per cent (40%) by the Employee.

18A.04 The Employer shall make available and provide a copy to each eligible Employees brochures outlining the above plans.

The Employer and each plan carrier will conduct a benefits orientation and seminar for each new employee.

18A.05 The Employer will provide one (1) copy of each of the plans to the Union.

18A.06 The Employer shall provide a Flexible Spending Account or Benefits Spending Accounts as set out below.

REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

18B.01 The Employer shall provide and administer voluntary contributions to an RRSP program to include the following:

- (a) The Employer will deduct from eligible Employees an amount of two percent (2%) of the Employee's gross earnings of each pay period to be placed directly into a group RRSP; and
- (b) In addition to the Employee's contributions, the Employer will match the Employee's contribution of two percent (2%) of the Employee's gross earnings of each pay period up to a maximum of five hundred (\$500.00) dollars annually to be deposited directly into the RRSP plan.

FLEXIBLE SPENDING ACCOUNT

18C.01 Regular Full-time Employees are eligible to participate in a Flexible Spending Account of five hundred (\$500) dollars annually subject to CRA rules and plan design. Such FSA is a taxable benefit and will be paid to eligible Employees quarterly on March 31, June 30, September 30, and December 31.

18C.02 Regular Part-time Employees who work .4 FTE or greater are eligible to participate in the Flexible Spending Account at a rate of five hundred (\$500) dollars subject to the conditions in 18C.01 and pro-rated based upon hours worked in the prior calendar year.

Eligibility for Flexible Spending occurs on December 1st of each year. The program includes: health spending, wellness, education technology, legal, personal interest, nutrition and weight management, and family care as allowed by *Canada Revenue Agency*.

ARTICLE 19

SICK LEAVE

19.01 (a) After completion of the probationary period (Article 10.01) Employees shall be granted sick leave credits for personal illness from the date of employment.

Such credit shall be granted on the basis of 10 days per year of employment. Sick days used must be re-earned. Should an Employee not utilize the full number of sick days earned, she may carry the outstanding days, to a maximum of five (5) days, into the following year. At no time will an Employee have more than fifteen (15) sick days accumulated.

(b) Regular part-time Employees shall be credited with sick leave credits on a prorated basis of regular hours worked.

19.02 Sick leave credits shall not accrue during any absence in excess of thirty (30) days except approved vacation.

19.03 (a) Regular 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 regular Employee's accumulated credits at the time the sick leave commenced.

(b) Compensation under the Worker's Compensation Act shall not be charged against accumulated sick leave credits granted in accordance with Article 26.01.

19.04 (a) Employees unable to report for scheduled work on account of personal illness must notify the Employer with as much notice as possible.

(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 at least one (1) weeks' notice of their readiness to return to work.

(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.

- 19.05 The Employer may require an Employee absenting themselves on account of personal illness for two (2) days or more to furnish a doctor's note issued by a qualified medical practitioner certifying the Employee was unable to work due to personal illness. Notwithstanding the foregoing, the Employer may require an assessment by a recognized Occupational Health doctor in the event the absence precedes or follows a statutory holiday, vacation, or weekend and/or where there appears to be, in the opinion of the Employer, a pattern of absenteeism. Such an assessment will be at the cost of the Employer.
- 19.06 (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 26 of this Agreement in which case the Employer agrees that leaves of absence will not be unfairly denied.
- (b) Positions that have been vacant due to illness or injury for 2 years shall be deemed to be vacant and shall be posted per Article 9. In the event there is medical confirmation that the Employee will not be able to return to her job at any time within the two (2) year period, her position will be deemed to be vacant and shall be posted. 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, she shall be given first preference for the next available vacant position she is qualified for.
- 19.07 An Employee unable to complete her shift due to illness will be paid for the hours she actually worked and the balance of the shift will be withdrawn from her sick day account if she has any remaining.

ARTICLE 20

WORKERS' COMPENSATION

- 20.01 Workers' Compensation Board coverage will be provided by the Employer for Employees. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.
- 20.02 Employees will be eligible to apply for sick leave benefits in accordance with Article 19 - Sick Leave, during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
- (a) The Employee has sick leave credits available; and
- (b) The Employee meets the eligibility requirements for sick leave, and

(c) The Employee assigns her WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer shall then reinstate the Employee's sick leave credits to the appropriate level. After money for sick leave benefits has been recovered from the assigned WCB benefits, the Employer shall receive her benefits directly from the Worker's Compensation Board.

20.03 Employees shall not be entitled to a named holiday or a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.

20.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of her former position, shall provide the Employer with fourteen (14) days written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer, the Union and the Employee.

DUTY TO ACCOMODATE

20.05 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of her former position shall be reinstated in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability; or
- (b) incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall be reinstated to a position for which she is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to her prior to the disability; or
- (c) incapable of performing the duties of her former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which she is eligible under Article : Employee Benefits Plan or Article :Sick Leave.

20.06 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article : Appointments, Transfers and Promotions; Article : Hours of Work;

20.07 At the time it is determined that an absence due to injury which is compensable pursuant to the Workers' Compensation Act, is expected, or will continue for a period in excess of six (6) months from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the Underwriter of the Long Term Disability Income Insurance.

20.08 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of her condition in a prompt and timely manner.

ARTICLE 21

IN-SERVICE AND PROFESSIONAL DEVELOPMENT

21.01 (a) The parties to this Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies not only with the individual, but also with the Employer. The term "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs, which may be offered by the Employer.

(b) Employees who, with the prior approval of the Supervisor (out of scope), attend an in-service or development program shall not suffer a loss of pay for such attendance.

(c) An Employee who is required to attend a training course or seminar, shall be paid at straight time for attendance at such a meeting.

21.02 The Employer's staff training and development policy governing in-service programs for all employees will include mandated in-service programs, as modified from time to time, including, but not limited to the following:

(a) First Aid (when established by the Employer as a mandatory qualification);

(b) Emergency preparedness (including fire, evacuation and disaster procedures);

(c) Occupational health and safety matters including proper lifting and the prevention of person injury (back injury);

And additionally for nursing employees:

(d) CPR including defibrillation (when established by the Employer as a mandatory qualification);

(e) Prevention and management of staff or resident abuse; and

(f) Dementia care training, prevention and management of aggressive behaviours.

Should any of the training no longer be mandatory, the Employer will not be required to provide it.

21.03 ORIENTATION

- (a) Employees will be given a sufficient orientation to equip them for their work. During this period, the Supervisor (out of scope) will ensure that the new Employee or and employee absent from work for at least one (1) calendar year is provided with appropriate support to properly orient them to the position.
- (b) The Employer shall provide up to three (3) paid orientation Shifts (under guidance and supervision) for all Employees. In addition:
- (c) an Employee's request for additional orientation Shifts under guidance or supervision in resident care shall not be unreasonably denied and extended at the Employer's discretion.

ARTICLE 22

ANNUAL VACATION

22.01 Definition

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.
- (c) Regular Employees will commence earning vacation entitlement upon the date of commencement of employment.

22.02 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate of earning entitlement shall be as follows:
 - (i) during the first (1st), second (2nd) and third (3rd) years of employment an Employee earns a vacation at the rate of ten (10) working days;
 - (ii) during the fourth (4th) to ninth (9th) years of employment, an Employee earns vacation at the rate of fifteen (15) working days; and
 - (iii) during the tenth (10th) and subsequent years of employment, an Employee earns a vacation at the rate of twenty (20) working days.

(b) Employee with less than a year of service

An Employee who has less than one (1) year of service prior to the first (1st) day of April in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve (12) months.

(c) Vacation Earning Portability

Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an agreement containing this provision, such Employee shall, after one (1) year of service, receive vacation entitlement as though her employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination.

22.03

(a) Notwithstanding Clause 22.02, vacation with pay shall not accrue during periods while:

- (i) on layoff; and
- (ii) on unpaid absence during which she is in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or Long Term Disability Income Insurance Plan; and
- (iii) in receipt of compensation from the Workers' Compensation Board; and
- (iv) on leave of absence in excess of thirty (30) calendar days for any reason.

(b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

22.04

Scheduling/ Time of Vacation

(a) (i) Regular Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer. Vacation requests shall not be unreasonably denied.

(ii) The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year.

(iii) Seniority within each Classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.

(iv) Vacation leave may be borrowed forward by an employee to schedule vacation periods. In other words, an employee may utilize next year's vacation credits in the current vacation year.

(b) Vacation earned during one (1) vacation year shall be taken during the next following vacation year, except where a written request to carry over a portion of vacation entitlement to the next vacation year has been approved by the Employer.

(c) A vacation period may be divided by mutual agreement between the Employee and the Employer.

(d) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned.

The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.

(e) Except in extenuating circumstances and at the discretion of the Employer, an Employee shall not be permitted to carry over more than a maximum of one years vacation entitlement plus 10 days to the next vacation year.

(f) Employee requests to carry over vacation must be submitted on the Employer's Bank Request Form and received by the Human Resources Department no later than March 14 of each calendar year.

(g) Notwithstanding 22.04 any remaining previously earned vacation time off not taken by the end of the vacation year in any given year shall be paid out.

22.05 An Employee shall not be permitted to work "pick-up" or "extra" shifts during their vacation period. However, an Employee required by the Employer to return to work during her vacation will receive one point five times (1.5X) her basic rate of pay for hours worked. In addition to receiving premium pay, the time worked will be rescheduled as vacation leave with pay.

22.06 Employees who request vacation with less than 14 days notice to the employer may be required to replace themselves as part of the vacation approval process.

22.07 Casual Employees shall be paid earned vacation pay on each payday. Casual Employees earn vacation pay at four point eight percent (4.8%) of the Casual Employee's earnings.

22.08 Employees shall be provided with their current vacation entitlement accruals on each payday statement of earnings.

ARTICLE 23

NAMED HOLIDAYS

23.01 (a) Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:

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

August Heritage Day;

and any day proclaimed to be a holiday by the Government of the Province of Alberta or the Government of Canada.

Further, any day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the Centre is located.

(b) Notwithstanding the foregoing, while:

- (i) on layoff; or
- (ii) in receipt of compensation from the Workers' Compensation Board; or
- (iii) on an unpaid absence during which she is in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or the Long Term Disability Income Insurance Plan; or
- (iv) on other leaves of absence in excess of thirty (30) calendar days for any reason;

an Employee shall not be entitled to:

- (1) a day off with pay, or
- (2) payment in lieu thereof,

for the aforementioned Named Holidays.

23.02 Subject to Sub-Clause 23.01, to qualify for a Named Holiday with pay the Employee must:

- (a) Work her 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; and
- (b) Work on the holiday when scheduled or required to do so.

- 23.03 An Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5 X) her Basic Rate of Pay plus:
- (a) an alternate day off with pay at a mutually agreed time, or
 - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at her basic rate of pay.
- 23.04 When a Named Holiday falls on a day that would otherwise be a Regular Employee's regular scheduled day off, or during an Employee's vacation, the Employee shall receive either:
- (a) an alternate day off with pay at a mutually agreed time; or
 - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at her Basic Rate of Pay.
- 23.05 Unless an Employee requests otherwise in writing, she shall be scheduled, so as to be given either Christmas Day or New Year's Day off.
- 23.06 Notwithstanding Articles 23.03 and 23.04 any remaining alternate days off not taken by December 31st of each year shall be paid out at the Employee's basic rate of pay.

CONSEQUENTIAL

Casual Employees shall be paid, in addition to their basic rate of pay, at least five percent (5.0%) of the Employee's average daily wage based upon the Employee's wage, general holiday pay and vacation pay in the previous four (4) week period, per pay period in lieu of the Named Holidays.

ARTICLE 24

DISCIPLINE, DISMISSAL AND RESIGNATION

- 24.01 Except for the dismissal of a probationary Employee, there shall be no discipline except for just cause. Written disciplinary notice up to and including dismissal may be given to Employees for poor conduct or unsatisfactory job performance.
- (a) This does not prevent immediate dismissal for just cause, subject to the grievance procedure.
 - (b) Copies of all disciplinary notices shall be forwarded to the Union (Membership Services Officer) 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.
 - (c) The Employee shall have the right to be accompanied by the Union Steward or the Membership Services Officer at any disciplinary meeting with the Employer.

24.02 The Employer will schedule a disciplinary investigation with an Employee, where such investigation is under the discretionary control of the Employer, by giving reasonable advance notice.

At such investigation, an Employee shall be accompanied by a Union Steward, at the request of the Employee.

PERSONNEL FILES

24.03 By an appointment made at least forty-eight (48) hours in advance, an Employee and as requested (their union representative), shall have access to their personnel records.

(a) An Employee shall be given a copy of the contents of her personnel file upon request, provided that he/she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.

(b) In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.

24.04 Twenty-four (24) months following disciplinary action by the Employer, an Employee may request in writing, that the record of such disciplinary action be removed from the Employee's file. The record (copies of the disciplinary documents) will be removed provided there has been no disciplinary action of any kind taken by the Employer with that Employee in that twenty-four (24) month period.

LICENSING BODY REPORTING

24.05 In the event, an Employee is reported to her licensing body by the Employer, the Employee shall be so advised, and a written copy shall be forwarded to the Union.

In the event, an Employee is reported to her licensing body, by someone other than the Employer, the Employee shall advise the Employer of such and the Employee may copy the Union on such notification.

24.06 An Employee absent for one (1) work day without notifying the Employer, shall be considered to have vacated her position except where the Employee subsequently provides reasons acceptable to the Employer.

24.07 Fourteen (14) calendar days notice in writing shall be given by the Employee resigning from the Employer.

ARTICLE 25

LAYOFF AND RECALL

25.01 When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Union fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days' notice shall not apply where layoff results from an act of God, fire, flood or a natural disaster

25.02 CONSULTATION MEETING WITH UNION

- (a) The Parties recognize the value of meeting prior to a layoff process occurring. The parties will make every reasonable effort to meet and consult at least fourteen (14) calendar days prior to any Employee receiving notification of the layoff. The consultation process will not be unreasonably delayed as a result of the unavailability of a representative of either party.
- (b) The purpose of this meeting is to discuss:
 - (i) the parameters of the layoff;
 - (ii) the current seniority list;
 - (iii) the process by which each employee will receive written notice including individual meetings, timeframes etc.;
 - (iv) and review the written notification documents to ensure accuracy, disclosure and retention options available for each affected employee;
 - (v) the process of how layoffs will take place,
 - (vi) review the current seniority list,
 - (vii) review the list of available positions, vacancies posted and not posted,
 - (vii) and discuss other relevant factors.
 - (viii) The Parties will also discuss the process to be followed for Employees on approved leave of absence, WCB, STD or LTD insurance benefits.
- (c) Should it become necessary to displace an Employee, the least senior Employee of the affected job classification in the Millrise Seniors Village shall be laid off.

When staff reductions, occur, the Chapter Chair of the Union will be notified by copy of the written notice of layoff to the affected Employee(s).

NOTICE OF LAYOFF

25.02

(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:

Employees with < 3 months	no notice
Employees with 3 – 6 months	5 days
Employees with 6 months – 2 years	10 days
Employees with 2 – 5 years	20 days
Employees with 5 – 10 years	25 days
Employees with more than 10 years	30 days

(b) If an Employee is laid off and she is not provided with notice of lay-off as specified in (a) above, then she shall be paid a sum of money that is at least equal to the wages that she would have earned if she had worked her regular hours of work for the period of notice applicable to the Employee under clause (a) above.
EMPLOYEE SELECTION MEETING

(c) To assist the Employee in indicating their preference of alternate positions, the Employee will have access to seniority lists, shift schedules, and a list of positions available prior to the selection meeting with the Employer.

(d) A selection meeting will be arranged by the Employer, involving the Employee, the Employer representative(s) and the Union representative(s). The selection process will not be unreasonably delayed as a result of the unavailability of the Union representative.

(e) When an Employee is on an approved leave of absence, or Workers' Compensation Benefits, or Long Term Disability Insurance Benefits, the selection meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.

(f) In this provision, 'classification' means all classifications, and 'status' means Full-time or Part-time.

(g) The Employee shall indicate a preference of positions for which she has the requisite skill, training, and knowledge to perform the work and select a position.

(h) Within the Millrise Seniors Village, the Employee will select positions in the same classification, which are available or select a position to displace an Employee with less seniority in the same classification, regardless of status or FTE.

- (i) Where there are no position(s) of any status in the same classification as the Employee's current position in the Millrise Seniors Village, the Employee may indicate a preference for an alternative position(s) in the Millrise Seniors Village for which she has the requisite skill, training, and knowledge to perform the work and select a position and to select an available position or occupied by a less senior Employee, in a different classification, regardless of status or FTE;
- (j) Where there are no positions available in accordance with the above, the Employee shall be laid off in accordance with this Article and shall have the right to recall as outlined in this Article.

RECALL

25.03

- (a) Employees on lay off shall be recalled in the order of their seniority for the job classification in the Millrise Seniors Village, subjected to Article 11 (Seniority).
- (b)
 - (i) The Employer shall notify the Employee of the date of return to work when recalled from layoff. The Employer may agree to an alternate date should the Employee request. Such request may be granted at the sole discretion of the Employer.
 - (ii) Employees on layoff are responsible for informing the Employer of any changes in address or telephone number, which may be used to contact the employee for recall.
- (c) In any event, should the Employee fail to return to work on the specified date, she will forfeit any claim to re-employment.
- (d) Regular Employees on lay off may accept casual work without affecting their recall status and seniority standing upon recall. Such Employees shall be governed by the Collective Agreement provisions applicable to Casual Employees.
- (e) The Employer will not hire new Employees into a classification when others in that classification are on layoff subject to ability to do the work required.

HEALTH AND INSURANCE BENEFITS

25.04

Employees on layoff shall make prior arrangements for payment of the full premiums of any applicable health and insurance benefits.

ARTICLE 26

LEAVES OF ABSENCE

26.01 General Conditions

- (a) Subject to the written approval of the Employer, an Employee may make a request in writing to the General Manager for a Leave of Absence without pay to a maximum of thirty (30) calendar days. A request for Leave must be made at least two (2) weeks prior to the commencement of the Leave.

A leave of absence may be approved provided the Employee has exhausted all vacation time off with pay earned to date.

A Leave of Absence will not be unreasonably denied.

Such leave may be extended by additional periods of thirty (30) calendar days with the written approval of the Employer in extenuating circumstances like return to the homeland for family emergencies overseas and other circumstances.

- (b) (i) Employees who are on 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 the 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.
- (ii) Any Employee who has been granted a leave of absence of any kind and overstays their leave, except in emergency situations, shall be considered to have terminated their employment without notice.
- (iii) 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.
- (iv) All requests for leave of absence must be submitted to the General Manager for final approval. Requests shall not be unreasonably denied.
- (v) Employees may elect to continue benefits by pre-arranging payment for the Employer and Employee portions of premiums for any leave of 30 days or longer.

26.02 Maternity, Parental, Adoption Leave

Maternity, Parental, or Adoption Leave will be granted on the basis of the following provisions:

- (a) Employees must give the Employer at least six (6) weeks written notice advising of when she/he intends to start Maternity/Parental Leave.

- (b) The Employee must give at least four (4) week's written notice that she/he intends to return to/not return to work.
- (c) Employees may continue benefits if they pay both the Employer and Employee portions of the premiums.
- (d) Employees do not accrue Vacation, General Holidays, or Sick Leave while on Leave.
- (e) The Employee will be reinstated in the same or comparable position with earnings and other benefits equal to those received when the Leave began.

Maternity Leave

- (a) Employees are entitled to up to one (1) year of unpaid, job-protected leave in the event of the birth of a child. Leave is composed of sixteen (16) weeks of Maternity Leave and thirty-eight (38) weeks of Parental Leave.
- (b) The Employer can require the Employee to obtain and submit a medical certificate certifying pregnancy and giving the estimated date of delivery.
- (c) Maternity leave can begin at any time within twelve (12) weeks prior to the estimated date of delivery.
- (d) If the pregnancy interferes with the Employee's job performance during the twelve (12) weeks before the estimated date of delivery, the Employee may request a medical accommodation to commence Maternity Leave.
- (e) An Employee must take at least six (6) weeks of Maternity Leave after the birth of her child, unless the Employer agrees to early resumption of employment. The Employee must provide a medical certificate indicating that resumption of work will not endanger her health.

Parental/Adoption Leave

- (a) Fathers and/or adoptive parents are eligible for up to seventy-two (72) weeks of unpaid, job-protected Parental Leave. Adoptive parents can take Adoption Leave for any child under age 18.
- (b) Parental/Adoption Leave may be taken by one parent or shared between two parents but the total combined leave cannot exceed seventy-two (72) weeks.
- (c) Parental/Adoption Leave can begin at any time after the birth or adoption of the child but must be completed within one hundred and four (104) weeks of the date a baby is born, or an adopted child is placed with the parent.
- (d) Employees who intend to share Parental Leave must advise their respective Employers of their intention to do so.

- (e) Parents will still be eligible for the Adoption Leave if medical reasons, or circumstances related to adoption, prevent the employee from giving six (6) weeks' notice. When this happens, written notice must be given to the Employer as soon as possible.

26.03

Bereavement Leave

- (a) When a death occurs in the immediate family of an Employee, the Employee shall be granted Bereavement Leave for three (3) days without loss of income, commencing or ending with the day of the funeral, or three (3) days including the day of the funeral.
- (b) 'Immediate family' shall mean the following members of an Employee's family or the family of their spouse, including spouse (including common-law) or same gender partner, fiancé, child, parent, grandparent, grandchild, sibling, guardian.
- (c) Bereavement Leave shall be extended by up to two (2) additional days with no loss of income if travel out of province is necessary for the purpose of attending the funeral. At the time of the Bereavement Leave notification, the Employer may request reasonable evidence of travel out of province.
- (d) Bereavement Leave with pay may be granted for one (1) day for the funeral/memorial service of a close friend or more distant relative than outlined in 26.03 (b) depending on the needs of the operation.
- (e) An Employee may be granted up to a month's leave of absence without pay, upon an approved leave from the Employer upon the death of an immediate family member subject to Article 26.01.

26.04

Court Duty

An Employee who is subpoenaed by the Crown for jury duty or as witness for the Crown shall not lose any pay because of such service, provided the amount paid for such service is promptly repaid by the Employee to the Employer. The Employee must present proof of service and shall notify the Employer immediately upon the receipt of notification that the Employee has been subpoenaed by the Crown.

ARTICLE 27

JOINT COMMITTEE: LABOUR-MANAGEMENT RELATIONS

27.01

- (a) A Joint committee shall be established and shall meet at least quarterly.
- (b) The Local/Chapter Representative of the Union shall provide the names of up to two (2) elected Employees and the Employer shall provide the names of up to two (2) appointed Representative to sit on the Joint Committee.

- (c) (i) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees and other matters related to labour relations and health and safety; and
- (ii) to examine and make recommendations regarding the concerns of Employees or the Employer relative to resident care including staffing and workload issues.
- (d) An Employee shall be paid her basic rate of pay for attendance at these Committee Meetings.
- (e) All correspondence between the Parties will flow between the designated Membership Services Officer (MSO) and Human Resources.

ARTICLE 28

OCCUPATIONAL HEALTH & SAFETY

- 28.01 A Committee will be established to consider matters of Occupational Health and Safety.
- 28.02 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.
- 28.03 The Committee shall be established and the Union will have the right to designate one (1) member of the bargaining unit as a member of this committee.
- 28.04 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of the Committee.
- 28.05 The Employer agrees to abide by the terms of the *Occupational Health and Safety Act*. In accordance with the Act and regulations, the Employer will ensure Employee representatives are required to participate in the local Occupational Health and Safety Committee, whose responsibilities include regular meetings and safety inspections, hazard identification and reporting, hazard controls including working alone and training, and recommendations for improved workplace safety.
- 28.06 An Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*. No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Resident, Employee, or member of the public.
- 28.08 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention.

ARTICLE 29

UNIFORMS AND PROTECTIVE APPAREL

- 29.01 All protective clothing and safety equipment shall be supplied by the Employer as required by the Occupational Health and Safety Act.
- 29.02 Employees shall furnish, supply and maintain their own everyday work apparel.
- 29.03 If the Employer requires Employees to wear specific protective apparel and equipment, the Employer shall supply and maintain (launder, alter and repair) specific and protective items at no cost to the Employees.
- 29.04 Effective the date of completion by the Employee of their probationary period and where in the opinion of the Employer, protective and safety footwear [including non-slip] are required, the Employer shall reimburse Employees for the cost of authorized replacement of CSA approved safety footwear once in each calendar year, to a limit of one hundred dollars (\$100.00) upon submission of proof of purchase.

ARTICLE 30

LOCKERS

- 30.01 Effective within thirty (30) days of the ratification of this Collective Agreement, the Employer will make available during each Employee's shift a locker to store and secure personal belongings. The Employee will provide a personal lock to secure the locker during the Employee's shift.

ARTICLE 31

TRANSPORTATION ALLOWANCE

- 31.01 When an Employee is assigned duties necessitating the use of her private automobile she shall be reimbursed at the rate of forty-five cents (\$.45) per kilometer.
- 31.02 Where the Employer requires an Employee to have a vehicle for business use, the Employer shall provide on-site parking (with operational plug-ins where available), at no cost for the Employee.
- 31.03 Miscellaneous Travel Cost
- (a) Where it is necessary to use taxis or other transportation, the incurred costs shall be reimbursed by the Employer upon submission of receipts;
 - (b) Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.

- 31.04 Regular Employees who normally travel from the Millrise Residence to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense (including transit passes) from the Millrise Residence to their place of residence.

ARTICLE 32

HANDLING CASH RECEIPTS AND DISBURSEMENTS

- 32.01 An Employee whose work responsibilities include handling cash will exercise caution and care in balancing receipts and disbursements, but shall not be required to reimburse the Employer for shortages.

ARTICLE 33

PYRAMIDING

- 33.01 There shall be no pyramiding or stacking of premiums unless specified in an article.
- 33.02 Premiums are not considered part of the Employee's basic rate of pay for any purpose.

ARTICLE 34

REGULAR PART-TIME AND CASUAL EMPLOYEES

- 34.01 All provisions of the Collective Agreement apply to Regular Part-time Employees subject to specific language in each Article.
- 34.02 All provisions of the Collective Agreement apply to Casual Employees subject to specific language in each Article or with the following exceptions and stipulations:
- (a) Article 6 – Union Representation (6.05 does not apply to Casual Employees)
 - (b) Article 10 – Probation (10.01, 10.02, 10.03, 10.04 do not apply to Casual Employees)
 - (c) Article 11 – Seniority
 - (d) Article 13– Hours of Work (13.01, 13.06, 13.07, 13.08, 13.09, 13.11 do not apply to Casual Employees)
 - (e) Article 17 – Professional Fees
 - (f) Article 18 – Health care benefits
 - (g) Article 19 – Sick Leave
 - (h) Article 22 – Vacation (except 22.05 which does apply to Casual Employees)
 - (i) Article 25 – Layoff and recall
 - (j) Article 26 – Leaves of Absence
 - (k) Article 29.04 – Payment of Non-slip Footwear.

ARTICLE 35

RETROACTIVITY

- 35.01 (a) Wages are effective on the dates identified in Appendix A Wage Schedule.
- (b) All other changes are effective the date of ratification.
- (c) Employees employed on the date of ratification will be entitled to retroactivity on wage increases from the effective date of the respective wage increase.
- (d) Retroactivity will be paid no more than ninety (90) days after ratification.

ARTICLE 36

WORKPLACE RESPECT

- 36.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of an Employee by either party by reason of age, race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, sexual orientation, marital status, family status, source of income, physical disability or mental disability or any other prohibited grounds as provided in the Alberta Human Rights Act;
- Nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 36.02 The Parties recognize the requirement for respect and dignity for all persons supporting a policy of zero tolerance for violence in the workplace, bullying in the workplace and the right of the Employees to work in an environment free from discrimination, and harassment.
- 36.03 The Parties also recognize that Employees work with residents who may exhibit behaviours that are inconsistent with this article.
- 36.04 This article will not limit an Employee's right to seek redress through any other available procedure including the Alberta Human Rights and Citizenship Commission.

APPENDIX A

WAGE SCHEDULE AND INCREMENT STEPS

Appendix A – Classifications and Wage Schedule

Effective Date	Current (Dec 31. 2015)	Jan 1, 2016	Jan 1, 2017	Jan 1, 2018	July 1, 2018	Jan 1, 2019	July 1, 2019
% increase over previous rate			1.5%	1.5%	1.5%	1.5%	1.5%
Classification							
Health Care Aide							
Starting Rate	18.18	18.54	18.81	19.10	19.39	19.68	19.98
975 hrs	Not exist	18.86	19.14	19.43	19.72	20.01	20.27
1950 hrs	19.14	19.52	19.81	20.11	20.41	20.72	20.58
3900 hrs	20.00	20.40	20.70	21.02	21.33	21.66	21.98
5850 hrs	20.37	21.00	21.32	21.63	21.96	22.29	22.62
7800 hrs	Not exist	21.21	21.53	21.85	22.18	22.51	22.85
LPN							
Start	25.70	26.08	26.47	26.87	27.27	27.68	28.09
1950 hrs	27.40	27.81	28.23	28.65	29.08	29.51	29.95
3900 hrs	28.50	28.93	29.36	29.80	30.25	30.70	31.16
5850 hrs	29.24	30.19	30.64	31.10	31.57	32.04	32.52
7800 hrs	30.35	30.80	31.26	31.73	32.20	32.69	33.18
9750 hrs	31.45	31.90	32.39	32.88	33.36	33.86	34.37
RN							
Start	35.69	35.69	36.22	36.77	37.32	37.88	38.45
1950 hrs	37.49	37.49	38.05	38.62	39.20	39.79	40.39
3900 hrs	Not exist	39.37	39.96	40.56	41.17	41.79	42.42
5850 hrs	39.37	42.34	42.97	43.62	44.27	44.94	45.61
9750 hrs	42.34	43.84	44.50	45.17	45.85	46.54	47.23
Reception							
start	14.71	14.35	14.57	14.78	15.00	15.23	15.46
975 hrs**	15.61	15.17	15.40	15.63	15.86	16.10	16.34
Lead Reception							
Start	21.01	21.32	21.64	21.96	22.29	22.63	22.97
975 hrs**	22.06	22.39	22.73	23.07	23.41	23.76	24.12
Servers							
Start	13.54	14.07	14.28	14.50	15.00	15.23	15.46
975 hrs**	14.19	14.93	15.15	15.38	15.86	16.10	16.34

	Current (Dec 31. 2015)	Jan 1, 2016	Jan 1, 2017	Jan 1, 2018	July 1, 2018	Jan 1, 2019	July 1, 2019
Cook							
Start	17.31	17.57	17.83	18.10	18.37	18.65	18.93
975 hrs**	17.83	18.10	18.37	18.64	18.92	19.21	19.50
Cook Helper/ Dishwasher							
Start	14.22	14.43	14.65	14.86	15.09	15.31	15.40
975 hrs**	14.90	15.12	15.35	15.58	15.81	16.05	16.29
Maintenance Worker							
Start	22.00	22.00	22.33	22.66	23.00	23.34	23.69
975 hrs**	24.00	24.00	24.36	24.72	25.09	25.46	25.84
Dietician							
Start		36.50	37.04	37.60	38.17	38.74	39.32
975 hrs**	38.00	38.57	39.14	39.72	40.32	40.92	41.53
Social Worker							
Start		35.00	35.52	36.06	36.60	37.15	37.71
975 hrs**	35.53	36.06	36.60	37.15	37.71	38.28	39.16
Recreation Aide -Uncertified							
Start	15.24	14.04	14.25	15.00	15.23	15.53	15.76
975 hrs**	15.70	15.55	15.78	16.41	16.64	16.89	17.14
Occupational Therapist							
Start		40.00	40.60	41.21	41.83	42.46	43.10
975 hrs	42.42	43.05	43.70	44.36	45.02	45.70	46.38
Food Services Worker							
Start	13.54	14.00	14.21	15.00	15.23	15.46	15.69
975 hrs**	14.19	14.40	14.62	15.40	15.63	15.86	16.10
Laundry Aide							
Start	14.39	14.61	14.82	15.05	15.27	15.50	15.73
975 hrs**	14.97	15.19	15.42	15.65	15.89	16.13	16.37
Admin Coordinator - Clinical							
Start	13.85	16.00	16.24	16.48	16.73	16.98	17.23
975 hrs**	14.93	17.50	17.76	18.03	18.30	18.57	18.85
Rehabilitation Therapist							
Start	17.50	17.50	17.76	18.03	18.30	18.57	18.85
975 hrs**	18.75	18.75	19.03	19.32	19.61	19.90	20.20

	Current (Dec 31. 2015)	Jan 1, 2016	Jan 1, 2017	Jan 1, 2018	July 1, 2018	Jan 1, 2019	July 1, 2019
Head Cook							
Start	19.52	20.50	20.80	21.20	21.44	21.76	22.08
975 hrs**	20.71	22.25	22.58	22.92	23.27	23.61	23.97

Effective Date	Current (Dec 31. 2015)	Jan 1, 2016	Jan 1, 2017	Jan 1, 2018	July 1, 2018	Oct 1, 2018	Jan 1, 2019	July 1, 2019
% increase over previous rate			1.5%	1.5%	1.5%	Min wage adjustment	1.5%	1.5%
Housekeeper								
Start	14.39	14.07	14.28	14.50	14.71	15.00	15.23	15.46
975 hrs**	14.97	16.39	16.64	16.89	17.14	17.14	17.40	17.66

WAGE SCHEDULE AND INCREMENT STEP PLACEMENT

A. Effective January 1, 2016 the Employer will place Employees on the wage grid by classification according to the follow process:

Step 1:

Each employee will be placed on the Jan 1, 2016 wage schedule based upon the following:

- a) Licensed Practical Nurses
 - Move to the same step on the wage grid and retain hours worked for movement to next increment step
- b) Registered Nurses
 - Those on step 1 move to step 1
 - Those on step 2 move to step 2
 - Those on step 3 move to step 4
 - Those on step 4 move to step 5
- c) Health Care Aides
 - Those on step 1 move to step 1
 - Those on step 2 move to step 3
 - Those on step 3 move to step 4
 - Those on step 4 move to step 5
 - Those at \$20.60 move to step 6

and retain hours worked for movement to next increment step

d) All other employees

- Move to the same step on the wage grid and retain hours worked for movement to the next increment step.

Step 2:

- A. Employees who have accumulated sufficient hours in their current step from January 1, 2015 shall be immediately placed on the next higher step as outlined in Article 14.03.
- B. Each Employee will be paid retroactively for all compensation based upon all hours worked, as set out in Article 14.03(c), from the respective effective date on Appendix A.
- C. The Employer shall advise Employees of their placement on the new salary schedule. When a disagreement occurs regarding placement, the grievance procedure shall be used to resolve differences.
- D. The parties shall agree upon the status, seniority date, full-time equivalent, rate of pay, increment step and grid placement based upon recognition of previous experience, for each Employee retroactive to the respective effective date on Appendix A.
- E. The parties shall agree upon all adjustments and retroactivity within 30 days of ratification. All payments shall be retroactive and made to Employees within 90 days of ratification.

IN WITNESS WHEREOF the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

FOR THE EMPLOYER
Well Being Services Millrise Ltd.

FOR THE UNION
Alberta Union of Provincial Employees

DATE

DATE

LETTER OF UNDERSTANDING #1

BETWEEN

WELL BEING SENIOR SERVICES LTD.

(MILLRISE)

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 048/034

RE: LPN AND HCA EMPLOYMENT

"Health Care Aide" is an Employee who has successfully completed and holds an acceptable certificate as a Certified Health Care Aide or equivalent.

"Licensed Practical Nurse" shall mean a person who has successfully completed the approved course and holds current practice permit within the province of Alberta.

Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act*, Alberta Regulation 81/2003, Licensed Practical Nurse Profession Regulation shall be employed as a Licensed Practical Nurse.

Only Employees entitled to designation/certification or deemed competent as a Health Care Aide shall be employed as a Health Care Aide.

FOR THE EMPLOYER
Well Being Services Millrise Ltd.

FOR THE UNION
Alberta Union of Provincial Employees

DATE

DATE

LETTER OF UNDERSTANDING #2

BETWEEN

WELL BEING SENIOR SERVICES LTD.

(MILLRISE)

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 048/034

RE: LEGAL INDEMNIFICATION

The Employer will maintain comprehensive general liability insurance for all Employees. The Employer will pay one hundred percent (100%) of the premium cost of such insurance.

In accordance with the Certificate of Insurance, the Employer's insurance provider shall provide legal representation for matters arising out of the performance of an Employee's assigned duties.

The Employer will provide a letter to the Union confirming that insurance is complete and will include an extract from the contract of insurance.

Such indemnification will not apply if the Employer determines that the Employee failed to act in good faith while performing her duties and responsibilities.

FOR THE EMPLOYER
Well Being Services Millrise Ltd.

FOR THE UNION
Alberta Union of Provincial Employees

DATE

DATE

LETTER OF UNDERSTANDING #3

BETWEEN

WELL BEING SENIOR SERVICES LTD.

(MILLRISE)

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 048/034

RE: ALLOCATION / DISPENSING DRUGS

The Employer accepts all responsibility for all prescription drugs and/or medicines held on the premises that are not under the immediate control of the respective prescribed resident, and shall not hold liable any Employee covered by this collective agreement for any incident occurring related to such prescription drugs and/or medicines, if such Employee is operating under Alberta Health Services Programs and guidelines.

FOR THE EMPLOYER
Well Being Services Millrise Ltd.

FOR THE UNION
Alberta Union of Provincial Employees

DATE

DATE

LETTER OF UNDERSTANDING #4

BETWEEN

WELL BEING SENIOR SERVICES LTD.

(MILLRISE)

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 048/034

RE: BARGAINING UNIT EXCLUSIONS

The parties agree that the following positions are excluded from the Bargaining Unit:

Persons who perform managerial duties or perform in a confidential capacity regarding Labour Relations, including the following classifications:

General Manager

Assistant General Manager

Director of Care

Resident Care Manager

Supportive Living (Site Registered Nurse)

Food Services Manager

Support Services Manager

Marketing Manager

Recreation Department Manager

Administrative Coordinator (Finance)/ (Human Resources)

Maintenance Manager

Clinical Coordinator

Clinical Educator

FOR THE EMPLOYER

Well Being Services Millrise Ltd.

FOR THE UNION

Alberta Union of Provincial Employees

DATE

DATE

LETTER OF UNDERSTANDING #5

BETWEEN

WELL BEING SENIOR SERVICES LTD.

(MILLRISE)

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 048/034

RE: STAFFING / EMPLOYMENT AGENCIES

The Employer agrees not to supplement the work of the bargaining unit with staffing agency(s) employees, where it results in the layoff or reduction of hours of work, or displacement of regular employees or reduction the compensation of a regular employee in the bargaining unit.

Therefore, Employer agrees not to contract out work of the bargaining unit that would result in the displacement of a full or part-time member of the bargaining unit during the term of this agreement.

However only after all applicable bargaining unit Employees have been given the opportunity to fill a vacant shift, may the Employer choose to fill such vacant shift with a non-bargaining unit staffing agency individual.

FOR THE EMPLOYER
Well Being Services Millrise Ltd.

FOR THE UNION
Alberta Union of Provincial Employees

DATE

DATE

LETTER OF UNDERSTANDING #6

BETWEEN

WELL BEING SENIOR SERVICES LTD.

(MILLRISE)

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 048/034

**RE: ARTICLE 13 – HOURS OF WORK – ‘FIXED SPLIT’ SHIFT SCHEDULE /
ROTATION**

Where the Parties to this Collective Agreement agree to implement a “fixed split” shift schedule/ rotation employing Food Services Servers only. The parties shall evidence such Collective Agreement by signing a document indicating those affected positions where such Collective Agreement applies.

Any alteration of the “fixed split” shift schedule/ rotation agreement shall be by mutual agreement only.

The list of “Fixed Split” shift food services server positions may be amended from time-to-time by agreement of the Parties. Such list shall indicate whether this list applies to Full-time Employees, Part-time Employees or both.

Affected positions may be deleted from the list referred to in letter of Understanding by either Party providing the other Party with twelve (12) weeks notice in writing of such intent or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union.

The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the “fixed split” shift schedule/ rotation agreement is implemented in an affected position all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.

The Employer may offer a ‘fixed split’ shift schedule / rotation by utilizing the posting provisions of Article 9 Appointments, Transfers and Promotions. A “fixed split” shift schedule / rotation shall only apply to the Food Services Server classification. All provisions of the collective agreement shall apply except for Article 13.08 (d).

An employee working a ‘fixed split’ shift schedule / rotation shall be considered a full-time regular employee for the purposes of all entitlements and rights under the collective agreement.

Fixed Split Shifts

A Regular fixed hour split shift is a shift of thirty-five (35) hours or more per week consisting of two distinct periods of fixed hours. One period consists of at least five (5) or six (6) hours of work, and the second period will consist of at least three (3) hours during the shifts as long as the total of all hours does not result in more than eight (8) hours a day and forty (40) hours per week.

This letter of agreement shall be in full force and effect for the term of the collective agreement and shall automatically expire on the last day of the collective agreement term unless mutually agreed by the Parties.

FOR THE EMPLOYER
Well Being Services Millrise Ltd.

FOR THE UNION
Alberta Union of Provincial Employees

DATE

DATE

LETTER OF UNDERSTANDING #7

BETWEEN

WELL BEING SENIOR SERVICES LTD.

(MILLRISE)

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 048/034

RE: ARTICLE 13 – HOURS OF WORK - WEEKENDS

Whereas the parties have agreed to the following:

- 13.08 (g) (i) Every second (2nd) weekend scheduled off. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum period of sixty (60) hours off duty; and
- (ii) The Employer may offer a 'weekend only' shift schedule / rotation by utilizing the posting provisions of Article 9 Appointments, Transfers and Promotions. A weekend only schedule / rotation shall mean a Saturday and the following Sunday. All provisions of the collective agreement shall apply except for Article 13.08 (g)(i).

And whereas the Employer will require a time period to revise and amend the shift rotations for each Employee to comply with 13.08(g)(i) and (ii);

Clause 13.08 (g)(i) and (ii) shall be in full force and effect within one hundred and twenty (120) days of the date of ratification.

FOR THE EMPLOYER
Well Being Services Millrise Ltd.

FOR THE UNION
Alberta Union of Provincial Employees

DATE

DATE

LETTER OF UNDERSTANDING #8

BETWEEN

WELL BEING SENIOR SERVICES LTD.

(MILLRISE)

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 048/034

RE: ARTICLE 13 – HOURS OF WORK - CASUALS

No Casual Employee shall be scheduled except with her consent.

A Casual Employee who has provided the Employer with her availability and who does not accept shifts for a three (3) consecutive months will be terminated due to position abandonment.

FOR THE EMPLOYER
Well Being Services Millrise Ltd.

FOR THE UNION
Alberta Union of Provincial Employees

DATE

DATE

LETTER OF UNDERSTANDING #9

BETWEEN

WELL BEING SENIOR SERVICES LTD.

(MILLRISE)

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 048/034

RE: ARTICLE 25 – LAYOFF AND RECALL – ROTATION SELECTION PROCESS

Further to Clause 13.01 (d), the following layoff procedure shall only implemented by mutual agreement between the Union and the Employer.

The parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list, and discuss other relevant factors the Parties agree upon.

The parties will also discuss the process to be followed for Employees on approved leave of absence or sick leave.

In the case of a layoff, the Employer will:

- (a) The Employer shall advise the Union, one hundred and twenty (120) calendar days in advance, of the need to reduce hours or to reduce the number of Employees.
- (b) The Employer shall meet with the Union at least ninety (90) calendar days prior, to discuss ways to mitigate the effects of the layoff, including the possibility of voluntary layoff or other solutions.
- (c) During the above meeting the Employer and Union will agree to a process to be used during the layoff and selection procedure before the procedure is implemented.

Layoff Procedure

- Step 1 – The Employer shall discuss the proposed layoff procedure and selection procedure with Union.
- Step 2 – The Employer shall provide the Union with bi-weekly reductions of hours per classification, per position and per department.
- Step 3 – The Employer shall provide the Union with revised blank schedules including the master rotations/shift schedules (of all classifications and all positions that are directly affected or could be affected).

Any concerns with proposed schedules are reviewed and discussed before the implementation of the layoff and selection procedure.

Step 4 – The Employer shall provide the Union with an updated Seniority List.

Step 5 – Each employee(s) shall be informed at a meeting with all employees of the reductions and explained the layoff and selection process, only after and upon completion of Steps 1, 2, 3 and 4. The Union Representative shall be in attendance at the meeting.

Copies of the final revised schedule(s) shall be provided to each employee and the Union prior to the selection date.

Step 6 – The Employer (Management) and the Union shall set the date for selection and agree upon a date, times and contact information for employees to commence the selection procedure and pick their position.

Employees shall be scheduled in appropriate time intervals in accordance with the updated seniority list (most senior first) in order to allow the employee sufficient time to make their choice. Employees will be entitled to either indicate their choice using the procedure above or accept the layoff.

In other words, the most senior employee meaning most senior HCA or LPN or Server for example, will select first and each subsequent selection will be in order of seniority. The Employee may select any position in the same classification, regardless of status, FTE (meaning the senior employee may select a higher rates status [FT or PT] or higher rated FTE [1.0]).

It is understood and agreed that if a position has been affected by the revised work rotation selection procedure, then that position's schedule will be revised once a full or part time employee's status in that classification changes from full-time to part-time, full-time to casual or part-time to casual. A revised master rotation/shift schedule will be made available for Employees, in that classification, to reselect their positions. Employees will be entitled to either indicate their choice using the procedure above or accept the layoff and/or severance.

Both management and union representatives will be present at the meeting.

The employees will also have the choice of coming into the workplace or providing a contact telephone number where they can be reached at their set time. Employees put their name down on any available position.

Step 7 - Employees with no available positions would receive their required working notice period or pay in lieu of notice and all applicable severance.

Step 8 - At the conclusion of this notice period the new schedule becomes active on the date agreed by the Parties.

No new employees will be hired while employees remain on the layoff and recall list.

Employees remaining on the layoff and recall list shall be offered all casual hours first on the basis of their seniority and availability up to previous regular hours (previous FTE).

Employees on layoff or notice of layoff shall be given preference for all temporary postings. An employee who has been recalled to such temporary vacancy shall not be

required to accept such recall and may instead remain on layoff.

The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

Any laid off regular employee shall retain all rights of recall for a period of eighteen (18) months.

The following applies:

Article 18 – Health Care Benefits and Insurance

The following amendment to the collective agreement shall apply:

Regular employees employed at the date of ratification, who in receipt of health care benefits and insurance, reduced under the fifteen (15) hour threshold in Clause 18.02 of the Collective Agreement shall have their health benefits and insurance enrolment and entitlement protected (grandfathered), and therefore continued.

It is further agreed that nothing prevents the Employer and Union from mutually agreeing to another process not considered or listed in this Article.

This letter of agreement shall be in full force and effect on the date of ratification.

FOR THE EMPLOYER
Well Being Services Millrise Ltd.

FOR THE UNION
Alberta Union of Provincial Employees

DATE

DATE

LETTER OF UNDERSTANDING #10

BETWEEN

WELL BEING SENIOR SERVICES LTD.

(MILLRISE)

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 048/034

RE: APPLICATION OF ARTICLES 11 AND 22, AND APPENDIX A (ON JANUARY 1, 2016) FOR EMPLOYEES HIRED ON JULY 1, 2014

The parties agree that for employees hired on July 1, 2014:

1. The "date of hire" in Article 11.01(b) will be the employee's date of hire by the Well Being Services (Millrise) Ltd.'s predecessor at the site. Employees will have sixty (60) days to provide proof of date of hire satisfactory to the Employer. This can be in the form of a Letter of Offer, Record of Employment or similar documents. Employees shall submit their proof to the General Manager.
2. The "date of commencement" in Article 22.01(c) will be the employee's date of hire by the Well Being Services (Millrise) Ltd.'s predecessor at the site. Employees will have sixty (60) days to provide proof of date of hire satisfactory to the Employer. This can be in the form of a Letter of Offer, Record of Employment or similar documents. Employees shall submit their proof to the General Manager.
3. During the Implementation of Appendix A on January 1, 2016, the Employer will recognize that the employee has worked (for this Employer or its predecessor) for the requisite hours that equates to the step on the grid occupied by the employee, or pay of the employee reflective that step, as at December 31, 2015.

FOR THE EMPLOYER
Well Being Services Millrise Ltd.

FOR THE UNION
Alberta Union of Provincial Employees

DATE

DATE

LETTER OF UNDERSTANDING #11

BETWEEN

WELL BEING SENIOR SERVICES LTD.

(MILLRISE)

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 048/034

RE: LEAD HEALTH CARE AIDE TRANSITION

The Parties agree to the following:

The salaried Lead Health Care Aide classification shall be exempted from the bargaining Unit.

The following Employees have opted to revert to the Health Care Aide classification in the bargaining unit and receive all terms and conditions of the collective agreement.

- Florence Freeman
- Sadiri Quinola

Their salary is over-range of the current HCA rate and the Employee will not be eligible for further pay increases (green circling) until the range maximum surpasses the employee's pay rate (\$24.87/hour).

FOR THE EMPLOYER
Well Being Services Millrise Ltd.

FOR THE UNION
Alberta Union of Provincial Employees

DATE

DATE

LETTER OF UNDERSTANDING #12
BETWEEN
WELL BEING SENIOR SERVICES LTD.
(MILLRISE)
AND
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 048/034
RE: LEAVES OF ABSENCE UNDER LEGISLATION

The Parties agree to the following:

Compassionate Care Leave

- (a) An Employee who has worked an employee who has been employed for at least 90 days is entitled to unpaid compassionate care leave for a period of up to 27 weeks in accordance with the Employment Standards Code and the Employment Insurance Act for the purpose of providing care or support to a seriously ill family member. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under the legislation.

Critical Illness Of A Child Leave

- (a) Employees will be granted unpaid leave up to 36 weeks of job protection for or the purpose of providing care or support to their child in accordance with the Employment Standards Code and Employment Insurance (EI) legislation.

Death Or Disappearance Of A Child Leave

- (a) Employees will be granted unpaid leave up to 52 weeks of job protection for employees whose children have disappeared due to a crime or up to 104 weeks if child died due to a crime in accordance with the Employment Standards Code and Employment Insurance (EI) legislation.

Domestic Violence Leave

- (a) An employee who is a victim of domestic violence and has been employed by the same employer for at least 90 days is entitled to unpaid domestic violence leave of up to 10 days in a calendar year in accordance with the Employment Standards Code.

Family Responsibility Leave

- (a) An employee who has been employed by the same employer for at least 90 days is entitled to up to 5 days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the employee to meet his or her family responsibilities in relation to a family member in accordance with the Employment Standards Code.

Education Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Clause 26.01, shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.
- (b) During an Employee's educational leave, she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

Military Leave

- (a) An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

Citizenship Ceremony Leave

- (a) Employees will be granted unpaid leave for employees to attend a citizenship ceremony in accordance with Employment Insurance (EI) legislation.

FOR THE EMPLOYER
Well Being Services Millrise Ltd.

FOR THE UNION
Alberta Union of Provincial Employees

DATE

DATE