

Collective Agreement

Between

Points West Living Cold Lake Inc.

And

**Alberta Union of Provincial Employees
On Behalf Of Local 047 Chapter 010**

Expiry: December 31, 2019

/UNIFOR880

NUMERICAL TABLE OF CONTENTS

<u>Article No.</u>	<u>Page No.</u>
Preamble.....	1
1 Term of Agreement	2
2 Definitions.....	3
3 Union Recognition.....	4
4 Bulletin Boards	5
5 Management Rights.....	5
6 Dues Deductions and Union Business.....	6
7 No Discrimination	7
8 Classifications and Job Description.....	7
9 Hours of Work and Work Schedules	8
10 Overtime	11
11 Shift Differential.....	11
12 Weekend Premium	12
13 Seniority	13
14 Vehicle Allowance	14
15 Job Posting and Vacancies	14
16 Layoff and Recalls.....	16
17 Probationary Period and Orientation	18
18 Grievance Procedure	18
19 Discipline and Discharge.....	20
20 Named Holidays.....	22
21 Sick Leave	23
22 Leave of Absence	25
23 Vacation.....	28
24 Pay Guidelines	31
25 Pyramiding	33
26 Employee Benefits	33
27 Labour Management/Occupational Health & Safety	33
28 Personnel Files.....	34
29 Copies of Collective Agreement	34

30	Mandatory Meal Allowance.....	34
31	Professional Development.....	31
	Schedule "A" - Salary Schedule.....	36
	Schedule "B" - Employee Benefits.....	38
	Letter of Understanding #1 – Re: Allocation/Dispensing Drugs.....	42
	Letter of Understanding #2 – Re: Hours of Work - Kitchen and Dining Room Staff	43
	Letter of Understanding #3 – Re: Overtime for Modified Hours of Work Notwithstanding Article 10.....	44
	Letter of Understanding #4 – Re: New Classifications.....	45
	Letter of Understanding #5 – Re: Analysis of Underpayments of Wages or Entitlements	47
	Letter of Understanding #6 – Re: Working Short Staffed	48

ALPHABETICAL TABLE OF CONTENTS

<u>Article No.</u>	<u>Page No.</u>
4	Bulletin Boards 4
8	Classifications and Job Description.....7
29	Copies of Collective Agreement 34
2	Definitions.....3
19	Discipline and Discharge20
6	Dues Deductions and Union Business.....6
26	Employee Benefits33
18	Grievance Procedure18
9	Hours of Work and Work Schedules8
15	Job Posting and Vacancies14
27	Labour Management/Occupational Health & Safety33
16	Layoff and Recalls.....16
22	Leave of Absence25
	Letter of Understanding #1 – Re: Allocation/Dispensing Drugs42
	Letter of Understanding #2 – Re: Hours of Work - Kitchen and Dining Room Staff43
	Letter of Understanding #3 – Re: Overtime for Modified Hours of Work
	Notwithstanding Article 10.....44
	Letter of Understanding #4 – Re: New Classifications45
	Letter of Understanding #5 – Re: Analysis of Underpayments of Wages or
	Entitlements47
	Letter of Understanding #6 – Re: Working Short Staffed48
5	Management Rights.....4
30	Mandatory Meal Allowance.....34
20	Named Holidays22
7	No Discrimination7
10	Overtime11
24	Pay Guidelines31
28	Personnel Files.....34
	Preamble.....1
17	Probationary Period and Orientation18

31	Professional Development.....	35
25	Pyramiding	33
	Schedule "A" - Salary Schedule.....	36
	Schedule "B" - Employee Benefits.....	38
13	Seniority	13
11	Shift Differential.....	11
21	Sick Leave	23
1	Term of Agreement	2
3	Union Recognition	4
23	Vacation.....	28
14	Vehicle Allowance	14
12	Weekend Premium	12

PREAMBLE

Where it is the desire of both parties to this Agreement:

- (a) to encourage efficiency in operation;
- (b) to establish and maintain harmonious relations and settled conditions of employment between the Employer and the Union;
- (c) to provide for a prompt and orderly method of settling complaints which may arise under this Agreement.

It is the desire of both parties to provide a high standard of care for Residents to meet their physical, emotional and spiritual needs in a safe comfortable environment, treating the Residents and their family members with the respect and dignity they deserve.

ARTICLE 1

TERM OF AGREEMENT

1.01 This collective agreement shall be in force and effect from January 1, 2017 to December 31, 2019, 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.

1.02 Where notice to commence collective bargaining is served under Clause 1.01 above, this Agreement shall remain in full force and effect as per the bridging provisions of the *Labour Relations Code*.

1.03 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 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.

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.

1.04 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:

In the case of the Employer to:

Vice President of Human Resources and Administration
Points West Living/Connecting Care Inc.
#503, 10158- 103 Street
Edmonton, AB T5J 0X6

and in the case of the Union to:

The President
Alberta Union of Provincial Employees
10451 - 170 Street NW
Edmonton, AB T5P 4S7

ARTICLE 2

DEFINITIONS

- 2.01 The word "Employee" or "Employees" as used in this Agreement shall mean the Employees referred to in this Agreement who are within the bargaining unit for whom the Union is recognized pursuant to Certificate Number 75-2015, issued in accordance with the *Alberta Labour Relations Code*.
- 2.02 "Arbitration" shall take meaning from the section of the *Code* dealing with the resolution of a difference.
- 2.03 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Continuous Service" shall mean the period of employment commencing on the latest date of employment within the bargaining unit that is not interrupted by termination or dismissal.
- 2.05 "Regular Full-time Employee" is one who is regularly scheduled to work seventy-five hours (75) or eighty (80) hours (where applicable) biweekly and one who has served the required probationary period.
- 2.06 A "Regular Part-time Employee" is one who has served the required probationary period and who is regularly scheduled to work less than seventy-five (75) hours or eighty (80) hours (where applicable) bi-weekly.
- 2.07 A "Casual Employee" shall mean an Employee who;
- (a) is scheduled for a period of ninety (90) calendar days or less for a specific job, or
 - (b) relieves for absences the duration of which is ninety (90) calendar days or less, or
 - (c) works on a call-in basis and is not regularly scheduled.
- 2.08 "Temporary Employee" is one who is hired on a temporary basis and who may work either full or part-time hours;
- (a) for a specific job of more than three (3) months duration, but less than twelve (12) months duration; or
 - (b) 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
 - (c) to replace a full-time or part-time Employee who is on a leave of absence due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months;
 - (d) the Union will not unreasonably refuse a request for extensions when the approved leave of absence is for a longer period of time or when the leave is extended by the Employer.
- 2.09 The words "bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Sunday and ends on Saturday.

- 2.10 (a) "Employer" shall mean Points West Living – Cold Lake Inc. and include such officers as may be appointed or designated from time to time.
- (b) "General Manager" shall mean the person, who is responsible for the day-to-day operation of Points West Living – Cold Lake Inc. In the absence of the General Manager, an appointed alternate shall be designated to act in her capacity.
- 2.11 "Basic Rate of Pay" means the applicable step in the pay range of the Employee's classification as set out in the Wage Appendix.
- 2.12 For the purpose of applying the terms of this Collective Agreement, time worked, shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.13 Where applicable in the context, feminine gender shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa.
- 2.14 "Shift Cycle" means the period of time when the shift cycle repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.15 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.16 "Local" means a Local of AUPE.
- 2.17 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.18 "Position" means the particular job the employee is assigned to fill.
- 2.19 "Classification"- refers to the current classifications in the bargaining unit that are listed in Schedule "A" of this agreement.
- 2.20 "FTE" means Full-time equivalent.
- 2.21 "Status" for employment mean Regular Employee (full-time or part-time) or Casual Employee or Temporary Employee.
- 2.22 "Site" shall mean the entirety of Points West Living – Cold Lake Inc.
- 2.23 "Code" means the *Labour Relations Code of Alberta* as amended from time to time.

ARTICLE 3

UNION RECOGNITION

- 3.01 The Employer recognizes the Alberta Union of Provincial Employees as the sole and exclusive collective bargaining agent on behalf of all Employees included in the Certificate issued by the Alberta Labour Relations Board as may be amended from time to time.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this Collective Agreement.

- 3.03 The parties shall exchange lists of designated persons who may generate or receive correspondence arising out of the administration of the Collective Agreement. The lists shall be updated as changes occur.
- 3.04 It is understood that the excluded personnel, as part of their duties, have the right to occasionally do the work of Employees covered by this Agreement or for the purposes of instructing new Employees and for filling shifts if no regular employee is available.
- 3.05 It shall be the responsibility of the Employee to keep the Employer informed of their current address, in case it is necessary to notify the Employee of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities.
- 3.06
- (a) The Union agrees that it will not conduct Union business on the Employer premises without the Employer's approval.
 - (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of the General Manager or her Designate.
 - (c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.
 - (d) The Union shall notify the Employer in writing of the name of each Union Steward.
- 3.07 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin or button shall be worn while on duty. No Union insignia shall be displayed on the Employer's equipment or sites.

ARTICLE 4

BULLETIN BOARDS

- 4.01 The Employer shall provide a bulletin board, which shall be placed in the staff room so that all Employees shall have access to it. It is not the intention of the Union to post anything objectionable or offensive.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 The Employer reserves all rights not restricted by this Collective Agreement, which constitutes the entire agreement between the parties.

ARTICLE 6

DUES DEDUCTIONS AND UNION BUSINESS

- 6.01 The Employer agrees to deduct from the wages of Employees covered by this Collective Agreement, an amount equal to the monthly Union dues as determined by the Union. In all instances, such deductions shall be forwarded to the Union no later than the fifteenth (15th) day of the following month in which the dues were deducted.
- 6.02 Such deductions shall be accompanied by a list that shall indicate each Employee's name, along with the amount deducted and shall indicate newly hired and terminated Employees.
- The remittance list shall specifying the following:
- (a) the Employee's name;
 - (b) mailing address;
 - (c) classification and position;
 - (d) site and department;
 - (e) status (Regular Full-time, Regular Part-time, Temporary, Casual);
 - (f) hourly rate of pay and full-time equivalency [FTE];
 - (g) the amount of deduction for each Employee;
 - (h) the Employee's gross pay; and
 - (i) long-term absence status (where applicable).
- 6.03 The Employer agrees to show the total amount of Union dues on the Employee's T-4 slips.
- 6.04
- (a) The Union shall advise the Employer in writing of any changes in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the effective date of change.
 - (b) The Union will save the Employer harmless from any claims that may arise from any action taken at the request of the Union.
- 6.05 The Employer agrees that a Union Representative shall be given the opportunity to make a twenty (20) minute presentation during the orientation program to newly hired Employees working within the bargaining unit, for the purpose of advising the Employee of their rights and obligations under this Agreement.

- 6.06 The Members shall have the right at any time to have the assistance of a Representative of the Alberta Union of Provincial Employees when dealing with the Employer on matters relating to working conditions, labour relations issues, investigations, or potential discipline or termination. Such representative(s) shall have access to the Employer's premises in order to assist its members in such matters. The Union Representative will give reasonable advance notice to the General Manager or designate prior to attending the facility. Notwithstanding the above, the General Manager or designate may refuse access to the Employer's premises when there are reasonable health or safety grounds to do so.
- 6.07 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. As provided in Clause 3.06(d), the Union will provide the Employer with a list of the members who will handle grievances or bargaining on any matter properly arising from time to time during the continuance of this Agreement. The Stewards will not leave their duties on Union business without first obtaining permission from the General Manager. Permission will not be unreasonably withheld. The Union shall notify the Employer in writing of the name of each Steward.
- 6.08 The Employer will provide a copy of all postings, notices of hire or terminations, and disciplines to the Union.

ARTICLE 7

NO DISCRIMINATION

- 7.01 The Employer or the Union shall not discriminate at any time against any Employee on account of creed, colour, nationality, ancestry or place of origin, political beliefs, gender, sexual orientation, physical or mental disability, age or marital status, or because of their connection with trade Union organizations.
- 7.02 The Union, Employer and Employees agree that Points West Living-Cold Lake should be free from harassment. The Employer will investigate all complaints of harassment within the facility. Harassment does not include normal supervision and discipline for just cause.

ARTICLE 8

CLASSIFICATIONS AND JOB DESCRIPTION

- 8.01 The Employer agrees to provide the Union with the current job descriptions within thirty (30) days of the signing of this Agreement.
- 8.02 Any amendments to the job descriptions shall be done in consultation with the Union.

8.03 NEW CLASSIFICATIONS OR CHANGES IN CLASSIFICATION

When the duties of any classification are significantly changed or when a position not covered in Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was filled by an Employee or when the classification changed.

ARTICLE 9

HOURS OF WORK AND WORK SCHEDULES

9.01 REGULAR HOURS

- (a) Regular hours of work shall be either seven and one-half (7 1/2) hours or eight (8) hours per day as required by the classification, exclusive of meal breaks and overtime. Shifts of shorter duration may be scheduled depending on the needs of the site; or
- (b) Thirty-seven and one-half (37 1/2) or forty (40) hours per week as applicable, averaged over one complete cycle of the shift schedule.
- (c) The bi-weekly work period shall consist of either seventy-five (75) hours or eighty (80) hours as applicable.

9.02 REST PERIODS AND MEAL PERIODS

- (a) During each scheduled shift of five (5) hours or more, an Employee is entitled to one (1) non-paid lunch break of one-half (1/2) hour.
- (b) If the Employer requires an Employee to be readily available for duty during her meal break, the Employee shall be so advised in advance and be paid for that meal period at one and one-half (1 1/2) times the Employee's basic rate of pay.
- (c) For each period of three hours worked, an Employee shall be entitled to a fifteen (15) minute paid rest break.
- (d) If an Employee is recalled during her meal break or rest period the Employee shall be given a full meal period or rest period later in the Employee's shift or where it is not possible to get her full meal period or rest break she shall be paid at one and one-half (1 1/2) times her basic rate for the length of the break.

9.03 SHIFT SCHEDULES

The shift schedules shall be posted on a notice board, at least twenty-one (21) days prior to the effective date of the schedule. Shift schedules shall be of a two (2) week duration. When a change is made in the shift schedule by the Employer, the Employee shall be informed and when the change is made with less than ten (10) days' notice the Employee shall be paid at one and one-half (1 1/2) times their basic rate of pay for the first shift of the changed schedule.

9.04

SHIFT EXCHANGE

- (a) Regular Full-time Employees and Regular Part-time Employees may exchange shifts amongst themselves provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval in writing of such exchange has been given by the General Manager/Designate.
- (b) The Employer's reply shall also be in writing.
 - (i) A mutual exchange shall be recorded on the shift schedule;
 - (ii) A Regular Full-time or Part-time Employee shall not mutually exchange shifts with a Casual Employee unless the Casual Employee has been given a shift and is on the shift schedule.
- (c) A mutual exchange shall not be deemed a violation of the provisions of this Agreement.
- (d) In any event it is understood that a mutual exchange initiated by the Employee and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by an Employee under the terms of this Agreement.

9.05

Requests for specific days off shall be submitted to the General Manager no less than five (5) days before the posting of the schedule.

9.06

Shift schedules for regular and temporary full-time and part-time Employees shall provide for the following:

- (a) not less than eleven and a half (11 1/2) hours off duty between shifts;
- (b) not more than ten (10) days worked in a fourteen (14) calendar day period;
- (c) not more than seven (7) days worked in a row without the mutual agreement of the Employee and the Union;
- (d) a maximum of thirty-seven and one-half (37 1/2) or forty (40) hours worked per week based upon the classification;
- (e) not more than seven and one-half (7 1/2) hours or eight (8) hours per day based on the classification and unless otherwise agreed to by the Employee, the Employer and the Union;
- (f) two (2) days off per week;

The basic rate of pay will prevail for additional hours of work assigned to regular part-time Employees beyond the Employee's scheduled hours, unless the Employee becomes subject to the overtime provision.
- (g) Should any of the above not be followed, the Employees shall be entitled to overtime rates of pay.

- 9.07 The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 9.06, although the Employer retains the discretion to schedule shifts.
- 9.08 Regular part-time Employees who wish to be considered for additional hours of work that:
- (a) are made available to relieve for absences, the duration of which is less than ninety (90) calendar days; or
 - (b) are not regularly scheduled;
 - (c) shall advise the General Manager, in writing, as to the extent of their availability.
- 9.09 The basic rate of pay will prevail for casual Employees beyond the Employee's scheduled hours, provided:
- (a) the assignment is accepted;
 - (b) the hours worked do not exceed seven and one-half (7 1/2) or eight (8) hours per day based upon the classification;
 - (c) the hours worked do not exceed seventy-five (75) or eighty (80) hours over a period of fourteen (14) calendar days;
 - (d) casual Employees do not work in excess of seven (7) consecutive days without days off without the mutual agreement of the Employee and the Union;
 - (e) casual Employees do not work in excess of (10) days in a fourteen (14) day period; and
 - (f) not less than twelve (12) hours off between shifts;
- 9.10 MINIMUM HOURS FOR A SHIFT
- A shift shall be a minimum of three (3) hours and if an Employee reports for work and is sent home she shall be paid a minimum of three (3) hours pay at her basic rate of pay.
- 9.11 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, Employees who are required to work beyond their scheduled seven and one-half (7 1/2) or eight (8) regular hours of work shall have their hours of work 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 (if any) of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 10

OVERTIME

10.01 OVERTIME DEFINED

Overtime is all time authorized by the General Manager in excess of seven and one-half (7 1/2) hours or eight (8) hours per day or seventy-five (75) or eighty (80) hours based upon the classification in a two week rotation period. All authorized overtime shall be paid at the rate of one and one-half times (1 1/2) the basic rate of pay for all authorized overtime hours that are worked.

10.02 Employees shall not be required to reduce regular shifts to equalize any overtime worked.

10.03 Overtime may be accumulated to a maximum of thirty-seven and one-half (37 1/2) or forty (40) hours and taken off at a mutually agreeable time at the applicable premium rate. Time off not taken by March thirty-first (31st) in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March thirty-first (31st) and shall not be unreasonably denied.

10.04 CALL BACK

When an employee is required to report to work, she shall receive a minimum of three (3) hours of the basic rate of pay or the applicable overtime rate, whichever is greater.

- 10.05**
- (a) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.**
 - (b) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 10.**

ARTICLE 11

SHIFT DIFFERENTIAL

11.01 Effective on the date of ratification a shift differential of two dollars (\$2.00) per hour shall be paid to Employees working a shift where the majority of such shift falls within the period fifteen hundred and thirty (1530) hours to twenty-three hundred and thirty (2330) hours or within the period sixteen hundred (1600) hours to twenty four hundred (2400) hours as applicable.

This shift differential shall be paid in addition to all overtime hours worked which fall within the period of fifteen hundred and thirty (1530) hours to twenty-three hundred (2330) hours or sixteen hundred (1600) hours to twenty four hundred (2400) hours as applicable.

This shift differential shall not be applicable to Employees working in the Hospitality Aide position.

Effective April 1, 2018 the shift differential shall increase to two dollars and thirty-five cents (\$2.35) per hour.

Effective April 1, 2019 the shift differential shall increase to two dollars and seventy-five cents (\$2.75) per hour.

- 11.02 Effective on the date of ratification a shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred and thirty (2330) hours to zero seven hundred and thirty (0730) hours or between the period of twenty four hundred (2400) hours to zero eight hundred (0800) hours as applicable.

This shift differential shall be paid in addition to all overtime hours worked which fall within the period of twenty-three hundred and thirty (2330) hours to zero seven hundred and thirty (0730) hours or the period twenty four hundred (2400) hours and zero eight hundred (0800) hours as applicable.

Effective April 1, 2018 this differential shall increase to three dollars and twenty-five cents (\$3.25) per hour.

Effective April 1, 2019 this differential shall increase to three dollars and fifty cents (\$3.50) per hour.

- 11.03 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.
- 11.04 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

ARTICLE 12

WEEKEND PREMIUM

- 12.01 Effective on the date of ratification a weekend premium of one dollar and fifty cents (\$1.50) per hour shall be paid to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

The weekend premium shall be paid in addition to all overtime hours worked which fall within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

Effective April 1, 2018 this premium shall increase to two dollars (\$2.00) per hour.

Effective April 1, 2019 this premium shall increase to two dollars and fifty cents (\$2.50) per hour.

- 12.02 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.
- 12.03 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

ARTICLE 13

SENIORITY

13.01 An Employee's "seniority date" shall be the date on which a Regular Employee's continuous service commenced within the bargaining unit (including all periods of service prior to certification), including all periods of continuous service as a Casual, Temporary or Regular Employee.

- 13.02 (a) Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire when:
- (i) the employment relationship is terminated by either the Employer or the regular Employee, or
 - (ii) eighteen (18) months has expired following lay-off; or
 - (iii) the Employee retires.
- (b) Seniority will not accrue:
- (i) thirty (30) days after being laid off;
 - (ii) with any unpaid medical leave of absence in excess of thirty (30) days; or
 - (iii) any unpaid leave in excess of thirty (30) days.

13.03 **SAME SENIORITY DATES**

In the event seniority dates are the same, the Employee with the earliest dated letter of hire shall be deemed to have the most seniority. In the event that Employees with the same seniority dates also have letters of hire with the same dates, the Employee with the earliest dated application shall be deemed to have the most seniority. In the event the tied seniority cannot be resolved in this manner, the tie shall be resolved by a coin toss.

13.04 **SENIORITY LIST**

- (a) The Employer will maintain a seniority list, to be posted on the Bulletin Board at the site.
- (b) Such seniority lists will be updated and posted not less frequently than every six (6) months following the first (1st) of the month following the date of ratification, and will include an Employee's name, classification, full-time equivalent (FTE), seniority date and date of hire.
- (c) An up to date seniority list and a list of Employees on lay-off shall be sent to the Union in January of each year and when any regular Employee is served notice of lay-off, and such list shall indicate each Employee's classification.

ARTICLE 14

VEHICLE ALLOWANCE

- 14.01 An Employee who is required to use her personal vehicle on Employer business will be compensated for mileage at a rate of forty-four cents (\$0.44) per kilometer for such business mileage including those occasions when such individual is called back to work.
- 14.02 If an Employee is required to use her personal vehicle on the Employer's business, the Employer shall reimburse the Employee for the incremental cost of "Occasional Business Use" coverage over what the Employee would have paid for her customary private use coverage upon submission of receipts.
- 14.03 When travel is completed, Employees should, in a timely fashion, submit completed "expense" claim forms to the Employer.

ARTICLE 15

JOB POSTING AND VACANCIES

- 15.01 Vacant positions will be posted in the site for ten (10) calendar days. Each posting shall state the following information:
- (a) responsibilities
 - (b) qualifications
 - (c) basic rate of pay
 - (d) the full-time equivalent of the position, if applicable and hours of work as applicable.
 - (e) to whom applications should be submitted
 - (f) competition number; and closing date and time (e.g.: date 12.00PM)
- 15.02 If no internal applications are received from bargaining unit Employees by the completion of the posting period, the Employer may fill the vacancy at its discretion.
- 15.03 Until the vacancy is filled, the Employer may fill the vacancy, with part-time or casual Employees pursuant to Clause 2.06 and 2.07. If a position changes from temporary to permanent, or from part-time to full-time, such positions shall be posted in accordance with Clause 15.01.
- 15.04 Both parties recognize:
- (a) the principal of promotion within the service of the Employer;
 - (b) appointments will be based on seniority and qualifications, that is, job knowledge, experience and education;
 - (c) the qualifications for the posted position or vacancy shall be consistent with the responsibilities specified in the posting including acceptable performance of the Employee's current job.

- 15.05 In making appointments, as a result of posted vacancy, preferential consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. In considering internal applicants, the Employer will use the following order of consideration:
- (a) Regular Employees;
 - (b) next, laid off Regular Employees;
 - (c) next, Temporary and Casual Employees ordered by date of hire. Temporary and Casual Employees hired for a regular position shall have their seniority backdated to the original date of hire.
- 15.06 When filling vacancies within the bargaining unit, the determining factors shall be the most requisite job related skills, training, knowledge and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
- 15.07
- (a) The Employer shall confirm in writing to the Employee at the time of hire, the employment status, the classification, the full-time equivalency (FTE) and the rate of pay for the position she is filling.
 - (b) The Employer, if requested by the Employee, will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.
 - (c) Within seven (7) days of the appointment to a vacant position, the name of the successful candidate will be posted on the Job Opportunities Bulletin Board. The Union shall be notified regarding the name of the successful candidate.
- 15.08 PROMOTIONS TO DIFFERENT CLASSIFICATIONS WITHIN THE BARGAINING UNIT
- Successful applicants to different classifications within the bargaining unit shall serve a trial period of three (3) months for full-time Employees and five hundred and three and three quarter (503.75) hours worked for part-time Employees. Conditional upon performance satisfactory to the Employer, such trial promotion shall become permanent. The Employer may appoint the applicant to the position prior to completion of the trial period. During this trial period, the Employee may choose to return or the Employer may return the Employee, if she proves to be unsatisfactory in the new position, to her former position and basic rate of pay without loss of seniority.
- 15.09 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to accommodate a request by the Workers' Compensation Board to provide a period of rehabilitative work experience.

- 15.10 A Regular Employee who applies for and is successful on a temporary posting shall maintain her status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to her former position. At the completion of her temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 16

LAYOFF AND RECALLS

- 16.01 Regular Employees may be laid off in accordance with the provisions of this Article.
- 16.02 For the purpose of this Article the following definitions shall apply:
- (a) "Lay-off" - a separation from employment as a result of lack of work, or a reduction in hours to full-time or part-time Employees.
 - (b) "Seniority" - the length of continuous employment at the Site.
- 16.03 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff of the Employees shall be as follows:
- (a) fourteen (14) calendar days for Full-time and Part-time Employees.
- 16.04 When Employees are to be laid off, the Employer shall layoff such Employees in the affected classification in reverse order of their seniority.
- 16.05 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.
- 16.06 When an Employee has been given notice of lay-off or notice of position abolishment, the Employee has the option of:
- (a) accepting a vacant position for which she is qualified, if available;
 - (b) working as a Casual Employee; or
 - (c) bumping a less senior Employee in a position for which she is qualified.
- 16.07 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:
- (a) when the Employee resigns or employment is properly terminated; or
 - (b) when the Employee does not return to work on recall within three (3) working days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
 - (c) upon the expiry of eighteen (18) months following layoff during which time the Employee has not been recalled to work.

- 16.08 If a permanent Employee has not been recalled within eighteen (18) months from the date of layoff, she shall be entitled to severance pay of two (2) weeks per year of service.
- Severance pay will not be paid out to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated. Severance pay of two (2) weeks per year of service will be paid in the event of closure.
- 16.09 This Article does not apply to temporary Employees whose employment is terminated at the end of a specific term of employment.
- 16.10 **RECALL PROCEDURE**
- Employees shall be recalled in the order of their seniority provided that the recalled Employees are qualified to perform the work. Notice of recall shall be sent by mail to the Employee's last known address. The Employee must respond in writing to the notice within fourteen (14) calendar days of receipt of such notice, of their intention to either accept or decline the offer of recall. In the event that they do not respond to the notice, they shall lose all seniority and shall have been considered to have resigned their employment.
- 16.11 **NO NEW EMPLOYEES**
- No new Employees shall be hired for a position while there are Employees on layoff with seniority, who are qualified and available to perform the available work.
- 16.12 **ADVISE UNION**
- In the event of layoffs and recalls, the Employer agrees to advise the Union.
- 16.13 **GRIEVANCES ON LAYOFFS AND RECALLS**
- Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.
- 16.14 **CASUAL SHIFTS**
- (a) Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts.
 - (b) Casual shifts shall be offered to Employees who have the requisite job-related skills, training, knowledge and other relevant attributes to perform the work, in the following order, except where patient care requirements are such that this order is not possible:
 - (i) Regular Employees who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;
 - (ii) Casual Employees and Regular Part-time Employees who have indicated their willingness to work additional shifts.
 - (iii) Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

ARTICLE 17

PROBATIONARY PERIOD AND ORIENTATION

- 17.01 A newly hired Employee shall serve a probationary period of five hundred (500) hours worked or one (1) year whichever comes first, following the commencement of employment with the Employer.
- 17.02 The Employee, if determined by the Employer to be unsatisfactory, may be dismissed at any time during the probationary period with notice. The Employer shall provide a reason for termination to the Employee in writing, and the Employee shall not have recourse to the grievance procedure as set out in this agreement.
- 17.03 The Employer shall provide a paid orientation of up to three (3) complete shifts for new Employees, and such additional shifts as approved by the General Manager.

ARTICLE 18

GRIEVANCE PROCEDURE

18.01 GRIEVANCE DEFINITION

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

- (a) An individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 18.05 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) A group grievance is a grievance affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and be processed in the same manner as an individual grievance as outlined in Clause 18.05. A group grievance shall list all Employees affected by the grievance and the results of the 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 fifteen (15) days of the date the aggrieved Party first became 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 Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of the response or failure to reply, the Employer may advance the grievance to arbitration.

18.02 AUTHORIZED REPRESENTATIVES

An Employee may have the assistance of a Union Representative at any time during the grievance procedure.

18.03 TIME LIMITS

For the purposes of this Article, periods of time referred to shall be consecutive calendar days, exclusive of Saturdays, Sundays, and Named Holidays.

18.04 MANDATORY CONDITIONS

- (a) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.
- (b) During any and all grievance proceedings, the Employee shall continue to perform her duties, except in cases of suspension or dismissal.
- (c) A suspension or dismissal grievance shall commence at Step 2.
- (d) Should the Union fail to comply with the time limits in this procedure, the grievance shall be considered abandoned, unless the parties agree to extend the time limits.

18.05 STEPS IN THE GRIEVANCE PROCEDURE

(a) Step 1

An Employee who has a grievance shall, within twenty (20) days of the date of the incident, or reasonably should have become aware of, the incident which lead to the grievance, discuss the matter with the General Manager. The General Manager shall advise the Employee of her decision in writing within twenty (20) days of the Employee first making her aware of the matter. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

(b) Step 2

If the grievance is not resolved at Step 1 above within twenty (20) days of the decision of the General Manager, it shall be forwarded in writing by the Union and the Employee, stating the nature of the grievance, the specific provision(s) of the collective agreement alleged to have been breached and redress sought, to the Corporate Representative or designated representative. The Corporate Representative of Connecting Care (2000) Inc. shall reply in writing within (20) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) Step 3

If the grievance is not resolved at Step 2 above within twenty (20) days of the reply from the Corporate Representative of Connecting Care (2000) Inc., the Union may decide to proceed to Arbitration.

18.06

ARBITRATION

- (a) Either party wishing to submit a grievance to arbitration shall, within twenty (20) days of the receipt of the decision at Step 2 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.
- (b) Within twenty (20) days of receipt of notification provided for as above, the party receiving such notice shall:
 - (i) inform the other party of the name of its appointee to the Arbitration Board; or
 - (ii) arrange to meet with the other party in an effort to select a single Arbitrator. Where an agreement cannot be reached on the principal and/or selection of a single Arbitrator an Arbitration Board shall be established.
- (d) Where appointees to the Board have been named by the parties, they shall, within twenty (20) days, endeavour to select a mutually acceptable Chairperson of the Arbitration Board. If they are unable to agree upon the choice of a Chairperson, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Alberta Labour Relations Code*.
- (e) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected if the decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (f) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- (g) Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 19

DISCIPLINE AND DISCHARGE

- 19.01 The Employer shall only discipline or discharge for just cause. Both parties recognize the value of progressive discipline.
- 19.02 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including dismissal. Unsatisfactory conduct and/or performance by an Employee, which is not considered by the Employer to be serious enough to warrant suspension or dismissal, may result in a written warning to the Employee.

- 19.03 (a) A written warning shall provide the specifics of the issue(s) that gave rise to the disciplinary action, shall provide direction regarding work performance expectations and a time line for improvement, as well as indicating that further discipline or dismissal may follow any similar or other infractions. A copy of the written warning shall be placed on the Employee's personnel file. A copy of the written warning shall be forwarded to the Union.
- (b) The action or suspension or dismissal shall be within fifteen (15) calendar days of the completion of the Employer's investigation into the matter. When action involves a suspension, the notice shall specify the time period of the suspension. In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) calendar days of the action being taken.
- 19.04 The Employee will sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice.
- 19.05 A claim by an Employee that they have been unjustly disciplined or discharged will be treated as an individual grievance, commencing at Step 2 of the grievance procedure, provided the person submits their written grievance, dated and signed within fifteen (15) calendar days after the date of the discipline.
- 19.06 An Employee who has been subjected to disciplinary action may request, after twenty-four (24) months of continuous service from the date the disciplinary measure was invoked, to have her personnel file cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain a related record of disciplinary action during the twenty-four (24) month period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- 19.07 An Employee shall have the right to have a Union Steward or a Union Representative present when disciplinary notice is issued verbally or in writing.
- 19.08 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice, which shall not be less than twenty-four (24) hours. At such discussion, the Employee may be accompanied by a representative of the Union.
- 19.09 In the event that an Employee is reported to her or his licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 19.10 For the purposes of this Article, periods of time referred to shall be consecutive calendar days, exclusive of Saturdays, Sundays, and Named Holidays.

ARTICLE 20
NAMED HOLIDAYS

- 20.01 (a) All full-time Employees shall receive the following Named Holidays:
- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- August Civic Day;
- and other holidays proclaimed by the Federal, Provincial or Municipal Governments.
- (b) In order to qualify for holiday pay the Employee must work her full scheduled shift immediately preceding and immediately following the holiday, except where the Employee is absent due to illness, bereavement leave, vacation or approved leaves with pay.
- (c) Notwithstanding the foregoing, while:
- (i) on layoff, or
 - (ii) in receipt of compensation from the Worker's Compensation Board, or
 - (iii) on leave 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
- (d) **NAMED HOLIDAYS**
- All part-time and casual Employees shall receive Named Holiday pay at the rate of four point three percent (4.3%) of their earnings paid at the basic rate of pay in lieu of the Named Holiday.
- 20.02 (a) When a Named Holiday falls on a day that would otherwise have been a work day, a full-time Employee receives the day off, and the Employee will receive her basic rate of pay for her regularly scheduled hours.
- (b) When a Named Holiday falls on a full time Employee's regularly scheduled day off, the Employee will receive another day off with pay at a mutually agreeable time within thirty (30) days of that holiday or failing mutual agreement will be paid her basic rate of pay for her regularly scheduled hours.

- (c) When an Employee is required to work on a Named Holiday, the Employee will be entitled to the usual wage for the hours worked plus one and one-half (1 1/2X) times their wage for all hours worked.
- (d) When a Named Holiday falls during a Full-time and Part-time Employee's vacation period, the holiday either may be added to the Employee's vacation period, or may be taken at a subsequent mutually agreeable date.

20.03 Unless an Employee requests otherwise, she shall be scheduled so as to have either Christmas or New Year's Day off each year. An Employee who works either of these days in the first year of this Agreement shall be given the other day off in the following year and so forth until this Agreement expires.

ARTICLE 21

SICK LEAVE

21.01 (a) Sick leave is an insurance provided by the Employer for the purposes of maintaining regular earnings (exclusive of overtime and other premiums) during absences due to illness or accident for which compensation is not payable under the *Worker's Compensation Act*, or by quarantine by the Medical Officer of Health.

- (b) A full-time regular Employee shall earn sick leave credits based on three quarters (0.75) of one (1) day per month worked based on full-time regular hours and pro-rated for regular hours worked in the case of Part-time Employees who work less than full-time regular hours up to a maximum credit of ninety (90) working days. An Employee shall not be entitled to use sick leave credits prior to the completion of her probationary period.

Effective April 1, 2018 the rate of three quarters (0.75) of one (1) day per month worked shall increase to zero point eighty-five (0.85) of one (1) day per month.

- (c) Notwithstanding the foregoing, while an Employee is:
 - (i) on layoff, or
 - (ii) in receipt of compensation from the Worker's Compensation Board, or
 - (iii) on other leaves of absence in excess of thirty (30) calendar days for any reason sick leave credits shall not accrue.

21.02 The Employee's eligibility for sick benefits will be reinstated once the Employee returns to regularly scheduled full-time or part-time scheduled work for one (1) month, unless subsequent absences are a continuation of the previous illness or injury.

21.03 PROOF OF ILLNESS

Employees may be required to substantiate, in a form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefits shall not be effected until the required substantiation has been supplied.

21.04 When an Employee has accrued the maximum sick leave credit of ninety (90) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.

21.05 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of her accrued sick leave credits.

21.06 For the purpose of computing sick leave accumulation, the following shall be counted as working days;

- (a) days on which the Employee is on vacation
- (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement; and
- (c) days on which the employee is absent attending official Union business for which the Employer is fully reimbursed by the Union.

21.07 TERMINATION OF SICK LEAVE

Sick leave benefits will cease on termination of employment, on retirement, or on death.

21.08 SICK LEAVE BENEFITS WHILE ON WORKERS' COMPENSATION

Absence for sickness or accident compensable by Workers' Compensation will not be charged against the Employee's accumulated sick leave credits.

21.09 SICK LEAVE ON VACATION

Should an Employee, while on vacation, be hospitalized or under a doctor's care, the Employee shall be entitled to use their sick leave and have their vacation bank replenished for the equivalent number of days, upon production of a valid doctor's note.

21.10 LEAVE OF ABSENCE DUE TO ILLNESS

Employees whose sick leave credits are exhausted shall apply for a leave of absence for medical reasons, without pay. The Employer will advise the Employee, in writing, of the disposition of such request.

21.11 SICK LEAVE DURING PREGNANCY

Sick leave shall be granted for the health related portion of an Employee's pregnancy or childbirth, such leave shall only be approved following production of a medical certificate advising that there were medical reasons that prevented the Employee from doing her duties during the health related portion of her absence.

21.12 CASUAL AND TEMPORARY EMPLOYEES

Casual and Temporary Employees shall not be entitled to sick leave benefits. Should a temporary position become permanent, sick leave shall be credited from start date.

ARTICLE 22

LEAVE OF ABSENCE

22.01 GENERAL CONDITIONS:

- (a) Requests for a leave of absence, without pay will, where possible, be made in writing to the General Manager/Designate nineteen (19) days in advance, except that in extenuating circumstances the time factor may be waived or reduced. The granting of leaves of absence is subject to the approval of the Employer. Except in exceptional circumstances, the Employer will reply, in writing, to a request for leave of absence within five (5) days of receipt of the request.
- (b) Except in cases of extenuating circumstances, an Employee, who exceeds their approved leave of absence for three (3) calendar days or misses three (3) consecutive days of work without notifying the Employer, shall be considered to have abandoned his/her position.
- (c) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (d) Employees granted leave of absence for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (e) Subject to the terms, conditions, and limitations of the applicable plans, group insurance benefits shall be provided by the Employer for the first thirty (30) days after the leave begins. Employees will become responsible for the full cost of benefits if they wish the coverage to continue.

22.02 Employees may apply for an educational leave of absence without, with partial or with full pay, and all or a portion of the tuition provided the course being taken is considered by the Employer to be a benefit to the site. This leave must be applied for, in writing, at least one (1) month in advance of the leave and must indicate the expected date of return to full employment status. The Employee may choose to work on a casual basis during this period. The Employer shall provide a written reason for denial of such request.

22.03 The parties recognize the value of continuing in-service education for Employees. For the purpose of this Article, "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs, seminars or workshops offered by the Employer. The Employer agrees to pay for courses and/or training that Employees are required to attend. When an Employee attends one of the required courses or training sessions, they shall do so at the basic rate of pay, plus travel, accommodations and meal allowance when such in-service education is not provided at the work site.

- (a) The following courses at a minimum, shall be provided to Employees on an annual basis:
 - (i) anti-choking manoeuvres;
 - (ii) fire, evacuation and disaster procedures;
 - (iii) proper lifting and prevention of back injuries;
 - (iv) Workplace Hazardous Materials Information System (WHMIS).
- (b) The Employer shall consider requests by Employees for additional training that would assist the employees in providing high-quality service to the residents in a safe environment. The Employer retains the discretion whether to offer additional training.

22.04

LEAVE-UNION BUSINESS

- (a) A leave of absence with pay shall be granted by the Employer with two (2) weeks' notice for up to two (2) regular Employees elected or appointed to represent the Union at Union Conventions, Workshops, Seminars or Schools. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave, plus an amount determined by the Employer to cover the cost of the benefits, acting reasonably.

Regular Employees who are elected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay for a period of two (2) years. Such leave shall be renewed upon request, during their term of office.

- (b) Up to three (3) representatives of the Union shall be granted a leave of absence with pay in order to participate in negotiations with the Employer. The Union agrees to reimburse the Employer for the actual salary paid to such Employee representatives while on leave.
- (c) Leaves granted under this Article shall be without loss of seniority.

22.05

For leaves of absence greater than one year, benefits will accrue from the date of return to employment following such leave of absence. No Employee will accumulate sick leave, or earned vacation, nor will other benefits be paid or accrue while on such leave of absences, other than those outlined below:

- (a) periods of sick leave paid by the Employer;
- (b) leaves of absence with pay;
- (c) bereavement leave with pay;
- (d) leave with pay for jury/witness duty;
- (e) paid vacations; or
- (f) for the health related portion of pregnancy leave.

22.06 The Employee shall provide twenty-eight (28) days' notice of desire to return to work. Upon return to work the Employee will be placed in the job previously held providing the Employee can perform the required work satisfactorily. If the Employee would not otherwise have retained their previous job they shall be placed on the job they can satisfactorily perform.

22.07 BEREAVEMENT LEAVE

An Employee shall be granted three (3) days bereavement leave without loss of regular earning in the event of the death of the following relatives although an employee may choose to take less than the full bereavement leave:

Effective April 1, 2018 this shall be increased to "four (4) days".

Mother, Father, Mother-in-Law, Father-in-Law, Husband, Wife, Son, Daughter, Step Children, Brother, Sister, Brother-in-Law, Sister-in-Law, Legal Guardian, Common Law Spouse, Same Sex Partner, Step Parent, Son-in-Law, Daughter-in-Law, Grandparents of the Employee or the Employee's Spouse, grandchild, Fiancé`.

In the event of a death of another relative or close friend, the Employer may grant up to one (1) day off with pay to attend the funeral services.

22.08 The Employer shall extend Bereavement Leave up to two (2) additional days with pay when it is necessary for an Employee to travel three hundred (300) kilometres or more one way.

22.09 MATERNITY/PARENTAL LEAVE

(a) A Regular Employee who has completed twelve (12) months continuous employment shall, upon her written request at least four (4) weeks in advance, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery, or such shorter period as may be requested by the Employee, provided she commences maternity/parental leave not later than the date of delivery.

(b) Maternity/parental leave shall be without pay. For that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work the Employee is eligible for sick leave.

The total period of maternity/parental leave shall not exceed twelve (12) months unless mutually agreed between the Employer and the Employee.

A Regular Employee on maternity/parental leave shall provide the Employer with four (4) weeks written notice of readiness to return to work at which time the Employer will reinstate the regular Employee in the same classification held by her immediately prior to taking maternity/parental leave and at the same basic rate of pay.

22.10 ADOPTION LEAVE

A Regular Employee who has completed twelve (12) months continuous employment, shall, upon written request, be granted leave without pay for up to twelve (12) months as necessary for the purpose of adopting a child. Upon four (4) weeks written notice of intent to return to work, the regular Employee shall be re-engaged in the same classification held immediately prior to taking adoption leave and at the same rate of pay.

22.11 COURT APPEARANCE

The Employer shall grant leave of absence to a Regular Employee who serves as a juror or witness in any court, provided evidence of the subpoena is submitted to the Employer. The Employer shall pay such a Regular Employee the Employee's normal earning. Any monies the Employee receives for services excluding expenses shall be paid to the Employer. The Regular Employee will present proof of service and the amount of pay received.

22.12 CIVIC OBLIGATIONS

The Employer will provide time off for voting as provided in current legislation.

22.13 PERSONAL DAYS

Full-time and Part-time Employees shall be allowed up to three (3) days paid leave per year for personal reasons, from sick leave credits.

ARTICLE 23

VACATION

23.01 DEFINITION

Vacation leave is an earned benefit provided by the Employer. For the purposes of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Date of Employment" means the date of hire with the Employer.
- (c) "Wages" means basic rate of pay multiplied by hours worked for everything except overtime, general holiday pay, vacation pay upon termination, and termination pay.
- (d) Vacation year shall be January to December.

23.02 TIME OF VACATION

- (a) During each continuous year of service, an Employee shall earn entitlement to a vacation with pay, to be taken in the next following calendar year.
- (b) All vacation earned during one calendar year shall be taken in the following vacation year at a mutually agreeable time.

- (c) Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, then seniority within the classification shall be the deciding factor. However, the application of seniority shall not be used to overturn vacation periods for employees with less seniority where the Employer has already approved the vacation.
- (d) Regular Full-time Employees and Regular Part-Time Employees shall be granted their choice of vacation periods, however, the final allotment of vacation remains within the responsibility and authority of the Employer.
- (e) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the calendar 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.
- (f) A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (g) An Employee who has less than one year service prior to the first day of November in any one (1) calendar year, shall be entitled to vacation entitlement 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 months.
- (h) An Employee shall be entitled to receive her vacation in an unbroken period unless otherwise mutually agreed between the Employee and the Employer.
- (i) An Employee may request that a portion or her entire annual vacation leave entitlement be carried over to the next year. The request must be in writing and should include the purpose for the vacation carry-over. Such requests shall not be unreasonably denied.

23.03

VACATION ENTITLEMENT

Full-time and part-time employees earn vacation entitlement as follows:

From start of employment but less than four (4) years.	Four percent (4%) of gross wages, which equates to ten (10) scheduled working days.
Four (4) years but less than eight years.	Six percent (6%) of gross wages, which equates to fifteen (15) scheduled working days.
Eight (8) years of employment but less than fifteen years.	Eight percent (8%) of gross wages, which equates to twenty (20) scheduled working days.

Fifteen (15) years of Ten percent (10%) of gross wages, which employment but less than 20 equates to twenty-five (25) scheduled years. working days.

Effective April 1, 2018 Full-time and part-time employees earn vacation entitlement as follows:

From start of employment but Four percent (4%) of gross wages, which less than three (3) years. equates to ten (10) scheduled working days.

Three (3) years but less than Six percent (6%) of gross wages, which eight years. equates to fifteen (15) scheduled working days.

Eight (8) years of employment Eight percent (8%) of gross wages, which but less than fifteen years. equates to twenty (20) scheduled working days.

Fifteen (15) years of Ten percent (10%) of gross wages, which employment but less than 20 equates to twenty-five (25) scheduled years. working days.

Twenty (20) years of Twelve percent (12%) of gross wages, which employment or more. equates to thirty (30) scheduled working days.

A regular part-time Employee shall earn vacation prorated based upon hours worked relative to a full-time Employee.

Vacation with pay shall not accrue during periods while:

- (a) on layoff; and
- (b) in receipt of compensation from the Workers' Compensation Board; and
- (c) on leave of absence in excess of thirty (30) calendar days for any reason.

Vacation pay shall not be paid out, except upon request or on termination.

23.04

COMPENSATION FOR NAMED HOLIDAYS FALLING WITHIN VACATION SCHEDULING

If a Named Holiday falls within an Employee's vacation period, the Employee shall be allowed:

- (a) an additional vacation day with pay on a date mutually agreed between Employee and Employer; or
- (b) a day with pay may be added to the Employee's vacation by mutual agreement between the Employee and the Employer; or

- (c) failing mutual agreement between the Employee and the Employer, the Employer shall pay an additional day's pay.

23.05 VACATION PAY

Vacation pay shall be at the rate of pay currently in effect at the time of the vacation.

23.06 All annual vacation requests shall be received by the General Manager/Designate.

23.07 A vacation list shall be made available to the staff as early as is practical in the new calendar year stating vacation days entitlement available for the current vacation year.

23.08 CASUAL EMPLOYEES /TEMPORARY EMPLOYEES

Casual Employees/Temporary Employees shall receive vacation pay in accordance with the *Alberta Employment Standards Code*.

23.09 An Employee required by the Employer to return to work during her vacation will receive one and one-half times (1 1/2X) her basic rate of pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

23.10 VACATION PAY ON TERMINATION

- (a) If employment is terminated by an Employee without giving proper notice of two (2) weeks, then notwithstanding any other provisions of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code* concerning vacation with pay. The Employer may waive this clause if termination is due to illness or for other reasons, which are acceptable to the Employer.
- (b) If employment is terminated, and proper notice given, the Employee shall receive payments in lieu of the Employee's accrued vacation bank.
- (c) When an Employee is discharged for cause, vacation pay shall be at the same rate prescribed in the *Employment Standards Code*.

ARTICLE 24

PAY GUIDELINES

24.01 Points West Living – Cold Lake Inc. has a computerized payroll system. Paydays shall be every second Monday.

24.02 The Employer shall pay for hours worked in accordance with the hourly wages set forth in Schedule "A" attached hereto and forming part of this Agreement and as applicable to all Employees covered by the Collective Agreement.

24.03 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:

- (a) in the case of a regular full-time Employee, one (1) year of service; or

- (b) in the case of a Regular Part-time Employee and a Casual Employee, Employees shall advance from their initial placement on the salary scale to the next step, if applicable, as set out in the Salaries Schedule upon completion of one thousand nine hundred and fifty (1,950) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of one thousand eight hundred and six point seven five (1806.75) hours worked at each subsequent Pay Step in the pay range.

Once the number of hours worked in any position or combination of positions at Points West Living – Cold Lake Inc. reaches one thousand eight hundred and six point seven five (1806.75) then the employee shall advance to the next step in the salary schedule for all positions worked.

- (c) All hours worked are counted towards an Employee's next increment as indicated above.

24.04

OVERPAYMENT

Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. 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 ten percent (10%) of the Employee's gross earnings per pay period.

UNDERPAYMENT

Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall make the necessary monetary or entitlement adjustments within the next following pay period after such underpayment is reported or noticed and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing and advise of the corrective action to be taken.

24.05

It shall be the responsibility of the Employee to keep the Employer informed of their current address, in case it is necessary to notify the Employee of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities.

24.06

PAY FOR ATTENDING MANDATORY MEETINGS

Employees required by the Employer to attend staff meetings and committee meetings shall be paid at the applicable rate of pay for attendance at such meetings.

ARTICLE 25
PYRAMIDING

- 25.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.

ARTICLE 26
EMPLOYEE BENEFITS

- 26.01 Employer shall provide the group plans as outlined in Schedule "B" attached to this Collective Agreement.
- 26.02 The Employer will enrol:
- (a) Regular Full-time Employees provided they are not covered by a spouse's group plan or an alternate Employer group coverage.
 - (b) Regular Part-time Employees who are working a minimum of twenty (24) hours per week averaged over one (1) complete cycle of the shift schedule provided they are not covered by a spouse's group plan or an alternate Employee group coverage.
 - (c) The parties agree to adhere to the terms and conditions of the benefit carrier.
- 26.03 VOLUNTARY RRSP
- (a) The Employer shall provide a voluntary RRSP for all regular benefit eligible Employees. Participating Employees may contribute to the RRSP Plan and the Employer shall match the Employees contribution up to three percent (3%) of the Employees gross earnings.
 - (b) The parties agree to adhere to the terms and conditions of the group RRSP.

ARTICLE 27
LABOUR MANAGEMENT/OCCUPATIONAL HEALTH & SAFETY

- 27.01 A Labour Management/Occupational Health & Safety Committee will be established at the worksite. The Union will have the right to designate up to four (4) members of the bargaining unit as members of this committee. An AUPE Representative may attend the meetings. The number of Employer representatives on the committee shall not exceed the number of representatives from the Union. Both parties may by mutual agreement increase the size of the committee and to invite guests.
- Minutes of each meeting shall be taken and shall be approved by the Employer and the Union. The minutes shall be posted on OHS bulletin boards.
- 27.02 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of this committee.

- 27.03 The Committee shall meet at least quarterly at a mutually acceptable hour and date. Either party may call a special meeting of this committee to deal with urgent matters. The Terms of Reference of the Committee will determine the procedure for dealing with such matters.
- 27.04 An Employer and Union representative shall be designated as joint Chairpersons, and shall alternate in presiding over meetings.
- 27.05 The Committee shall concern itself with any and all matters that either party wishes to raise including measures to ensure the security of employees on the Employer's premises. In addition, the committee shall consider such matters as Occupational Health & Safety and may make recommendations to the Employer in that regard. The committee will function in accordance with the regulations published pursuant to the *Alberta Occupational Health & Safety Act* or such other safety rules and practices as mutually agreed.
- 27.06 The Union and the Employer agree to encourage Employees to cooperate fully in the observation and participation of all safety rules and procedures.

ARTICLE 28

PERSONNEL FILES

- 28.01 (a) By appointment at least forty-eight (48) hours in advance an Employee may view their personnel file on their off-duty time at Points West Living – Cold Lake Inc. An Employee may be accompanied by a Union Representative, when viewing their personnel file.
- (b) An Employee shall be given a copy of the contents of their personnel file upon request provided that she first pays to the Employer a reasonable fee established by the Employer to cover the costs of copying. Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the Employee.

ARTICLE 29

COPIES OF COLLECTIVE AGREEMENT

- 29.01 COPIES OF THE AGREEMENT
- The Employer and the Union shall share the cost of duplicating the Collective Agreement. The Employer and the Union shall mutually agree upon the cost of an appropriate printer and the Union shall be responsible for duplicating the Collective Agreement.
- 29.02 The Employer shall provide each new Employee with a copy of the Collective Agreement.

ARTICLE 30

MANDATORY MEAL ALLOWANCE

- 30.01 Employees may contribute on a voluntary basis and with written consent the Employer will deduct two dollars (\$2.00) per shift for food consumed by the Employee while at work. Employees may opt out of the deduction.

ARTICLE 31

PROFESSIONAL DEVELOPMENT

31.01 The parties recognize the value of continuing in-service education for Employees. For the purpose of this Article, "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs, seminars or workshops offered by the Employer. The Employer agrees to pay for courses and/or training that Employees are required to attend. When an Employee attends one of the required courses or training sessions, they shall do so at the basic rate of pay, plus travel, accommodations and meal allowance when such in-service education is not provided at the work site.

- (a) The following courses at a minimum, shall be provided to Employees on an annual basis:
 - (i) anti-choking manoeuvres;
 - (ii) fire, evacuation and disaster procedures;
 - (iii) proper lifting and prevention of back injuries;
 - (iv) Workplace Hazardous Materials Information System (WHMIS).
- (b) The Employer shall consider requests by Employees for additional training that would assist the employees in providing high-quality service to the residents in a safe environment. The Employer retains the discretion whether to offer additional training.

SCHEDULE "A" - SALARY SCHEDULE

Effective January 1, 2017

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Kitchen Supervisor	21.43	22.07	22.74				
Cook	17.68	18.21	18.76				
Hospitality Aide	15.00	15.45	15.92				
Care Aide	17.65	18.19	18.74	19.29	19.88		
Certified Health Care Aide	19.73	20.75	21.43	22.07	22.80	23.29	23.98
LPN	26.19	27.33	28.41	29.52	30.63	31.69	32.98
Maintenance Assistant	19.29	19.87	20.46				

Effective January 1, 2018

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Kitchen Supervisor	21.64	22.29	22.97				
Cook	17.86	18.39	18.95				
Hospitality Aide	15.15	15.60	16.08				
Care Aide	17.83	18.37	18.93	19.48	20.08		
Certified Health Care Aide	19.93	20.96	21.64	22.29	23.03	23.52	24.22
LPN	26.45	27.60	28.69	29.82	30.94	32.01	33.31
Maintenance Assistant	19.48	20.07	20.66				

Effective July 1, 2018

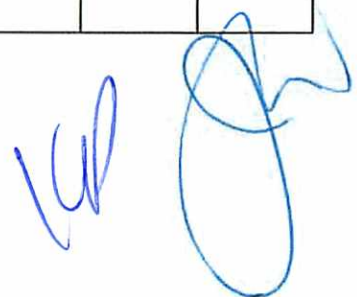
POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Kitchen Supervisor	21.86	22.51	23.19				
Cook	18.03	18.57	19.14				
Hospitality Aide	15.30	15.76	16.24				
Care Aide	18.00	18.55	19.11	19.68	20.28		
Certified Health Care Aide	20.12	21.17	21.86	22.51	23.26	23.76	24.46
LPN	26.71	27.88	28.98	30.11	31.24	32.32	33.64
Maintenance Assistant	19.68	20.27	20.87				

Effective January 1, 2019

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Kitchen Supervisor	22.08	22.74	23.42				
Cook	18.21	18.76	19.33				
Hospitality Aide	15.45	15.92	16.40				
Care Aide	18.18	18.74	19.30	19.88	20.48		
Certified Health Care Aide	20.32	21.38	22.08	22.74	23.49	24.00	24.70
LPN	26.98	28.16	29.27	30.41	31.55	32.64	33.98
Maintenance Assistant	19.88	20.47	21.08				

Effective July 1, 2019

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Kitchen Supervisor	22.30	22.96	23.65				
Cook	18.39	18.94	19.52				
Hospitality Aide	15.61	16.08	16.56				
Care Aide	18.36	18.92	19.49	20.07	20.69		
Certified Health Care Aide	20.52	21.59	22.30	22.96	23.73	24.24	24.95
LPN	27.24	28.44	29.56	30.71	31.86	32.97	34.31
Maintenance Assistant	20.07	20.68	21.29				



SCHEDULE "B" - EMPLOYEE BENEFITS

Benefit Summary

This summary must be read together with the benefits described in the benefit booklet.

Employee Basic Life Insurance	\$25,000, reducing by 50% at age 65
Dependent Basic Life Insurance	
Spouse	\$10,000
Child	\$5,000
Optional Life Insurance	Available in \$10,000 units to a maximum of \$500,000, for you or our spouse, subject to approval of evidence of insurability. If you are covered under this plan as both an employee and a spouse, you are limited to the \$500,000 maximum
Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)	An amount equal to your Life Insurance
<u>Healthcare</u>	
Covered expenses will not exceed customary charges	
Deductible	Nil
<u>Reimbursement Levels</u>	
In-Canada Prescription Drug Expenses	70%
All Other Expenses	100%
<u>Basic Expense Maximums</u>	
Hospital	Semi-private room
Home Nursing Care	\$10,000 for a maximum of 12 months per condition
Chronic Care	\$25 per day
In-Canada Prescription Drugs	\$1,500 each calendar year
Hearing Aids	\$700 every 5 years
Incontinence Supplies	\$1,000 each calendar year
Custom-fitted Orthopedic Shoes and Custom-made Foot Orthotics	\$300 every 12 months
Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	1 every 12 months
Surgical Brassieres	2 every 12 months
Mechanical or Hydraulic Patient Lifter	\$2,000 per lifter once every 5 years
Outdoor Wheelchair Ramps	\$2,000 lifetime
Blood-glucose Monitoring Machines	1 every 4 years
Transcutaneous Nerve Stimulators	\$700 lifetime
Extremity Pumps for Lymphedema	\$1,500 lifetime
Custom-made Compression Hose	4 pairs each calendar year
Wigs for Cancer Patients	\$200 lifetime

<u>Paramedical Expense Maximums</u>	
Chiropractors	\$300 each calendar year
Physiotherapists	\$300 each calendar year
Podiatrists	\$300 each calendar year
Naturopaths	\$300 each calendar year
Osteopaths	\$300 each calendar year
Psychologists/Social Workers	\$300 each calendar year
Speech Therapists	\$300 each calendar year
Massage Therapists	\$300 each calendar year
<u>Healthcare Maximum</u>	
\$2,500 each calendar year	
The lifetime Healthcare maximum does not apply to Global Medical Assistance and In-Canada Prescription Drugs	
<u>Dental care</u>	
Covered expenses will not exceed customary charges	
Payment Basis	The dental fee guide in effect in your province of residence on the date treatment is rendered
Deductible	Nil
<u>Reimbursement Levels</u>	
Basic Coverage	70%
Accidental Dental Injury Coverage	100%
<u>Plan Maximums</u>	
Basic Treatment	\$1,000 each calendar year
Accidental Dental Injury Treatment	Unlimited

The benefit plan will be cost shared on a 50/50 percent basis between the Employer and Employees covered. Coverage under this plan will be as described in the plan document as amended from time to time.

Health Care Spending Account

The Employer will provide a Health Spending Account of three hundred dollars (\$300.00) per year to all Regular Full Time Employees. Regular Part-Time Employees that are in a benefit eligible position shall be entitled to Health Care Spending account on a pro-rated basis based on hours worked.

Commencement and Termination of Coverage

You are eligible to participate in the plan after 3 months of continuous employment. You are considered continuously employed only if you satisfy the actively at work requirement throughout the eligibility waiting period.

- You and your dependents will be covered as soon as you become eligible. You may waive health and/or dental coverage if you are already covered for these benefits under your spouse's plan. If you lose spousal coverage you must apply for coverage under this plan. If you do not apply within 31 days of loss of such coverage, or you were previously declined for coverage by Great-West Life, you and your dependents may be

required to provide evidence of good health acceptable to Great-West Life to be covered for health benefits, and may be declined for or offered limited dental benefits.

- You must be actively at work when coverage takes effect, otherwise the coverage will not be effective until you return to work. Increase in your benefits while you are covered by this plan will not become effective unless you are actively at work.
- Temporary and seasonal employees, and part-time employees who work less than 24 hours per week may not join the plan.

Your coverage terminates when your employment ends, you are no longer eligible, or the plan terminates, whichever is earliest.

- Your dependents coverage terminates when your coverage terminates or your dependent no longer qualifies, whichever is earlier.
- When your coverage terminates, you may be entitled to an extension of benefits under the plan. Your employer will provide you with details.

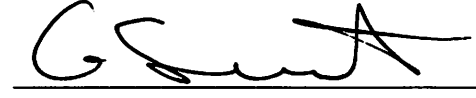
IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT
BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT
BEHALF.

ON BEHALF OF POINTS WEST LIVING
COLD LAKE INC.


VICE-PRESIDENT

Oct 30, 2017
DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES

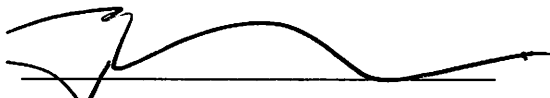

PRESIDENT

Sept 11th, 2017
DATE

LETTER OF UNDERSTANDING # 1
BETWEEN
POINTS WEST LIVING – COLD LAKE INC.
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 010
(hereinafter referred to as the "Union")
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 patient, 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.

ON BEHALF OF POINTS WEST LIVING
COLD LAKE INC.


VICE-PRESIDENT

Oct 30, 2017
DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES


PRESIDENT

Sept 11th, 2017
DATE

LETTER OF UNDERSTANDING #2

BETWEEN

POINTS WEST LIVING – COLD LAKE INC.

(hereinafter referred to as the "Employer")

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

On behalf of Local 047 Chapter 010

(hereinafter referred to as the "Union")

RE: Hours Of Work - Kitchen And Dining Room Staff

The Employer and the Union hereby agree that, notwithstanding the provisions of Article 9 - Hours of Work and Work Schedules, Cooks shall work shifts of eight (8) hours per day, exclusive of meal breaks and overtime, amounting to forty (40) hours per week averaged over one complete cycle of the shift schedule. The bi-weekly work period shall consist of eighty (80) hours. All hours worked in excess of eight (8) hours per day or eighty (80) hours per bi-weekly rotation shall be paid as overtime.

The Employer and the Union hereby agree, that notwithstanding the provisions of Article 9 - Hours of Work and Work Schedules, Cooks working the evening shift may be scheduled for the following morning shift which is less than the fourteen (14) hours off between shifts and not be entitled to overtime rates of pay.

This Letter of Understanding shall expire on December 31, 2019.

ON BEHALF OF POINTS WEST LIVING
COLD LAKE INC.

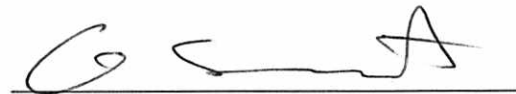


VICE-PRESIDENT

Oct 30, 2017

DATE

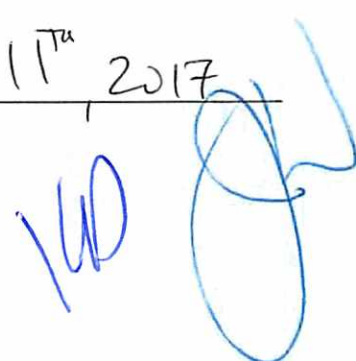
ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT

Sept 11th, 2017

DATE



LETTER OF UNDERSTANDING #3
BETWEEN
POINTS WEST LIVING – COLD LAKE INC.
(hereinafter referred to as the "Employer")

and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 010
(hereinafter referred to as the "Union")

Re: Overtime for Modified Hours of Work Notwithstanding Article 10

Overtime – A Full-Time Employee working a modified work schedule shall be paid overtime as per Article 10 for all hours worked over her regularly scheduled hours or for hours worked on her days of rest.

ON BEHALF OF POINTS WEST LIVING
COLD LAKE INC.



VICE-PRESIDENT

OCT 30, 2017
DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT

Sept 11th, 2017
DATE

LETTER OF UNDERSTANDING #4
BETWEEN
POINTS WEST LIVING – COLD LAKE INC.
(hereinafter referred to as the "Employer")

and
ALBERTA UNION OF PROVINCIAL EMPLOYEES

On behalf of Local 047 Chapter 010
(hereinafter referred to as the "Union")

RE: New Classifications

The Parties agree the following new classifications shall be included in the bargaining unit and covered by the collective agreement:

1) Hospitality Aide

Effective date of ratification the range of wage rates for the classification shall be:

Step 1	Step 2	Step 3
\$15.00	\$15.45	\$15.92

The above wage rates for Hospitality Aide shall only apply to newly hired employees hired after the date of ratification.

2) Maintenance Assistant

Effective date of ratification the range of wage rates for the classification shall be:

Step 1	Step 2	Step 3
\$19.29	\$19.87	\$20.46

The above wage rates for Maintenance Assistant shall only apply to newly hired employees hired after the date of ratification.

The Parties further agree the following current employees occupying the Hospitality Worker/ Food Server or Maintenance Worker classification shall continue to be paid 2015 wage rates contained in Schedule A. The following employees shall be 'green-circled' and continue to receive all wage increases and other compensation without any loss during the term of the collective agreement:

Hospitality Worker/ Food Server

1) Elsa Esteban	Effective January 1, 2017	\$17.50/hour
	Effective January 1, 2018	\$17.67/ hour
	Effective July 1, 2018	\$17.85/ hour
	Effective January 1, 2019	\$18.03/ hour
	Effective July 1, 2019	\$18.21/ hour

2)	John Gordon	Effective January 1, 2017	\$16.23/hour
		Effective January 1, 2018	\$16.39/ hour
		Effective July 1, 2018	\$16.56/ hour
		Effective January 1, 2019	\$16.72/ hour
		Effective July 1, 2019	\$16.89/ hour

Maintenance Worker

1)	Roger Beauchamp	Effective January 1, 2017	\$20.60/hour
		Effective January 1, 2018	\$20.80/ hour
		Effective July 1, 2018	\$21.01/ hour
		Effective January 1, 2019	\$21.22/ hour
		Effective July 1, 2019	\$21.44/ hour


ON BEHALF OF POINTS WEST LIVING
COLD LAKE INC.



VICE-PRESIDENT

Oct 30, 2017
DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT

Sept 11th, 2017
DATE



LETTER OF UNDERSTANDING #5
BETWEEN
POINTS WEST LIVING – COLD LAKE INC.
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 010
(hereinafter referred to as the "Union")
Re: Analysis of Underpayments of Wages or Entitlements

1. Within 3 months of this Collective Agreement coming into effect, the Employer shall conduct an analysis of the number of payroll errors resulting in the underpayment of wages or entitlements. The Employer shall provide this information to AUPE.
2. The Employer shall establish an action plan to avoid underpayments and provide this information to AUPE who shall be permitted to provide input on the proposal solutions.
3. This Letter of Understanding expires December 31, 2019.

ON BEHALF OF POINTS WEST LIVING
COLD LAKE INC.


VICE-PRESIDENT

OCT 30, 2017
DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES

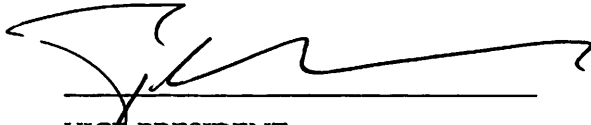

PRESIDENT

Sept 11th, 2017
DATE

LETTER OF UNDERSTANDING #6
BETWEEN
POINTS WEST LIVING COLD LAKE INC.
(hereinafter referred to as the "Employer")
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047 Chapter 010
(hereinafter referred to as the "Union")
Re: Working Short Staffed

1. Within one month of this Collective Agreement coming into effect the Employer shall conduct a statistical analysis of the number of occasions in the previous 12 months when shifts operated with less than the usual staffing for that shift.
2. A committee entitled the "Committee on Working Short-Staffed" shall be formed within two months of this Collective Agreement coming into effect.
3. AUPE shall appoint two employees to the committee and the Employer shall appoint two members.
4. The employees on the committee may have the assistance of a Union representative if so desired to work with them on the committee.
5. The Employer shall provide a copy of the statistical analysis to the committee.
6. The committee shall consider the statistical analysis, assess the causes of the problem of working short-staffed, and endeavour to make recommendations jointly to the Employer and AUPE on how best to address the issue.
7. The recommendations of the Committee shall be made no later than 6 months after this Collective Agreement comes into effect.
8. Upon delivering its recommendations this Committee may be disbanded.
9. This Letter of Understanding shall expire three (3) months following the date the Committee makes its recommendations as contemplated in (7) above.


ON BEHALF OF POINTS WEST LIVING
COLD LAKE INC.



VICE-PRESIDENT

OCT 30, 2017
DATE

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES



PRESIDENT

Sept 11th, 2017
DATE