

2017-2020

COLLECTIVE AGREEMENT

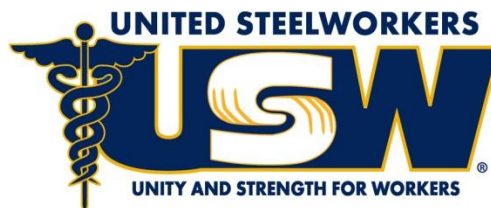
BETWEEN



**RIVER RIDGE SENIORS VILLAGE
PARTNERSHIP**

MEDICINE HAT, ALBERTA

AND



**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION**

LOCAL 1-207

EDMONTON, ALBERTA

April 1st, 2017 To March 31st, 2020

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COLLECTIVE AGREEMENT

BETWEEN

RIVER RIDGE SENIORS VILLAGE PARTNERSHIP

(hereinafter referred to as the "Employer")

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**

LOCAL 1-207

(hereinafter referred to as the "Union")

PREAMBLE

WHEREAS the parties acknowledge that the primary purpose of the Employer and the employees is to provide quality resident care, and believe that this purpose can be achieved most readily if harmonious relationships exist between the Employer and the employees;

AND WHEREAS the parties are desirous of concluding a Collective Agreement for the purpose of establishing rates of pay and other terms and conditions of employment for Auxiliary Nursing and General Support staff;

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1 – TERM OF THE COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement unless altered by mutual agreement in writing of both parties hereto, this Agreement shall be in force and effect from April 1st, 2017 up to and including March 31st, 2020, and from year to year thereafter, unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Agreement.
- 1.02 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.

ARTICLE 2 – DEFINITIONS

- 2.01 "Arbitration" shall take the meaning from the section of the Code dealing with the resolution of a difference.

- 2.02 "Basic rate of pay" shall mean the step in the salary schedule applicable to the Employee, as specified in this Collective Agreement, exclusive of all premium payments or other allowances.
- 2.03 "Code" means The Labour Relations Code, as amended from time to time.
- 2.04 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each employee shall be assigned by the Employer to one of the following categories: full-time, part-time, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) "Regular employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
- (i) "Full-time employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement.
- (ii) "Part-time employee" is one who is regularly scheduled for less than the normal full number of hours specified in the "Hours of Work" Article of this Collective Agreement.
- (b) "Casual employee":
- (i) May be regularly scheduled for a period of three (3) months or less for a specific job; or
- (ii) Relieves for absences in a full-time or part-time position, the duration of which is three (3) months or less; or
- (iii) Works on a call-in basis and is not regularly scheduled.
- (iv) Must be available to work all shifts including weekends. Where a casual has not worked for three (3) consecutive months, she will be removed from the seniority list.
- (c) "Temporary employee" is one who is hired on a temporary basis for a full-time or part-time position:
- (i) For a specific job of more than three (3) months but less than one (1) year; or
- (ii) To replace a full-time or part-time employee who is on approved leave of absence for a period in excess of three (3) months; or

- (iii) To replace a full-time or part-time employee who is on leave due to illness or injury where the employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.05 (a) “Employer” shall mean River Ridge Seniors Village Partnership, and include such persons as may from time to time, be appointed or designated to carry out management duties in respect of the operation and management of the facility.
- (b) “Company” shall mean Ridge Seniors Village Partnership.
- 2.06 “Facility” means the health facility named as the “Employer” in this Collective Agreement.
- 2.07 “Gross earnings” shall mean all monies received by the employee from the Employer.
- 2.08 “Official” shall mean either a Union Staff representative or a River Ridge Corporate officer.
- 2.09 "Shall" shall be interpreted to be mandatory rather than directory.
- 2.10 "Shift" shall mean a daily tour of duty excluding overtime hours.
- 2.11 "Shift cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "shift cycle" shall be understood to mean a period of time not exceeding two (2) weeks.
- 2.12 "Union" means United Steelworkers, Local 1-207. In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.13 The use of the "feminine gender" shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.14 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the actual date that each period of time has been worked.
- 2.15 “Hours worked” shall mean basic hours, Statutory Holidays worked, orientation, and overtime.

ARTICLE 3 – RECOGNITION

- 3.01 (a) The Union will notify the Employer on an annual basis, or as changes occur, of its Unit Chair, representatives to the Health and Safety Committee and its Shop Stewards.
- (b) The Employer recognizes the Union as the sole bargaining agent for the employees covered by the Collective Agreement as described in the Certificates of the Labour Relations Board and amendments thereto.

3.02 No employee shall be required or permitted to make any written or verbal agreement, which is in conflict with the terms of this Collective Agreement unless the Union and the Employer mutually agree otherwise.

3.03 **Union Management Meetings**

- (a) The Employer and the Union agree to meet every second month to resolve issues of concern, and to discuss matters of mutual interest.
- (b) Each party shall submit to the other party, agenda items that they wish to discuss at least three (3) working days in advance of each meeting. A copy of all agenda items from both parties shall also be submitted to the General Manager and the Union Unit Chairperson at least three (3) working days in advance of each meeting.
- (c) Membership for each of the parties shall not number more than three (3) plus one (1) official.
- (d) Each employee shall be paid her basic rate of pay for attendance at these committee meetings.

3.04 Persons whose regular jobs are not in the bargaining unit will not perform bargaining unit duties except for the purpose of instruction or training of regular employees.

ARTICLE 4 – UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 All employees have the right to be members of the Union and to participate in its lawful activities. Membership in the Union is voluntary.
- 4.02 An amount equal to the monthly membership dues and initiation fees shall be deducted at the rate prescribed by the Union from the employee's earnings as a condition of employment.
- 4.03 The Company shall deduct from the wages of each employee in the bargaining unit, the Union dues in the amount certified by the Union to the Company to be currently in effect.
- 4.04 The cheque for the Union dues will be made payable to the United Steelworkers whose postal address is: United Steelworkers, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario, Canada M5L 1K1.
- 4.05 The deductions shall be made by the Employer and shall be submitted to the Union not later than the 15th day of the month following and shall be accompanied by an itemized statement showing the names of those employees from whom the deductions were made, the amount deducted from each employee, a completed USWA R115 form (summary of dues calculations for the period) and a listing of employees from whom no deductions have been made and the reason.

- 4.06 The Employer shall indicate the dues deducted and enter the amount on the T-4 slips supplied to the employee.
- 4.07 Employees shall be permitted to wear a pin representative of their Union during all working hours, as long as this does not present any danger to resident(s) during delivery of care and services.
- 4.08 It shall be the responsibility of the employees to keep the Employer up to date with their current address and phone number. The Employer will provide to the Union once every six (6) months, a current copy of employee's addresses and phone numbers.

ARTICLE 5 – HUMANITY FUND

- 5.01 The Employer shall deduct from each employee within the scope of the bargaining unit, five cents (\$.05) per hour for the purpose of International Aid and Development. A cheque for such amount shall be forwarded to the "Humanity Fund" at the United Steelworkers National Office, accompanied by a list indicating the amount, total and names of Employees from whom deductions have been made. A copy of the list shall be provided to the Union Chairperson. The Employer shall enter the amount deducted on the T4 slips supplied to the Employee.

ARTICLE 6 – BULLETIN BOARD SPACE

- 6.01 The Employer shall provide a bulletin board for the exclusive use of the Union to be placed in a reasonably accessible location upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices which may be of interest to employees. It is not the intention of the Union to post anything objectionable to the Employer or of a confidential nature. Should a posted item be deemed objectionable by the Employer, the Employer will have the right to remove the item pending review with the Union.

ARTICLE 7 – MANAGEMENT RIGHTS

- 7.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business of the facility in all respects except as otherwise provided for in this Collective Agreement.
- 7.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
 - (a) Maintain order, discipline, efficiency, and to make, alter and enforce, from time to time, reasonable rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;

- (b) Direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (c) Hire, promote, transfer, lay-off and recall employees;
- (d) Demote, discipline, suspend or discharge for just cause.

7.03 The following rights and privileges enjoyed by the employees prior to the execution of this agreement shall be continued and no change shall be put into effect unless mutually agreed to by all parties:

- (a) Soup and sandwich, coffee or tea, provided in the staff room;
- (b) Free parking (may be off or on street);
- (c) Key fob access to facility;
- (d) Name tags supplied by Employer;
- (e) Designated smoking area for Employees.

ARTICLE 8 – NO DISCRIMINATION OR HARASSMENT

8.01 (a) The Union and the Employer will promote a work environment that is free from harassment and discrimination where all employees, the Employer and the Union are treated with respect and dignity.

Discrimination and harassment relate to any of the prohibited grounds contained in the Human Rights, Citizenship and Multiculturalism Act. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination or harassment because of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income or family status, or by reason of membership or non-membership or activity in the Union.

Harassment does not include actions occasioned through exercising in good faith the Company's managerial/supervisory rights and responsibilities.

This Article does not preclude an employee from filing a complaint under the Human Rights, Citizenship and Multiculturalism Act; however, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint through either the Human Rights, Citizenship and Multiculturalism Act or the process specified in Article 8.01 (c). In either event, a complaint of harassment or sexual harassment shall not form the basis of a grievance.

(b) **Sexual Harassment**

The Union and the Employer recognize the right of employees, the Employer and the Union to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.

Sexual harassment is one form of discrimination described above in Article 8.01 (a) and is defined as engaging in a course of vexatious comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job related consequences for the harassee and is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

- (1) A person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- (2) Sexual advances with actual or implied work related consequences;
- (3) Unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- (4) Verbal abuse, intimidation, or threats of a sexual nature;
- (5) Leering, staring or making sexual gestures;
- (6) Display of pornographic or other sexual materials;
- (7) Offensive pictures, graffiti, cartoons or sayings;
- (8) Unwanted physical contact such as touching, patting, pinching, hugging; and
- (9) Physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

8.01 (c) **Complaint Procedures**

In the case of a complaint of either harassment or sexual harassment, the following shall apply:

- (1) An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence through the Union directly to the Manager. The written complaint shall clearly state what the problem is, the details of the evidence of this, including dates, times, witnesses and what resolution they are seeking. The Union shall raise the complaint with the Department Manager (or with the General Manager if the grievance involves the Department Manager). Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (2) An alleged offender shall be given notice of the substance of such a complaint under the Article and shall be entitled to attend, participate in, and be represented at any hearing under this Article. Should it be deemed that a hearing is required, the alleged offender shall be given a copy of all complaints and statements, only after the alleged offender has submitted a full statement of her own.
- (3) The Employer designate and a Union representative shall investigate the complaint and shall submit reports to the appropriate Manager as per Article 8.01(c)(1) in writing within fifteen (15) days of receipt of the complaint. The Manager shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. In circumstances where the Manager requires an extended period in which to resolve the complaint, for example, if a key person is away on leave, the Manager will advise the employee making the complaint of this delay in writing, giving details of the time extension required.
- (4) Pending determination of the complaint, the Manager may take interim measures to separate the employees concerned if deemed necessary.
- (5) Following determination of the complaint, in cases where harassment may result in the transfer of an employee, every reasonable effort will be made to relocate the harasser, except that the harassee may be transferred with her written consent.
- (6) Where both Parties to the proceeding are satisfied with the Manager's decision, the procedure shall be at an end and not subject to further proceedings or the grievance procedure. Where either Party to the proceeding is not satisfied with the Manager's response, the complaint will, within thirty (30) days, be put before a mutually agreed upon Mediator/Arbitrator who specializes in cases of harassment or sexual harassment.

The Mediator/Arbitrator shall have the right to:

- (i) Dismiss the complaint;
- (ii) Determine the appropriate level of discipline to be applied to the offender, and
- (iii) Make further recommendations as is necessary to provide a final and conclusive settlement of the complaint.

ARTICLE 9 – PROBATIONARY PERIOD

- 9.01 (a) A newly hired regular or temporary employee shall serve a probationary period of four hundred and eighty-seven point five (487.5) hours worked.
- (b) The probationary period may be extended for a maximum period of one hundred and seventy (170) hours worked, subject to mutual agreement by the Employer, Union and employee.
- (c) If a new regular or temporary employee is unsuitable in the opinion of the Employer, such employee may be terminated at any time during the probationary period without:
- (i) Notice; or
 - (ii) Pay (except as may be required by the provisions of the Alberta Employment Standards Code), and
 - (iii) Shall not have recourse to the grievance procedure with respect to such termination.
- 9.02 The Employer shall provide an adequate (of at least two generic and two specific) orientation for all new employees. The orientation will include the review of policies and procedures, and an on-the-floor orientation where the employee will be expected to perform duties.
- 9.03 The Employer shall provide a performance review, in writing, of each probationary Employee at least once during her probationary period.
- 9.04 A representative of the Union shall be notified of employee generic orientations and have the right to make a presentation of up to fifteen (15) minutes at the orientation of new employees.

ARTICLE 10 – SENIORITY

- 10.01 (a) An employee's "seniority date" shall be the date on which a regular or temporary employee last commenced employment with the Employer in the bargaining unit, which is uninterrupted by any occurrence outlined in Article 10.03 below. Therefore, in accordance with the provisions of Article 30.01, a casual employee shall not be entitled to seniority; however, the seniority of a regular or temporary employee will include prior uninterrupted service as a casual employee.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the date established pursuant to Article 10.01(a).

10.02 Seniority shall have application to:

There shall be two (2) types of seniority, namely Company and Department.

Company seniority means length of an employee's service with the Company since her last hiring at River Ridge Seniors Village Partnership.

Department seniority shall mean length of an employee's service within a department.

Department seniority will be used for progression within a department, and for reduction in staff from a department.

Entry from one department to another, and all other issues guided by seniority or service will be by length of time with the Company, namely Company seniority.

- (a) Preference of vacation time in accordance with Article 21 (late applications shall not be given any seniority status at any time);
- (b) Transfers and in filling vacancies within the bargaining unit in accordance with the provisions specified in Article 11;
- (c) Layoffs, displacement of less senior Employees, and recalls, in accordance with the provisions specified in Article 31;
- (d) Preference for shift schedules in accordance with the provisions specified in Article 11; and
- (e) Preference for assignment of temporary available shifts.
- (f) Temporary shift pattern re-assignment in accordance with Article 14.03.
- 10.03 Seniority shall be considered broken, and all rights forfeited, and there shall be no obligation to re-hire:
- (a) When the employment relationship is terminated by either the Employer or the employee;

- (b) Upon the expiry of twenty-four (24) months following lay-off during which time the Employee has not been recalled to work;
- (c) If an employee does not return to work upon recall, as provided in Article 31.04;
- (d) If an employee does not return from a leave of absence as scheduled except for reasons acceptable to the Employer.

10.04 Within one (1) month of the signing date of this Collective Agreement, and every three (3) months thereafter, the Employer shall provide to the Chairperson of the Union at the Facility, a seniority list containing the name and date of hire, classification and full time equivalent of each regular and temporary employee in chronological order. The current seniority list shall also be posted on the bulletin board. The Union shall have one (1) month in which to take issue with any changed seniority dates, or the seniority date for any employee added to the seniority list, otherwise the date for each employee identified on the seniority list shall stand. The employee shall go through the Union for any issue regarding seniority dates who will in turn present the issue to the Employer.

10.05 Should a difference arise regarding an employee's seniority, the Employer will provide the Union with the information necessary to establish accurate seniority.

ARTICLE 11 – APPOINTMENTS AND TRANSFERS

11.01 (a) The Employer shall post within the facility, notices of vacancies within thirty (30) calendar days of the position becoming vacant, for full-time, part-time and temporary positions covered by this Collective Agreement, not less than eight (8) calendar days in advance of making an appointment.

Notwithstanding 11.01 above, the Employer may, with the agreement of the Union, waive the posting process for the purpose of experimentation with shifts and shift patterns, with the intention of providing improved service to the resident(s). It is understood the trial or experimentation cannot exceed one (1) rotation of the shift schedule.

- (b) The posting shall indicate the job title, full-time equivalency, or temporary or casual status as appropriate, and any essential qualifications required. In the case of a rotating schedule, a copy of that schedule will also be added to the posting for informational purposes.
- (c) Copies of such notices of vacancies shall be forwarded to the Union Chairperson at the facility.
- (d) All appointments and transfers shall be filled by the successful candidate within twenty-eight (28) calendar days of the closing of the posting.

11.02 Applications for vacancies or transfer shall be made in writing to such officer of the facility as the Employer may designate.

11.03 When circumstances require that the Employer fill a vacancy before the completion of the posting and selection process, any appointment shall be made on a temporary or casual basis only. The Employer will continue to fill the vacancy through the Part-time Availability Roster, or the casual list.

11.04 (a) When making transfers and filling vacant positions covered by this Collective Agreement, the Employer shall apply a consistent selection process. The determining factors shall be the most requisite job-related skills, training, knowledge and other qualities, and characteristics which bear a reasonable relationship to the responsibilities and requirements of the position, and where these factors are relatively equal, seniority shall be the deciding factor.

(b) When an employee transfers or fills a vacant position under the terms of this Collective Agreement, she shall be permitted to return to her former position within one (1) rotation worked in the new position. The employee's former position will be filled through the Availability Calendar or casuals for the one (1) rotation trial period.

Should the employee return to her former position within the trial period above, the Employer will return to the original list of candidates for this posting, and select the next person who would be the successful candidate.

If at any time during the trial period, the Employer determines that an employee is having difficulty with the duties of the new position, the parties will discuss how to meet the needs of the employee, and will make every effort in assisting the employee to succeed in the new position. The trial period may be extended by one (1) additional rotation for evaluation and extra training. Should the Employer establish after a reasonable effort is made that the employee is not suitable, she shall be returned to her former position.

11.05 (a) The name of the successful candidate for transfer shall be posted for seven (7) calendar days within the facility.

(b) If an unsuccessful employee believes that she should have been selected to a position pursuant to the provisions of this Article, such employee is encouraged to meet and discuss the reasons for such decisions with her immediate supervisor. The employee should be accompanied by a shop steward unless the employee chooses otherwise.

11.06 (a) A temporary position is a vacancy resulting from either the creation of a specific job of more than three (3) months but less than one (1) year; or a leave of absence granted for a period known to be longer than three (3) months, and shall be posted pursuant to Article 11.01.

- (b) (i) Where a vacancy for a temporary position has been filled by the appointment of a regular full-time or part-time employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, she shall be reinstated or placed in accordance with Article 11.06. A regular employee achieving a temporary position shall maintain her status as a regular employee.
 - (ii) Where a vacancy for a temporary position has been filled by the appointment of a casual employee, the casual employee shall change her status to temporary employee and, where, at the completion of the temporary position, she shall be reinstated to casual status.
 - (iii) At the termination of a temporary position, the Employer shall endeavour to reinstate a regular employee in her former position, and if such reinstatement is not possible, place the employee in another suitable regular position within the bargaining unit, and at a rate of pay equivalent to her former position. The reinstatement or placement of an employee in accordance with this provision shall not be construed as a violation of the job posting or scheduling provisions.
- (c) During the term of a temporary position, the incumbent employee shall be eligible to apply on postings in accordance with the following:
- (i) Such employee shall be eligible to apply on postings of vacancies pursuant to Article 11.01 (a).
 - (ii) Such employee shall not be eligible to apply on postings of vacancies pursuant to Article 11.06 (a), unless the position posted commences after the expiry of the term for which she was hired.

ARTICLE 12 – PERFORMANCE REVIEWS

- 12.01 The parties recognize the desirability of an ongoing review system designed to provide effective communications between the Employer and the employee regarding an employee's performance.
- 12.02 (a) A written summary of performance of employees shall be completed no less than once every twelve (12) months.
- (b) Meetings for the purpose of the performance review interview shall be scheduled by the Employer in consultation with the employee. At the interview the employee shall be given a copy of her performance review. The employee shall sign her performance review for the sole purpose of indicating that she is aware of the contents of the performance review and shall have the right to respond, in writing, within seven (7) days of the interview and that her reply shall be attached to her evaluation and placed in her personnel file.

- (c) An employee attending her performance review interview shall not suffer any loss of regular pay.
- 12.03 (a) By written request for an appointment made at least one (1) working day in advance an employee may view her personnel file once each year or when the employee has filed a grievance. An employee may be accompanied by a Union representative when viewing her personnel file.
- (b) An employee may request, in writing, a copy of the contents of her personnel file once in a calendar year or when the employee has filed a grievance.
- 12.04 An employee's performance review shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the employee.

ARTICLE 13 – HOURS OF WORK

- 13.01 Regular hours of work for full-time employees, exclusive of meal periods shall be:
- (a) (i) Seven point five (7.5) hours per day for all employees except LPN's and;
 - (ii) Seven point seven five (7.75) hours per day for LPN's and;
 - (b) (i) Thirty-seven point five (37.5) hours in a work week for all employees except LPN's and;
 - (ii) Thirty-eight point seven five (38.75) hours in a work week for LPN's.
- 13.02 Regular hours of work shall be deemed to:
- (a) Include, as scheduled by the Employer, two (2) paid rest periods of fifteen (15) minutes during each full working shift of 7.5 hours; or
 - (b) Include, as scheduled by the Employer, one (1) paid rest period of fifteen (15) minutes during each half shift of three (3) hours or more; and
 - (c) Exclude, a meal period of thirty (30) minutes to be scheduled by the Employer, during each working day, on which the employee works in excess of four (4) hours.
- 13.03 Unless an employee is directed by the Employer or a person in authority for the shift work through their meal period or rest period, they are then expected to take all their designated breaks. Should an employee be directed to work through her meal period or rest period, she shall be given a full meal period or full rest period later in the shift. Where receiving a meal period or rest period is not possible, she shall be paid for her meal period or rest period at one and one-half times (1 1/2x) her regular rate of pay.

13.04 On the date 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 overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 14 – SHIFTS AND SCHEDULES

14.01 Shift Operation

It is recognized that the Facility operates twenty-four (24) hours per day, seven (7) days per week and three hundred and sixty-five (365) days per year. It follows, therefore, that staffing will be required on all three (3) shifts, (day, evenings and nights). To ensure an appropriate efficient staffing pattern as determined by the Employer, it may be required that employees work on any or all of the three (3) shifts.

14.02 Scheduling of Shifts

- (a) Notwithstanding the provisions of Article 14.01, it is recognized and understood that the preferred shift pattern framework is a combination of not more than two (2) different shifts. The Employer shall make every effort to maintain this pattern of shift scheduling.
- (b) The provisions of Article 14.02(a) shall not be deemed to prevent the Employer from accommodating employee requests for other shift patterns when the existence of a vacancy permits the Employer to do so, subject to the provisions of Article 11, or when other affected employees also request to do so.
- (c) Except in cases of emergency or by mutual agreement between a regular employee and the Employer, shift schedules shall:
 - (i) Provide for at least fifteen and one-half (15-1/2) hours off-duty between shifts;
 - (a) Provide for at least ten (10) hours off duty between shifts for Food Services and Recreation only.
 - (ii) Provide for at least two consecutive days of rest, except that twice in a two (2) week cycle, there may be a single day of rest which may be followed by not more than six (6) consecutive working days.
 - (iii) Use its best effort to provide days of rest on at least two (2) weekends in a four (4) week period, and shall, at a minimum, provide for days of rest on at least one (1) weekend in a four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;

- (iv) Provide for not more than six (6) consecutive scheduled days of work;
 - (v) Not provide for more than two different shift starting times between scheduled days off. If an employee is required by the employer to change shifts without receiving fifteen and one-half (15-1/2) hours off duty, she shall be entitled to premium pay at time and one-half (1 1/2x) her basic rate of pay for that shift. This section does not apply to cases where Article 14.04 (c) has been applied in altering a shift schedule.
- (d) Optional scheduling provisions may be mutually agreed in writing between the employer and the Union.

14.03 **Temporary Shift Pattern Reassignment**

- (a) The Employer may temporarily change an employee's shift pattern on giving at least fourteen (14) calendar days notice, in the circumstances outlined below:
- (i) To ensure that employees have access to in-service programs; or
 - (ii) In the event of absences for any reason, where any one such absence exceeds fourteen (14) calendar days; or
 - (iii) To develop or maintain proficiency or knowledge as may be required; or
 - (iv) Where it is considered necessary to place an employee on the day shift to monitor or supervise performance and/or behaviour; or
 - (v) Where it is considered desirable to change an employee's shift due to the health of the employee.

In the event of an unforeseen emergency, however, the fourteen (14) day notice shall not apply.

- (b) It is recognized that the Employer may require another employee in the same classification to change or exchange shifts for a period not to exceed fourteen (14) calendar days due to a full-time employee having a temporary shift change pursuant to Article 14.03 (a). Unless otherwise provided in Article 14.03 (c), in such circumstances the affected Employee(s) will be selected based upon the following criteria:
- (i) Unless another full-time employee volunteers to make the exchange, the least senior full-time employee on the applicable shift shall be required to make the change; and
 - (ii) Where no other full-time employee exists on the applicable shifts, the Employer shall select the part-time employees to be affected by attempting to minimize the amount of operational disruption and to least negatively affect more senior part-time employees, and

- (iii) Unless otherwise agreed between the Employer and the employee, following the completion of the reassignment period or following fourteen (14) calendar days, whichever is the lesser, the employee(s) shall be returned to their shift(s).
 - (iv) Should the need as outlined in Article 14.03 (a) continue to exist beyond fourteen (14) calendar days, the process outlined in (i) and (ii) above may be repeated and repeated until the need has ceased to exist.
- (c) In the event that an employee has had her shift changed pursuant to Article 14.03 (b) above within the preceding six (6) months, such employee shall be the last employee subject to a shift change pursuant to Article 14.03 (b), unless the employee requests otherwise.

14.04 **Schedule Posting and Schedule Changes**

- (a) Shift schedules shall be posted six (6) weeks in advance subject to such changes as arise from application of Articles 14.02 (b) or 14.03.
- (b) If the Employer changes an employee's scheduled days off, the employee shall be paid at the rate of one and one-half times (1 1/2x) her basic rate of pay for all hours worked on what would otherwise have been her off-duty days, unless fourteen (14) days notice of such change has been given or unless the employee has agreed to this change.
- (c) If the Employer changes an employee's scheduled shift, but not her scheduled days off, she shall be paid at one and one-half times (1 1/2x) her basic rate of pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) days notice of such change has been given or unless the employee has agreed to this change.
- (d) Prior to the implementation, new rotations will be reviewed in advance at Labour Management Meetings. All schedules/rotations will be posted in a designated location for all employees to see.

14.05 **Shift Exchanges**

- (a) Employees may exchange shifts among themselves, provided that:
 - (i) The exchange is agreed to, in writing, between the affected Employees; and
 - (ii) Prior approval of such exchange has been given by the Department Manager or On-Call Manager;
 - (iii) Where such a request is made in writing, the Employer's reply shall also be in writing.

- (iv) The Employer will incur no additional cost as a result of the shift change.
- (b) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.

14.06 **Reporting Pay**

In the event that an employee reports for work as scheduled, and is directed by the Employer to leave, the employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours' pay at the employee's basic rate of pay including time worked, except where the Employee is asked to leave due to illness.

- 14.07 A copy of all employee shift schedules shall be available to the Union Chairperson at the facility.

ARTICLE 15 – OVERTIME

- 15.01 For all employees except LPN's, overtime is all hours worked by an employee, authorized by the Employer, in excess of seven point five (7.5) hours per day, or for work performed on scheduled days of rest.

For LPN's, overtime is all hours worked by an employee, authorized by the Employer, in excess of seven point seven five (7.75) hours per day, or for work performed on scheduled days of rest.

- 15.02 The overtime rate of one and one-half (1 1/2x) times the basic rate of pay shall be paid for all approved overtime.

ARTICLE 16 – SALARIES

16.01 **Application of Salaries Schedule**

- (a) The basic rates of pay as set out in the Salaries Schedule shall be applicable to all employees covered under this Collective Agreement.
- (b) Unless otherwise changed by the operation of this Collective Agreement, the basic rates of pay shall be as follows:
 - (i) Full-time employees shall be entitled to advance to the next higher step in the salary schedule on the successful completion of one (1) year of continuous full-time employment.
 - (ii) Part-time employees shall be entitled to advance to the next higher step in the salary schedule upon completion of one thousand nine hundred and fifty hours (1950) hours worked.

A part-time employee shall be entitled to request and receive a summary of hours accrued towards her next increment once each fiscal year.

- (iii) When a staff member moves from a casual or part-time position, she shall carry her hours worked with her to have them placed in the proper increment. If she is moving into a full-time position, and the hours worked are less than 1950, she is to move forward to the next increment once the 1950 hours are reached. That date of movement to the next increment will then become her anniversary date for further movement to the next increments.
 - (iv) An employee who is temporarily transferred by the Employer to perform the duties of a lower paying classification will receive her basic rate of pay for her posted position, while performing the duties of the lower job classification. Should an employee be required to perform the duties of a higher paying classification, she will receive the higher rate of pay while performing the duties of the higher paid job classification.
- (c) For the purpose of establishing the basic rate of pay for LPN's, the Employer shall recognize established previous experience to the extent that one step on the Salaries Schedule shall be granted for each year of established prior experience.

In evaluating the previous prior experience, all hours worked in the profession will be considered. Employees who are working part time or casual hours will have that time prorated to a full time equivalent.

16.02 **Change in Job Content**

In the event that the Employer significantly changes the primary functions of a Job Classification and the Union believes that a new classification within the scope of the bargaining unit has been created, the following shall occur:

- (a) Within thirty (30) days of the date of the change, the Union shall notify the Employer, in writing, of its belief that a new classification within the bargaining unit has been created.
- (b) The Employer and Union shall endeavour to resolve the matter. If the Employer and Union cannot reach agreement, the Union shall have thirty (30) calendar days from the date the Union provided notice to the Employer pursuant to Article 16.02 (a), to advance the question of whether a significant change in primary functions has occurred and a new classification in the bargaining unit has been created. If an Arbitrator determines that a new classification exists, the Arbitrator will refer the matter of Basic Rate of Pay to the parties pursuant to Article 16.03 (b).
- (c) If the parties agree that a new classification has been created, the provisions of Article 16.03 shall apply.
- (d) The time limits may be extended by mutual agreement in writing.

16.03 **Creation of a New Classification**

- (a) Should the Employer find it necessary to create a new classification during the term of this Collective Agreement, the new classification will be included within the scope of this Collective Agreement provided that:
 - (i) The parties to this Collective Agreement mutually agree that the classification is within the scope of this Collective Agreement, or failing that;
 - (ii) The Labour Relations Board rules that the new classification is within the scope of this Collective Agreement.
- (b) If a new classification is created under Article 16.03(a) above, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay rate with the Union. Failing agreement, the parties will submit the question directly to Arbitration for settlement. The resulting pay rate shall be implemented retroactively to the date the new classification was established.

16.04 **Attendance at Meetings and Special Events**

Regular employees required by the Employer to attend mandatory in-service education, staff meetings, disaster plan exercises, and committee meetings shall be recognized as being on duty under the terms of this Collective Agreement, and an employee attending such shall be paid at the applicable rate of pay. The Employer shall pay these course registration costs.

Regular employees required by the Employer to attend mandatory in-service education, staff meetings, disaster plan exercises, and committee meetings shall be recognized as being on duty under the terms of this Collective Agreement, and an employee attending such shall be paid at the basic rate of pay for up to one (1) hour, after which the overtime provisions will apply.

16.05 **Direct Deposit**

The employee's pay stub is to include year-to-date totals for accrued annual vacation, hours of work, and sick time, as well as the accumulation of Named Holidays and Lieu days.

Where it is determined that errors have occurred in an employee's pay, through no fault of the employee, the affected employee will be reimbursed within three (3) business days. The reimbursement will be on a separate pay cheque. The separate pay will include the details of the corrections made. Where the employee has contributed to a time keeping error which results in errors in the employee's pay, she will be reimbursed at the next regular pay.

16.06 **In-Charge Pay**

Where there is no RN on site, and an LPN is in charge of the facility, the LPN shall receive two dollars (\$2.00) per hour in-charge premium.

- 16.07 For the purpose of establishing the basic rate of pay for new employees (excluding LPN's), the Employer shall recognize established previous experience to the extent that the one Step on the Salaries Schedule shall be granted for three (3) or more years, and two (2) Steps on the Salaries Schedule shall be granted for six (6) or more years established prior experience.

ARTICLE 17 – NO PYRAMIDING

- 17.01 There shall be no pyramiding of benefits, premiums, or other allowances, except as otherwise provided in this Collective Agreement.

ARTICLE 18 – WEEKEND PREMIUM AND SHIFT DIFFERENTIAL

- 18.01 Upon ratification, a weekend premium of two dollars and twenty-five cents (\$2.25) per hour; and effective April 1st, 2016, a weekend premium of two dollars and fifty cents (\$2.50) per hour shall be paid to an employee for all hours worked between twenty-three hundred (2300) hours on Friday and twenty-three hundred (2300) hours on Sunday. Such premium pay shall not be considered as part of the Employee's basic rate of pay.
- 18.02 Upon ratification, a shift differential of two dollars (\$2.00) per hour; effective April 1st, 2016, a shift differential of two dollars, twenty-five cents (\$2.25) per hour shall be paid in addition to weekend premium, if applicable, to an employee working on a shift where the hours of such shift fall within the period of twenty-three hundred (2300) hours and zero seven hundred (0700) hours. Shift differential payment shall not be considered as part of the employee's basic rate of pay.
- 18.03 Upon ratification, a shift differential of fifty cents (\$0.50) per hour and effective April 1st, 2015, a shift differential of seventy-five cents (\$0.75) and effective April 1st, 2016, a shift differential of one dollar (\$1.00) per hour shall be paid in addition to the weekend premium, if applicable, to an employee working on a shift where the hours of such shift fall within the period of fifteen hundred (1500) hours and twenty-three hundred (2300) hours. Shift differential shall not be considered part of the Employee's basic rate of pay.

ARTICLE 19 – TRANSPORTATION

- 19.01 An employee who is required to accompany a resident to another facility for medical reasons shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses.
- 19.02 The Employer will allow employees to have a reasonable extension to their breaks in particularly cold weather where the temperature falls below minus fifteen degrees Celsius (-15°C), including wind chill factor, to enable them to run their car engines.

ARTICLE 20 – NAMED HOLIDAYS FOR FULL-TIME EMPLOYEES

20.01 Regular full-time employees shall be entitled to a day off with pay on or for the following Named Holidays:

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

And all general holidays proclaimed to be a statutory holiday by any of the following:

- (a) The Province of Alberta; or
- (b) The Government of Canada.

20.02 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.
- (c) 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 for any reason in excess of thirty (30) calendar days.

An employee shall not be entitled to:

- (i) A day off with pay, or
- (ii) Payment in lieu thereof, for the aforementioned named holidays.

20.03 An employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on such Named Holiday at one and one-half (1 1/2) times her basic rate of pay plus:

- (a) An alternate day off at a mutually agreed time; or
 - (b) Failing mutual agreement within thirty (30) calendar days following the Named Holiday, the employee shall receive pay for such day at her basic rate of pay.
- 20.04 When a Named Holiday falls on a day that would otherwise be an employee's regular scheduled day of rest, the employee shall receive her basic rate of pay for that day or an alternate day off.
- 20.05 When a named holiday falls within an Employee's vacation, the employee will be entitled to an additional day in lieu thereof. The additional day shall be added to the employee's vacation period, and the employee shall be paid at the basic rate of pay.
- 20.06 Upon receiving a request from an employee, where possible, the employee shall be given either Christmas Eve and Christmas Day or New Year's Eve and New Year's Day off.

ARTICLE 21 – ANNUAL VACATION

21.01 Definition

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation year" means the twelve month period commencing on the first day of January in each calendar year and concluding on the last day of December of the same calendar year.

21.02 Vacation Entitlement

- (a) During each year of continuous employment with the Employer, a full-time employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year.

Where an employee works less than a full calendar year preceding the vacation year, she shall earn one (1) day of vacation for each full calendar month earned, to a maximum of ten (10) working days.

- (i) During the first five (5) years of continuous employment an employee earns a vacation of fifteen (15) working days with pay or six percent (6%) of the current year's gross earnings, whichever is greater.
- (ii) During the sixth (6th) to fourteenth (14th) years of continuous employment an employee earns a vacation of twenty (20) working days with pay or at eight percent (8%) of the current year's gross earnings, whichever is greater.

- (iii) During the fifteenth (15th) year or more of continuous employment an employee earns a vacation of twenty-five (25) working days with pay or at ten (10%) percent of the current year's gross earnings, whichever is greater.
- (iv) Vacation pay will be paid out on each pay period for part-time employees who have a full-time equivalency of point three (.3) or less, casual employees and temporary employees.

21.03 **Cessation of Vacation Accrual**

- (a) Notwithstanding Article 21.02 above, accrual of vacation entitlement will cease during a period of employee absence in excess of thirty (30) calendar days, for any or a combination of the following reasons:
 - (i) Illness or injury, unless in receipt of sick leave with pay pursuant to Article 24;
 - (ii) Layoff;
 - (iii) Leaves of absence without pay, except for a leave of absence for Union business.
- (b) Vacation benefits will accrue during the remainder of the vacation year, proportionate to the period worked.

21.04 **Time of Vacation**

- (a) The Employer shall post the vacation schedule planner by January 15th of each year. Where an employee submits her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request, in writing by April 30th of the same year. Where the number of employees indicating a preference for a specific period exceeds the number of employees, as determined by the Employer, that can be allocated vacation during that period, seniority shall be the deciding factor. Request for vacation shall not be unreasonably denied.
- (b) For vacation requests submitted after April 30th, the Employer shall indicate approval or disapproval within fourteen (14) days. Vacation requests shall not be unreasonably denied.
- (c) A vacation period may be divided by mutual agreement between the employee and the Employer.

- (d) Once a vacation period is scheduled and approved, it shall not be changed while the employee remains in the same position and unit unless mutually agreed by the Employer and the employee. For the purposes of this clause, a vacation period is a period of time away from the workplace in calendar days. This clause is intended solely to ensure that rescheduling of vacation does not cause inconvenience to the Employer or the employee. Therefore, this clause shall not restrict the application of any other provisions of the Collective Agreement (example: making changes to the shift schedule), nor shall it serve to increase the employee's entitlement to vacation with pay.
- (e) Vacation time not taken during a vacation year shall carry forward to the next vacation year. The vacation carry forward shall not exceed two (2) weeks of vacation time.

ARTICLE 22 – EMPLOYEE BENEFITS

- 22.01 The Employer shall take steps to contract for and implement the following group plans:
- (a) A health plan which provides eighty percent (80%) drug and vision care coverage with direct billing cards.
 - (b) A Dental Plan which provides for the reimbursement of eighty percent (80%) of eligible basic services; fifty percent (50%) of all eligible extensive services; and fifty percent (50%) of eligible orthodontic services in accordance with the current Alberta Fee Guide (or equivalent). Upon ratification a maximum annual reimbursement of two thousand, five hundred dollars (\$2500.00) per insured person per benefit year shall apply to basic and extensive services. Orthodontic services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1500.00) per insured person.
 - (c) Alberta Health Care Insurance Plan.
 - (d) Group Life Insurance shall be \$35,000.
 - (e) Accidental Death and Dismemberment shall be \$35,000.
- 22.02 Where the benefits specified above are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plans.
- 22.03 The premium costs of the above plans listed in Article 22.01 shall be shared seventy-five percent (75%) by the Employer, and twenty-five percent (25%) by the employee.
- 22.04 The Employer shall distribute brochures and other relevant information concerning the above plans to employees at the time of hire and when changes to the plans occur.
- 22.05 The Employer shall provide one copy of each of the plans to the Union.

22.06 Such coverage shall be provided to regular full-time employees and part-time employees with a full-time equivalency of point five (0.5) or more after the completion of the probationary period.

ARTICLE 23 – PENSION PLAN

23.01 The Employer shall provide a Defined Contribution Pension Plan to provide benefits for employees.

23.02 Twice per month the employee and Employer shall make matching contributions to the Pension Plan of three percent (3%) of the employee's basic rate of pay. These contributions shall also be remitted twice monthly.

23.03 The Employer shall distribute brochures and other relevant material outlining the Plan to eligible employees at the time of hire and when there are changes to the Plan.

23.04 Such Pension Plan shall be provided to regular full-time employees and part-time employees with a full-time equivalency of point five (0.5) or more after the completion of the probationary period.

ARTICLE 24 – SICK LEAVE

24.01 Application of Sick Leave

- (a) The Employer provides sick leave for absences due to illness, medical appointments, quarantine by a medical officer of health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) 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.

24.02 Accrual of Sick Leave Credits

- (a) After a regular or temporary employee has completed her probation period, she shall be allowed a credit for sick leave computed from the date she last commenced employment as a regular or temporary full-time employee at the rate of one (1) working day for each full month of employment up to a maximum credit of one hundred and twenty (120) working days. Sick days accrued as of June 30th, 2005 shall continue in the employee's accrual bank.
- (b) When an employee has accrued the maximum sick leave credits of one hundred and twenty (120) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time, she shall recommence accumulating sick leave credits.

24.03 **Cessation of Sick Leave Credit Accrual**

- (a) Sick leave credits shall not accrue during a period of employee absence in excess of thirty (30) calendar days for any or a combination of the following reasons:
 - (i) Illness or injury;
 - (ii) Layoff;
 - (iii) Leaves of absence without pay, except for a leave of absence for Union business.

24.04 **Illness Reporting**

Employees reporting sick shall advise the Employer four (4) hours in advance, or as soon thereafter as reasonably possible, and regularly thereafter as required by the Employer.

24.05 **Sick Leave Pay Entitlement**

- (a) An employee shall not be entitled to apply sick leave credits prior to the completion of her probationary period since she last commenced employment as a regular or temporary employee.
- (b) An employee granted sick leave shall be paid for the period of such leave at her basic rate of pay, and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the employee's accumulated credits at the time the sick leave commenced.
- (c) Employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational accident or quarantine. Where the Employer requires an employee to obtain a doctor's certificate, the cost of which, if any, shall be paid by the Employer to the physician involved or reimbursed directly to the employee. Payment of sick leave benefits shall not be affected until required substantiation has been supplied.
- (d) No sick leave shall be granted for any illness or injury, which is incurred once an employee commences her vacation. In this event, the employee will be receiving vacation pay. Notwithstanding the foregoing, should an employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" contiguous to or during the course of her vacation, she shall be considered to be on sick leave for the period of the stay in the hospital, subject to the provisions of Article 24.05(b). Vacation time not taken as a result of such stay in the hospital shall be taken at a mutually agreeable later date.
- (e) Sick leave may not be paid on the scheduled day before or the day after shift exchanges.

- (f) Sick leave shall not be granted for absence due to any elective procedure, unless deemed by the physician to be necessary, and adequate notice must be given to the Employer.

24.06 Medical and Dental Appointments

If an employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, such absence shall be charged against her accumulated sick leave credits. Such time off shall be by prior agreement with the Employer. The Employer will not withhold such an agreement unreasonably. Employees are expected, wherever possible, to make such appointments for their off duty time. Employees may be required to submit satisfactory proof of such appointment.

24.07 Request For Sick Credit Balance

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.

24.08 Status When Sick Bank Exhausted

- (a) If an employee has exhausted her sick leave credits during the course of an illness, and the illness continues, she shall be deemed to be on leave of absence without pay. The benefits will be maintained as outlined in Article 22 for the duration of the illness, or as provided below. The employee shall keep the Employer advised as to when she may be expected back to work, and shall provide the Employer with one (1) week's written notice of her readiness to return to work. The Employer shall then reinstate the employee in the same position held by her immediately prior to the illness with the remaining benefits that accrued to her prior to the illness. At the expiration of twenty-four (24) months from the last day of paid sick leave, an employee who is not capable of returning to work pursuant to this Article shall be considered to have terminated her employment with the Employer.
- (b) The reinstatement of an employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 11 and 14.

ARTICLE 25 – WORKERS' COMPENSATION

25.01 Each accident or injury incurred on duty must be reported to the Employer.

25.02 Employees shall be covered by the Workers' Compensation Act and Regulations thereunder. An employee who is unable to work as a result of a disability incurred while on duty in the service of the Employer, and who qualifies for benefits pursuant to the Workers' Compensation Act, will receive compensation benefits directly from the Workers' Compensation Board.

- 25.03 An employee who has been on Workers' Compensation, 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 two (2) weeks written notice of her readiness to return to work. The Employer shall then reinstate the employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability. In circumstances where the employee is fit to return and the Employer can make the employee's position available before the two weeks' notice has expired, then the employee shall return to work at that time.
- 25.04 At the expiration of twenty-four (24) months from the first day of absence as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, an employee who is not capable of returning to work shall be considered to have terminated her employment relationship with the Employer.
- 25.05 For the purpose of determining salary increments, a regular employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.
- 25.06 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 Articles 11 and 14.
- 25.07 Employees who are in receipt of Workers' Compensation shall not be entitled to named holidays, and shall cease to accrue vacation and sick leave credits if such absence due to disability exceeds thirty (30) calendar days.

ARTICLE 26 – LEAVES OF ABSENCE

26.01 General Leaves

- (a) Leave of absence without pay may be granted to an employee. The employee shall not work for gain during the period of leave of absence except with the express prior written consent of the Employer via the Department Manager. An employee's seniority dates will not be altered for leaves of absence of thirty (30) days or less, unless otherwise specified in this Article.
- (b) Requests for a leave of absence, without pay will, where possible, be made in writing to the Department Manager four (4) weeks in advance except that in extenuating circumstances, the time factor may be waived or reduced. The granting of leaves of absence is subject to the approval of the Employer; however, the Employer shall not unreasonably deny leave of absence requests. Except in exceptional circumstances, the Department Manager will reply in writing to a request for leave of absence within five (5) days of receipt of the request.
- (c) Except as provided in Article 26.01 (d) where an employee is granted a leave of absence of more than thirty (30) calendar days duration, and that employee is covered by any or all of the plans specified in Article 22, the employee may, subject to the insurer's requirements, make prior arrangements for the prepayment of the full premiums for the applicable plans.

- (d) For the portion of maternity leave during which an employee has a valid health-related reason for being absent from work, and who is in receipt of sick leave, benefit premium payments shall be administered in the same fashion as an employee absent due to illness.
- (e) With the exception of a leave of absence for Union business, in the case of a leave of absence in excess of thirty (30) calendar days, employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds thirty (30) calendar days.
- (f) Where an employee is elected or appointed to represent the Union at conventions, workshops, institutions, seminars, to attend meetings as a member of the Union's Local Executive Board, negotiations or arbitrations with the Employer, such leave shall be applied for, in writing, to the General Manager, and shall not be unreasonably denied.
- (g) **Negotiating Committee**

The Employer will pay a member of the Union Negotiating Committee (maximum four (4) members) at her basic rate of pay for the hours she was regularly scheduled to work, for each day the Committee member meets with the Employer to negotiate the Collective Bargaining Agreement.
- (h) One employee who is elected to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a maximum period of two (2) years. Such leave of absence shall be renewable for a further term upon request. If it is permissible under the Pension and Group Life Plan and any other welfare plans, the employee shall have the right to pay the full costs including the Facility's share, during the period of such leave of absence.

26.02 **Maternity Leave**

- (a) An employee who has completed nine (9) months' continuous employment shall, upon her written request, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery, or such shorter period as may be mutually agreed upon between the Employer and employee, provided, however, that where in the opinion of the Employer her ability to carry out her normal work assignment becomes limited, she may be placed on maternity leave earlier. Where possible, the employee shall advise the Employer of her intended commencement date of maternity leave fourteen (14) calendar days in advance, but in any event, shall give the Employer an estimated commencement date no later than six (6) weeks prior to the estimated date of delivery. Such leave shall not exceed eighteen (18) months beyond the date of delivery. Maternity leave shall be without pay except for the portion of maternity leave during which the employee has a valid health-related reason for being absent from work, and is also in receipt of sick leave or E.I. benefits. The benefits outlined in Article 22

will be maintained, provided the employee pays her portion of the benefit premium.

- (b) An employee on such leave shall provide the Employer with four (4) weeks' notice of readiness to return to work, following which the Employer will reinstate her in the same position held by her immediately prior to taking leave, and at the same step in the pay scale, or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.

26.03 **Paternity Leave**

- (a) A father-to-be who has completed nine (9) months continuous employment shall, upon his written request, be granted an unpaid leave to commence fourteen (14) days prior to the delivery or such longer period as may be mutually agreed between the employee and the Employer. Such leave shall be without pay and benefits and shall not exceed thirty-seven (37) weeks.
- (b) An employee on such leave shall provide the Employer with four (4) weeks' notice of readiness to return to work, following which the Employer will reinstate him in the same position held by him immediately prior to taking leave, and at the same step in the pay scale, or provide him with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrue to him up to the date he commenced leave.

26.04 **Adoption Leave**

- (a) An employee who has completed nine (9) months' continuous employment with the Employer shall upon her written request, be granted leave without pay for up to thirty-seven (37) weeks as necessary for the purpose of adopting a child.
- (b) The employee may commence adoption leave upon one day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An employee on such leave shall provide the Employer with four (4) weeks' notice of readiness to return to work, following which the Employer will reinstate her in the same position held by her immediately prior to taking leave, and at the same step in the pay scale, or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.

26.05 **Court Appearance**

An employee required by law to appear in court as a member of a jury or as a witness in matters arising out of her employment with the Employer, shall be paid the difference between the pay received from such court service and pay the employee would have normally received if she had been working, based on her basic rate of pay. The employee will report to work during those hours that she is not required to attend court, if it is reasonable to do so.

26.06 **Bereavement Leave**

- (a) Bereavement leave of three (3) working days without loss of income shall be granted in the event of death of a member of the employee's immediate family, i.e. children, parents, brothers, sisters, spouse (including common-law spouse), grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, fiancée, or guardian. Step-parent, step-children, step-brother and step-sister shall be considered as members of the employee's immediate family. Such days may be taken only in the period which extends from the date of death to the date following interment. Bereavement leave will not include normal days off and/or vacation.

Upon verification that an employee must travel a distance beyond three hundred kilometres, she will receive an additional two (2) days with pay to attend the funeral and or for funeral arrangements.

- (b) The employee shall be paid for her scheduled hours at her basic rate of pay, provided that she is not otherwise entitled to payment for a named holiday.
- (c) In the event of death of a member of the employee's immediate family, as defined in Article 26.06(a), while an employee is on a scheduled vacation, the employee will be entitled to bereavement leave in accordance with Article 26.06(a), and the employee may reschedule their vacation days interrupted by the bereavement in accordance with Article 21.04.
- (d) Bereavement leave without pay, as may be appropriate, may be granted at the discretion of the General Manager upon request in the event of death of other relatives or close friends. Such approval will not be unreasonably withheld.

26.07 **Special Leave**

If an employee is unable to report to work as a result of illness in the immediate family requiring the employee's personal attention, she shall inform the Employer of such, with as much advance notice as possible, and at the employee's option, she shall use either a vacation day, a sick day with pay or an unpaid leave of absence for the hours not worked. An employee shall be entitled to take three (3) working days of special leave in a calendar year. The employee may be required to submit satisfactory proof of illness. For the purpose of this Article, immediate family is defined as spouse, children and parents.

26.08 **Compassion Care Leave**

The Employer shall grant up to eight (8) weeks leave of absence without pay to an employee for the care of a gravely ill or dying family member subject to the terms and conditions as stated in the Employment Insurance Act. This compassionate care leave can be taken by an employee in blocks as small as one (1) week at a time within a twenty-six (26) week period. The employee shall apply in writing to the General Manager for such leave.

26.09 The Employer recognizes that employees may face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

Workers experiencing domestic violence will be able to access up to five (5) days of paid leave (utilizing their sick leave or vacation) for attendance at medical appointments, legal proceedings, and any other necessary activities.

This will be in conjunction with existing leave entitlements, and may be taken as consecutive or single days, or as a fraction of a day.

Employees who have exhausted their sick leave can utilize their vacation, or will be provided time off without pay.

Employees' and Employer representatives will treat conversation or any exchange of information with the strictest of confidence, and if there is a need to share any information, it will be on a need-to-know basis, to protect confidentiality while ensuring workplace safety.

ARTICLE 27 – IN-SERVICE EDUCATION

27.01 The parties to the Collective Agreement recognize the value of continuing in-service education for employees, and that the responsibility for such continuing education lies with both the Employer and the employee. For the purpose of this Article, the term "in-service" includes orientation, acquisition and maintenance of essential skills and other programs, which may be offered by the Employer.

27.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for employees, and those required to attend shall be paid at the applicable rate of pay.

27.03 **In-Service Education**

Where a course or in-service is either at the request of the Employer, or is a requirement of the Employer with written prior approval, they will be responsible to pay course registration costs. The payment for such course will be on a reimbursement basis upon successful completion.

27.04 **Professional Development Days**

Upon request, LPN's shall be provided three (3) paid professional development days annually related to nursing skills.

ARTICLE 28 – PART-TIME EMPLOYEES

28.01 **Application of Collective Agreement**

All provisions of this Collective Agreement shall apply to part-time employees, except:

Article 13 - Hours of Work

Article 14 - Shifts and Schedules

Article 15 - Overtime

Article 20 - Named Holidays

Article 21 - Annual Vacation

Article 24 - Sick Leave

which are superseded by the following:

28.02 **Hours of Work**

- (1) For all employees except LPN's the regular hours of work for part-time employees shall be up to thirty seven point five (37.5) hours in a work week and the daily hours of work shall be up to seven point five (7.5) hours, exclusive of meal periods.

For LPN's the regular hours of work for part-time employees shall be up to thirty eight point seven five (38.75) hours in a work week and the daily hours of work shall be up to seven point seven five (7.75) hours, exclusive of meal periods.

- (2) Regular hours of work shall be deemed to:
 - (a) Include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes each during each full working shift of seven point five (7.5) hours; or
 - (b) Include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of three (3) hours or more; and
 - (c) Exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the employee works in excess of four (4) hours.

- (3) If an employee is unable to take her meal period or rest period or is recalled to duty during her meal period or rest period, she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for a meal period or rest period, provided the employee has obtained prior approval of the Department Manager, On-Call Manager or Registered Nurse, as follows:
 - (a) For the rest period, at one and one-half times (1 1/2x) her basic rate of pay rather than at straight time; or
 - (b) For a meal period, at one and one-half times (1 1/2x) her basic rate of pay.
- (4) On the date 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 overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one hour in the shift involved shall be affected with the appropriate deduction in regular earnings.

28.03 **Shifts and Schedules**

(1) **Shift Operation**

It is recognized that the Facility operates twenty-four (24) hours per day, seven (7) days per week and three hundred and sixty-five (365) days per year. It follows, that staffing will be required on all three (3) shifts (days, evenings and nights). To ensure an appropriate efficient staffing pattern as determined by the Employer it may be required that employees work on any or all of the three (3) shifts.

(2) **Scheduling of Shifts**

- (a) Notwithstanding the provisions of Article 28.03(1), it is recognized and understood that the preferred shift pattern framework is a combination of not more than two (2) different shifts. The Employer shall endeavour to generally maintain this pattern of shift scheduling unless it is not viable to do so.
- (b) The provision of Article 28.03(2)(a) shall not be deemed to prevent the Employer from accommodating employee requests for other shift patterns when the existence of a vacancy permits the Employer to do so, subject to the provisions of Article 11, or when other affected employees also request to do so.
- (c) Except in cases of emergency or by mutual agreement between a regular employee and the Employer, shift schedules shall:
 - (i) Provide for at least fifteen and one-half (15 1/2) hours off duty between shifts and provide for at least ten (10) hours off duty between shifts for Food Services and Recreation only.

- (ii) Use its best effort to provide days of rest on at least two (2) weekends in a four (4) week period, and shall, at a minimum, provide for days of rest on at least one (1) weekend in a four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of forty-eight (48) hours off duty;
- (iii) Not provide more than six (6) consecutive scheduled days of work;
- (iv) Not provide for more than two (2) different shift starting times between scheduled days off.

If an employee is required by the Employer to change shifts without receiving fifteen and one-half (15 1/2) hours off duty, she shall be entitled to premium pay at one and one-half times (1 1/2x) her basic rate of pay for that shift. This Article does not apply to cases where Article 28.03(5)(b) has been applied in altering a shift schedule.

- (d) Optional scheduling provisions may be mutually agreed in writing between the Employer and the Union.

(3) **Additional Shifts**

- (a) A part-time employee may work additional shifts.
- (b) Where a part-time employee agrees to work additional shifts, she shall be paid her basic rate for such hours, or if applicable, at the overtime rate provided in Article 28.04:
 - (i) For all employees except LPN's the regular hours of work for part-time employees shall be up to thirty seven point five (37.5) hours in a work week and the daily hours of work shall be up to seven point five (7.5) hours, exclusive of meal periods.
 - (ii) For LPN's the regular hours of work for part-time employees shall be up to thirty eight point seven five (38.75) hours in a work week and the daily hours of work shall be up to seven point seven five (7.75) hours, exclusive of meal periods.
- (c) Where the Employer requires a part-time employee to work without her having volunteered or agreed to do so, she shall be paid the overtime rate provided in Article 28.04.
- (d) An effort shall be made by the Employer to ensure fair and equitable distribution of extra shifts through the use of the Availability Calendar. The employee may assist by informing the Employer of their availability.

(4) **Temporary Shift Pattern Reassignment**

- (a) The Employer may temporarily change an employee's shift pattern on giving at least fourteen (14) calendar days notice, in the circumstances outlined below:
- (i) To ensure that employees have access to in-service programs;
 - (ii) In the event of absences for any reason, where any one such absence exceeds fourteen (14) calendar days; or
 - (iii) To develop or maintain proficiency or knowledge as may be required; or
 - (iv) Where it is considered necessary to place an employee on the day shift to monitor or supervise performance and/or behaviour; or
 - (v) Where it is considered desirable to change an employee's shift due to the health of an employee.

In the event of unforeseen emergency, however, the fourteen (14) days notice shall not apply.

- (b) It is recognized that the Employer may require another employee in the same classification to change or exchange shifts for a period not to exceed fourteen (14) calendar days due to a part-time employee having a temporary shift change pursuant to Article 28.03(4)(a). Unless otherwise provided in Article 28.03(4)(c), in such circumstances the affected employee(s) will be selected based upon the following criteria:
- (i) Unless another part-time employee volunteers to make the exchange, the least senior part-time employee on the applicable shift who works equivalent hours, shall be required to make the change, and
 - (ii) Where no part-time employee works equivalent hours to the employee being reassigned, the Employer shall select the part-time employee(s) to be affected by attempting to minimize the amount of operational disruption, and least negatively affect more senior part-time employees, and
 - (iii) Unless otherwise agreed between the Employer and the employee, following the completion of the reassignment period or following the fourteen (14) calendar days, whichever is the lesser, the employee(s) shall be returned to their former shift(s).

- (iv) Should the need as outlined in Article 29.03(4)(a) continue to exist beyond fourteen (14) calendar days, the process outlined in (i) and (ii) above may be repeated and repeated until the need has ceased to exist.
 - (c) In the event that an employee has had her shift changed pursuant to Article 28.03(4)(b) above within the preceding six (6) months, such employee shall be the last employee subject to a shift change pursuant to Article 28.03(4)(b), unless the employee requests otherwise.
 - (d) Unless otherwise agreed by the Employer and the employee, a part-time employee shall not have the number of hours she was scheduled to work prior to the change, significantly reduced solely due to the application of these provisions.
- (5) **Schedule Posting and Schedule Changes**
- (a) Shift schedules shall be posted six (6) weeks in advance subject to such changes as arise from application of Article 28.03(2)(b) or 28.03(4).
 - (b) If the Employer changes an employee's scheduled shift, she shall be paid at one and one-half times (1 1/2x) her basic rate of pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) days notice of such change has been given.
- (6) **Shift Exchanges**
- (a) Employees may exchange shifts among themselves, provided that:
 - (i) The exchange is agreed to, in writing, between the affected employees; and
 - (ii) Prior approval of such exchange has been given by the Department Manager or On-Call Manager;
 - (iii) Where such a request is made in writing, the Employer's reply shall also be in writing.
 - (b) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.
- (7) **Reporting Pay**
- In the event that an employee reports for work as scheduled, and is directed by the Employer to leave, the employee shall be compensated for her inconvenience by a payment equivalent to three (3) hours' pay at the employee's basic rate of pay, except where the employee is asked to leave due to illness.

(8) **Copies of Schedule**

A copy of all employees' shift schedules shall be available to the Union Chairperson at the facility.

28.04 **Overtime**

- (a) For all employees except LPN's, overtime is all hours worked by an employee, authorized by the Employer, in excess of seven point five (7.5) hours per day, or work performed on scheduled day of rest where an employee works more than thirty-seven point five (37.5) hours per week.

For LPN's, overtime is all hours worked by an employee, authorized by the Employer, in excess of seven point seven five (7.75) hours per day, or work performed on scheduled day of rest where an employee works more than thirty-eight point seven five (38.75) hours per week.

- (b) The overtime rate of one and one-half (1 1/2x) times the basic rate of pay shall be paid for all approved overtime.

28.05 **Named Holidays**

- (a) A part-time employee required to work on a named holiday shall be paid at one and one-half times (1 1/2x) her basic rate of pay for all hours worked on such day.
- (b) A part-time employee shall be paid in addition to her basic rate of pay four point four percent (4.4%) of this rate per pay period in lieu of the named holidays.
- (c) Upon receiving a request from an employee, where possible, the part-time employee shall be given either Christmas Eve and Christmas Day or New Year's Eve and New Year's Day off.

28.06 **Annual Vacation**

(1) **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 January in each calendar year and concluding on the last day of December of the following calendar year.

(2) **Vacation Entitlement**

- (a) Regular part-time employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours worked as a regular employee	x	The applicable % as outlined below	=	Number of hours of paid vacation time to be taken
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- (i) Six percent (6%) during the first five (5) years of continuous years of employment, or
- (ii) Eight percent (8%) during the sixth (6th) to fourteenth (14th) continuous years of employment, or;
- (iii) Ten percent (10%) during the fifteenth (15th) year or more of continuous employment.

(3) **Time of Vacation**

- (a) The Employer will post the vacation schedule planner by January 15th of each year. Where an employee submits her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. Where the number of employees indicating a preference for a specific period exceeds the number of employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.

For vacation requests submitted after April 30th, the Employer shall indicate approval or disapproval within fourteen (14) days.

- (b) Vacation leave will be deemed to have commenced on the first regularly scheduled work day absent on vacation leave and continue on consecutive calendar days until return to duty. A vacation period may be divided by mutual agreement between the employee and the Employer.

28.07 **Sick Leave**

(1) **Application of Sick Leave**

- (a) Sick leave is provided by the Employer for absences due to illness, medical appointments, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) 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.

(2) **Accrual of Sick Leave Credits**

- (a) After a part-time employee has completed her probation period she shall be allowed a credit for sick leave computed from the date she commenced employment as a part-time employee at the rate of one (1) day per month, pro-rated on the basis of hours worked by the part-time employee in relation to the regularly scheduled hours for a full-time employee, up to a maximum of one hundred twenty (120) working days. Sick days accrued as of June 30th, 2005, shall continue in the employee's accrual bank.
- (b) When a part-time employee has accrued the maximum sick leave credits of one hundred and twenty (120) working days she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave.

(3) **Illness Reporting**

Part-time employees reporting sick shall advise the Employer four (4) hours in advance or as soon thereafter as reasonably possible, and regularly thereafter as required by the Employer.

(4) **Sick Leave Pay Entitlement**

- (a) An employee shall not be entitled to apply sick leave credits prior to the completion of her probationary period since she last commenced employment as a part-time employee.
- (b) A part-time employee granted sick leave shall be paid for the regularly scheduled shifts absent due to such leave at her basic rate of pay and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the employee's accumulated credits at the time the sick leave commenced.
- (c) Part-time employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational accident or quarantine. Payment of sick leave benefits shall not be effected until required substantiation has been supplied.

(5) **Medical and Dental Appointments**

If a part-time 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 credits. The Employer will not withhold such an agreement unreasonably. Employees are expected wherever possible to make such appointments for their off duty time. Employees may be required to submit satisfactory proof of such appointment.

(6) **Request for Sick Credit Balance**

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.

(7) **Status When Sick Bank Exhausted**

- (a) An employee who has exhausted her sick leave credits during the course of an illness, and the illness continues she shall be deemed to be on leave of absence without pay or benefits except as provided in Article 26.01(c), for the duration of the illness or as provided below. The employee shall keep the Employer advised as to when she may be expected back to work and shall provide the Employer with one (1) week's written notice of her readiness to return to work. The Employer shall then reinstate the employee in the same position held by her immediately prior to the illness. At the expiration of twenty-four (24) months from the last day of paid sick leave, an employee who is not capable of returning to work pursuant to this Article shall be considered to have terminated her employment with the Employer.
- (b) The reinstatement of an employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 11 and 28.03.

ARTICLE 29 – TEMPORARY EMPLOYEES

- 29.01 (a) A temporary employee shall be covered by the terms of this agreement (full-time employees being covered by those terms which apply to full-time employees and part-time employees being covered by those terms which apply to part-time employees) with the exception of:
- (i) Article 12 - Annual Performance Review
 - (ii) Article 32 - Layoff and Recall
- (b) A temporary employee shall not have the right to grieve the termination of her employment on the expiry of the position for which she was hired or in accordance with other provisions of the Collective Agreement.
- (c) The Employer shall provide at least seven (7) calendar days' written notice of termination of her term position; if she is no longer required in such position.

ARTICLE 30 – CASUAL EMPLOYEES

30.01 **Application of Collective Agreement**

The provisions of this Collective Agreement shall not apply to casual employees except as provided by this Article.

30.02 **Orientation**

The Employer shall provide a paid adequate orientation period for all new casual employees.

30.03 **Hours of Work**

- (1) The normal hours of work for a casual employee shall be up to seven point five (7.5) hours in a day for all employees except LPN's and up to seven point seven five (7.75) hours in a day for LPN's.
- (2) Casual employees will not be required to work in excess of six (6) consecutive shifts except by mutual agreement.
- (3) Hours of work shall be deemed to:
 - (a) Include, as scheduled by the Employer, two (2) paid rest periods of fifteen (15) minutes during each full working shift of seven point five (7.5) hours; or
 - (b) Include, as scheduled by the Employer, one (1) paid rest period of fifteen (15) minutes during each half shift of three hours or more; and
 - (c) Exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the employee works in excess of four (4) hours.
- (4) If an employee is unable to take her meal period or rest period or is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for a meal period or rest period, provided the employee has obtained prior approval of the Department Manager, On-Call Manager or Registered Nurse, as follows:
 - (a) For the rest period, one and one-half times (1 1/2x) her basic rate of pay rather than at straight time; or
 - (b) For a meal period, at one and one-half times (1 1/2x) her basic rate of pay.
- (5) No casual employee who works on a call-in basis shall be scheduled without her consent. An effort shall be made by the Employer to ensure fair and equitable distribution of extra shifts through the use of the Casual Availability Roster. The employee may assist by informing the Employer of their availability.
- (6) In the event that a casual employee reports to work as scheduled or called, and is directed by the Employer to leave, the employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours' pay at the employee's basic rate of pay, except where the employee is asked to leave due to illness.

30.04 **Overtime**

- (a) For all employees except LPN's overtime is all hours worked by an employee, authorized by the Employer, in excess of seven point five (7.5) hours per day and/or thirty-seven point five (37.5) hours per week.

For LPN's overtime is all hours worked by an employee, authorized by the Employer, in excess of seven point seven five (7.75) hours per day and/or thirty-eight point seven five (38.75) hours per week.

- (b) The overtime rate of one and one-half times (1 1/2x) times the basic rate of pay shall be paid for all approved overtime.

30.05 **Salaries**

- (a) The basic rates of pay for casual employees shall be as outlined in the Salaries Schedule.
- (b) Casual employees shall be entitled to the next level as provided in the Salaries Schedule, upon the completion of one thousand nine hundred and fifty (1950) hours worked.

30.06 **Weekend Premium and Shift Differential**

- (a) Upon ratification, a weekend premium of two dollars and twenty-five cents (\$2.25) per hour; and effective April 1st, 2016, a weekend premium of two dollars and fifty cents (\$2.50) per hour; shall be paid to an employee for all hours worked between twenty-three hundred (2300) hours on Friday and twenty-three hundred (2300) hours on Sunday. Such premium pay shall not be considered as part of the Employee's basic rate of pay.
- (b) Upon ratification, a shift differential of two dollars (\$2.00) per hour; effective April 1st, 2016, a shift differential of two dollars, twenty-five cents (\$2.25) per hour shall be paid in addition to weekend premium, if applicable, to an employee working on a shift where the hours of such shift fall within the period of twenty-three hundred (2300) hours and zero seven hundred (0700) hours. Shift differential payment shall not be considered as part of the employee's basic rate of pay.
- (c) Upon ratification, a shift differential of fifty cents (\$0.50) per hour and effective April 1st, 2015, a shift differential of seventy-five cents (\$0.75) and effective April 1st, 2016, a shift differential of one dollar (\$1.00) per hour shall be paid in addition to the weekend premium, if applicable, to an employee working on a shift where the hours of such shift fall within the period of fifteen hundred (1500) hours and twenty-three hundred (2300) hours. Shift differential shall not be considered part of the Employee's basic rate of pay.

30.07 **Transportation**

- (a) An employee who is required to accompany a resident to another facility for medical reasons shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses.
- (b) The Employer will allow employees to have a reasonable extension to their breaks in particularly cold weather where the temperature falls below minus fifteen degrees Celsius (-15°C) to enable them to run their car engines.

30.08 **Named Holidays**

Casual employees shall be paid at one and one-half times (1 1/2x) for all hours worked on the named holiday. A casual employee shall be paid in addition to her basic rate of pay four point four percent (4.4%) of such rate per pay period in lieu of the named holiday.

30.09 **Annual Vacations**

- (a) A casual employee shall be entitled, in addition to her basic rate of pay, six percent (6.0%) of her gross earnings in lieu of vacation, and shall be entitled to an additional two percent (2%) vacation pay upon the completion of the equivalent hours of work required by full-time employees to reach the vacation entitlement of twenty (20) working days, and a further two percent (2%) of vacation pay on the completion of equivalent hours of work required by a full-time employee to reach the vacation of twenty-five (25) working days.
- (b) A regular employee shall not have her level of vacation entitlement (i.e. 6%, 8%, etc.) reduced due to a change in status to a casual employee provided her service is uninterrupted.

30.10 **Dues Deductions**

Casual employees shall be subject to dues deductions as provided in Article 4.

30.11 **Grievance Procedure**

Casual employees shall be covered by the Grievance Procedure and Arbitration provisions of this Collective Agreement.

30.12 **Appointments and Transfers**

Subject to the criteria established in Article 11 of this Collective Agreement, an applicant for employment who has experience (accumulated hours) with the Employer as a casual employee shall be given preference over external applicants.

30.13 **Performance Review**

Casual employees defined in Article 2.04 (b) (i), (ii), (iii) and (iv) shall be covered by the Performance Review Article of this Collective Agreement.

30.14 **Discipline and Dismissal**

Casual employees defined in Article 2.04 (b) (i), (ii), (iii) and (iv) shall be covered by the Discipline and Dismissal Article of this Collective Agreement.

30.15 **Shifts and Schedules**

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 the seven (7) days of the week.

30.16 **Bereavement**

Where an employee is scheduled or reports to work and there is a death in the immediate family as defined in Article 26.06 the employee will be entitled to one day off with pay.

ARTICLE 31 – LAYOFF AND RECALL

31.01 **Joint Discussions**

The Employer and the Union recognize the value of joint discussions when a layoff will occur. Representatives of the Employer and the Union shall meet to discuss alternative layoff processes that may be more appropriate in the particular circumstances. In the event that the parties do not mutually agree in writing that alternative processes are appropriate, the following will apply.

31.02 **Layoff Process**

- (a) In reducing the workforce, employees will be laid off in reverse order of seniority, within their classification subject to the following:
 - (i) The remaining employees have the ability to perform the work involved.
 - (ii) An employee cannot achieve a position in a higher paid classification through the operation of the lay-off provisions.
 - (iii) A more senior employee may be permitted to refuse a re-assignment and be laid off.
- (b) Temporary employees shall be released prior to regular employees being laid off, provided the regular Employees have the ability to perform the work involved.

31.03 **Notice**

- (a) Should a reduction in the working force occur, the Employer will notify employees who are to be laid off, at least fourteen (14) calendar days prior to the layoff, or shall grant pay in lieu thereof.
- (b) The Union shall receive a copy of the notice of layoff forthwith.

31.04 **Recall**

When employees are on layoff, the following process for re-call shall occur:

- (a) Regular and temporary positions shall be posted and filled pursuant to Article 11. Employees on lay-off may apply for any posted vacancies.
- (b) When there are no applications from current regular employees, the most senior employee on layoff with the ability to perform the work involved shall be the first such employee to be recalled.
- (c) No new regular or temporary Employees will be hired while there are other employees on layoff who can be recalled in accordance with Article 32.04(b) above and awaiting recall.
- (d) The method of recall shall be by telephone and, if contact with the employee is not accomplished, a letter shall be sent by courier to the employee's last known place of residence. The Employee so notified will return to work as soon as possible, but not later than five (5) days following the date of the telephone contact, or the date of the delivery of the letter.
- (e) A regular employee shall be considered terminated when she does not return from layoff as required or has been on layoff for a period of twenty-four (24) months without being recalled.
- (f) It is recognized and understood that it is the responsibility of the employee to update the Employer about her whereabouts and to be available for recall.

31.05 **Opportunities for Casual Work**

- (a) The Employer shall endeavour to offer opportunities for casual work to laid-off employees in order of their seniority before assigning the work to a casual employee, providing the employee has the ability to perform the work involved.
- (b) Laid-off employees shall advise the Employer of their interest in and availability for such casual work at the time of layoff.
- (c) A laid-off employee may refuse an offer of casual work without adversely affecting her recall status.

- (d) A laid-off employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a casual employee. However, such Employee's recall status and ability to prepay benefits of certain contributory benefit plans and seniority standing shall not be affected by the period of casual employment.

31.06 **Benefit Coverage During Layoff**

Employees affected by a layoff may elect to maintain coverage of contributory plans specified in Article 22, subject to the insurers eligibility and other requirements, and provided the employee makes prior arrangements to pay the full premium costs.

31.07 **Application of Collective Agreement**

The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of the Collective Agreement.

31.08 **Rights on Layoff**

Other than for the pre-payment of certain contributory benefit premiums and the continuation of seniority held at the time of layoff, the employee's rights on layoff shall be limited to the right of recall.

ARTICLE 32 – DISCIPLINE AND DISMISSAL

32.01 Unsatisfactory conduct and/or performance by an employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the employee.

32.02 (a) If an employee is to be suspended, discharged or demoted for disciplinary reason, she will be entitled to a hearing with the Employer and Union representatives. As much as is practical, such hearing will be held prior to the disciplinary action being taken except in the case of gross misconduct and/or a case requiring immediate action. If the employee suffers a loss of wages due to the disciplinary action prior to the hearing and at the hearing it is determined she should not have been disciplined, then she will be paid her lost wages.

(b) The Employer will contact the Unit Chairperson or in her absence a Steward of the Union to arrange the hearing. Union representation at the hearing will normally consist of the Unit Chairperson or her delegate, the Steward involved and the employee.

32.03 In the event an employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action or suspension or dismissal shall be within fifteen (15) days of the date of the occurrence of the act-giving rise to the suspension or dismissal. When action involves a suspension, the notice shall specify the time period of the suspension.

Within five (5) days of an Employee being suspended or dismissed the Employer shall provide written reasons for the suspension or dismissal to the employee with a copy being provided to the Union.

The action or suspension or dismissal shall be with thirty (30) days of the date of the occurrence of the act giving rise to the suspension or dismissal.

Notwithstanding the above if a concern is referred to PPIC or criminal investigation and following the investigation discipline is warranted the action, suspension or dismissal shall be within seven (7) days of the report or criminal investigation being completed.

32.04 Disciplinary action which has not been the basis of further disciplinary action for a period of :

- (i) Nine (9) months, if suspension has not been involved, or
- (ii) Twelve (12) months, if suspension has been involved, shall not be used to determine the extent of any new disciplinary action to be invoked.

32.05 An employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was evoked, have her personnel file cleared of any record of the disciplinary action. This request shall be granted provided the employee's file does not contain any further record of disciplinary action during the two (2) year period of which the employee is aware.

32.06 Copies of all written warnings, suspensions and dismissals shall be forwarded to the Unit Chairperson of the Union.

ARTICLE 33 – RESIGNATION AND TERMINATION

33.01 Employee Notice of Termination

An employee may provide to the Employer twenty-eight (28) calendar days' notice, where possible, and shall, in any case, provide the Employer with fourteen (14) calendar days' notice of her desire to resign from her employment.

33.02 The Employer will provide a written performance review prior to termination providing the employee provides twenty-eight (28) calendar days' written notice of termination of services, and request the performance review in such written notification.

33.03 If the required notice of resignation is given, and the employee voluntarily leaves the employ of the Employer she shall receive the wages and vacation pay to which she is entitled within five (5) days of her last day worked, if the required notice is not given the wages and vacation pay will be paid on the next regular pay date.

33.04 The Employer will provide a letter of portability to all employees upon request.

ARTICLE 34 – HEALTH AND SAFETY

34.01 An Occupational Health and Safety Committee will be established, consisting of a maximum of twelve (12) members, with at least fifty percent (50%) of these being employee members selected by the Union. This Committee shall meet once every two (2) months, or as required. An employee shall be paid her basic rate of pay for attendance at these Committee meetings.

34.02 The purpose of the Committee is to consider health and safety matters, policy and legislation, identify problem areas, hazards and unsafe work practices, carry out workplace inspections, review accident and incident statistics, make recommendations to management and to follow up on the actions required. The best committees work as a collaborative group of employees and managers, who carry out timely and full 2-way communications, between the employees in each department, management and the members of the Committee.

There shall be two (2) co-chairpersons, one (1) of which shall be selected by the Union, and a secretary agreed by the membership of the Committee. The meetings will be run as business meetings, with agendas and notes of each meeting distributed in a timely manner by the secretary. The notes of each meeting shall be made available to all staff, with a copy sent to the Vice President of Operations.

34.03 The Health and Safety Committee shall also consider measures necessary to ensure the security of each employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request, and shall have the right to present the recommendation in writing to the General Manager. The General Manager will reply, in writing, to the Health and Safety Committee within thirty (30) days of the presentation by the Committee.

34.04 The Occupational Health and Safety Committee will make recommendations to the Employer regarding possible strategies and processes in order to accommodate and promote early return to work of employees who are recovering from illness or injury. In the event that the Union has recommendations that are different than the Occupational Health and Safety Committee, the Union shall have the right to submit such recommendations to the Employer.

34.05 **Duty to Accommodate**

The Employer and the Union recognize that there exists a duty to accommodate employees with disabilities. Therefore, the Parties agree to meet and discuss the situation of any employee with a disability to explore what steps may reasonably be taken in the workplace to accommodate the employee's disability. These steps will be implemented provided it does not cause undue hardship to the Company.

34.06 The Company and the Union agree to comply with the provisions of the Occupational Health and Safety Act in the Province of Alberta in force on January 1, 2010.

ARTICLE 35 – GRIEVANCE PROCEDURE

35.01 Grievance Definitions

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

- (a) An individual grievance is a dispute affecting one employee. Such grievance shall be initiated at Step 1 of the Grievance Procedure as outlined in Article 35.06; or
- (b) Group grievance is a dispute affecting two or more employees. Such grievance shall be initiated at Step 2 and processed from there in the same manner as an individual grievance as outlined in Article 35.06. A group grievance shall list all employees affected by the grievance, and the results of such grievance shall apply proportionately if applicable, to all employees listed on the original grievance; or
- (c) A policy grievance is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, to the Department Manager or the Union, by a representative of the grieved party within seven (7) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is an Employer grievance, it shall be directed to the Union representative and the Union representative shall render a written reply within seven (7) days of receipt. In either case, a copy of the grievance shall be provided to the General Manager.

35.02 Authorized Representatives

- (a) An employee may be assisted or represented by the Union or Unit Representative when presenting an official grievance.
- (b) The Employer agrees that the Unit Representative shall not be hindered, coerced or interfered with in any way in the performance of her function while investigating disputes and presenting adjustments as provided in this Article. However, no representative shall leave her work without obtaining consent from her supervisor, which shall not be unreasonably withheld. The Unit Representative shall not suffer any loss of pay for the time spent in the performance of her duties involving a grievance provided that the representative does not leave the Employer's premises. Such time shall be within reason.

35.03 Time Limits

For the purposes of the Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and named holidays. However, time limits may be extended by mutual agreement in writing.

35.04 **Default**

- (a) Should the employee or the Union fail to comply with any time limits in the grievance procedure, the grievance will be considered to be abandoned.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit.

35.05 **Mandatory Conditions**

- (a) During any and all grievance proceedings, the employee shall continue to perform her duties faithfully except in cases of suspension or dismissal.
- (b) A suspension or dismissal grievance shall commence at Step 2.

35.06 **Steps in the Grievance Procedure**

(a) **Step 1**

An employee who has a complaint shall, within ten (10) days of the date she becomes aware or reasonably should have become aware of the occurrence which led to the complaint, first discuss the matter with her Department Manager and attempt to resolve the complaint at this stage. The employee shall state redress desired. In the event that the complaint is not resolved, it may be advanced as an official grievance in accordance with the following steps.

(b) **Step 2**

Within fourteen (14) days of discussing the complaint with her Department Manager, the employee may submit an official grievance in writing stating the clause claimed to have been violated, the nature of the grievance, and the redress sought, to the Department Manager who shall reply in writing within fourteen (14) days of receiving the grievance. If the grievance is not settled at this stage, it may proceed to Step 3.

(c) **Step 3**

Within fourteen (14) days of the reply from the Department Manager, the employee may submit the grievance, including redress sought, in writing to the General Manager of the Facility or her designated representative. The General Manager or her representative shall hold a hearing within fourteen (14) days of receipt of the grievance. The employee shall be entitled to have a representative of the Union present during the hearing. The General Manager or his representative shall render a written decision within fourteen (14) days of the hearing.

(d) **Optional Mediation**

- (i) Either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
- (ii) If the parties agree to non-binding mediation, the Mediator shall be appointed by mutual agreement between the parties.
- (iii) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (iv) The expenses of the Mediator shall be equally borne by both parties.
- (v) The grievance may be resolved by mutual agreement between the parties.

ARTICLE 36 – ARBITRATION

- 36.01 (a) Either party wishing to submit a grievance to Arbitration shall, within thirty (30) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a Single Arbitrator.
- (b) Within ten (10) days after receipt of notification provided for in Article 36.01(a) above, the party receiving notice shall:
- (i) Inform the other party of the name of its appointee to an Arbitration Board; or
 - (ii) Arrange to meet with the other party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principle and/or selection of a Single Arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to a Board have been named by the parties, they shall within ten (10) days, endeavour to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson, they shall immediately request the Director of Mediation Services to appoint a Chairperson.
- (d) After a Single Arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the parties as soon as possible to hear such evidence as the parties may desire to present; assure a full, fair hearing and shall render the decision, in writing, to the parties at the earliest possible date following the hearing.

- (e) In the case of an Arbitration Board, the Chairperson shall have the authority to render the decision with or without the concurrence of either of the other members and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on all parties.
- (f) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or in any way rectify the terms of this Collective Agreement.
- (g) Each of the parties to this Collective Agreement shall bear the expenses of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or Single Arbitrator shall be borne equally by the two parties to the dispute.
- (h) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 37 – COPIES OF THE COLLECTIVE AGREEMENT

- 37.01 Within sixty (60) days of the signing of this Collective Agreement, the Employer shall provide each employee with a copy. The cost of printing the Agreement will be a fifty/fifty (50/50) cost share between the Union and the Employer.
- 37.02 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.

SALARIES SCHEDULE

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Food Services Aide	15.37	15.91	16.47	17.05	17.64	18.26	18.89	19.55
Housekeeping Aide	15.37	15.91	16.47	17.05	17.64	18.26	18.89	19.55
Laundry Aide	15.37	15.91	16.47	17.05	17.64	18.26	18.89	19.55
Maintenance Aide	15.37	15.91	16.47	17.05	17.64	18.26	18.89	19.55
Recreation Aide	15.37	15.91	16.47	17.05	17.64	18.26	18.89	19.55
Cook	18.12	18.76	19.41	20.08	20.78	21.52	22.28	23.06
Cook's Helper	16.08	16.63	17.22	17.80	18.43	19.08	19.76	20.46
RCA - Non-Certified	17.54	18.14	18.78	19.41	20.11	20.85	21.52	22.30
RCA - Certified	19.33	19.99	20.70	21.41	22.16	22.94	23.75	24.58
LPN	26.33	27.66	28.99	30.30	31.61	32.93	34.31	35.75
Occupational Therapist Aide	16.47	16.97	17.47	18.00	18.06	18.61	19.17	19.75
Occupational Therapist Assistant	17.73	18.27	18.81	19.38	19.96	20.57	21.19	21.83
Recreational Therapist Assistant	17.73	18.27	18.81	19.38	19.96	20.57	21.19	21.83
Maintenance Assistant -Non -Certified	16.11	16.97	17.47	18.00	18.06	18.61	19.16	19.72

Maintenance Assistant - Certified	19.00	19.57	20.16	20.76	21.38	22.03	22.69	23.36
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A premium of one dollar and fifty cents (\$1.50) will be paid to employees in Activities who are designated as bus drivers.

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

ON BEHALF OF
RIVER RIDGE SENIORS
VILLAGE PARTNERSHIP

ON BEHALF OF
UNITED STEELWORKERS
LOCAL 1-207

Dean Roy

Keith Turcotte

Ian West

Ivana Niblett

Taya Graham

Jessie Rivest

Trish Ellerman

DATE: _____, 2018

DATE: _____, 2018

LETTER OF UNDERSTANDING
BETWEEN
RIVER RIDGE SENIORS VILLAGE PARTNERSHIP
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
LOCAL 1-207
RE: JOB POSTINGS

Parties agree to the following:

Certified is equivalent to “deemed competent” with regards to job postings.

ON BEHALF OF
RIVER RIDGE SENIORS
VILLAGE PARTNERSHIP

ON BEHALF OF
UNITED STEELWORKERS
LOCAL 1-207

Dean Roy

Keith Turcotte

Ian West

Ivana Niblett

Taya Graham

Jessie Rivest

Trish Ellerman

DATE: _____, 2018

DATE: _____, 2018

LETTER OF UNDERSTANDING
BETWEEN
RIVER RIDGE SENIORS VILLAGE PARTNERSHIP
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
LOCAL 1-207

RE: RESIDENT CARE AIDES

The Employer and the Union will support jointly that all Resident Care Aides who are hired must be certified or achieve Alberta-recognized certification (Alberta Health and Wellness curriculum or equivalent) within eighteen (18) months of employment.

ON BEHALF OF
RIVER RIDGE SENIORS
VILLAGE PARTNERSHIP

ON BEHALF OF
UNITED STEELWORKERS
LOCAL 1-207

Dean Roy

Keith Turcotte

Ian West

Ivana Niblett

Taya Graham

Jessie Rivest

Trish Ellerman

DATE: _____, 2018

DATE: _____, 2018

LETTER OF UNDERSTANDING
BETWEEN
RIVER RIDGE SENIORS VILLAGE PARTNERSHIP
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
LOCAL 1-207
RE: WAGES

Should Alberta Health Services provide changes to the amount funded to the Employer for wages in a specific classification covered under this Collective Agreement during the term of this Agreement, the parties agree to open the Collective Bargaining on wages for the classification(s) specifically identified in their funding adjustment.

ON BEHALF OF
RIVER RIDGE SENIORS
VILLAGE PARTNERSHIP

ON BEHALF OF
UNITED STEELWORKERS
LOCAL 1-207

Dean Roy

Keith Turcotte

Ian West

Ivana Niblett

Taya Graham

Jessie Rivest

Trish Ellerman

DATE: _____, 2018

DATE: _____, 2018