



**COLLECTIVE AGREEMENT**

**BETWEEN**

**WELL BEING SERVICES (MONTEREY) LTD.**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 048 CHAPTER 006**

**EXPIRES MARCH 31<sup>ST</sup>, 2022**

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## Article 1

### PURPOSE AND PREAMBLE

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

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

## Article 2

### TERM

- 2.01 This agreement, including appendices hereto unless altered by mutual consent of both Parties, shall be in force and effect for five (5) years from April 5, 2017 until March 31<sup>st</sup>, 2022 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 2.02 If, pursuant to such negotiations, an Agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until conclusion of the new Agreement or completion of the proceedings prescribed under the Alberta Labour Relations Code.
- 2.03 The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.
- 2.04 Any notice required hereunder to be given, shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:
  - (a) In the case of the Employer, to:  
Director, Human Resources  
Well Being Services (Monterey) Ltd.  
1818 – 701 W Georgia Street  
Vancouver, BC V7Y 1C6
  - (b) In the case of the Union to:  
The President  
Alberta Union of Provincial Employees  
10451 – 170<sup>th</sup> Street,  
Edmonton, AB T5P 4S7

### Article 3

#### MANAGEMENT RIGHTS

- 3.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the working force, including but not limited to the following:
- (a) The right to maintain order, discipline and efficiency, to formulate and enforce rules and regulations, policies and practices to be observed by Employees; to change and abolish rules and practices as the Employer sees fit; and to investigate, discipline, suspend and discharge Employees for just cause.
  - (b) The right to direct, select, hire, transfer, assign to jobs and shifts, promote, demote, classify, lay off and recall Employees subject to the provisions in this Agreement.
  - (c) The sole and exclusive right and jurisdiction over all operations shall be vested in the Employer, including the rights to schedule operations and number of shifts; to determine, evaluate, and implement processes and methods of service delivery, job content and standards including improvements as necessary, to determine the number of Employees needed, the number of hours and days to be worked as well as the starting and quitting time.
- 3.02 Notwithstanding the foregoing, the Employer retains all rights not expressly limited by the terms of this Agreement.

### Article 4

#### RECOGNITION OF THE UNION AND APPLICATION

- 4.01
- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent as described in the certificate issued pursuant to the Code.
  - (b) The Employer acknowledges that the Union has exclusive authority to bargain collectively on behalf of the Employees in the bargaining unit for which it is certified and to bind them by a Collective Agreement.
- 4.02 This agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations board to be excluded under the provisions of the Labour Relations Code [LRC].
- The bargaining unit shall be comprised of all Employees included in the bargaining unit as described in the certification, but shall not include the General Manager or any other position listed in Letter of Understanding #1 - Bargaining Unit Exclusions.

- 4.03 Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work, except for purposes of instruction, in an emergency, or due to unforeseen short term circumstances, and provided that the act of performing the aforementioned work does not displace or reduce the hours of work or pay of any Employee.
- 4.04 **CONTRACTING, SUB-CONTRACTING OR OUTSOURCING NOTICE**  
Where the Employer finds it necessary to transfer, assign, sub-contract or outsource any work or functions performed by Employees covered by this Agreement, the Employer shall notify the Union with as much notice as possible but in any event, not less than sixty (60) days in advance of such change and shall meet, discuss and consult with the Union about reasonable measures regarding the interests of affected Employees. This Article does not apply to occasional use of staffing agencies to supplement staff if call in procedures, as per Article 13 – Hours of Work, have failed to result in sufficient staffing levels being present.
- 4.05 **EMPLOYMENT OF STUDENTS**  
Any student employed under this collective agreement or any other provision like work practicum, work placement, cooperative experience program or special federal or provincial funded programs shall not displace Regular, Temporary or Casual Employees and the employment of students shall not result in the position abolishment or layoff of any Employee.
- 4.06 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Agreement.
- 4.07 (a) For the purposes of this Collective Agreement, the Union shall be represented by its properly appointed officers. The Union will keep the Employer informed, in writing, of the names of officers as appointed.  
(b) The Employer may grant Union Representatives access to its premises for Union business subject to prior permission of the Director of Care.  
(c) Union membership meetings may be held on Employer premises subject to the prior approval of the Director of Care.
- 4.08 **BULLETIN BOARDS**  
The Employer agrees to supply and make available to the Union, for the posting of seniority lists and Union notices, one (1) bulletin board in such a place so as to inform all Employees in the bargaining unit of the activities of the Union. The Employer reserves the right to remove items it finds objectionable and return them to the Chairperson of the Chapter. It is the responsibility of the Union to ensure the bulletin board is maintained in an orderly state.
- 4.09 An Employee shall have the right to wear the Union apparel/lapel pin/button during working hours subject to Well Being Services (Monterey) Ltd. – Monterey Seniors Village dress and safety code.



4.10 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement will be provided to each Employee on commencement of employment by the Employer or at the Union orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.

4.11 APPLICATION OF THE COLLECTIVE AGREEMENT

- (a) In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- (b) In the event any law passed by the Government of Alberta or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- (c) Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.

4.12 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply subject to the legislated and regulatory mandate governing the Employer.

4.13 Throughout this Collective Agreement, the masculine, the feminine or both shall mean and include all gender, gender identity and gender expression and similarly, the singular shall include the plural and vice-versa, as applicable.

4.14 The parties agree that portions of the collective agreement interchanged from days to hours for the purpose of administrative ease. As a general principle, any such changes do not alter the intent or meaning of the agreement and the parties agree that neither party will either gain or lose any benefit contained in the agreement as a result of this change.

Article 5

UNION MEMBERSHIP AND DUES DEDUCTION

5.01 All Employees have the right:

- (a) to be members of the Union and to participate in its lawful activities;
- (b) to bargain collectively with the Employer through the Union; and
- (c) to voluntary membership in the Union.

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

#### Article 6

#### UNION REPRESENTATION

- 6.01 (a) The Employer agrees to recognize the Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees.
- (b) A Union Steward may, at the request of an Employee, accompany or represent her in the processing of a grievance with the Employer.

- (c) When it becomes necessary for a Union Steward to leave her job for this purpose, she will request time off from her immediate supervisor (or authorized designate not within scope of the collective agreement) and provide her with as much advance notice as possible. Arrangements will be made by the supervisor to permit the Union Steward to leave her job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the supervisor or authorized alternate, which approval shall not be unreasonably withheld.

6.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.

6.03 A list of Union Stewards shall be supplied to the General Manager or site designate. The General Manager shall be advised of any change to the list. The list shall be updated by the Union annually.

6.04 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer on matters arising out of the collective agreement or when processing a grievance.

6.05 UNION REPRESENTATIVES LEAVE

- (a) (i) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the General Manager or designate for approval. The application for leave will be made in writing with as much advance notice as possible, but not less than four (4) weeks, or such shorter time period as required which will not be denied unreasonably and except in extenuating circumstances the time factor may be waived or reduced.
- (ii) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.  
  
The application for leave will be made in writing with as much advance notice as possible, but not less than four (4) weeks, or such shorter time period as required which will not be denied unreasonably and except in extenuating circumstances the time factor may be waived or reduced.
- (iii) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary (including differentials and premiums where applicable) paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits plus a reasonable administrative fee.

- (b) One (1) Employee who is elected for a Full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. The application for leave will be made in writing with as much advance notice as possible, but not less than four (4) weeks, or such shorter time period as required which will not be denied unreasonably. If it is permissible under the group health and life plans and any other plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (c) Employees who are selected for any staff position with the Union shall be granted a leave of absence without pay for a period of up to two (2) years. The application for leave will be made in writing with as much advance notice as possible, but not less than four (4) weeks, or such shorter time period as required which will not be denied unreasonably.

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

6.06

#### NEGOTIATIONS

- (a) An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay (actual salary paid including differentials and premiums where applicable) and without loss of seniority and position in order to prepare for and participate in negotiations with the Employer.
- (b) No more than three (3) Employees may be absent for the purpose of preparing for collective bargaining or attending negotiations meetings.
- (c) When requesting such leave, the Employee shall endeavor to provide as much advance notice as possible to the Employer.
- (d) The Union agrees to reimburse the Employer for actual salary (including differentials and premiums where applicable) to the Employee while on bargaining committee leave plus an amount determined by the Employer to cover the cost of benefits plus a reasonable administrative fee.

#### Article 7

#### DEFINITIONS

- 7.01 "Code" means Labour Relations Code as amended from time to time.
- 7.02 "Union" shall mean the Alberta union of Provincial Employees (AUPE). In the event this name is changed, the subsequent name shall be recognized.
- 7.03 "Basic Rate of Pay" shall mean the incremental Step in the Wage Schedule that applies to the Employee, exclusive of premiums.

- 7.04 "Employee" means a person covered by this Agreement and employed by the Employer, including the following:
- Regular Full-time Employees
- (a) A Regular Full-time Employee is one who regularly works Full-time hours as defined in Article 13 - Hours of Work.
  - (b) A Regular Part-time Employee is one who is regularly scheduled to work less than Full-time hours.
    - (i) Regular Part-time Employees shall have first preference for the available work. Regular Part-time Employees working extra hours under this arrangement will not be entitled to overtime on these hours unless they qualify under the Overtime provisions in Article 15 - Overtime. In no case will the Employer be obliged to use a Regular Part-time Employee such that doing so would create an overtime situation.
  - (c) A Casual Employee is one who is called in to work occasionally,
    - (i) usually on a call basis for relief purposes of three (3) months or less;
    - (ii) but who does not work a regular schedule or does so only for a specified time.
    - (iii) Casual Employees have the right of refusal.
  - (d) "Temporary Employee" is one who is hired on a temporary basis for a fulltime or part-time position:
    - (i) for a specific job of more than three (3) months but less than twenty-four (24) months; or
    - (ii) to replace a full-time or part-time Employee who is on an approved leave of absence; or
    - (iii) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
  - (e) Alteration of employment status thereafter will be regulated by the terms of this agreement.
- 7.05 Gender, gender identity and gender expression shall mean and include the masculine, the feminine or both and similarly, the singular shall include the plural and vice-versa, as applicable.
- 7.06 "Facility" means Monterey Place Seniors Village.
- 7.07 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of the Employee.
- 7.08 "Local" means the Local of AUPE

- 7.09 "Bargaining Unit" means the unit of Employees as described on the Labour Relations Board Certificate.
- 7.10 "Status" means Full-time regular, Part-time regular, Temporary or Casual as defined above.
- 7.11 "Classification" means the category of job as listed in the Wage Schedule and the pay scale established for it.
- 7.12 "FTE" means Full-time Equivalent and is the ratio of the scheduled hours of work to Full-time hours of work.
- 7.13 "Parties" mean the Union and the Employer.
- 7.14 "Position" means:
- (a) the Employee Status;
  - (b) the Classification; and
  - (c) Full-time equivalency (FTE).
- 7.15 "Practice Permits/Registration" shall take meaning from the *Health Professions Act R.S.A. 200, c.H-7* as amended. Registration is not membership in the Union.
- 7.16 "Licensed Practical Nurse" (LPN) means a person who is registered as a licensed nurse and who holds a current practice permit pursuant to the *Health Professions Act and Regulations*.
- 7.17 "Health Care Aide" (HCA) is an Employee who has successfully completed and holds a recognized certificate as a Health Care Aide or equivalent. Only Employees holding a recognized certification or deemed competent as a Health Care Aide shall be employed as a Health Care Aide.
- 7.18 "Regularly Schedule Hours" means the hours set out in a Shift Pattern in fulfillment of the hours of work for the Position as set out in the applicable job posting.
- 7.19 "Shift" means a daily scheduled hours of work, exclusive of overtime hours.
- 7.20 "Shift Pattern" means a specific combination of days or evenings or night shifts and the period of time over which a Full-time or Part-time Employee's Regularly Schedule Hours repeats itself.
- 7.21 "Week" means a period of seven (7) consecutive days
- 7.22 Employer means Well Being Services (Monterey) Ltd. acting through its management personnel to carry out administrative duties in respect of the operation and management of the facility.
- 7.23 Master rotation is the master work schedule of off-duty and on-duty shifts which rotates a consistent pattern of shifts that repeats itself during a two (2) week period.

## Article 8

### GRIEVANCE PROCEDURE

#### 8.01 COMMUNICATION

- (a) Any notice or advice which the Employer is required to give to the Union in regard to any matter referred to in this Article shall be sufficient if delivered to the President of AUPE and copied to the Chapter Chair.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the General Manager or designate.
- (c) The hearing of grievances at any stage of the Grievance Procedure will be held during the normal work hours with no loss of basic pay for participating Employee(s).

#### 8.02 TIME PERIODS

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

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

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

A grievance shall be categorized as follows:

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure except in cases of suspension or dismissal which will commence at Step 2, or;
- (b) A group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 by the Union within ten (10) days of the date any of the Employees first became aware of, or reasonably should have become aware of, the occurrence of the act causing the grievance and processed from there in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately, if applicable, to all Employees listed on the original grievance, or;

- (c) A Policy grievance is a dispute between the Parties, which, due to its nature is not properly subject of an individual or group grievance. Such grievance shall be initiated, in writing, within ten (10) days of the date the aggrieved Party first became aware, or reasonably should have become aware of the event leading to the grievance. If the Policy grievance is a Union grievance it shall commence at Step 2. If the Policy grievance is an Employer grievance, it shall be directed to the President of the Union (and copied to the Chapter Chairperson) and the President shall render a written reply within five (5) days of receipt. Upon receipt of response, or failure to reply, the Employer may advance the Grievance to Arbitration.

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

Step 1

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

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

Step 2

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

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

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



### Voluntary Non-Binding Mediation

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

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

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

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

### Step 3 Arbitration

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

- 8.06 At any stage of the Arbitration, the parties may have the assistance of the Employee or the Employees concerned as witnesses. All reasonable arrangements will be made to permit conferring parties and the Arbitrator or the arbitration board members to have access to any part of Monterey Place Residence to view any working conditions, which may be relevant to the settlement of the grievance.
- 8.07 (a) Should the Employee at Step 1 or the Union at each subsequent step of the grievance procedure, fail to comply with the time limits, the grievance will be considered to be conceded.
- (b) Should the Employer fail to comply with the time limits, the Grievance will proceed to the next Step in the Grievance procedure.

#### Article 9

#### APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

- 9.01 When a new position is created or when a vacancy occurs in any classification covered by this Collective Agreement, the Employer shall post notices of all vacancies not less than five (5) working days in advance of filling the vacancy.
- (a) The posting shall contain the following information:
- (i) qualifications and/or competencies as required;
  - (ii) employment status (Regular, Temporary, Casual);
  - (iii) classification and Full-time equivalency (FTE);
  - (iv) range of rate of pay;
  - (v) if temporary, the anticipated duration of such position;
  - (vi) shift schedule – number of hours per shift, shift pattern and the shift cycle; and
  - (vii) department.
- (b) All applications for job postings shall be made in writing to the contact person designated on the posting.
- 9.02 A copy of all job postings shall be forwarded to the Chapter Chairperson.
- 9.03 At time of hire or transfer, or change of hours or master work rotations or change of status or FTE, the Employee shall receive a letter, confirming the appointment or change.
- These shall not be altered except by the operation of the provisions of this Collective Agreement.
- 9.04 (a) When filling vacancies, the determining factors shall be job related skills, training, knowledge, ability and experience, and where those factors are considered by the Employer to be equal, seniority shall be the deciding factor.

- (b) For vacancies within the bargaining unit the Employer shall give first preference for selection to applicants who are members of the bargaining unit over applicants from outside the bargaining unit.
- 9.05 When the posting process is completed and the position is awarded, notice of the award will be posted for five (5) working days.
- 9.06
  - (a) When an Employee is the successful applicant for a different job classification with a higher rate of pay, the Employee will be paid the next higher rate of pay for the new job classification.
  - (b) Employees temporarily required to work in a different job classification, shall receive their current rate of pay or the next higher rate of pay for the different job classification, whichever is greater, for all hours worked in the different job classification.
  - (c) When an employee is the successful applicant for a different classification with a lower rate of pay, her salary shall be adjusted immediately to the basic rate of pay that is next closest but not higher than her current rate of pay.
- 9.07 The Employer may temporarily fill a vacancy during the posting period. The vacancy will be temporarily filled by qualified candidates only (or with appropriate training).
- 9.08 If no applications are received by completion of the posting period, the Employer will fill the vacancy at its discretion. The vacancy will be filled by a qualified candidate only (or with appropriate training).
- 9.09 TEMPORARY POSTINGS
  - (a) 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 the successful applicant for a temporary position shall receive all entitlements and benefits applicable to a temporary employee.
  - (b) At the completion of the temporary position, the regular employee shall return to her former position. At the completion of her temporary position, the casual employee shall resume the terms and conditions of employment applicable for a casual employee.
  - (c) A regular employee or a casual employee awarded a temporary posting as the successful applicant in a temporary position shall be eligible and enrolled in the health benefits and insurance plans immediately upon awarded the temporary position.
- 9.10 Employees may apply for any temporary position in any classification at any time.

9.11 TRIAL PERIOD

- (a) Where an Employee is transferred through competition, reclassified, or promoted, the Employer may require that she serve a full trial period of four (4) weeks in the new position.
- (b) The trial period may be extended by the number of hours absent due to leave.
- (c) The Employee may revert back to their former position without any loss during the trial period.
- (d) Or the Employer may transfer the Employee back to their former position if deemed unsuitable, without any loss during the trial period.

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

Article 10

PROBATIONARY EMPLOYEES AND ORIENTATION

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

Article 11

SENIORITY

- 11.01      (a)      Seniority is defined as the date of hire including all periods of employment prior to certification.
- (b)      The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced in the bargaining unit (including all service prior to certification) including all periods of service as a Casual, Temporary or Regular Employee contiguous to current regular employment.
- (c)      Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 11.01(a).

Employees will continue to accrue seniority during:

- (i)      Sick leave
- (ii)     Parental and maternity leave
- (iii)    Leaves of absence with pay
- (iv)    Bereavement Leave
- (v)     Court appearance
- (vi)    Paid vacations
- (vii)   Union business leaves
- (viii)  Workers Compensation leave

11.02      Seniority shall be a consideration for the following:

- (a)      Preference of vacation time in accordance with Article 22 - Annual Vacation;
- (b)      Layoffs and recalls in accordance with Article 25 - Layoff and Recall;
- (c)      Promotions, transfers, and in filling all vacancies within the bargaining unit in accordance with Article 9 - Appointments, Promotions, Transfers and Vacancies;
- (d)      Scheduling of additional shifts in accordance with Article 13 - Hours of Work;
- (e)      The selection of available rotations by Employees on a unit affected by a new master rotation that does not change or does change an Employee's Full Time Equivalency (FTE).

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

- (a)      when the employment relationship is terminated by either the Employer or the Employee;

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

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

11.05 Within forty-five (45) calendar days of the signing date of this collective agreement, the Employer shall provide to the Union, a seniority list. The Union shall within an additional forty-five (45) calendar days identify concerns with the accuracy of the seniority list. Should there be a difference between the Employer and an Employee regarding the Employee's seniority, the Employer will provide the Employee with the relevant information.

## Article 12

### JOB CLASSIFICATION

12.01 Current job descriptions shall be available to all Employees

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

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

- (a) Should the parties fail to agree on a rate of pay, the Union shall have fourteen (14) calendar days to refer, in writing, the matter of the basic rate of pay for the new classification to the grievance procedure at Step 2.
- (b) Failing resolution as per (a) above, the difference shall be referred to the next round of collective bargaining.

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

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

### Article 13

#### HOURS OF WORK

13.01

- (a) Health Care Aides  
Receptionist  
Housekeepers  
Cooks  
Servers

Regular hours of work for the above referenced classifications, inclusive of paid rest breaks shall be:

- (i) Seven point five (7.5) consecutive hours per day;
- (ii) Seventy-five (75) hours per two (2) week period;
- (iii) The Employer shall provide two (2) fifteen (15) minute paid breaks or one (1) thirty (30) minute paid break per full shift of seven point five (7.5) hours. These options are by mutual agreement and subject to the operational requirements of the Employer;
- (iv) Shift rotations (including fixed shifts i.e. only nights or only days or only evenings) assigned in accordance with Article 9 - Appointments, Promotions, Transfers and Vacancies and shall not be changed or revised without the mutual agreement of the Employer, Union and the Employee.

- (b) Licensed Practical Nurses

Regular hours of work for licensed Practical Nurses, inclusive of paid rest breaks shall be:

- (i) Seven point seven-five (7.75) consecutive hours per day;
- (ii) Seventy-seven point five (77.5) per two (2) week period;
- (iii) The Employer shall provide two (2) fifteen (15) minute paid breaks or one (1) thirty (30) minute paid break per full shift of seven point seven-five (7.75) hours. These options are by mutual agreement and subject to the operational requirements of the Employer;
- (iv) Shift rotations (including fixed shifts i.e. only nights or only days or only evenings) assigned in accordance with Article 9 - Appointments, Promotions, Transfers and Vacancies and shall not be changed or revised without the mutual agreement of the Employer, Union and the Employee.

- (c) All Other Classifications:  
Maintenance Assistant  
Recreation Aide – Certified  
Recreation Aide - Uncertified

Regular hours of work for the above referenced classifications, inclusive of paid rest breaks shall be:

- (i) Eight (8) consecutive hours per day;
- (ii) Eighty (80) hours per two (2) week period;
- (iii) The Employer shall provide two (2) fifteen (15) minute paid breaks or one (1) thirty (30) minute paid break per full shift of eight (8) hours. These options are by mutual agreement and subject to the operational requirements of the Employer;
- (iv) Shift rotations (including fixed shifts i.e. only nights or only days or only evenings) assigned in accordance with Article 9 - Appointments, Promotions, Transfers and Vacancies and shall not be changed or revised without the mutual agreement of the Employer, Union and Employee.

13.02 Regular hours of work shall be deemed to include:

- (a) The Employer shall provide one (1) paid break of fifteen (15) minutes during each shift of not less than three point seven five (3.75) hours or;
- (b) If an Employee is required to work or recalled to duty during her paid break, she shall be given a full paid break later in her shift, or, where that is not possible, shall be paid for the break at one and one half times (1 1/2x) her basic rate of pay.

- 13.03
- (a) An unpaid meal break of not less than one half (1/2) hour shall be granted to all Employees wherever possible at approximately the midpoint of each seven point five (7.5) or seven point seven five (7.75) or eight (8) hour shift.
  - (b) If an Employee is required to work or is recalled to duty during her meal break, compensating time off for the full meal break shall be provided later in the shift or she shall be paid at one and one half times (1 1/2x) the basic rate of pay for the full meal break.
  - (c) If the Employer requires an Employee to be readily available for duty during her meal break, she shall be so designated in advance and be paid for that meal break at one and one half times (1 1/2x) her basic rate of pay for the full meal break.

13.04 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and seven (7) days of the week. The first shift of the working day shall fall between 2300 and 0715 hours.



- 13.05 (a) The Employer's operations are continuous twenty-four (24) hours per day seven (7) days per week and the Union recognizes that the Employer requires shifts of days, evenings and nights.
- (b) The Employer shall consider when scheduling shifts, an Employee's request for certain shift schedules. A request by an Employee to work permanent days, evenings, or nights shall not be unreasonably withheld by the Employer.

13.06 Shifts schedules for Full-time and Part-time Employees will be posted not less than twelve (12) weeks in advance. An Employee's shift schedule may be changed after it is posted provided that the Employer gives the Employee fourteen (14) calendar day's notice of such change and the change is confirmed in writing with the Employee and written on the shift schedule. If the fourteen (14) calendar days notice is not given, the Employee is entitled to one and one half times (1 1/2x) her basic rate of pay for all regular hour scheduled and worked on the first shift of the revised schedule. In the event of an act of God or emergency such as fire, flood or other circumstances beyond the control of the Employer, the fourteen (14) day notice period will not apply.

13.07 ADDITIONAL HOURS OF WORK

- (a) A Regular Part-time Employee may submit in writing her willingness to pick up additional shifts. The Employer may schedule Part-time Employees, who have given their request in writing, for additional shifts with the consent of the Part-time Employee. Where there are available additional shifts the Employer shall distribute the additional shifts to Regular Employees first equitably and consistent with the principles of seniority.
- (b) (i) Opportunity to work additional hours of work shall be made available to Part-time Employees who are senior, available and have requested additional hours of work and
- (ii) then to Casual Employees on a fair rotational basis.
- (c) At the request of the Union or the Employer, the parties agree to meet to discuss the distribution of additional hours of work.
- (d) If an Employee requests a schedule change agreeable to the Employer, this Clause does not apply.

13.08 The shift schedules for Employees shall provide for:

- (a) At least fifteen and one-half (15 1/2) hours off-duty between shifts;
- (b) Not more than six (6) consecutive scheduled days of work;
- (c) Not more than two (2) different shift starting times between scheduled days off;
- (d) No split shifts with the exception of modified work shifts prescribed by a physician to accommodate an Employee disability;
- (e) No shift shall be less than four (4) hours;

- (f) at least one (1) other day of rest during the week; and
  - (g)
    - (i) Every second (2nd) weekend scheduled off. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum period of sixty (60) hours off duty; and
    - (ii) The Employer may offer a 'weekend only' shift schedule / rotation by utilizing the posting provisions of Article 9 – Appointments, Promotions, Transfers and Vacancies. A weekend only schedule / rotation shall mean a Saturday and the following Sunday. All provisions of the collective agreement shall apply except for Article 13.08(g)(i).
- 13.09 An Employee shall not be scheduled to work more than six (6) consecutive days except as may be mutually agreed between the Employee and the Employer or in cases of emergency.
- 13.10 Shift schedules shall provide for at least fifteen and one-half (15 ½) hours off duty between shifts. If the Employee is required by the Employer to change shifts without receiving fifteen and one-half (15 ½) hours off duty, she shall be paid premium pay at one and one half (1 1/2x) their basic rate of pay for that shift. If the Employee requests a schedule change agreeable to the Employer, this section shall not apply. This section shall not apply in cases when Clause 13.11 below has been applied in altering a shift schedule.
- 13.11
  - (a) Employees may exchange shifts among themselves with at least twenty-four (24) hours notice, provided that:
    - (i) The exchange is agreed to, in writing, between the affected Employees; and
    - (ii) Prior approval of such exchange has been given by the Employee's immediate supervisor.
  - (b) The request shall be in writing, the Employer shall initial such request and provide a copy to the Employee.
  - (c) Such exchanges shall be recorded on the shift schedule.
  - (d) Such exchange shall not be deemed a violation of provisions of this Collective Agreement.
  - (e) No exchanged shift shall be unreasonably denied.
- 13.12 Any Employee who reports for work, as requested, or scheduled, shall be paid the minimum for four (4) hours at the Employee's regular rate of pay or for the full shift if agreed to additional shift with less than one (1) hours notice of the request and acceptance including travel time.

- 13.13 On the day fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 13.14 Flexible, compressed or extended hours of work may be implemented only upon mutual written agreement of the parties – Union, Employee and Employer.

#### Article 14

#### WAGES

- 14.01 Wages shall be paid in accordance with Appendix "A", attached to and made part of this Agreement.
- 14.02 Wages rates are effective on the dates specified in Appendix "A."
- 14.03 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 Full-time Employee, one year of service; or
  - (b) in the case of a Part-time and Casual Employee, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following the completion of one thousand eight hundred (1,800) regular hours of work and thereafter a further increment upon the completion of each period of one thousand five hundred (1,500) regular hours actually worked to the maximum increment granted for Full-time and Part-time Employees.
- A new Employee's basic rate of pay will be advanced to the next higher step based on the attainment of the hours as specified for their classification in Appendix A.
- (c) For clarity, actual hours worked counted towards an Employee's next increment include hours worked as follows:
    - (i) regular shifts;
    - (ii) relief or extra shifts;
    - (iii) paid education shifts;
    - (iv) hours worked as overtime shifts (excluding any premium calculations);
    - (v) paid Named Holidays and worked Named Holidays;
    - (vi) paid Vacation days; and
    - (vii) all paid absences.
- 14.04 Advancement on the pay grid is based on the attainment of the actual hours worked in the respective classification.

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

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

14.06 RECOGNITION OF PREVIOUS EXPERIENCE

- (a) For the purpose of establishing the Base Rate of Pay on hire, the Employer may recognize up to ten (10) years of previous experience provided it is satisfactory to the Employer and not more than three (3) years have lapsed since such experience was obtained.
- (b) Previous experience will be recognized in complete yearly units of one thousand eight hundred (1,800) hours.

14.07 REEMPLOYMENT

Employees who terminated employment from the Employer and then are reemployed may be placed at the same increment on the salary scale upon reemployment provided that:

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

14.08 (a) The Employer shall, on every payday, provide to each employee a statement of wages of her pay period stating:

- (i) the hours worked;
- (ii) the Employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;
- (iii) the hours worked by the Employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- (iv) any qualification differential, premium, allowance or other payment to which the Employee is entitled;
- (v) the amount of each deduction from the earnings of the Employee and the purpose of each deduction;
- (vi) where an Employee is paid by the hour, how the wages were calculated for the work for which payment is made;
- (vii) the amount being received by the Employee
- (viii) vacation hours taken within the pay period and accumulated balance

- (b) The statement shall be written except where an Employer opts to provide the statement of wages to Employees through electronic means rather than through a paper copy. This information is subject to privacy legislation.

There the Employer provides such statements electronically, they will provide information to Employees on how to access their information.

14.09

#### 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.

14.10

#### 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 following pay period and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an underpayment has been made and discuss payment options with interest.

### Article 15

#### OVERTIME

15.01

The Employer shall pay overtime for all hours worked in excess of the daily and bi-weekly hours of worked outlined in Article 13 – Hours of Work. The overtime rate of one and one half (1.5X) times the applicable Basic Rate of Pay shall be paid for the first four (4) hours of overtime worked. Any hours in excess of four (4) hours overtime worked shall be paid at double (2X) time.

Overtime shall be paid at the rate of one and one half (1.5X) times the applicable basic rate of pay for the first four (4) hours of a shift contiguous with her regular, fulltime shift. Any hours in excess of four (4) will be paid at double (2X) time.

15.02

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

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

- (b) The Employer will not unreasonably deny overtime after the fact where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization after the fact.

- 15.03 (a) All overtime worked in one pay period will be paid out in the following pay period.
- (b) However, Employees may be given time off in lieu of overtime worked, up to a maximum of thirty-eight and three quarters (38.75) hours to be taken in conjunction with his/her annual vacation by mutual agreement or such other period as agreed to between the Employer and Employee.
- (c) Time off in lieu of overtime shall be equivalent of the actual time worked adjusted by the applicable overtime rate.

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

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

#### Article 16

#### SHIFT AND WEEKEND DIFFERENTIALS

##### 16.01 EVENING SHIFT

Effective April 1, 2020

A Shift Differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Health Care Aides, Licensed Practical Nurses and Recreation Aides:

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

##### 16.02 NIGHT SHIFT

Effective April 1, 2020

A Shift Differential of two dollars and twenty-five cents (\$2.25) per hour shall be paid to Health Care Aides and Licensed Practical Nurses:

- (a) to Employees for each hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours; and
- (b) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

16.03 WEEKEND PREMIUM

Effective April 1, 2020

A Shift Differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to all classifications:

- (a) to Employees for each hour worked after fifteen hundred (1500) hours on a Friday within a sixty-four hour period commencing at fifteen hundred (1500) hours on a Friday;
- (b) to Employees working all overtime hours worked which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

16.04 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

16.05 Where applicable, an Employee shall be paid Shift Differential and Weekend Premium (pyramided) in addition to regular pay and overtime pay.

Article 17

OTHER COMPENSATION

17.01 PROFESSIONAL FEES

A Licensed Practical Nurse who is in a point four Full-Time Equivalent (.4 FTE) position or greater as of December 1, in each calendar year and has active registration with the College at the beginning of each calendar year shall receive two hundred dollars (\$200.00) reimbursement for his/her registration.

17.02 TEMPORARY ASSIGNMENT PAY

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

17.03 PRECEPTOR PAY

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

17.04 PRACTICUM PAY

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

17.05 LICENSED PRACTICAL NURSING PROFESSIONAL DEVELOPMENT

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

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

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

17.06 CLASS FOUR (4) DRIVING PERMIT

When established by the Employer as a mandatory qualification, a Recreation Attendant who is in a point four Full-Time Equivalent (.4 FTE) position or greater at the time of renewal of her Class 4 driving permit shall be reimbursed a maximum of ninety-five dollars (\$95.00) towards the cost of registration and other associated fees.

Article 18A

HEALTH CARE BENEFITS

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

- (a) A Sun Life Extended Health Care medicare supplementary benefits plan which provides eighty per cent (80%) direct payment provision (direct billing drug card) for eligible physician or dentist prescribed medication and supplies including:
  - (i) Mandatory generic substitutions for prescription drugs;
  - (ii) The dispensing fee capped at seven dollars and fifty cents (\$7.50) per prescription;
  - (iii) Hospital Services – 100% reimbursement
  - (iv) Out of Province coverage – 100% reimbursement
  - (v) Out of Country Coverage;



(vi) Paramedical Services – 100% reimbursement of total costs for Paramedical Services provided by registered paramedics including chiropractor, osteopath, naturopath, podiatrist, physiotherapist, massage therapist, speech therapist, and psychologist;

(b) A dental plan which provides for reimbursement of eighty percent (80%) of basic dental procedures and services, eighty percent (80%) of preventative dental procedures and services to the Employee of their current year dental costs.

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

(c) Alberta Health Care Insurance Plan;

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

(i) Group Life Insurance (Basic), optional and dependent coverage;

(ii) Accidental Death and Dismemberment (Basic);

(e) EI SUB Plan

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

18A.02 Enrolment by:

(a) Regular Full-Time Employees;

(b) Regular Part-Time Employees, whose regular hours of work exceed seventeen and one-half (17.5) hours per week (0.5 FTE or greater); and

(c) Temporary Employees (or temporary positions) whose hours of work exceed seventeen and one half (17.5) hours per week averaged over one (1) complete cycle of the shift schedule;

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

18A.03 Effective April 1, 2020, the premium costs shall be shared, sixty percent (60%) by the Employer and forty percent (40%) by the Employee.

Effective April 1, 2021, the premium costs shall be shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

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

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

- 18A.05 The Employer will provide one (1) copy of each of the plans to the Union.
- 18A.06 The Employer shall provide a Flexible Spending Account or Benefits Spending Accounts as set out below.

#### Article 18B

##### REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

- 18B.01 The Employer shall provide and administer voluntary contributions to an RRSP program to include the following:
- (a) The Employer will deduct from eligible Employees an amount of two percent (2%) of the Employee's gross earnings of each pay period to be placed directly into a group RRSP; and
  - (b) In addition to the Employee's contributions, the Employer will match the Employee's contribution of two percent (2%) of the Employee's gross earnings of each pay period to be deposited directly into the RRSP plan.

#### Article 18C

##### FLEXIBLE SPENDING ACCOUNT

- 18C.01 Regular Full-time Employees are eligible to participate in a Flexible Spending Account of five hundred (\$500) dollars annually subject to *Canada Revenue Agency* rules and plan design. Such FSA is a taxable benefit and will be paid to eligible Employees quarterly on March 31, June 30, September 30, and December 31.
- 18C.02 Regular Part-time Employees who work a point four Full-Time Equivalent (.4 FTE) or greater are eligible to participate in the Flexible Spending Account at a rate of five hundred (\$500) dollars subject to the conditions in 18C.01 and pro-rated based upon hours worked in the prior calendar year.
- 18C.03 Eligibility for Flexible Spending occurs on December 1<sup>st</sup> of each year. The program includes: health spending, wellness, education technology, legal, personal interest, nutrition and weight management, family care and RRSP's as allowed by *Canada Revenue Agency*.

#### Article 19

##### SICK LEAVE

- 19.01 Sick leave is provided by the Employer as a form of insurance, for the purpose of maintaining regular earnings during absences due to illness or accidents for which compensation is not payable under the Workers' Compensation Act or for quarantine by a Medical Officer for Health.
- 19.02 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.

- 19.03 (a) After an Employee has completed her probationary period she shall be allowed a credit for sick leave from the date of employment.
- Such credit shall be granted on the basis of 10 days per year of employment. Sick days used must be re-earned. Should an Employee not utilize the full number of sick days earned, she may carry the outstanding days, to a maximum of five (5) days, into the following year. At no time will an Employee have more than fifteen (15) sick days accumulated.
- (b) Regular Part-time Employees shall be credited with sick leave credits on a prorated basis of regular hours worked.
- 19.04 Sick leave shall not accrue during periods of the following absences, which exceed thirty (30) calendar days:
- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) periods while in receipt of compensation from the Workers' Compensation Board.
- 19.05 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer. After three (3) consecutive days of sick leave, Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave.
- 19.06 Subject to Clause 19.01, 19.02, 19.03 and 19.04 above, an Employee granted sick leave shall be paid, at her basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of her accumulated credits at the time the sick leave commenced.
- 19.07 When an Employee has accrued the maximum sick leave credit of fifteen (15) working days she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At the time she shall recommence accumulating sick leave credits.
- 19.08 If any Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave.
- Employees may be required to submit satisfactory proof of such appointment. Employees are expected to make every reasonable effort to schedule such appointments to occur outside of their regular hours of work.

- 19.09 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming her duties at the conclusion of the vacation period and she has substantiated her claim for sick leave, income continuance thereafter will be in accordance with clause 19.06.

Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of clause 19.06. Vacation time not taken as a result of such stay in hospital shall be rescheduled at a mutually agreed later time frame.

- (b) In the event an illness or injury preventing an Employee from performing her usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of her claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Clause 19.06 until the Employee has recovered sufficiently to permit the resumption of her usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

19.10 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.

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

- (a) days on which the Employee is on paid vacation;
- (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
- (c) days on which the Employee is absent from work while attending official negotiating sessions with the Employer;
- (d) days on which the Employee is absent from work or at work while attending Union activities or Union business.

19.12 RETURN TO WORK/DUTY TO ACCOMMODATE

An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Sub-Clause 26.01(b)(v), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of her readiness to return to work and:

- (a) if an Employee is capable of performing the duties of her former position, she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same increment in the salary schedule and other benefits that accrued prior to her disability;
- (b) if an Employee is incapable of performing the duties of her former position, but is capable of performing the duties of another position in the bargaining unit, an effort to accommodate to the point of undue hardship shall be made by the Employer to place her in an available or modified position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
  - (i) is not capable of resuming work pursuant to section (a), or
  - (ii) for whom, after an effort to accommodate to the point of undue hardship having been made pursuant to section (b), alternate employment is not available,

it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

19.13 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 9 – Appointments, Promotions, Transfers and Vacancies; Article 13 – Hours of Work.

19.14 An Employee whose status has changed due to layoff from Regular Employee or an Employee on recall to a Casual Employee, with the same Employer, shall have her sick leave credits suspended, and should she return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

#### Article 20

#### WORKERS' COMPENSATION

20.01 Workers' Compensation Board coverage will be provided by the Employer for Employees. In accordance with the Income Tax Act, Workers' Compensation benefits are not taxable.

20.02 Employees will be eligible to apply for sick leave benefits in accordance with Article 19 - Sick Leave, during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:

- (a) The Employee has sick leave credits available; and
- (b) The Employee meets the eligibility requirements for sick leave, and

- (c) The Employee assigns her WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer shall then reinstate the Employee's sick leave credits to the appropriate level. After money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive her benefits directly from the Worker's Compensation Board.
- 20.03 Employees shall not be entitled to a named holiday or a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 20.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of her former position, shall provide the Employer with fourteen (14) days written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer, the Union and the Employee.
- 20.05 DUTY TO ACCOMMODATE

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

  - (a) capable of performing the duties of her former position shall be reinstated in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability; or
  - (b) incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall be reinstated to a position for which she is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to her prior to the disability; or
  - (c) incapable of performing the duties of her former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which she is eligible under Article 18A – Health Benefits Plan or Article 19 – Sick Leave.
- 20.06 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 9 – Appointments, Promotions, Transfers and Vacancies; Article 13 – Hours of Work.
- 20.07 At the time it is determined that an absence due to injury which is compensable pursuant to the Workers' Compensation Act, is expected, or will continue for a period in excess of six (6) months from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the Underwriter of the Long Term Disability Income Insurance.

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

### Article 21

#### IN-SERVICE AND PROFESSIONAL DEVELOPMENT

- 21.01 (a) The parties to this Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies not only with the individual, but also with the Employer. The term "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs, which may be offered by the Employer.
- (b) Employees who, with the prior approval of the Supervisor (out of scope), attend an in-service or development program shall not suffer a loss of pay for such attendance.
- (c) An Employee who is required to attend a training course or seminar, shall be paid at straight time for attendance at such a meeting.

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

- (a) First Aid (when established by the Employer as a mandatory qualification);
- (b) Emergency preparedness (including fire, evacuation and disaster procedures);
- (c) Occupational health and safety matters including proper lifting and the prevention of person injury (back injury);

And additionally for nursing employees:

- (d) CPR including defibrillation (when established by the Employer as a mandatory qualification);
- (e) Prevention and management of staff or resident abuse; and
- (f) Dementia care training, prevention and management of aggressive behaviours.

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

- 21.03 ORIENTATION

- (a) Employees will be given a sufficient orientation to equip them for their work. During this period, the Supervisor (out of scope) will ensure that the new Employee or and employee absent from work for at least one (1) calendar year due to parental leave and other leaves, is provided with appropriate support to properly orient them to the position.

- (b) The Employer shall provide up to three (3) paid orientation shifts (under guidance and supervision) for all Employees. In addition:
- (c) an Employee's request for additional orientation shifts under guidance or supervision shall not be unreasonably denied at the Employer's discretion.

## Article 22

### ANNUAL VACATION

#### 22.01 DEFINITION

For the purpose of this Article:

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

#### 22.02 VACATION ENTITLEMENT

- (a) During each year of continuous service in the employ of the Employer, a Regular Full-time and Regular Part-time Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate of earning entitlement shall be as follows:
  - (i) during the first (1<sup>st</sup>), second (2<sup>nd</sup>) and third (3<sup>rd</sup>) years of employment an Employee earns a vacation at the rate of ten (10) paid working days;
  - (ii) during the fourth (4<sup>th</sup>) to ninth (9<sup>th</sup>) years of employment, an Employee earns vacation at the rate of fifteen (15) paid working days;
  - (iii) during the tenth (10<sup>th</sup>) and subsequent years of employment, an Employee earns a vacation at the rate of twenty (20) paid working dates and;
- (b) Part-time Employees shall earn vacation at the same rate as do Full-time Employees except the paid days of vacation shall be pro-rated to their hours worked at the Basic rate of pay.
- (c) Employee with less than a year of service  
 An Employee who has less than one (1) year of service prior to the first (1<sup>st</sup>) day of April in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve (12) months.

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



- (i) on layoff; and
  - (ii) in receipt of compensation from the Workers' Compensation Board; and
  - (iii) on leave of absence in excess of thirty (30) calendar days for any reason.
- (b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

22.04

#### SCHEDULING/TIME OF VACATION

- (a)
  - (i) Regular Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer. Vacation requests shall not be unreasonably denied.
  - (ii) The Employer shall post the vacation schedule planner by January 15<sup>th</sup> of each year. Where an Employee submits her vacation preference by February 1<sup>st</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by the last day of March of the same year.
  - (iii) Seniority within each Classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
  - (iv) Vacation leave may be borrowed forward by an Employee to schedule vacation periods. In other words, an Employee may utilize next year's vacation credits in the current vacation year.
- (b) Vacation earned during one (1) vacation year shall be taken during the next following vacation year, except where a written request to carry over a portion of vacation entitlement to the next vacation year has been approved by the Employer.
- (c) A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (d) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned.
- (e) Except in extenuating circumstances and at the discretion of the Employer, an Employee shall not be permitted to carry over more than a maximum of one years vacation entitlement plus ten (10) days to the next vacation year.
- (f) Employee requests to carry over vacation must be submitted on the Employer's Bank Request Form and received by the Human Resources Department no later than February 1<sup>st</sup> of each calendar year.

- (g) Notwithstanding Clause 22.04(b), any remaining previously earned vacation time off not taken by the end of the vacation year in any given year shall be paid out.
- 22.05 An Employee shall not be permitted to work "pick-up" or "extra" shifts during their vacation period. However, an Employee required by the Employer to return to work during her vacation will receive the applicable overtime rate of pay for hours worked. In addition to receiving premium pay, the time worked will be rescheduled as vacation leave with pay.
- 22.06 Employees who request vacation with less than fourteen (14) days notice to the Employer may be required to replace themselves as part of the vacation approval process provided the replacement Employee is not put into an overtime situation.
- 22.07 Casual Employees shall be paid earned vacation pay on each payday. Casual Employees earn vacation pay at four point eight (4.8%) percent of the Casual Employee's earnings.
- 22.08 Employees shall be provided with their current vacation entitlement accruals on each payday statement of earnings.

### Article 23

#### NAMED HOLIDAYS

- 23.01 (a) Employees shall be entitled to receive a day off with pay on or for the following eleven (11) Named Holidays:
- New Year's Day
  - Labour Day
  - Alberta Family Day
  - Good Friday
  - Victoria Day
  - Canada Day
  - August Heritage Day
  - Thanksgiving Day
  - Remembrance Day
  - Christmas Day
  - Boxing Day

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

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

(b) Notwithstanding the foregoing, while:

- (i) on layoff; or
- (ii) in receipt of compensation from the Workers' Compensation Board; or
- (iii) on other leaves of absence in excess of thirty (30) calendar days for any reason;

an Employee shall not be entitled to:

- (iv) a day off with pay, or
- (v) payment in lieu thereof,

for the aforementioned Named Holidays.

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

- (a) Work her scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness, or other reasons acceptable to the Employer; and
- (b) Work on the holiday when scheduled or required to do so.

23.03 (a) Employees required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5X) her basic rate of pay.

In addition:

- (b) Full-time Employees who work on a Name Holiday shall receive:
  - (i) an alternate day off with pay at a mutually agreed time; or
  - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
  - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's basic rate of pay.

23.04 When a Named Holiday falls on a day that would otherwise be a Full-Time Employee's regular scheduled day off, or during an Employee's vacation, the Employee shall receive either:

- (a) an alternate day off with pay at a mutually agreed time; or
- (b) failing mutual agreement within one hundred and twenty (120) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at her Basic Rate of Pay.

- 23.05 Unless an Employee requests otherwise in writing, she shall be scheduled so as to be given either Christmas Day or New Year's Day off.
- 23.06 Notwithstanding Articles 23.03 and 23.04 any remaining alternate days off not taken by January 31<sup>st</sup> of each year shall be paid out at the Employee's basic rate of pay.
- 23.07 Part-time and Casual Employees shall be paid, in addition to their basic rate of pay, at least five percent (5.0%) of the Employee's average daily based upon the Employee's wage, general holiday pay and vacation pay in the previous four (4) week period, per pay period in lieu of the Named Holidays.

#### Article 24

##### DISCIPLINE, DISMISSAL AND RESIGNATION

- 24.01 Except for the dismissal of a probationary Employee, there shall be no discipline except for just cause. Written disciplinary notice up to and including dismissal may be given to Employees for poor conduct or unsatisfactory job performance.
- (a) This does not prevent immediate dismissal for just cause, subject to the grievance procedure.
  - (b) Copies of all disciplinary notices shall be forwarded to the Union (Membership Services Officer) within twenty-four (24) hours of being presented. Employees shall be given the opportunity to sign disciplinary notices as having been read, but are not required to do so.
  - (c) The Employee shall have the right to be accompanied by the Union Steward or the Membership Services Officer at any disciplinary meeting with the Employer.
- 24.02 The Employer will schedule a disciplinary investigation with an Employee, where such investigation is under the discretionary control of the Employer, by giving reasonable advance notice.
- At such investigation, an Employee shall be accompanied by a Union Steward, at the request of the Employee.
- 24.03 **PERSONNEL FILES**
- By an appointment made at least forty-eight (48) hours in advance, an Employee and as requested (their Union Representative), shall have access to their personnel records.
- (a) An Employee shall be given a copy of the contents of her personnel file upon request, provided that he/she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.
  - (b) In the case of a grievance, the fee prescribed shall be waived where the Employee request a copy of material related to the grievance.

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

24.05 LICENSING BODY REPORTING

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

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

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

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

Article 25

LAYOFF AND RECALL

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

(b) CONSULTATION MEETING

The Parties recognize the value of meeting prior to a layoff process occurring. The parties will make every reasonable effort to meet and consult at least fourteen (14) calendar days prior to any Employee receiving notification of the layoff. The consultation process will not be unreasonably delayed as a result of the unavailability of a representative of either party. The purpose of this meeting is to discuss:

- (i) the parameters of the layoff;
- (ii) the current seniority list;
- (iii) the process by which each Employee will receive written notice including individual meetings, timeframes etc.;
- (iv) and review the written notification documents to ensure accuracy, disclosure and retention options available for each affected Employee;

- (v) the process of how layoffs will take place;
  - (vi) review the current seniority list;
  - (vii) and discuss other relevant factors.
  - (viii) The Parties will also discuss the process to be followed for Employees on approved leave of absence, WCB, STD or LTD insurance benefits.
- (c) Should it become necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the least Senior Employee of the affected job classification in the Monterey Place Residence shall be laid off.
  - (d) When staff reductions occur, the Chapter Chair of the Union will be notified by copy of the written notice of layoff to the affected Employee(s).

25.02

#### LAYOFF

- (a) The Employer shall notify an Employee who is to be laid off in accordance with the length of time the Employee has been employed by the Employer, as follows:

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

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

#### EMPLOYEE SELECTION MEETING

- (c) To assist the Employee in indicating their preference of alternate positions, the Employee will have access to seniority lists, shift schedules, and a list of positions available prior to the consultation with the Employer.
- (d) A selection (consultation) meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of the Union representative.

- (e) When an Employee is on an approved leave of absence, or Workers' Compensation Benefits, or Long Term Disability Insurance Benefits, the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has been provided notice of readiness to return to work.
- (f) In this provision, 'classification' means all classifications, and 'status' means Full-time or Part-time.
- (g) The Employee, through consultation with the Employer and the Union, shall indicate a preference of positions for which she has the requisite skill, training, and knowledge to perform the work.
- (h) Within the Residence, the Employee will select positions in the same classification which are vacant (not actively posted) or select to displace an Employee with less seniority in the same classification, regardless of status or FTE.
- (i) Where there are no position(s) of any status in the same classification as the Employee's current position in the Residence, the Employee may indicate a preference for an alternative position(s) in the Residence, which is vacant (not actively posted) or occupied by a less senior Employee, in a different classification, regardless of status or FTE, provided the Employee qualifies for the alternative position.
- (j) Where there are no positions available in accordance with the above, the Employee shall be laid off in accordance with this Article and shall have the right to recall as outlined in this Article.

25.03

#### RECALL

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

25.04 HEALTH AND INSURANCE BENEFITS

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

Article 26

LEAVES OF ABSENCE

26.01 GENERAL LEAVE WITHOUT PAY

- (a) Subject to the written approval of the Employer, an Employee may make a request in writing Manager or designate for a Leave of Absence without pay to a maximum of thirty (30) calendar days. A request for Leave must be made at least two (2) weeks prior to the commencement of the Leave. A Leave of Absence will not be unreasonably denied.

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

The Employer will reply in writing to a request for leave within fourteen (14) calendar days of the request.

- (b) (i) Employees who are on Leave of Absence will not engage in any gainful employment with any other Employer while on such leave, unless otherwise agreed by the Union and the Employer. Any Employee who engages in gainful employment while on a leave of absence will forfeit all seniority rights and privileges contained in this Agreement.
- (ii) Any Employee who has been granted a leave of absence of any kind and overstays their leave, except in emergency situations, shall be considered to have terminated their employment without notice.
- (iii) To qualify for a leave of absence except in cases of emergency, the Employee must have completed one (1) year of service with the Employer.
- (iv) All requests for leave of absence must be submitted to the applicable Manager or designate for final approval. Requests shall not be unreasonably denied.
- (v) Employees may elect to continue benefits by pre-arranging payment for the Employer and Employee portions of premiums for any leave of 30 days or longer.
- (vi) All Employees returning early from a leave of absence in excess of thirty (30) calendar days shall provide a minimum of fourteen (14) calendar days written notice.



26.02 MATERNITY, PARENTAL, ADOPTION LEAVE

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

- (a) Employees must give the Employer at least six (6) weeks written notice advising of when she/he intends to start Maternity/Parental Leave.
- (b) The Employee must give at least four (4) week's written notice that she/he intends to return to/not return to work.
- (c) Employees may continue benefits if they pay both the Employer and Employee portions of the premiums.
- (d) Employees do not accrue Vacation, General Holidays, or Sick Leave while on Leave.
- (e) The Employee will be reinstated in the same or comparable position with earnings and other benefits equal to those received when the Leave began.

26.03 MATERNITY LEAVE

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

26.04 PARENTAL/ADOPTION LEAVE

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

- (d) Employees who intend to share Parental Leave must advise their respective Employers of their intention to do so.
- (e) Parents will still be eligible for the Adoption Leave if medical reasons, or circumstances related to adoption, prevent the employee from giving six (6) weeks' notice. When this happens, written notice must be given to the Employer as soon as possible.

26.05

#### BEREAVEMENT LEAVE

- (a) When a death occurs in the immediate family of an Employee, the Employee shall be granted Bereavement Leave of not more than three (3) days without loss of income, commencing or ending with the day of the funeral, or three (3) days including the day of the funeral.

The Employee may take an additional two (2) days leave without pay.

Effective April 1, 2020, when a death occurs in the immediate family of an Employee, the Employee shall be granted Bereavement Leave for four (4) days without loss of income, commencing or ending with the day of the funeral, or four (4) days including the day of the funeral.

The Employee may take an additional two (2) days leave without pay.

- (b) 'Immediate family' shall mean the following members of an Employee's family or the family of their spouse, including spouse (including common-law) or same gender partner, fiancé, child, parent, grandparent, grandchild, sibling, guardian.
- (c) Bereavement Leave shall be extended by up to two (2) additional days with no loss of income if travel out of province is necessary for the purpose of attending the funeral. At the time of the Bereavement Leave notification, the Employer may request reasonable evidence of travel out of province.
- (d) Bereavement Leave with pay may be granted for one (1) day for the funeral/memorial service of a close friend or more distant relative than outlined in 26.05 (b) depending on the needs of the operation.
- (e) An Employee may be granted up to a month's leave of absence without pay, upon an approved leave from the Employer upon the death of an immediate family member subject to Article 26.01.

26.06

#### COURT DUTY

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

26.07

#### COMPASSIONATE CARE LEAVE

- (a) An Employee, shall upon written request, giving fourteen (14) calendar days notice, be granted leave without pay for up to an maximum of twenty-seven (27) weeks in accordance with the *Employment Insurance Act* for the purpose of providing care to a gravely ill or dying family member. Family member includes those for whom the Employee would be eligible for the Compassionate Care benefit under Government of Canada *Employment Insurance Legislation*.
- (b) In order to receive Compassionate Care Leave, the Employee shall provide a Medical Certificate form the family member's physician indicating the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- (c) A Regular Employee shall continue to be covered according to the Health benefit plan and policy conditions throughout the period of Leave Without Pay. The Employee shall be responsible for the full payment of all premiums (both Employer and Employee share).

26.08

#### EDUCATION LEAVE

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

#### Article 27

#### JOINT COMMITTEE: LABOUR-MANAGEMENT RELATIONS

27.01

- (a) A Joint committee shall be established and shall meet at least quarterly or within ten (10) days of receiving a written description of the issue regarding resident care.
- (b) The Local/Chapter Representative of the Union shall provide the names of up to two (2) elected Employees and the Employer shall provide the names of up to two (2) appointed Representative to sit on the Joint Committee.
- (c)
  - (i) The desired functions of the Labour Management Committee are to examine and make recommendations regarding the concerns of Employees and other matters related to labour relations and health and safety; and
  - (ii) to examine and make recommendations regarding the concerns of Employees or the Employer relative to resident care including staffing and workload issues.

- (d) An Employee shall be paid her basic rate of pay for attendance at these Committee Meetings.
- (e) All correspondence between the Parties will flow between the designated Membership Services Officer (MSO) and Human Resources.
- (f) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept and posted on the Union Bulletin Board. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.

## Article 28

### OCCUPATIONAL HEALTH & SAFETY

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

## Article 29

### UNIFORMS AND PROTECTIVE APPAREL

- 29.01 All protective clothing and safety equipment shall be supplied by the Employer as required by the Occupational Health and Safety Act.
- 29.02 Employees shall furnish, supply and maintain their own everyday work apparel.

29.03 If the Employer requires Employees to wear specific protective apparel and equipment, the Employer shall supply and maintain (launder, alter and repair) specific and protective items at no cost to the Employees.

29.04 Where, in the opinion of the Employer, protective and safety footwear [including non-slip] is required, the Employer shall reimburse Employees for the cost of authorized replacement of CSA approved protective or safety footwear including non-slip footwear once in each calendar year to a limit of one hundred dollars (\$100.00) upon submission of proof of purchase.

### Article 30

#### LOCKERS

30.01 The Employer will make available during each Employee's shift a locker to store and secure personal belongings. The Employee will provide a personal lock to secure the locker during the Employee's shift.

### Article 31

#### TRANSPORTATION ALLOWANCE

31.01 When an Employee is assigned duties necessitating the use of her private automobile she shall be reimbursed at the rate of forty-five cents (\$.45) per kilometer.

31.02 Where the Employer requires an Employee to have a vehicle for business use, the Employer shall provide on-site parking (with operational plug-ins where available), at no cost for the Employee.

31.03 Miscellaneous Travel Cost

(a) Where it is necessary to use taxis or other transportation for travel on Employer business, the incurred costs shall be reimbursed by the Employer upon submission of receipts;

(b) Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.

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

### Article 32

#### HANDLING CASH RECEIPTS AND DISBURSEMENTS

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

- 32.02 If there are recurring cash shortages, the Employees and the Employer will cooperate in measures to reduce shortages.

### Article 33

#### PYRAMIDING

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

### Article 34

#### REGULAR PART-TIME AND CASUAL EMPLOYEES

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

### Article 35

#### RETROACTIVITY

- 35.01 All changes are effective from April 1<sup>st</sup>, 2017 of the Collective Agreement with wages which are retroactive on the basis as noted in Appendix A – Wage Schedule.

## Article 36

### WORKPLACE RESPECT

36.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of an Employee by either party by reason of age, race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, sexual orientation, marital status, family status, source of income, physical disability or mental disability or any other prohibited grounds as provided in the Alberta Human Rights Act;

Nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

36.02 The Parties recognize the requirement for respect and dignity for all persons supporting a policy of zero tolerance for violence in the workplace and the right of the Employees to work in an environment free from discrimination, and harassment.

36.03 The Parties also recognize that Employees work with residents who may exhibit behaviours that are inconsistent with this article.

36.04 This article will not limit an Employee's right to seek redress through any other available procedure including the Alberta Human Rights and Citizenship Commission.

36.05 WORKING ALONE / HARASSMENT PREVENTION

(a) The Employer shall have in place policies and procedures to support the prevention of harassment in the workplace and to support a working alone safety plan, which adheres to Occupational Health and Safety Legislation.

(b) Should the Employer change, modify or remove the policy, the Union will be notified forthwith.

36.06 WORKPLACE DIVERSITY

The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. Employees shall speak the English language while on Employer paid time, unless required otherwise for the case of the resident. However, while on unpaid time, Employees may speak any language.

**Appendix "A"**

**CARE STAFF WAGE SCHEDULE AND INCREMENT STEPS**

		1.50%	1.00%	3.00%	1.00%	1.00%
<b>HCA</b>	<b>Apr-16</b>	<b>Apr-17</b>	<b>Apr-18</b>	<b>Apr-19</b>	<b>Apr-20</b>	<b>Apr-21</b>
Step1 (start)	\$18.54	\$18.82	\$19.01	\$19.58	\$19.77	\$19.97
Step 2 (after 975)	\$18.86	\$19.14	\$19.33	\$19.91	\$20.11	\$20.31
St.ep 3 (after 1950)	\$19.52	\$19.81	\$20.01	\$20.61	\$20.82	\$21.03
Step 4 (after 3900)	\$20.40	\$20.71	\$20.91	\$21.54	\$21.76	\$21.97
Step 5 (after 5850)	\$21.00	\$21.32	\$21.53	\$22.17	\$22.40	\$22.62

		1.50%	1.00%	3.00%	1.00%	1.00%
<b>LPN</b>	<b>Apr-16</b>	<b>Apr-17</b>	<b>Apr-18</b>	<b>Apr-19</b>	<b>Apr-20</b>	<b>Apr-21</b>
Step 1 (start)	\$25.62	\$26.00	\$26.26	\$27.05	\$27.32	\$27.60
Step 2 (after 1007.5)	\$26.18	\$26.57	\$26.84	\$27.64	\$27.92	\$28.20
Step 3 (after 2015)	\$27.30	\$27.71	\$27.99	\$28.83	\$29.11	\$29.41
Step 4 (after 4030)	\$28.41	\$28.84	\$29.12	\$30.00	\$30.30	\$30.60
Step 5 (after 6045)	\$28.95	\$29.38	\$29.68	\$30.57	\$30.87	\$31.18
Step 6 (after 8060)	\$30.05	\$30.50	\$30.81	\$31.73	\$32.05	\$32.37
Step 7 (after 10075)	\$32.07	\$32.55	\$32.88	\$33.86	\$34.20	\$34.54

		1.50%	1.00%	3.00%	1.00%	1.00%
<b>Rec Aide (Certified)</b>	<b>Apr-16</b>	<b>Apr-17</b>	<b>Apr-18</b>	<b>Apr-19</b>	<b>Apr-20</b>	<b>Apr-21</b>
Step 1 (start)	\$18.54	\$18.82	\$19.01	\$19.58	\$19.77	\$19.97
Step 2 (after 1040)	\$18.86	\$19.14	\$19.33	\$19.91	\$20.11	\$20.31
Step 3 (after 2080)	\$19.52	\$19.81	\$20.01	\$20.61	\$20.82	\$21.03
Step 4 (after 4160)	\$20.40	\$20.71	\$20.91	\$21.54	\$21.76	\$21.97
Step 5 (after 6240)	\$21.00	\$21.32	\$21.53	\$22.17	\$22.40	\$22.62



**Appendix "A"**  
**SUPPORT STAFF WAGE SCHEDULE**

		1.50%	1.00%		3.00%	1.00%	1.00%
<b>Reception</b>	<b>Apr-16</b>	<b>Apr-17</b>	<b>Apr-18</b>	<b>Oct 1-18</b>	<b>Apr-19</b>	<b>Apr-20</b>	<b>Apr-21</b>
Start	\$14.35	\$14.57	\$14.71	\$15.00	\$15.15	\$15.30	\$15.46
After 975	\$15.17	\$15.40	\$15.55	\$15.55	\$16.02	\$16.18	\$16.34

		1.50%	1.00%	3.00%	1.00%	1.00%
<b>COOK</b>	<b>Apr-16</b>	<b>Apr-17</b>	<b>Apr-18</b>	<b>Apr-19</b>	<b>Apr-20</b>	<b>Apr-21</b>
Start	\$18.81	\$19.09	\$19.28	\$19.86	\$20.06	\$20.26
After 975	\$20.10	\$20.40	\$20.61	\$21.22	\$21.44	\$21.65

		1.50%	1.00%		3.00%	1.00%	1.00%
<b>SERVERS</b>	<b>Apr-16</b>	<b>Apr-17</b>	<b>Apr-18</b>	<b>Oct 1-18</b>	<b>Apr-19</b>	<b>Apr-20</b>	<b>Apr-21</b>
Start	\$14.07	\$14.28	\$14.42	\$15.00	\$15.00	\$15.15	\$15.30
After 975	\$14.93	\$15.15	\$15.31	\$15.31	\$15.76	\$15.92	\$16.09

		1.50%	1.00%		3.00%	1.00%	1.00%
<b>HOUSEKEEPERS</b>	<b>Apr-16</b>	<b>Apr-17</b>	<b>Apr-18</b>	<b>Oct 1-18</b>	<b>Apr-19</b>	<b>Apr-20</b>	<b>Apr-21</b>
Start	\$14.07	\$14.28	\$14.42	\$15.00	\$15.00	\$15.15	\$15.30
After 975	\$16.39	\$16.64	\$16.80	\$16.80	\$17.31	\$17.48	\$17.65

		1.50%	1.00%		3.00%	1.00%	1.00%
<b>REC AIDE (UNCERTIFIED)</b>	<b>Apr-16</b>	<b>Apr-17</b>	<b>Apr-18</b>	<b>Oct 1-18</b>	<b>Apr-19</b>	<b>Apr-20</b>	<b>Apr-21</b>
Start	\$14.04	\$14.25	\$14.39	\$15.00	\$15.00	\$15.15	\$15.30
After 975	\$15.55	\$15.78	\$15.94	\$15.94	\$16.42	\$16.58	\$16.75

		1.50%	1.00%	3.00%	1.00%	1.00%
<b>Maintenance Assistant</b>	<b>Apr-16</b>	<b>Apr-17</b>	<b>Apr-18</b>	<b>Apr-19</b>	<b>Apr-20</b>	<b>Apr-21</b>
Start	-	-	22.00	22.66	22.89	23.12
After 975	-	-	22.44	23.11	23.34	23.57

Effective Date

April 1, 2017	Increase each rate of pay in the salary schedule by increasing the wage rates one and one half (1.5%) percent above 2016 rate of pay;
April 1, 2018	Increase each rate of pay in the salary schedule by increasing the wage rates one (1.0%) percent above 2017 rate of pay;
April 1, 2019	Increase each rate of pay in the salary schedule by increasing the wage rates three (3.0%) percent above 2018 rate of pay;
April 1, 2020	Increase each rate of pay in the salary schedule by increasing the wage rates one (1.0%) percent above 2019 rate of pay;
April 1, 2021	Increase each rate of pay in the salary schedule by increasing the wage rates one (1.0%) percent above 2020 rate of pay;

ALL COMPENSATION RETROACTIVE TO DATES ABOVE

- A. All wage grid increases are retroactive to April 1, 2017. The parties shall agree upon all adjustments and retroactivity within 30 days of ratification. All payments shall be retroactive and made to Employees within 90 days of ratification.
- B. Each Employee will be paid retroactively for all compensation based upon all hours worked, as set out in Article 14.03(c), from the respective effective date on Appendix A.
- C. The Employer shall advise Employees of their placement on the new salary schedule. When a Disagreement occurs regarding placement, the grievance procedure shall be used to resolve differences.

Any Employee whose employment has terminated prior to the date upon which this Agreement is signed by the Employer and the union, will be eligible to receive retroactively any increase in salary which she would have received but for the termination of employment, only upon submitting to the Employer, during the period between the expiry date of the preceding agreement and sixty (60) days after the ratification of this Agreement, a written application for such retroactive salary.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year first above written.

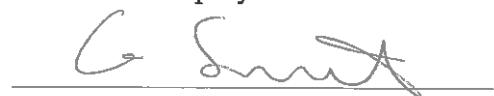
DATED AT Edmonton, Alberta THIS 25 DAY OF August 2020.

On Behalf of Well Being Senior  
Services Ltd. (Monterey)



Witness

On Behalf of the Alberta Union of  
Provincial Employees



Witness

LETTER OF UNDERSTANDING #1

Between

WELL BEING SERVICES LTD.

(Monterey)

And The

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: BARGAINING UNIT EXCLUSIONS

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

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

- General Manager
- Resident Care Manager
- Housekeeping Manager
- Food Service Manager
- Maintenance Manager
- Recreation Manager
- Administrative Coordinator
- Site Registered Nurse / Clinical Educator

On Behalf of Well Being Senior  
Services Ltd. (Monterey)



Aug 27/ 2020  
Date

On Behalf of the Alberta Union of  
Provincial Employees



August 25, 2020  
Date

LETTER OF UNDERSTANDING #2

Between

WELL BEING SERVICES LTD.

(Monterey)

And The

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: ALLOCATION/DISPENSING DRUGS

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

On Behalf of Well Being Senior  
Services Ltd. (Monterey)



aug 27/2020  
Date

On Behalf of the Alberta Union of  
Provincial Employees



August 25, 2020  
Date

LETTER OF UNDERSTANDING #3

Between

WELL BEING SERVICES LTD.

(Monterey)

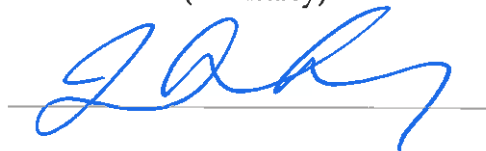
And The

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: SPECIAL LEAVE

- (a) The Parties recognize that an Employee may be unable to report to work due to unanticipated circumstances of pressing necessity which require the Employee's personal attention and which may include illness in the Employee's immediate family.
- (b) The Employer shall approve special leave without loss of pay in such circumstances to a maximum of four (4) days in each calendar year.
- (c) For this article:  
a day is not less than and not more than seven point five (7.5) hours or seven point seven five (7.75) hours or eight (8) hours as applicable by classification;  
the Employee may use the special leave in allocations of one (1) day or any combination of days to the maximum of four (4) days.
- (d) For this article, immediate family is defined as the spouse (including common-law and same-sex partner), child, parent, and grandparent.
- (e) The Employee shall inform the Employer of such with as much advance notice as possible.
- (f) An Employee may be required to submit satisfactory proof to the Employer demonstrating the need for Special Leave.

On Behalf of Well Being Senior  
Services Ltd. (Monterey)



Aug 25/2020  
Date

On Behalf of the Alberta Union of  
Provincial Employees



August 25, 2020  
Date

LETTER OF UNDERSTANDING #4

Between

WELL BEING SERVICES LTD.

(Monterey)

And The

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Legal Indemnification

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

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

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

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

On Behalf of Well Being Senior  
Services Ltd. (Monterey)



Aug 27/2020

Date

On Behalf of the Alberta Union of  
Provincial Employees



August 25, 2020

Date

LETTER OF UNDERSTANDING #5

Between

WELL BEING SERVICES LTD.

(Monterey)

And The

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: LPN and HCA Employment

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

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

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

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

On Behalf of Well Being Senior  
Services Ltd. (Monterey)



aug 27/2020  
Date

On Behalf of the Alberta Union of  
Provincial Employees



August 25, 2020  
Date

LETTER OF UNDERSTANDING #6

Between

WELL BEING SERVICES LTD.

(Monterey)

And The

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: LEAVE OF ABSENCE UNDER LEGISLATION

The Parties agree to the following:

Compassionate Care Leave

Critical Illness Of A Child Leave

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

Death Or Disappearance Of A Child Leave

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

Domestic Violence Leave

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

Family Responsibility Leave

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

Military Leave

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



Citizenship Ceremony Leave

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

On Behalf of Well Being Senior  
Services Ltd. (Monterey)



Aug 27/2020  
Date

On Behalf of the Alberta Union of  
Provincial Employees



August 25, 2020  
Date

LETTER OF UNDERSTANDING #7

Between

WELL BEING SERVICES LTD.

(Monterey)

And The

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: EXTENDED WORK DAY / HOURS OF WORK

All provisions of the Collective Agreement apply to Employees working Extended Days as noted and with amendments to specific Articles as follows and the following is agreed to by the Parties in accordance with Clause 13.14 of the Collective Agreement:

1. Extended Work Day / Hours of Work are only available to the classifications of Food Servers only and the incumbent Employees.
2. Any vacancy in an incumbent position will be posted by the Employer in accordance with this Letter of Understanding. The Employer will advise the Union of the vacancy and the name of the newly selected Employee.
3. Extended Work Day / Hours of Work can be utilized only for and applied to Regular Full-time Employees and Regular Part-time Employees. Casual Employees are not eligible to work Extended Work Days under these arrangements.
4. Extended Work Day / Hours of Work are twelve (12) hours; eleven (11) hours are paid time and include breaks; one (1) hour is unpaid time for meal breaks.
5. Employees' hours will be 75 hours per two (2) week period and will be achieved by including periodic shorter shifts as noted on the shift schedule.
6. The rights and entitlements for Employees working an Extended Work Day arrangement are not to be any better than, or worse than, those of Employee(s) working regular days.
7. When the Extended Work Day is implemented, all other articles shall remain in full force and effect as between the parties.
8. All postings for Extended Work Day positions will contain all relevant information including the number of hours/shift as required in Article 9.01(vi).
9. The Employer will notify the MSO by email two weeks prior to the implementation of additional Extended Work Day shifts for the classifications of Food Server created subsequent to the effective date of this Letter of Understanding. The Effective Date of this Letter of Understanding is the later of the two signing dates as per the signature blocks below.

10. Either Party will notify by email thirty (30) days in advance of the termination of the Extended Work Day/Hours of Work arrangement.

### **TERMS AND CONDITIONS**

#### **ARTICLE 13 - HOURS OF WORK**

13.01(a) to be replaced with:

- (a) Regular hours of work for Employees, inclusive of paid rest breaks and exclusive of unpaid meal breaks shall be:
  - (i) Eleven (11) consecutive hours per day; and
  - (ii) Seventy-five (75) hours per two (2) week period;
  - (ii) The Employer will provide three (3) fifteen (15) minute paid breaks. Two (2) breaks may be taken together by mutual agreement between the Employee and Employer subject to the operational requirements of the Employer.
  - (iv) N/A

13.02(a) to be replaced with:

- (a) Regular hours of work shall be deemed to include three (3) paid breaks of fifteen (15) minutes during each Extended Work Day / Hours of Work shift as per 13.01(a); and

13.03(a) to be replaced with:

- (a) Exclude at least one (1) or a maximum of two (2) unpaid meal breaks of thirty (30) minutes each shall be granted to all Employees working Extended Work Days.

13.08 to be modified with:

- (a) Twelve (12) hours off-duty between shifts;
- (b) Not more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week;
- (c) Not more than two (2) different shift starting times between scheduled days off;
- (d) No split shifts with the exception of modified work shifts prescribed by a physician to accommodate an Employee disability;
- (e) No Extended Work Day/Hours of work shift shall be less than eleven (11) hours with the exception of a single ten (10) hour extended work day shift to meet the requirement of seventy-five (75) hours of work per two (2) week period to comply with Clause 13.01(a)(ii);
- (f) Every second (2<sup>nd</sup>) weekend scheduled off duty in each four (4) week period. Weekend shall mean a Saturday and the following Sunday. The period of time off duty must be at least sixty (60) hours.
- (g) At least two (2) consecutive days of rest per week;

13.10 to be replaced with:

Shift schedules shall provide for at least twelve (12) hours off duty between shifts. If the Employee is required by the Employer to changes shifts without receiving twelve (12) hours off duty, she shall be paid premium pay at one and one half (1 1/2x) their basic rate of pay for that shift. If the Employee requests a schedule change agreeable to the Employer, this section shall not apply. This section shall not apply in cases when Clause 13.11 below has been applied in altering a shift schedule.

#### ARTICLE 19 – SICK LEAVE

19.03(a) to be replaced with and based upon Clause 13.01(a)(i):

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

Such credit shall be granted to a maximum of 75 hours per year of employment. Sick days used must be re-earned. Should an Employee not utilize the full number of sick hours earned, she may carry the outstanding hours, to a maximum of thirty-seven point five (37.5) hours, into the following year. At no time will an Employee have more than one hundred and twelve point five (112.5) sick hours accumulated.

#### ARTICLE 23 – NAMED HOLIDAYS

23.04(b) to be replaced with:

- (b) Employee(s) will be paid their regular wages for the day of the holiday and, within three (3) months after the statutory holiday, will be required to take another day off in lieu of the statutory holiday. The replacement holiday will be a day on which the Employee is normally schedule to work. Employee(s) on an Extended Work Day/Hours of Work are entitled to a maximum of 82.5 hours/year of Named Holiday time.

23.06 to be replaced with:

23.06 If a general holiday falls during an Employee's annual paid vacation, and it falls on a day that the Employee would normally have worked, the paid vacation will be extended by one day and that day will be paid at seven point five (7.5) hours. Should an Employee on Extended Work Day arrangement wish to be paid for her full day, she may "top up" the seven point five (7.5) hours to eleven (11) hours from their remained Name Holiday hours or vacation. Alternatively, the Employee will have the option of taking decreased vacation by one day.

#### ARTICLE 26 – LEAVES OF ABSENCE

26.05(a), (c) and (d) to be replaced with:

- (a) When a death occurs in the immediate family of an Employee, the Employee shall be granted Bereavement Leave of not more than twenty-two point five (22.5) hours (three (3) days) without loss of income, commencing or ending with the day of the funeral, or twenty-two point five (22.5) hours (three (3) days) including the day of the funeral.

- (c) Bereavement Leave shall be extended by up to fifteen (15) additional hours (two (2) days) with no loss of income if travel out of province is necessary for the purpose of attending the funeral. At the time of the Bereavement Leave notification, the Employer may request reasonable evidence of travel out of province.
- (d) Bereavement Leave with pay may be granted for the funeral/memorial service of a close friend or more distance relative than outlined in 26.05(b) depending on the need of operational and will be paid to a maximum of seven point five (7.5) hours (one (1) day) unless the Employee wishes to use vacation to top up these hours to the maximum paid daily hours.

On Behalf of Well Being Senior  
Services Ltd. (Monterey)



aug 27/2020  
Date

On Behalf of the Alberta Union of  
Provincial Employees



August 25, 2020  
Date