

**MEMORANDUM OF AGREEMENT**

**Between**

**Park Place Senior Living – Copper Sky**

**And**

**The Alberta Union of Provincial Employees**

**Local 047 Chapter 015**

Pursuant to the Labour Relations Code, the undersigned being authorized to bargain collectively, agree on the following Tentative Agreement.

The Articles and Economic Proposals attached herein including the Articles and Letters of Understanding previously signed by the Parties during collective bargaining shall constitute the full Collective Agreement between the Parties.

The Tentative Agreement is subject to ratification by both Parties, and constitutes the full agreement between the Parties. The undersigned agree to recommend acceptance of this Tentative Agreement to their principles.

Agreed and signed this 19th day of October, 2021.

FOR THE EMPLOYER

FOR THE UNION



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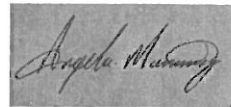
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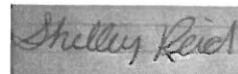
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### General Wage Increases

The Wage Grid for this agreement shall be adjusted to reflect the following general wage increases for all classifications and step levels:

- April 1, 2019 - .5%
- Jan. 1, 2020 - .5%
- April 1, 2021 - 1%
- Date of ratification - 1%
- Jan. 1, 2022 - 1%

### Retroactivity Provisions

Retroactive payments where applicable will be made on this first pay period following ratification. Retroactivity will be paid on all hours worked.

## ARTICLE 1

### TERM OF AGREEMENT

- 1.01 This Agreement, including Appendices thereto, unless altered by mutual consent of both parties here, shall be in force and effect from date of ratification up to and including March 31, 2019 ~~2022~~ and from year to year thereafter unless notification of desire to amend or terminate be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to the expiration date of this Agreement.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange and initial proposed amendments at commencement of negotiations.
- 1.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:  
in the case of the Employer to:  
~~The Chief Executive Officer~~ **Site Leader**  
Copper Sky Lodge  
Spruce Grove, AB  
and in the case of the Union to:  
The President  
Alberta Union of Provincial Employees  
10451 - 170 Street NW  
Edmonton, AB T5P 4S7
- 1.04 The Collective Agreement shall continue in full force and effect until:  
(a) A new Collective Agreement is concluded,  
(b) The right of the bargaining agent to represent the Employees is terminated;  
or  
(c) A legal strike or lockout commences.

ARTICLE 15

SHIFT DIFFERENTIAL AND WEEKEND DIFFERENTIAL

AMD 15.01

Shift Differential - Effective date of ratification

A shift differential of ~~two dollars and fifty cents (\$2.50)~~ **two dollars and seventy-five cents (\$2.75)** per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours.

~~Effective April 1, 2017 Evening shift differential will increase to two dollars and seventy-five cents (\$2.75)~~

~~(232) Night - Effective date of ratification~~

A shift differential of ~~three dollars and twenty-five cents (\$3.25)~~ **four dollars and twenty-five cents (\$4.25)** per hour will be paid to an Employee for all hours worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

~~Effective April 1, 2017 Night shift differential will increase to three dollars and fifty cents (\$3.50)~~

~~Effective April 1, 2018 Night shift differential will increase to four dollars and twenty-five cents (\$4.25)~~

~~Effective April 1, 2020 upon the first full pay period following the date of ratification, the night shift premium will be increased to five dollars (\$5.00)~~ **four dollars and fifty cents (\$4.50).**

**Effective January 1, 2022, the night shift premium will be increased to five dollars (\$5.00).**

AMD 15.02

Weekend Differential (Effective date of ratification)

An Employee shall be paid, in addition to ~~her~~ **the Employee's** basic rate of pay and any shift differential to which ~~she~~ **they** may be entitled, a weekend differential of three dollars and twenty five cents (\$3.25) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday.

15.03 To be eligible for payment of shift differential, an Employee must work at least thirty (30) minutes between fifteen hundred (1500) hours to zero seven hundred (0700) hours.

15.04 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.

15.05 Where, applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

ARTICLE 16

PREMIUMS

AMD 16.01

Charge Pay

Where ~~Effective upon ratification, where~~ the Employer designates a Licensed Practical Nurse to assume responsibility in the absence of the Manager, ~~she they~~ shall be paid an additional ~~one dollar and twenty-five cents (\$1.25)~~ **one dollar and fifty cents (\$1.50)** per hour.

AMD 16.02

Preceptor Pay

Preceptor shall mean a Licensed Practical Nurse or a Health Care Aide who is assigned by the Employer to supervise, educate and evaluate students in an educational program, or any other Eligible Program.

A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program or any specialized practice education or training programs, as recognized by the College of Licensed Practical Nurses of Alberta shall receive an additional sixty-five cents (\$0.65) per hour **on each bi-weekly pay period.**

A Health Care Aide assigned by the Employer to act as a preceptor to a student in a recognized Health Care program shall receive an additional sixty-five cents (0.65) per hour **on each bi-weekly pay period.**

ARTICLE 18

NAMED HOLIDAYS

18.01 (a) The following Named Holidays will be observed as Statutory Holidays:

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

And all general holidays proclaimed by the Municipality or the Government of Alberta or Canada.

(b) To be eligible for the "Named Floater" an Employee shall be employed by the Employer on June 30<sup>th</sup> of that calendar year. The "floater" holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee.

18.02

Qualifying for Named Holiday Pay

To qualify for a Named Holiday with pay, the Employee must:

- (a) Have been employed for thirty (30) days during the preceding twelve (12) months;
- (b) Work ~~her their~~ scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent for reasons

acceptable to the Employer; and

- I Work on a Named Holiday when scheduled except where the Employee is absent for reasons acceptable to the Employer.

18.03 Employees on layoff status, maternity leave, paternity leave, adoption leave, Workers' Compensation or on sick leave on the date of the recognized holiday are not entitled to Named Holiday Pay.

AMD

18.04 Named Holiday Pay

Except as modified by 18.04 (d) below an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 ½X) ~~her~~ **the Employee's** basic rate of pay, plus;

- (a) an alternate day off with pay at a mutually agreed time; or  
(b) by mutual agreement, a day with pay added to ~~her~~ **the Employee's** next annual vacation; or

by mutual agreement, the Employee may receive payment for such day at ~~her~~ **the Employee's** basic rate of pay

- (d) an Employee obliged to work on Heritage Day and/or Christmas Day, shall be paid for all hours worked on the named holiday at two times (2X) the Employee's basic rate of pay plus:  
(i) an alternate day off with pay at a mutually agreed time; or  
(ii) by mutual agreement, a day with pay added to ~~her~~ **the Employee's** next annual vacation; or  
(iii) by mutual agreement, the Employee may receive payment for such day at ~~her~~ **the Employee's** basic rate of pay.

18.05 Named Holiday While on Vacation

When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Clause 18.04.

18.06 Named Holiday on Day Off

When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Clause 18.04.

AMD

18.07 Part-Time, Temporary and Casual Employees

- (a) On each pay cheque, Part-time, Temporary and Casual Employees shall be paid, in addition to their earnings, four point six percent (4.6%) of their earnings in lieu of Named Holiday benefits. **Effective upon ratification, such amount shall increase to five percent (5.0%). of the Employee's average daily wage based upon the Employee's Basic Rate of Pay, general holiday pay and vacation pay in the previous two (2) week period.**  
(b) Part-time, Temporary and Casual Employees who are required to work on a Named Holiday shall be paid at one and one-half times (1 ½X) for all hours worked on the Named Holiday.

AMD

18.08 (a) Full-Time Employees shall be so scheduled as to provide ~~her~~ **them** with either Christmas or New Year's Day unless otherwise requested.

- (b) (i) A Full-Time Employee granted Christmas Day off in accordance with Article 18.08 (a) shall be scheduled such that ~~she~~ **they** will have two (2) consecutive days where ~~she~~ **they** will not be obliged to work (i.e., December 24<sup>th</sup> and 25<sup>th</sup> or December 25<sup>th</sup> and 26<sup>th</sup>); and
- (ii) A Full-Time Employee granted New Year's Day off in accordance with Article 18.08 (a) shall be scheduled such that ~~she~~ **they** will have two (2) consecutive days where ~~she~~ **they** will not be obliged to work (i.e., December 31<sup>st</sup> and January 1<sup>st</sup> or January 1<sup>st</sup> and 2<sup>nd</sup>).
- (iii) The Employer will make reasonable efforts to rotate the requirement to work Christmas or New Years, from year-to-year.

ARTICLE 19  
VACATIONS

AMD 19.01 During each year of continuous service in the employ of the Employer, a Full-Time Employee shall earn entitlement to a vacation with pay. The rate at which vacation entitlements are earned shall be governed by the total length of such service as follows;

<u>Years of Continuous Employment</u>	<u>Vacation Time</u>	<u>% of Earnings</u>
1 to 4 years	116.25 hours	6% of regular pay
5 to 10 years	155 hours	8% of regular pay
11 to 19 years	193.75 hours	10% of regular pay
20 years and over	232.50 hours	12% of regular pay

Effective January 1, 2022, the rate at which vacation entitlements are earned shall be governed by the total length of such service as follows;

<u>Years of Continuous Employment</u>	<u>Vacation Time</u>	<u>% of Earnings</u>
1 to 4 <del>3</del> years	116.25 hours	6% of regular pay
4 <del>5</del> to 10 <del>8</del> years	155 hours	8% of regular pay
<del>9</del> 11 to 19 <del>15</del> years	193.75 hours	10% of regular pay
<del>16</del> 20 years and over	232.50 hours	12% of regular pay

19.02 Part-Time Employees are entitled to vacation time as set out in Clause 19.01 on a pro-rated basis in accordance with the following formula;

$$\begin{array}{r} \text{Hours worked at} \\ \text{the base rate of pay} \end{array} \times \begin{array}{r} \text{The applicable \%} \\ \text{outlined above} \end{array} = \begin{array}{r} \text{Number of hours of} \\ \text{paid vacation time to be} \\ \text{taken} \end{array}$$

AMD 19.03 An Employee shall be granted the vacation period preferred by her the Employee at such time as may be mutually agreed by the Employer and the Employee. The granting of vacation period is subject to operational requirements.

AMD 19.04 (a) **Effective January 1<sup>st</sup>, 2022, the** The Employer shall post the ~~two (2)~~ vacation schedule planner by ~~February 1<sup>st</sup>~~ of each year. **The first vacation schedule planner will be posted by March 1<sup>st</sup> and** where an Employee submits her ~~their~~ vacation preference by ~~February 28<sup>th</sup>~~ **March 31<sup>st</sup>** of that year, the Employer shall indicate approval or disapproval of that vacation request by ~~March~~ **April 30<sup>th</sup>** of the same year. **The first vacation schedule planner will cover the May 1<sup>st</sup> to October 31<sup>st</sup> period. The second vacation schedule planner will be posted by September 1<sup>st</sup> and** where an Employee submits her ~~their~~ vacation preference by ~~February 28<sup>th</sup>~~ **September 30<sup>th</sup>** of that year, the Employer shall indicate approval or disapproval of that vacation request by **no later than October 31<sup>st</sup>** of the same year. **The second vacation schedule planner will cover the November 1<sup>st</sup> to April 30<sup>th</sup> period.** Where two (2) or more Employees have requested the same vacation period preference and through consultation a compromise cannot be reached preference will be given to the Employee with the most seniority. ~~After March 31<sup>st</sup> Vacation approval~~



will be given on a first come first serve basis **for vacation request outside of the planners.** The Employer shall indicate approval or disapproval of vacation request outside of the planner within ten (10) calendar days of the request being submitted.

- (b) An Employee shall have the right to utilize vacation credits provided the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation.
- (c) Employees are encouraged to use their vacation entitlement in the calendar year in which they are accrued. Employees may carry forward two weeks of accrued vacation into the following year. They are required to utilize all other accrued vacation credits (beyond the two weeks) before the end of each year – December 31<sup>st</sup>. Any unused vacation credits beyond two weeks will be paid out **on a separate cheque** by January 31<sup>st</sup>.
- (d) An Employee may be permitted to carry forward an additional portion of unused vacation to the next year upon approval from the site manager. A request to carry forward unused vacation credits shall not be unreasonably denied.

19.05 An Employee who resigned or whose service is terminated shall receive vacation pay in lieu of all vacation earned but not taken.

AMD 19.06 No Employee may continue to work and draw vacation pay in lieu of taking ~~her~~ **their** vacation.

19.07 Only those hours paid at the basic rate of pay and on a Named Holiday will be recognized for the purpose of determining vacation pay.

## ARTICLE 20

### BENEFITS

AMD 20.01 ~~Effective date of ratification,~~ **Employees employed for a full-time equivalent of 0.4 0.568 or greater are eligible for benefits.** Providing a Full-Time or Part-Time Employee meets the qualifying periods of employment for coverage and meets any other requirements for participation as determined by the Employer or the insurer, for the benefits listed below, ~~the Employer agrees to pay a total of sixty-five percent (65%) of the total cost of the premiums, with the Employees paying the remaining thirty-five percent (35%) of the total cost of the premiums:~~

~~Effective April 1, 2018~~ t The Employer agrees to pay a total of seventy percent (70%) of the total cost of the premiums, with the Employees paying the remaining thirty percent (30%) of the total cost of the premiums.

- (a) A Prescription Drug Plan that provides eighty percent (80%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract which shall include a direct pay drug card.
- (b) A Dental Plan that provides eighty percent (80%) reimbursement of eligible basic services up to the established maximums **of \$1,500** provided for within the benefit carrier contract.



~~Effective April 1, 2017~~ The Dental Plan will be enhanced to include fifty percent (50%) reimbursement of extended services up to a maximum of \$1500.00 per calendar year.

~~Effective April 1, 2018~~ The Dental Plan will be enhanced to include fifty percent (50%) reimbursement of orthodontic services with a lifetime maximum of \$1500.00 provided to children under 19 years of age.

- (c) A Group Insurance Plan, inclusive of:
  - (i) Basic Life Insurance in the amount of \$25,000.00.
  - (ii) Basic Accidental Death and Dismemberment Insurance.

The above benefits are taxable benefits to Employees. The Employee acknowledges that it is a condition of employment that they enroll in certain benefit plans, and that tax owing on benefit premiums and/or benefit coverages will be the sole responsibility of the Employees.

20.02 For all Employees eligible for benefits in accordance with Article 20.01.  
The sum of five hundred (\$500.00) dollars per year of each benefit eligible Employee shall be allocated by the Employer to a Flexible Health Spending Account.

**Effective upon ratification, the sum of seven hundred and fifty (\$750.00) dollars per year of each benefit eligible Employee shall be allocated by the Employer to a Flexible Health Spending Account.**

20.03 The provisions of the insurance policies and the plans as amended from time to time by the Employer or the insurance carrier shall govern with respect to eligibility for participation, premiums paid and benefits provided. These documents shall not be considered part of or considered incorporated into the Agreement, nor shall the Employer be considered an insurer.

**NEW 20.04 The Employer will provide the Union with copies of the plan text for any benefit provided in this Article at the onset of collective bargaining and within thirty (30) days following any changes to the plan text. This includes, but is not limited to: Prescription Drugs, Dental Plan, Group Insurance.**

**ADM 20.05 The Employer shall have meaningful consultation with the Union prior to any change to insurance carriers and will ensure that such changes does not result in an overall reduction in benefits or coverages.**

~~20.04 The Employer agrees that if it changes insurance carriers or benefit coverages, it will notify the Union and the affected Employees of any resultant changes in coverages or benefits.~~

20.056 This Article shall not apply to Casual Employees. Temporary Employees are entitled to benefits under this Article after six (6) months of completed service.

## ARTICLE 26

### LAYOFF/ RECALL PROCEDURE

**AMD 26.01** When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the workforce or reduction in regularly scheduled hours of work of a regular Employee, the Employer will notify Employees in

writing who are to be laid off at least ~~fourteen (14)~~ **twenty eight (28)** calendar days prior to the date of the layoff, except that no notice is required where layoff results from emergency conditions or circumstances, including an act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.

- 26.02 The Employer and the Union recognize the value of meeting prior to the layoff process occurring. The purpose of this meeting is to discuss how the process of the reduction will take place, review the current seniority list, and discuss other relevant factors the parties agree upon.
- 26.03 In determining the order of layoff, the Employer shall lay off Employees by position in reverse order of seniority provided that the remaining Employees have the qualifications to perform the available work satisfactorily.
- 26.04 No new Full-time or Part-time Employees will be hired while there are other Employees on layoff as long as laid off Employees have the qualifications, skills and ability to perform the work required and are available to do so.
- 26.05 Employees affected by layoff shall make prior arrangements for payment of the full premium of any applicable benefit plan. Failure to make arrangements for payment will result in termination of all benefits.
- 26.06 Other than the continuance of certain benefits as may be arranged under Clause 26.05 and the retention of seniority under Article 10 (Seniority), an Employee's right while on layoff shall be limited to the right to recall only as specified in Clauses 26.07 and 26.08.
- 26.07 Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.
- 26.08 When recalling Employees on lay-off, recalls shall be carried out in order of seniority provided the Employee being recalled has the qualifications, skills and abilities to perform the required work satisfactorily.
- 26.09 Termination of Recall Rights  
The employment of an Employee shall be considered terminated when the Employee does not accept recall, or has not changed status to casual prior to the layoff end date, or has been on layoff for twelve (12) months without being recalled.

- AMD 26.10 Severance  
Commencing on the date of ratification of this Agreement, in the event of layoff resulting in permanent reductions of regular Employees, severance pay shall be granted in accordance with the following severance schedule:
- Service between 3 months & 1 year – 1 weeks severance pay
  - Service between 1 year & 2 years – 2 weeks severance pay
  - Service between 2 years & 4 years – 3 weeks severance pay
  - Service between 4 years & 6 years – 6 weeks severance pay
  - Service between 6 years & 8 years – 8 weeks severance pay
  - Service greater than 8 years – 10 weeks severance pay
- 26.11 Casual and Temporary Employees  
This Article shall have no application to Casual and Temporary Employees.

ARTICLE 35

REGISTERED RETIREMENT SAVINGS PLAN

- AMD 35.01 The Employer shall establish ~~maintain~~ a Group Registered Retirement Savings Plan (RRSP). ~~policy for implementation by April 1, 2017.~~ Participation in the group plan shall be voluntary. ~~The Employer will discuss with the Union the details of the Group RRSP policy and plan prior to December 31, 2016. The Employer will provide the details of the Group RRSP policy and plan to Employees by Jan 31, 2017.~~
- 35.02 **Effective date of ratification, all** current and new Full-Time and Part-Time Employees with a ~~.60~~**.568** FTE or greater who have completed the twelve (12) months of service shall have the option of enrolling in the Group Registered Retirement Savings Plan by providing written notice of their intent to participate.
- AMD 35.03 Contributions
- (a) Each Employee who opts into the Group RRSP will be required to make bi-weekly contributions of **thirty five dollars (\$35.00)** ~~twenty-five dollars (\$25.00)~~, which will be matched on a dollar for dollar basis by the Employer. **Employees who chose to contribute greater than thirty-five dollars (\$35.00) bi-weekly will be allowed to however the Employer is not required to match the additional contribution.**
- (b) For Employees with five (5) years of service with the Employer or more, the Employee will have the option to increase the bi-weekly contributions to a maximum of **fifty dollars (\$50.00) forty-five dollars (\$45.00)** ~~thirty-five dollars (\$35.00)~~, which will be matched on a dollar for dollar basis by the Employer. **Employees who chose to contribute greater than fifty forty-five dollars (\$50.00 \$45.00) bi-weekly will be allowed to however the Employer is not required to match the additional contribution.**
- (c) For Employees with ten (10) years of service with the Employer or more, the Employee will have the option to increase the bi-weekly contributions to a maximum of **seventy fifty-five dollars (\$70 55.00)** which will be matched on a dollar for dollar basis by the Employer. **Employees who chose to contribute greater than seventy fifty-five dollars (\$70 55.00) bi-weekly will be allowed to however the Employer is not required to match the additional contribution.**
- ~~(c)(d)~~ Years of Service with the Employer will be calculated based on the Employees start date with the Employer.
- NEW 35.04 The Employer will provide the Union with copies of the plan text for the Pension Plan at the onset of collective bargaining and within thirty (30) days following any changes to the plan text.

