

**ESSENTIAL SERVICES AGREEMENT**

**Between**

**Well Being Services (Monterey) Ltd.  
(hereinafter referred as the "Employer")**

**and the**

**Alberta Union of Provincial Employees  
(hereinafter referred to as the "Union")**

**MASTER AGREEMENT**

**ACCEPTED**

Commissioner

Date

EA No.

Nov 8, 2019  
ESA 00014-2019

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## **1. PREAMBLE AND PURPOSE**

- 1.01 The Union is the certified bargaining agent of all employees when employed at Monterey Place Seniors Village, Certificate Number 10-2017.
- 1.02 The Parties acknowledge the requirement in the *Alberta Labour Relations Code* (the "Code") to enter into an Essential Services Agreement (ESA) to ensure the continued provision of essential services in the event of a strike or lockout.
- 1.03 The Employer acknowledges the constitutional right of employees in the bargaining unit to withhold their labour and strike in accordance with this ESA and applicable law.
- 1.04 The Union acknowledges the right of the Employer to lockout employees in the bargaining unit in accordance with this ESA and applicable law.
- 1.05 In recognition of this, the Parties agree as follows:

## **2. TERM**

- 2.01 Unless amended by the parties pursuant to section 95.43 of the *Code*, this ESA will be in effect until the parties have ratified a new collective agreement

## **3. DEFINITIONS**

- 3.01 "Essential Services" are those services, the interruption of which would endanger the life, personal safety or health of the public, or that are necessary to the maintenance and administration of the rule of law or public security.
- 3.02 "Designated Essential Services Worker" ("DESW") means a member of the bargaining unit who is required to perform Essential Services under this agreement.
- 3.03 "Non-Union Exempt Employee" ("NUEE") means an individual who is considered 'management out of scope' in accordance with Section 1 (1) (1) of the Code and who will be available to perform Essential Services under this agreement.

#### **4. UMPIRE**

**4.01** The parties select Cheryl Yingst Bartel as the Umpire for this ESA. The role of the Umpire is to:

- assist the parties in concluding the ESA;
- settle the terms of the ESA in the event the parties cannot agree;
- rule on interpretation disputes of the ESA; and
- be available during a strike or lockout for a timely resolution of disputes.

**4.02** In the event that Cheryl Yingst Bartel is unavailable, the parties select Rick Wilson as Deputy Umpire who will have the same responsibilities and powers as the Umpire.

**4.03** Either party may apply to the Essential Services Commissioner for a review of any ruling made by the Umpire or Deputy Umpire within ten (10) calendar days of the date of the decision.

#### **5. STRIKE OR LOCKOUT**

**5.01** The parties agree that notice of the date and time to commence a strike or lockout under Section 78 of the Code will be at least seventy-two (72) hours.

**5.02** In the event of a strike or lockout, the Employer will provide the Union with an exclusive-use, furnished office space at the work site with a telephone line for the duration of the dispute for the purpose of carrying out the Union's duties and responsibilities under this ESA

**5.03** During a strike or lockout, employees in the bargaining unit on strike or lockout will not be permitted to work unless they are a Designated Essential Services Worker at the site.

**5.04** The Employer shall not hire replacement employees or extend the scope of volunteers. The Employer shall provide the Union with a list of names of all volunteers who are expected to perform volunteer duties during the dispute, and where they usually perform their volunteer duties.

- 5.06 During a strike or lockout, a Union Representative will only access a work area for purposes related to this ESA. The Employer may require that the Union Representative to be accompanied by the Employer at all times.
- 5.07 The Union may request to have one person to be present and observe the unloading of delivery vehicles and the Employer will not unreasonably deny such request. The Employer may require that this person to be accompanied by a management representative at all times.

## **6. INFORMATION SHARING AND COMMUNICATION**

6.01 Upon strike or lockout notice being given:

- (a) The Employer will provide the Union all relevant and updated information regarding staffing for each work area, including, but not limited to: normal hours of operation, schedule rotations, current status of employees (e.g. actively working, on LOA, or employees with restrictions) contact information, and a list of all NUJEEs by Centre and corporately, including professional qualifications.
- (b) Each party will appoint a Centre representative and communicate the name and contact information to the other party. The purpose of the Centre representatives is to have a responsible person for each party to discuss and resolve strike or lockout ESA related issues that may arise.
- (c) The parties will meet as often as necessary to review the staffing plans and any other issues, which may arise from the interpretation, application and implementation of this ESA.

## **7. REDUCED SERVICE STAFFING PLANS**

- 7.01 Staffing plans for each work area are attached to this document in Appendix B.
- 7.02 The Employer is responsible for assigning capable and qualified NUJEEs to fill positions for specific shifts in the reduced service staffing plan and ensuring that those employees report for all shift requirements in accordance with the staffing plans in Appendix B. These NUJEEs will be counted towards the number of positions required in accordance with the staffing plan.

- 7.03 If a NUÉE is unable to report for their shift or on-call assignment, the Employer will make every effort to fill the shift or assignment with an alternate NUÉE. If no alternate can be found, the Employer Representative shall inform the Union Representative that a NUÉE is not available for the shift or assignment and give the reason for the absence after which, the Union will assign a Designated Essential Services Worker to fill the shift or assignment.
- 7.04 The Union is responsible for assigning capable and qualified Designated Essential Services Workers to fill positions in the reduced service staffing plan and ensuring that those employees report for all shift requirements in accordance with the staffing plans. This includes having adequate capable and qualified employees available to report to duty if required.
- 7.05 If a Designated Essential Services Worker is unable to report for their shift or on-call assignment, the Union will find another Designated Essential Services Worker to fill the shift. The Union will inform the Employer of any such changes.
- 7.06 The Employer shall utilize the services of its management and excluded personnel who are capable and qualified to the best extent possible. Management and excluded personnel shall work extended hours of one hundred and fifty (150) per cent of their regularly scheduled hours per week unless otherwise agreed by the Parties. The Parties agree that NUÉEs working 150% of their regularly scheduled hours may need, within that percentage, to perform essential managerial functions.

## **8. RESPONDING TO EMERGENCIES AND FORESEEABLE CHANGES**

### **8.01 Emergency or Disaster Situation**

The Union will ensure that bargaining unit members will be made available in the event of any emergency or disaster situation and will provide additional DESW as soon as reasonably possible. In the event of a dispute between the Employer and the Union as to whether an emergency or disaster situation exists, the DESW will perform the work in question immediately and without delay. If such a dispute arises the Employer will provide the Union with documentation and information in a reasonable period of time and the dispute will be addressed in accordance with Section 4 of this agreement.

### **8.02 Increase in Essential Service Demands**

Upon identification of an increase in essential service demands in a non-emergency situation, additional DESW will be assigned and report to the workplace as requested.

The Employer will provide the Union with information and documentation to support the identified increase in demand. The details of the scheduling arrangements between the parties will be documented. If there is a dispute, requested staff will be provided and the dispute will be addressed in accordance with Section 4 of this agreement.

**8.03 Request to Adjust Agreed Staffing Levels**

Either party may request to adjust the agreed to staffing levels at any time during the work stoppage. If there is a dispute under this section, it will be addressed in accordance with Section 4 of this agreement.

**8.04 Resolving Disputes**

In the event a dispute arises during the application or implementation of this agreement, such dispute will be referred to the Umpire identified in Section 4 of this agreement, to be heard within twenty-four (24) hours of referral. A decision will be rendered as quickly as possible, but in no event longer than forty-eight (48) hours after being heard by the Umpire unless the parties agree otherwise.

**8.05** If the dispute is not resolved by the Umpire to the satisfaction of either the Employer or the Union, the parties may, together or separately, refer the dispute to the Essential Services Commissioner pursuant to section 95.7 of the Code.

**8.06 Declared State of Emergency**

Where a "state of emergency" is declared under the Emergency Management Act, or a "state of public health emergency" is declared under the Public Health Act, the parties will immediately suspend the strike or lockout and all employees will return to work as scheduled. Following the end of the state of emergency, the strike will immediately resume unless mutually agreed otherwise.

**9. TERMS AND CONDITIONS OF EMPLOYEES**

**9.01** Wages and all other applicable remuneration for work performed and terms of employment pursuant to this Agreement will be in accordance with the last collective agreement in effect.

**9.02** The Employer shall provide the Union with payroll cut-off dates and the Union shall provide to the Employer any information required for the preparation of payroll.

9.03 Those employees who were qualified for and in receipt of benefits prior to the strike or lockout will continue to receive benefits during the period of the strike or lockout on the following basis:

1. Payment of the premiums will be cost shared as follows;
  - a) The Employees shall pay their share of the premiums as per the Collective Agreement;
  - b) The Employer share of the premiums shall be paid as follows:
    - i. for the first thirty (30) days of the work stoppage the Employer shall pay 100% of their share of the premiums as per the Collective Agreement;
    - ii. from the thirty-first (31) day to the one hundred twentieth (120) day of the work stoppage, the Employer will pay a prorated portion of the premiums based upon the percentage of staffing deemed to be essential as per Appendix B and the Union will pay the balance of the Employer portion;
    - iii. from the one hundred twenty first (121) day until the cessation of the work stoppage, the Union will pay 100% of the Employer portion of the premiums.
- b) The Union's portion of the Employers' associated cost under article 18 of the Collective Agreement will be billed to the Union no later than 60 days following the conclusion of a strike or lockout. The Union shall submit payment no later than 60 days following receipt of the invoice.

## 10. AMENDING THE ESSENTIAL SERVICES AGREEMENT

10.01 Any terms, including the terms of the staffing plans may be amended by agreement of the parties.

These signatures signify the agreement of the Parties to Part "A" only of the Essential Services Agreement.

On behalf of the Employer

On behalf of the Union

"signed"

"signed"

Date: June 10, 2019

Date: May 29, 2019



9.03 Those employees who were qualified for and in receipt of benefits prior to the strike or lockout will continue to receive benefits during the period of the strike or lockout on the following basis:

1. Payment of the premiums will be cost shared as follows:

a) The Employees shall pay their share of the premiums as per the Collective Agreement;

b) The Employer share of the premiums shall be paid as follows:

- i. for the first thirty (30) days of the work stoppage the Employer shall pay 100% of their share of the premiums as per the Collective Agreement;
- ii. from the thirty-first (31) day to the one hundred twentieth (120) day of the work stoppage, the Employer will pay a prorated portion of the premiums based upon the percentage of staffing deemed to be essential as per Appendix B and the Union will pay the balance of the Employer portion; ~~7:221~~.
- iii. from the one hundred twenty first (121) day until the cessation of the work stoppage, the Union will pay 100% of the Employer portion of the premiums.

b) The Union's portion of the Employers' associated cost under article 18 of the Collective Agreement will be billed to the Union no later than 60 days following the conclusion of a strike or lockout. The Union shall submit payment no later than 60 days following receipt of the invoice.

## 10. AMENDING THE ESSENTIAL SERVICES AGREEMENT

10.01 Any terms, including the terms of the staffing plans may be amended by agreement of the parties.

## PART II: APPENDICES

These signatures signify the agreement of the Parties to Part "A" only of the Essential Services Agreement.

On behalf of the Employer



Date: June 10/2019

On behalf of the Union



Date: May 29, 2019

## **PART II - APPENDICES**

### **APPENDIX A - ESSENTIAL SERVICES**

#### **A. Essential Services for Support Services staff are as follows:**

##### **Housekeeping:**

- Clean all high touch areas in patient's/residents' rooms, hallways, elevators, dining rooms
- Clean toilets and floors, sinks, bathroom fixtures, floors and counters as needed
- Wash floors and counters when dirty
- Mop spills, empty garbage (daily if contents are wet), clean garbage cans when needed
- Replenish bathroom supplies
- Assist with laundry (towels and linen for first and third floors; personal laundry in dementia units if no family assistance or Court-appointed guardian to address this issue)
- Report safety issues and maintenance repairs needed
- Dispose of garbage from residents' rooms as well as kitchen and bathroom waste

##### **Cook**

- Prepare and cook meals for residents including medically required therapeutic/specialty diets
- Completely daily temperature audits of fridges, freezers, storerooms and record findings as required
- Clean kitchen including dishes, floors and storage areas
- Order new food, as required

##### **Server**

- Serve food and beverages to residents at set times and locations
- Set and clean tables
- Set up satellite kitchen and restock as required;
- Plate food as required
- Wash and put away dishes used that are not disposable
- Clean equipment used for service of meals, including pots
- Clean food preparation area and serveries
- Assist in food preparation and portioning as required
- Properly store food and beverages and ensure they are labeled and stored in coolers and freezers

## **Maintenance**

- Called in only to address emergent repairs such as plugged toilets, flooding, urgent electrical issues and issues with heat and cold;
- Report to work to attend emergencies when on-call
- Attend to statutory inspections and audits, if required

## **B. Essential Services for Care Providers are as follows:**

**Getting up/morning care/Going to bed** - includes toileting, washing, dressing, undressing, assisting with personal items (apply dentures, hearing aids, pressure stockings, medical braces, etc.), oral care, portering to dining room and all transfers, as needed.

**Washing** – includes partial bed bath every day for those residents who require assistance (washing hands, face, back, under arms, applying personal care products such as eye/ear drops, deodorant, special lotions, non-medicated creams); required to offer two baths/showers/full bed baths every week for those residents who require assistance with bathing, other washing as required (after incontinence product change, if otherwise required), for those residents who require assistance.

**Meals/Eating** – Assist with eating when required (full assist, partial assist, or set-up only); provide snacks in afternoon and evening to meet minimum daily nutritional requirements. Provide any nutrition supplements required (eg. Resource/Ensure/Boost, etc.).

**Transfers** – Provide assistance with transfers, as required, including two person lifts where necessary.

**Toileting and/or Incontinence Product Change** – Provide assistance where required (at wake up, after breakfast, after lunch, mid-afternoon, after supper, at bedtime and other times as required); includes portering to room, transfer onto toilet (or bed if incontinence provided), washing/pericare, transfer into wheelchair, portering back to social area/activity

**Repositioning** – Depending on circumstances, to prevent pressure sores and/or skin deterioration,

**Social Interaction** – Residents on the second floor require some social interaction/activities to avoid agitation and social isolation resulting in responsive behaviours.

**Medications** – Medications to be administered by ANC staff, as required

**Assessments** – Assessments to ensure medications are appropriate, health conditions are stable, and care plans accurately address the unmet needs of the residents.

**Documentation** – Current documentation requirements after provision of care to be maintained.

**Wound Care** – Administered by the LPN, typically daily, where required.

**Restraint Monitoring** – All residents on the second floor are environmentally restrained and require monitoring at a minimum every 8 hours.

**Responsive Behaviours** – Addressing and interpreting responsive behaviours, which are words or actions that a resident who is cognitively impaired may be using to communicate a need or feeling (such as yelling, aggression, banging, refusing care, etc).

**Sun Downing** - "Sun Downing" refers to an increase in aggression and/or responsive behaviours which occurs in cognitively impaired individuals late in the afternoon or early in the evening. Additional support to be provided from staff as required due to increased agitation at this time.

**Falls** – Address falls of residents; perform assessment and record results; complete post-fall monitoring; assist residents with ambulation, as required, to prevent falls where possible

**APPENDIX B – STAFFING LEVELS**

**1. Care Provider Staffing Levels**

**A. First Floor**

**HCA**

<u>Shift</u>	<u>Time</u>	<u>Number</u>	<u>Shift Length</u>	<u>Hours</u>
Day	07:00 – 15:00	1	7.5	7.5
	07:00 – 12:30	1	5.0	5.0
	07:00 – 11:00	1	4.0	4.0
Evening	15:00 – 23:00	1	7.5	7.5
	16:00 – 20:30	2	4.0	8.0
Night	23:00 – 07:00	1	7.5	7.5

**LPN:**

Day	07:00 – 15:15	1	7.75	7.75
Evening	15:00 – 22:15	1	6.75	6.75
Night	23:00 – 07:15	0	0	0

**B. Second Floor (Memory Care)**

**HCA**

<u>Shift</u>	<u>Time</u>	<u>Number</u>	<u>Shift Length</u>	<u>Hours</u>
Day	07:00 – 15:00	1	7.5	7.5
	08:00 – 13:00	1	4.5	4.5
	07:00 – 12:00	1	4.5	4.5
Evening	15:00 – 23:00	1	7.5	7.5
	15:00 – 22:00	1	6.5	6.5
	16:30 ~ 20:30	2	4.0	8.0
Night	23:00 – 07:00	1	7.5	7.5

**LPN**

Day	07:00 – 15:15	1	7.75	7.75
	08:00 – 12:30	1	4.5	4.5
Evening	15:00 – 23:15	1	7.75	7.75
	16:00 – 19:30	1	3.5	3.5
Night	23:00 – 07:15	1	7.75	7.75

**C. Third Floor**

**HCA**

<b>Shift</b>	<b>Time</b>	<b>Number</b>	<b>Shift Length</b>	<b>Hours</b>
Day	07:00 – 15:00	1	7.5	7.5
	07:00 – 13:00	1	5.5	5.5
	08:00 – 12:45	1	4.75	4.75
Evening	15:00 – 23:00	1	7.5	7.5
	15:00 – 21:00	1	5.5	5.5
	16:00 – 20:30	1	4.0	4.0
Night	23:00 – 07:00	1	7.5	7.5

**LPN**

Day	07:00 – 15:15	1	7.75	7.75
Evening	15:00 – 22:15	1	6.75	6.75
Night	23:00 – 07:15	0	0	0

**D. Miscellaneous Positions**

Monterey as several positions which the parties classified as "Miscellaneous", as they do not relate to only one floor. For HCA's, these positions are for "baths" (during the day) and Float (during the evening). For the LPNs this includes duties done at the month end changeover period. Should a labour dispute happen during this time, the Employer urged that individual would be required to conduct that work. I make the following adjudication regarding these positions:

**1. HCA**

<u>Position</u>	<u>Time</u>	<u>Number</u>	<u>Shift Length</u>	<u>Hours</u>
Bath	06:00 – 12:00	1	5.5	5.5
Medication	07:30 – 14:30	1	6.5	6.5
Float	16:15 – 20:00	1	3.75	3.75
Medication	16:00 – 22:00	1	5.5	5.5
Float	23:00 – 07:00	1	7.5	7.5

**LPN**

**Month End Changeover**

For the last 3 nights per month but only if a labour dispute occurs during this time period, and only to complete this work. If this work can be accomplished in less than the 6.5 hour shift, this individual will be released

24:00 – 07:00 a.m.	1	6.5	6.5
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**Support Services Staffing Levels**

\*All seven days per week unless indicated

**Housekeeping**

<u>Shift</u>	<u>Time</u>	<u>Number</u>	<u>Shift Length</u>	<u>Days/Wk.</u>	<u>Weekly Hours</u>
Day	11:00 – 15:00	2	4.0	5	40
	09:00 – 14:00	2	4.5	5	45
	11:00 – 15:00	1	4.0	7	28

**Maintenance**

No Hours

**Reception**

No Hours

**Adult Day Program**

No Hours

**Recreation**

<u>Time</u>	<u>Number</u>	<u>Shift Length</u>	<u>Days/Wk.</u>	<u>Weekly Hours</u>
10:00 – 12:00	1	2.0	7	14
16:00 – 18:00*	1	2.0	7	14

\*For programs on the Second Floor Only

Food Services:

Cook

<u>Time</u>	<u>Number</u>	<u>Shift Length</u>	<u>Days/Wk.</u>	<u>Weekly Hours</u>
07:00 - 13:00	1	5.5	7	38.5
13:00 - 19:00	1	5.5	7	38.5

Server

<u>Time</u>	<u>Number</u>	<u>Shift Length</u>	<u>Days/Wk.</u>	<u>Weekly Hours</u>
07:30 - 10:30	3	3.0	7	63
11:30 - 14:30	3	3.0	7	63
16:00 - 19:00	3	3.0	7	63
08:00 - 12:30	1	4.5	7	31.50