

2019 – 2022

COLLECTIVE AGREEMENT

BETWEEN

RIVERCREST CARE CENTRE

CC "CARE IN THE COMMUNITY"

RIVERCREST LODGE NURSING HOME LTD.

AND



**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION
LOCAL 1-207**

(UNITED STEELWORKERS, LOCAL 1-207)

AUGUST 1, 2019 – JULY 31, 2022

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COLLECTIVE AGREEMENT
Between
RIVERCREST LODGE NURSING HOME LTD.
(hereinafter referred to as "the Employer")
- and -
UNITED STEELWORKERS, LOCAL 1-207
(hereinafter referred to as "the Union")

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 those Employees with the bargaining unit as described in Article 38;

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1 TERM OF 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 the first day of the month following ratification by the United Steelworkers, Local 1-207 and the Employer up to and including July 31st, 2022 and from year to year thereafter, unless notice, in writing, is given by either party to the other party not less than two (2) calendar months nor more than four (4) calendar months 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 "**Code**" means the Labour Relations Code, as amended from time to time.
- 2.02 "**Arbitration**" shall take the meaning from the section of the Code dealing with the resolution of a difference.
- 2.03 "**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.
- 2.04 "**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.
- 2.05 "**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 or regularly scheduled shifts of a continuing nature:

- (b.) "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.
- (c.) "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.
- (d.) "Casual Employee" is:
 - (i.) one who may be regularly scheduled for a period of 3 months or less for a specific job; or
 - (ii.) one who relieves for absences in a full-time or part-time position, the duration of which is 3 months or less; or
 - (iii.) one who works on an on-call basis and is not regularly scheduled.
 - (iv.) a part time or full time Employee may be eligible to act as a casual Employee.
 - (v.) Casual staff shall not be entitled to or granted any benefits or be entitled to the accumulation of worked hours credits unless and until such time as they are accepted in writing as part-time or full-time staff. Casual staff that become part-time or full-time shall have all their hours credited for the purposes of seniority.
 - (vi.) The termination of casual staff shall not be subject to any grievance or claim whatsoever.
- (e.) "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 3 months but less than 6 months; or
 - (ii.) to replace a full-time or part-time Employee who is on approved leave of absence for a period in excess of 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 3 months.

2.06 "**Employer**" shall mean Rivercrest Lodge Nursing Home Ltd.

2.07 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.

2.08 "**Facility**" means the continuing care facility operated by the Employer named in this Collective Agreement.

2.09 "**Shift**" shall mean a daily tour of duty excluding overtime hours.

2.10 "**Shift Cycle**" shall mean 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 six (6) weeks.

2.11 "**Time Worked**" shall for the purposes of applying the terms of this Collective Agreement be deemed to have been worked on the day on which the majority of hours of the Shift falls.

2.12 "**Shall**" shall be interpreted to be mandatory rather than directory.

ARTICLE 3 RECOGNITION

- 3.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by the Collective Agreement as described in the Certificate of the Labour Relations Board and amendments thereto.
- 3.02 No Employee shall be required to make any written or verbal agreement which is in conflict with the terms of this Collective Agreement unless the Union agrees otherwise.

ARTICLE 4 UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 Employees shall be permitted to wear a pin representative of their Union during all hours of employment.
- 4.02 Membership in the Union is voluntary. All Employees have the right to be members of the Union and to participate in its lawful activities.
- 4.03 An amount equal to the membership dues shall be deducted at the rate prescribed by the Union from the Employee's Pay as a condition of employment.
- 4.04 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 a list of names of those Employees from whom the deductions were made showing the amount deducted from each Employee as per the Union Dues Process.

United Steelworkers, Local 1-207
Financial Secretary
202, 4264 91A Street
Edmonton, AB T6E 5V2

- 4.05 The deductions above may be taken and submitted more frequently than once per month and pro-rated to the monthly dues level.
- 4.06 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following the expiry of the notice period.
- 4.07 The Employer shall indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee.
- 4.08 The Company shall require all new employees, at the time of hiring, to execute the Union Check-Off Authorization Form (assignment of wages) in duplicate. The top half marked original to be kept by the Company and the part marked copy to be filled out front and back returned to the Local Union Office upon completion. The forms to be supplied by the Union.

ARTICLE 5 PROBATIONARY PERIOD

- 5.01 (a) "Probation period" shall mean the first 522 worked hours or three (3) months, whichever comes first, and all Employees will be considered temporary during this period. If the probationary Employee is terminated within the first three months, no notice will be required. If the Employee is terminated subsequent to the first three months, then any notice as in accordance with the Employment Standards Code will be applicable.

- (b.) The probationary period may be extended for a maximum period of time not to exceed two hundred and fifty-six (256) worked hours, as mutually agreed by the Employer, Union, and Employee.
 - (c.) If a new regular, temporary, or casual Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without:
 - (i.) notice (except as specified in accordance with the provisions of the Alberta Employment Standards Code.
 - (ii.) pay (except as may be required by the provisions of the Alberta Employment Standards Code.
 - (d.) The Employee shall not have recourse to the grievance procedure with respect to such termination, as noted in 5.01 (c).
 - (e.) Once an employee has completed their probation period as per above the employee will be entitled to the Employee Benefits outlined in Article 40.
- 5.02 The Employer shall provide a paid orientation and training period for all new Employees, the duration of which shall be in the discretion of the Employer.
- 5.03 A representative of the Union shall be notified of Employee orientations and have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees. Attendance at the presentation shall not be compulsory.

ARTICLE 6 VACANCIES/TRANSFERS

6.01 Temporary Vacancies

- (a.) In filling temporary department vacancies, the Employer will award the position to the senior eligible Employee in the department, subject to the qualifications as set out in Articles 14.01 (a) and (b).
- (b.) When no Employees from within the department apply for the temporary vacancy, the temporary vacancy will then be offered facility wide to the senior qualified Employee who applies for the temporary vacancy.
- (c.) An Employee who is temporarily transferred from their regular job shall be paid the hourly rate of the job to which the employee has been transferred in accordance with the wage schedules attached, provided such rate is not less than that of their regular job. If the rate of the job to which the employee is temporarily transferred, but not as a result of a lay-off, is less than the rate of their regular job the employee shall be paid the rate of their regular job during the period of such temporary transfer.

6.02 Posting of Job Vacancies

- (a.) When any vacancy or new position as per Article 6.03 occurs within the Bargaining Unit, the Employer shall within seven (7) calendar days post a notice of the position on an appropriate bulletin board within the department for a minimum of seven (7) calendar days.
- (b.) Within seven (7) calendar days of the date of appointment to a vacant or newly created position, the name of the successful applicant shall be posted on the bulletin board.

- (c.) If no Employee within the department applies for the position, the same process will be followed again for the entire facility.
- (d.) The notice of posting referred to above shall contain the hours of work.

6.03 New Job Classification

In the event that a new specific job classification is created by and as determined by the Employer, the parties hereto agree to negotiate a rate on the job in question. Any agreed rate will be applicable to all hours worked in the new job.

6.04 Trial Periods

- (a.) A successful applicant of a job posting will be given a trial period with training of three (3) months or five hundred and twenty-eight (528) hours, whichever comes first. Such trial periods may be extended by mutual agreement.
 - (i.) Employees selected for job postings must be placed on the job within twenty-one (21) working days from the completion of the job posting procedure. If the Employee is not moved within the above twenty-one (21) working day period, the employee will receive the rate of pay of the new job at the beginning of the twenty-one day period; unless the position is withdrawn.
- (b.) Employees awarded a job posting and failing to qualify at the completion of their trial and training period shall be returned to their former positions, without loss of seniority in such former position.
- (c.) When the circumstances require that the vacancy be filled before the expiration of seven (7) days, it shall be filled before the expiration of seven (7) days only on a temporary or relief basis.
- (d.) All applications for promotions, vacancies, or newly created jobs shall be made to such officer of the Nursing Home as the Employer may designate.

ARTICLE 7 RIGHTS OF MANAGEMENT

- 7.01 The Employer's rights and ability to do anything it deems necessary to operate the Care Centre and its business shall only be restricted by and to the extent of specific written provisions as may exist under this Agreement.

ARTICLE 8 SCHEDULES AND SHIFTS

- 8.01 A full time Employee shall be an Employee who is scheduled to work the regular hours of work and averages a minimum of seventy-five (75) hours over a fourteen (14) day period over the year. A part-time Employee is an Employee who works a regularly scheduled shift or regularly scheduled hours less than seventy-five (75) hours over a two-week period and is not designated as casual or probationary.
- 8.02 Employees acknowledge and agree that in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hours of the day and the seven (7) days of the week.
- 8.03 Shift schedule shall be posted one (1) month in advance. Copies will be provided to the Union upon request.
- 8.04 The Employer will allow an Employee at least one day of rest in each consecutive period of seven (7) days.

8.05 The Employer will notify the Employees:

- (a.) of the hours at which work begins and ends, and;
- (b.) when work is carried on by shifts, notice of the hours of which shift begins and ends by posting of notices in conspicuous places of the work premises or other suitable places, shall occur.

8.06 When work is carried on by shifts, an Employee shall not be required to change from one shift to another without at least eight (8) hours of rest between shifts, except in the case of urgent work to be done within the nursing home or in the case of unforeseeable or unpreventable circumstances. If any staff are called in to work with less than eight (8) hours of rest between such change of shifts, they shall be paid at time and one half for all hours worked.

8.07 Benefits as hereinafter contained will accrue on a pro rata basis, based on hours worked by each part-time Employee.

8.08 In the event that an Employee is called in for work on short notice (i.e., with two (2) hours notice or less), that Employee shall be entitled to one (1) free meal for that shift.

8.09 Shifts will be offered in accordance with the seniority provisions of Article 14.

8.10 Unless mutually agreed between the parties there shall be no "split shifts".

ARTICLE 9 HOURS OF WORK

9.01 This Article shall not be construed as a guarantee of pay or of hours of work. All shifts, shift preferences, and hours of work will be offered subject to the provisions of this Agreement.

9.02 The minimum rest period allowed Employees shall be two days of rest in each period of fourteen (14) consecutive days.

9.03 Regular Daily Hours:

- (a.) The regular daily hours of work shall be seven point five (7.5) hours per day, exclusive of a thirty-minute meal period (eight (8) hour shift duration). The regular workweek shall be thirty-seven point five (37.5) hours.
- (b.) Regular hours of work shall be deemed to:
 - (i.) Include two (2) rest periods of fifteen (15) minutes each during each full working shift of seven point five (7.5) (eight (8) hour shift duration), subject to i. below
 - i. Regular hours of work shall include only one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours.
 - (ii.) 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.
 - (iii.) The rest period shall be paid time and the meal period shall be unpaid time.

- (c.) In the event an Employee is unable to take their rest period, either fully or partially, the missed portion of their rest period may be taken at some other time during the Employee's shift, so as not to actively disrupt care service provision. It is understood there shall be no credit given for missed breaks.

9.04 Reporting Pay Guarantee:

An Employee reporting for work on a regular scheduled shift shall be paid their regular rate of pay for the entire period of work with a minimum of four (4) hours pay. It is the Employee's responsibility to check the shift schedule a minimum one (1) week in advance and to note any change in that schedule.

- 9.05 The time in which each shift begins and ends shall be established and approved by the Department Head and the respective time shall be posted in a conspicuous place.

- 9.06 If in use, hand scanners or equivalent shall be punched regularly at time of starting and ending shifts.

- 9.07 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 10 OVERTIME

- 10.01 Overtime hours shall be those in excess of seven point five (7.5) worked hours in a day or thirty seven point five (37.5) hours in a seven (7) day period.

- 10.02 If the overtime is on a paid holiday, then the Employee will be paid time and a half (1½) for work performed in addition to the base rate for working.

- 10.03 An Employee required to start a new shift within eight (8) hours of completing their previous shift shall be entitled to overtime.

- 10.04 In the event the Employer offers an Employee an opportunity for coverage on an additional shift other than the Employee's scheduled shift, which to avoid overtime is contingent upon the Employee leaving early on a scheduled shift, so long as the Employee is in agreement (or the Employee requests such and the Employer agrees) and is paid for the full shift where the Employee who has left early, such action shall not be in breach of this Agreement, including the overtime provisions herein.

Employees trading shifts shall be subject to the following in relation to this provision:

- (a.) Employer's approval.
- (b.) Such trading of shifts shall not generate any overtime costs or entitlement.
- (c.) There shall be reasonable notice to the Employer with respect to such change of shifts.
- (d.) This shall be based on the Employees working their full shifts.

ARTICLE 11 WAGES AND SALARIES

- 11.01 The Employer shall pay wages as in accordance with Schedule A attached.
- 11.02 Employee will be paid by direct deposit every second (2nd) Monday. Any errors in the paycheque will be reported immediately to the supervisor. If the error is one of the Employer, it shall be rectified within two (2) business days. Any error which is the responsibility of the Employee will be rectified in the next regular payroll.
- 11.03 The Employee will receive increments in their wage as in accordance with Schedule A.
- 11.04 Attendance at Meetings and Special Events
- Regular Employees required by the Employer to attend staff meetings, disaster plan exercises, and committee meetings with management shall be recognized as being on duty under the terms of this Collective Agreement. Employees attending such meetings and special events shall be paid at the applicable Rate of Pay, with a minimum of three (3) hours as per the Employment Standards Code. The Union agrees that any committee will be limited to the equal size of the Employer's committee or two (2) members, whichever is greater.

ARTICLE 12 LAYOFF AND RECALL

12.01 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 may 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.

12.02 Layoff Process

- (a.) In reducing the work force, Employees will be laid off in reverse order of seniority within a department, 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 position through the operation of the lay-off provisions.
 - (iii.) A more senior Employee may be permitted to refuse a reassignment 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.

12.03 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.

12.04 Recall

When Employees are on layoff, the following process for recall shall occur:

- (a.) Regular and temporary positions shall be posted and filled pursuant to Article 6. Employees on layoff 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 12.04 (b) above and awaiting recall.
- (d.) The method of recall shall be by telephone and, if contact with the Employee is not accomplished, letter shall be sent by courier or single registered mail 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 postmark of the letter. If after one (1) telephone call and letter by single registered mail sent to the Employee's last known place of residence, the Employee has not been contacted or has not been in contact with the Employer within five (5) business days following the date of postmark of the single registered letter, the Employee will come off of the recall list.
- (e.) A regular Employee shall be considered terminated when the employee does not return from layoff as required or has been on layoff for a period of twelve (12) months without being recalled.
- (f.) It is recognized and understood that it is the responsibility of the Employee to update the Employer about their whereabouts and to be available for recall.

12.05 Opportunities for Casual Work

- (a.) The Employer shall endeavor 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 their 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 any applicable contributory benefit plans, and seniority standing shall not be affected by the period of casual employment.

12.06 Benefit Coverage During Layoff

Employees affected by a layoff may elect at their own cost to maintain coverage of contributory plans specified in Article 40.

12.07 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 13 TERMINATION

- 13.01 The Employer may terminate an Employee in accordance with the provisions of the Employment Standards Code.
- 13.02 In the event the Employer wishes to pay the Employee a sum of money equivalent and in lieu of notice of termination, then the Employer shall pay that amount as specified under the Employment Standards Code.
- 13.03 The Employer, in addition to the above rights of termination, has the right to terminate an Employee at any time for just cause without notice.
- 13.04 All benefits cease upon termination unless in the instance of just cause termination successfully arbitrated.
- 13.05 Staff agree to provide the Employer with a minimum of fourteen (14) days notice in the event that the staff member decides to leave the employ of the Employer.

ARTICLE 14 SENIORITY

- 14.01 (a) The parties recognize that job opportunity, preferred shifts, and security shall increase in proportion to length of service. It is therefore agreed that in cases of vacancy, promotion, transfer, lay-off, recall after layoff, shifts and hours of work, senior employees, subject to 14.01 (b) shall be entitled to preference; provided the Employee can perform the work.
- (b.) In recognition of the responsibility of management to run the care centre efficiently and to ensure coverage and appropriate personnel, it is understood and agreed that Article 14.01 (a) shall be subject to the Employee's ability to perform the work in question in accordance with recognized care centre requirements for such work, and shall be subject to an Employee's attendance and safety record, training, knowledge, efficiency, physical fitness, and ability to perform the work.
- (c.) Within thirty (30) days of April 1st of each year, the Employer shall prepare a facility seniority list. Seniority shall be based on the most recent date of hire and a copy will be given to the Unit Chair.
- (d.) Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with any information the Employer has in its possession, necessary to enable the Employee to establish accurate seniority.
- 14.02 Seniority shall be considered broken and all rights forfeited, and there shall be no obligation to rehire:
 - (a.) When the employment relationship is terminated either by the Employer or the Employee;
 - (b.) Upon the expiry of twelve (12) months following layoff, 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 12.04;

- (d.) If an Employee does not return from a leave of absence as scheduled, except for reasons acceptable to the Employer, or if the individual is absent for two (2) working days without having provided a reason satisfactory to the Employer, they are deemed to have resigned and accordingly lose any seniority;
- (e.) If an Employee fails to report on the first day following expiration of leave of absence unless the employee has a justifiable reason.

ARTICLE 15 EXTRA SHIFT AVAILABILITY

- 15.01 The Employer will develop an Extra Shift Availability List. Individuals who wish additional available hours shall be responsible for placing their name on the list with a phone number for contact. The list shall be in sequence of seniority. In the instance of available hours, the first individual on the list shall be phoned at the number noted. If that individual is not reached or is reached and is not available for the hours, the next individual shall be contacted. Extra shift availability shall be on a voluntary basis, with seniority being the deciding factor.
- 15.02 If an individual on the Extra Shift Availability List has not been able to be contacted or has not positively responded to available hours for three (3) instances in a row (any combination of not positively responding or not being available to be contacted), they shall be removed from the list for a three (3) month period. At the end of the three (3) month period, they may request that their name be placed back on the list.

ARTICLE 16 STATUTORY HOLIDAYS

- 16.01 The following days will be considered Statutory Holidays for all employees:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
1 st Monday in August	

- 16.02 All full time employees will be entitled to a banked day off for all of the above mentioned Statutory Holidays. Those full time employees that are scheduled to work and work the Statutory Holiday will be paid at one and a half times (1 ½) times their regular rate of pay for all hours worked in addition to a day off with pay.

Part time employees that are scheduled to work the Statutory Holiday and work the Statutory Holiday will be paid will be paid at one and a half times (1 ½) times their regular rate of pay for all hours worked. All Part time Employees will also be paid 3.0% in addition to all hours worked.

The time off in lieu of the Statutory Holiday will be scheduled by the Employer within one year of the holiday, unless otherwise requested in writing by the employee. In either event, the time off must be taken within one year. In the event of unusually heavy workloads within a department, special arrangements may be made. Banked stat days must be used prior to using vacation time.

Full time staff who work Monday to Friday shall be given a day off with pay on all scheduled statutory holidays and shall not be scheduled to work.

An employee must have been employed by the Employer and have worked a minimum of thirty (30) days prior to a Statutory Holiday before they are entitled to receive the same. Also an employee that is away from work the scheduled day before or the scheduled day after a Statutory Holiday without the consent of their supervisor will not receive the benefits of this section.

All casual staff will be paid at one and a half times (1 ½) their regular rate of pay for working the statutory holiday. Casual employees who do not work the statutory holiday but have worked the last 5 of 9 will get an extra days pay.

16.03 The Employer will not be required to recognize any Civic Holidays.

16.04 If a general holiday falls within the annual vacation of an Employee, and it would have normally been the Employee's scheduled workday if the employee had not been on their annual vacation, the Employer will give the Employee:

- (a.) A holiday on what would have been the first day the Employee would have worked after their annual vacation, or;
- (b.) By agreement with the Employer, on another day that the Employee would have worked after their annual vacation and before their next annual vacation and before March 31st, and;
- (c.) General holiday pay of a sum that is equal to the average daily wage of the Employee.
- (d.) To qualify for the Named Holiday with pay the employee must work their scheduled shift immediately prior to and immediately following the holidays, except where the employee is absent due to illness or other reasons acceptable to the Employer.

ARTICLE 17 VACATION AND HOLIDAY PAY

17.01 All casual staff will be entitled to vacation pay at the rate of four (4) percent of their gross earnings.

17.02 Other than item a) above, all vacation pay for staff will be calculated as follows:

1)	Up to 6264 worked hours:	4%	2 weeks
2)	6265 – 14,616 worked hours:	6%	3 weeks
3)	14,617 – 20,879 worked hours:	8%	4 weeks
4)	20,880 – 37584 worked hours:	10%	5 weeks
5)	37,585 worked hours plus:	12%	6 weeks

or as in accordance with any amendments to the Labour Relations Code or Employment Standards Code in excess of the percentages referred to herein.

17.03 Vacations may not be extended except by special permission of the supervisor.

17.04 Vacation time will be taken according to factors of need for both the Employee and the Employer. If requests between Employees are deemed equal in need, vacation time will be taken according to an Employee's seniority. Vacation time in any event shall be taken in such a manner that the operation of the department is not restricted.

17.05 Vacation pay payment will be made on one (1) scheduled payday for all Employees notwithstanding the date that the Employee will be last working prior to vacation. Request for vacation payments shall be made via forms obtainable from the office.

In any event, vacation pay must be requested no longer than one (1) pay period prior to going on vacation and no later than one (1) pay period after return from vacation. The Employee may request vacation pay payment on any regular payday during their vacation.

ARTICLE 18 LEAVE OF ABSENCE

- 18.01 A leave of absence is an approved leave for a specified period for any reason including Union business related leave.
- 18.02 In applying for a leave of absence, written application must be made through the department head to the administration who will notify the accounting office immediately. Once granted, the Employee must keep the Lodge notified monthly of their situation. Further, the Employee will reconfirm their return to work three (3) weeks prior to returning. Failure to return to duty on the specific date may result in termination of their employment and cancellation of all benefits and privileges.
- 18.03 For the sole purpose of determining wage increments to which the employee is entitled upon return, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Lodge for the first eight (8) calendar months of such periods of leave. This does not mean that the Employee accrues any hour credits but merely if the Employee returns to work at the end of eight (8) months, they will be paid at the wage increment related to the hours the Employee had when they began the eight (8) month leave.
- 18.04 Leave of absence will not be granted if the Employer determines that it will result the jeopardizing of services; however, leave shall not be unreasonably withheld.
- 18.05 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 or negotiations with the Employer, such leave shall not be unreasonably denied.
- 18.06 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 one (1) year. If it is permissible under the RRSP plan and any portion of the current Group Source Plan, the Employee shall have the right to pay the full costs, including the facility's share, during the period of such leave of absence.
- 18.07 Employees shall not be entitled to named holidays with pay which may fall during the leave of absence.
- 18.08 An Employee who has been granted a leave of absence and overstates the leave without permission of the Employer, shall automatically terminate their position except in cases of extenuating circumstances acceptable to the Employer.

ARTICLE 19 BEREAVEMENT LEAVE

- 19.01 All Employees will be allowed the following compassionate leave:
 - (a.) Three (3) consecutive scheduled working days leave with full pay in the event of death of children, parents, brother, sister, husband, wife, common-law, same sex partner, mother-in-law, father-in-law, grandchild, grandparents, guardian, daughter-in-law or son-in-law.
 - (b.) Two (2) consecutive scheduled working days leave with full pay in the event of death of sister-in-law or brother-in-law.
- 19.02 In the case of Compassionate Leave, the Employee will notify their supervisor of the circumstances and additional leave without pay or benefits can be given.

ARTICLE 20 JURY DUTY

20.01 An Employee required by law to appear in court as a member of a jury or as a witness, shall be paid the difference between the pay received from such court service and pay the Employee would have normally received if the employee had been working, based on their Basic Rate of Pay. The Employee will report to work during those hours that the employee is not required to attend court, if it is reasonable to do so.

ARTICLE 21 SPECIAL LEAVE

21.01 If an Employee is unable to report to work as a result of illness in the immediate family requiring the Employee's personal attention, the employee shall inform the Employer of such with as much advance notice as possible. An Employee shall be entitled to take three (3) paid working days of special leave in a twelve (12) month period. 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.

ARTICLE 22 FLOATER DAY OFF

22.01 The Employer shall provide to each Employee who has worked a minimum of ten thousand (10,000) hours of work, one (1) day off with normal pay. Further, after entitlement to the initial day off with normal pay, the Employer shall provide a further day off with normal pay each time the Employee has worked an additional one thousand eight hundred and forty (1,840) hours of work. Such additional days off shall be provided subsequent to the accumulation of each one thousand eight hundred and forty (1,840) hours of work and on a day mutually agreed upon as between the Employer and Employee, it being on the understanding that the Employer shall not be required to agree to a specific day if the granting of that particular day off will result in any overtime or scheduling difficulties. The floater day off is not cumulative from year to year.

After an Employee has become entitled to and received their third floater day off, the employee will be entitled to an additional floater day off every additional one thousand six hundred and eighty (1,680) hours of work. All other terms and conditions as to floater day shall remain as in the preceding paragraph.

ARTICLE 23 PERSONAL HEALTH DAY OFF

23.01 Employees who have worked a minimum of ten thousand (10,000) hours of work since their last date of hire shall begin to accumulate entitlement towards a personal health day. After accumulation of one thousand eight hundred and forty (1,840) hours of work subsequent to January 1st, 2001, the first personal health day shall be provided. This January 1st, 2001 reference shall not be interpreted as excluding Employees who started after January 1st, 2001 to accumulate hours towards entitlement. After entitlement to the first personal health day is attained, additional days shall be provided each one thousand eight hundred and forty (1,840) worked hours thereafter.

After an Employee has become entitled to and received their third personal health day off, the Employee shall be entitled to an additional personal health day off every additional one thousand six hundred and eighty (1,680) hours of work. The personal health day is not cumulative from year to year, and on the date of entitlement may be taken by being paid out – i.e., the personal health day shall either be taken on a

non-scheduled work day or on a scheduled work day at a time that does not create scheduling problems for administration.

ARTICLE 24 SICK LEAVE

24.01 After one (1) calendar year of service, Full or Part Time Employees shall be entitled to accumulate sick leave pay benefits on the following terms and conditions:

- (a.) Employees shall be entitled to accumulate sick leave benefits each year at the rate of one (1) day per 174 worked hours.
- (b.) Sick leave credits may be accumulated up to a maximum of twelve (12) working days and shall be cumulative and carry from year to year being April 1st to March 31st.
- (c.) An Employee applying for sick leave credits must at the request of the employer submit a medical certificate in a form satisfactory to the Employer, covering such illness.
- (d.) Sick leave will be granted only for and limited to instances such as personal illness or injury, disease, and non-elective surgery.
- (e.) Employees reporting off sick for their day shift must notify the Employer a minimum of two (2) hours before the commencement of their duties so that a replacement may be arranged or duties redistributed. Employee's on afternoon or night shift will endeavor to provide four (4) hours notice.
- (f.) Sick leave does not accumulate paid holidays nor will there be an increase in wages during sick leave.
- (g.) In the event that an individual calls in sick within the required period of time, the Case Manager or Clinical Coordinator or person as designated, will make three phone calls to seek alternate coverage. In the event the party making the calls is unable to obtain coverage, then at the discretion of that party, the coverage requirement may be declared an emergency and appropriate coverage and response requirements will be applicable. This is applicable to all Departments.

ARTICLE 25 INCOME PROTECTION

To be introduced as a supplement to the current twelve (12) sick days, on the following basis:

25.01 Income protection is payable when an Employee is absent from work due to debilitating disease or injury which is not compensable under the Workers' Compensation Act. It is understood that Income Protection is for the sole and only purpose of protecting Employees against loss of income during times of illness.

- 25.02 (a) Employees who have completed six thousand (6,000) hours of work shall be entitled to begin to accumulate income protection credits at the rate of one (1) day per five hundred and twenty-eight (528) worked hours, to a maximum of ten (10) days.
- (b.) Once these credits are earned, they may be used only in the instance of injury or debilitating disease which forces the Employee to remain away from work and is not compensable under the Workers' Compensation Act. Income protection may be utilized in conjunction with the twelve (12) standard sick days for a total maximum available credit, assuming entitlement and sick days available in current year; of twenty-two (22) days, however, income protection

credits may not be utilized for or as an extension or supplement to any normal sick days available and shall not be cumulative from year to year.

- (c.) Income protection benefits shall be equal to the Employee's normal hourly wage (exclusive of overtime, premiums, etc.) for each day of debilitating disease or injury that the employee was scheduled to work, to the extent of the employees accumulated credits or to the date which the employee becomes entitled to benefits under the Employment Insurance Act or any statute, law, commission or governmental program in replacement thereof; and then the Employee will receive the benefits set out in the Employment Insurance Act or related program. At the end of the benefits provided for under the Employment Insurance Act, the employee (assuming that the debilitating disease or injury still exists) shall be entitled to additional remaining leave in accordance with available accumulation.

- 25.03 During any debilitating disease or injury where the Employee is utilizing income protection credits, the Employee will notify the Employer of their return to work as far in advance as possible. The Employee's position and shift will be held for a reasonable period of time, that reasonable period of time not in any event exceeding eighteen (18) months.
- 25.04 Any Employee intending on claiming under income protection credits as a result of debilitating disease or injury must notify the Employer the first day that the Employee becomes aware of such situation. Failure to provide such notice unless such failure is unavoidable may result in loss of income protection credit for that day of absence and any other scheduled working days until adequate notification is given.
- 25.05 Income protection credits and benefits will cease on termination of employment or on retirement or death.
- 25.06 An Employee will be required to produce satisfactory proof of debilitating disease or injury determination of which must be supported by a statement from a physician, in form satisfactory to the Employer and stating that through no fault of their own the Employee has incurred such debilitating disease or injury and is fully unable to work.
- 25.07 Casual Employees and Employees hired for vacation relief shall not be entitled to income protection.
- 25.08 Income protection benefits are not payable for absence due to pregnancy, nor any illness compensable under the Workers' Compensation Act.
- 25.09 Payment of income protection credits will be only to the same extent as the Employee's normal working shifts averaged over the period two (2) months prior to utilization of the said income protection.

ARTICLE 26 MATERNITY LEAVE, PATERNITY LEAVE, ADOPTION LEAVE, AND DOMESTIC VIOLENCE LEAVE

- 26.01 Any of the above leaves shall be granted as in accordance with the Labour Relations Code and regulations thereto.

26.02 Maternity Leave

- (a.) An Employee who has completed ninety (90) days of 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. For birth mothers, maternity/parental leave entitlement will be a combination of sixteen (16) weeks of maternity leave followed by sixty-two (62) weeks of Parental Leave for a total of seventy-eight (78) weeks, unless extended by mutual agreement between the Employer and the Employee.

26.03 Paternity Leave

- (a.) A father-to-be who has completed ninety (90) days of continuous employment shall, upon his written request, be granted an unpaid leave of absence 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 sixty-two (62) weeks.

26.04 Adoption Leave

- (a.) An Employee who has completed twelve ninety (90) days of continuous employment with the Employer shall upon the employees written request, be granted leave without pay for up to sixty-two (62) weeks as necessary for the purpose of adopting a child.
- (b.) The Employee may commence adoption leave upon one (1) 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 the employee in the same position held by the employee immediately prior to taking leave, and at the same step in the pay scale, or provide the employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrue to the employee up to the date the employee commenced leave. Provided that an Employee on leave has provided the Employer with at least four (4) weeks' notice of readiness to return to work, the Employer shall provide any other Employee filling that position with four (4) weeks' notice of termination of employment or position, as applicable.

26.05 Domestic Violence Leave

- (a.) The employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b.) Workers experiencing domestic violence will be able to access up to three (3) days of paid leave (utilizing their sick leave or income protection), for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in conjunction with existing leave

entitlements and may be taken as consecutive or single days or as a fraction of a day, upon approval. Employees that have exhausted their sick leave and income protection can utilize their vacation or will be provided time off without pay.

- (c.) The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

ARTICLE 27 DISCIPLINARY ACTION

27.01 If an Employee is to be dismissed for just cause or disciplined, prior to imposition of that discipline or discharge, the Employee shall be given the reason in the presence of their Union representative. Such Employee shall be notified promptly in writing by the Employer with full disclosure of the reason for discipline or discharge action.

27.02 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. Any meeting disciplinary in nature or that could lead to discipline, the Employee will have the option of being accompanied by a Shop Steward. A copy of the written warning shall be placed on the Employee's personnel file. Copies of all written warnings shall be forwarded to the Unit Chair of the Union.

27.03 (a) By appointment made at least one (1) working day in advance an Employee may view their 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 a copy of the contents of their personnel file once in a calendar year or when the Employee has filed a grievance, provided that the employee first pays to the Facility a fee to cover the cost of copying.

(c.) Letters of warning or discipline shall be removed from the employees file and record twenty four (24) months from the date of issue.

ARTICLE 28 LEGAL DOCUMENTS

28.01 The Employees agree that they will not witness any legal documents including wills of any residents during the course of employment in the Lodge.

ARTICLE 29 NAME TAGS

29.01 Where the Employer requires an Employee to wear a name tag, they will be provided at no cost to the Employee.

ARTICLE 30 MEAL SERVICE

30.01 In the event that an Employee is called to work on short notice (with two (2) hours notice or less) the Employee will be entitled to a meal at no cost to the Employee.

ARTICLE 31 REIMBURSEMENT FOR TRAINING

31.01 Fifty cent (\$0.50) per hour supplemental to be payable to staff members training new staff during their own shift. This will be payable to staff training in all departments. For the HCA department, it will include both HCAs under normal HCA shifts and HCAs acting as Team Leaders.

ARTICLE 32 TEMPORARY ASSIGNMENTS

- 32.01 When the Employer designates a regular Employee to assume on a temporary basis a position of an existing supervisor, and such assignment is for one full shift or longer, such individual shall be paid, in addition to the Employee's regular base rate of pay, one additional dollar (\$1.00) per hour up to the maximum current rate of a supervisor for the full period of time the employee has assumed the position of such supervisor.

ARTICLE 33 BULLETIN BOARD SPACE

- 33.01 The Employer shall make available a bulletin board which shall be so placed so that all Employees have access to it, and upon which the Union shall have the right to post notices of meetings, educational conferences, Union conventions and other correspondence not deemed by the Employer to be detrimental to the Employer.

ARTICLE 34 HEALTH AND SAFETY

- 34.01 The Employer and the Union acknowledge the importance of quality and safe services and a safe working environment. There shall be a joint Health & Safety Committee comprised of a minimum two (2) Union members and two (2) Management staff. Regular monthly meetings will be called as appropriate to discuss in a mutually supportive fashion and suggestions relating to ensuring safe and quality resident care and a safe work environment. The Employer and Union acknowledge their mutual responsibilities to work together within the resources designated by the Employer to such and to endeavor to provide an optimum safe working and reliable service.
- 34.02 Further, the Employees agree to work proactively with the Quality Assurance Department to attend inservices as required by the Employer.
- 34.03 An Employee shall be paid at their basic rate of pay for attendance at any such meetings.
- 34.04 Minutes of such meetings taken by both the Employer and the Union shall be reviewed at each subsequent meeting as to progress, suggestions or status in terms of matters discussed.

ARTICLE 35 HEALTH SERVICES

- 35.01 Emergency first aid may be obtained from an appropriate service unit of the Nursing Home for illness and/or accidents while an Employee is on duty.

ARTICLE 36 GRATUITIES AND GIFTS

- 36.01 In the event that a gratuity or gift is received, it shall be forwarded to the site manager.

ARTICLE 37 BOND OF CONFIDENCE

- 37.01 All Employees agree to treat all information coming to their attention, directly or indirectly, with the strictest of confidence and shall not discuss the affairs of the Employer, the Lodge, the residents, the medical staff or the persons employed therewith, with any unauthorized person or persons on or off of the premises of the Lodge.

ARTICLE 38 GRIEVANCE PROCEDURES

38.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the 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 38.05; or
- (b.) A 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 38.05. 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 Director, or the Union, by a representative of the grieved party within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

38.02 The Employer agrees that the Unit Representative shall not be hindered, coerced, or interfered with in any way in the performance of their function while investigating disputes and presenting adjustments as provided in this Article. The Unit Representative shall not suffer any loss of pay for the time spent in the performance of their duties involving a grievance provided however that such assistance by the Unit Representative shall not be allowed in any way to hinder or detract from continuing care or general resident service provision or the duties or responsibilities of the Unit Representative in this regard.

38.03 Time Limits

For the purposes of this 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 which are specified in Article 16.01. However, time limits may be extended by mutual agreement in writing.

38.04 Mandatory Conditions

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

38.05 Steps in the Grievance Procedure

(a.) Step 1 (Immediate Supervisor)

An Employee who has a complaint shall, within five (5) days of the date the employee becomes aware or reasonably should have become aware of the occurrence which led to the complaint, first discuss the matter with the Immediate Supervisor and attempt to resolve the complaint at this stage. In the event that it is not resolved, it may be advanced as a grievance in accordance with the following steps.

The Immediate Supervisor has the ability to resolve a grievance with the concurrence only of the Site Manager, or Human Resources Manager, unless the immediate supervisor is not a member of the Bargaining Unit, in which instance the grievance may be resolved at that level.

(b.) Step 2 (Site Manager)

Within seven (7) days of discussing the complaint with the Immediate Supervisor, the Union 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 Site Manager, who shall reply in writing within seven (7) days of receiving the grievance. If the grievance is not settled at this stage, it may proceed to Step 3.

(c.) Step 3 (Human Resources Manager)

Within ten (10) days of the reply from the Department Director or Manager, the Union may submit the grievance in writing to the facility or the employee's designated representative. The Human Resources Manager or the employee's representative shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the hearing. The Human Resource Manager or the employee's representative shall render a written decision within ten (10) days of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

38.06 Single Arbitrator

In the event that any grievance has not been settled through the grievance procedures outlined previously, either party may within thirty (30) days after the Administrator's decision in Step 3, submit the grievance to arbitration and name that parties selection of a nominee to act as a single Arbitrator. In the event that the parties are unable to agree on selection of a single arbitrator either party may apply to the Alberta Labour Relations Board to have one appointed.

The Arbitrator shall convene a hearing and hear the evidence of both parties and render a written decision after the completion of taking evidence deciding that the matter at issue is within the existing provisions of the Agreement. In no event shall the Arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.

The decision of the Arbitrator shall be final and binding on both parties.

The fees and expenses of the Arbitrator shall be shared equally between the parties. Each party shall pay its own expenses including the fees and expenses of its own witnesses and of its own representative.

ARTICLE 39 ALTERNATE DISPUTE RESOLUTION PROCESS

39.01 The parties agree that the final resolution of issues in a timely, cost effective manner at a stage closest to the problem is desirable. Therefore the parties may mutually agree to trial the Alternate Dispute Resolution Process as described below.

(a.) The Alternate Dispute Resolution Process shall be established at Rivercrest Care Centre.

- (b.) Following attempts to resolve a grievance, at the request of either party, and within ten (10) calendar days of the request, an agreed upon mediator shall meet with the parties, investigate the dispute, and define the issues in dispute.
- (c.) During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
- (d.) The purpose of the mediator's involvement in the grievance process is in to try and settle 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.
- (e.) Within ten (10) days of first meeting the parties, having considered the issue(s) in dispute and the terms of the Collective Agreement, the mediator shall issue a report including non-binding recommendations.
- (f.) Prior to the commencement of the above alternate dispute resolution process, the parties may mutually agree to have the mediator's recommendations binding on both parties as a means to resolve the outstanding grievance(s).
- (g.) The expenses of the mediator shall be equally borne by both parties.

ARTICLE 40 EMPLOYEE BENEFITS

The Plans in their current form prior to execution of this Agreement will be retained for the duration of the Agreement. Those Plans are as described in Articles 40.01, 40.02, and 40.03 below. Group provider may be changed by mutual agreement of the parties unless such change results in similar or improved benefits at the same cost.

40.01 Group Source Plan:

The responsibility for the cost of the plan will be shared on a 50/50 basis between the Employer and the Employee. This is subject to the Employer being required to pay only up to a maximum of sixty (\$60.00) dollars per single participant per month and one hundred and twenty-five (\$125.00) dollars per family per month; i.e., if the total cost of the monthly plan requested to be implemented is greater than one hundred, twenty (\$120.00) dollars per month per single participant or two hundred and fifty (\$250.00) dollars per month per family, the Employee will be responsible for those additional costs.

Eligibility will be based on a point five (.5) FTE, and on the basis that the Employee is not covered through spousal coverage under another benefit plan. Other than as specified, all other eligible Employees must participate in the plan. Further, there will be no credit if the Union for some reason decides to cancel the plan.

40.02 Alberta Health Care Plan

Alberta Health Care Premiums shall be paid by payroll deduction, with the Employer and Employee each paying fifty (50%) percent of the premiums.

Eligibility will be based on eighty-five (85) worked hours per month average.

40.03 RRSP Plan

- (a.) Contributions to the RRSP Plan shall be shared equally between the Employer and eligible Employees. The employer portion of the contribution shall be three (3) hours pay monthly at their regular rate of pay, which shall be matched by the Employee.

- (b.) Eligibility will be based on eighty-five (85) worked hours per month on average.
- (c.) The depleting senior RRSP Plan will remain as presently in effect.

ARTICLE 41 HUMANITY FUND

- 41.01 For the purpose of international aid and development, the Company agrees to deduct on the amount of (not less than \$0.02) per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of thirty-seven point five (37.5) straight time hours per week, and on a monthly basis, to pay the amount so deducted to the "*Humanity Fund*" and to forward such payment to:

United Steelworkers Humanity Fund
234 Eglinton Avenue E., 7th Floor
Toronto, Ontario
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

ARTICLE 42 COPIES OF COLLECTIVE AGREEMENT

- 42.01 Upon the notice of mutual ratification of this Collective Agreement, the Employer shall provide each Employee with a copy of the Collective Agreement upon completion of printing.
- 42.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 42.03 The cost of producing such copies shall be shared equally between the Employer and the Union.

ARTICLE 43 NOTICE

- 43.01 The parties hereto agree that any notice given or to be served pursuant to this Agreement shall be deemed served by personal delivery to an officer of either party or by single registered mail:

To the Employer at:
10104 – 101 Avenue
Fort Saskatchewan, Alberta T8L 2A5
c/o Site Manager

To the Union at:
202, 4264 – 91A Street
Edmonton, Alberta T6E 5V2
c/o United Steelworkers, Local 1-207
President or Secretary

Such notice shall be deemed served upon personal delivery or if by single registered mail, one (1) business day subsequent to the post date of the registered letter.

ARTICLE 44 NO DISCRIMINATION

- 44.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect to any Employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical or mental disability, nor by reason of membership or non membership or activity in the union, nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 44.02 The Union and the Employer agree to respect and dignity in the workplace, supporting a policy of zero tolerance for violence in the workplace.

44.03 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment. The Employer, after proper investigation, may discipline for just cause any person employed by the Employer engaging in the harassment of another Employee.

44.04 There shall be no limits on an Employee's right to seek redress through the Alberta Human Rights Commission.

ARTICLE 45 NO STRIKES OR LOCKOUTS

45.01 The Union and Employees agree that they will not cause, authorize, sanction, nor permit Employees to cause or take part in any sit down, stay in, or slow down or any strike or stoppage of the Employer's operations or any curtailment of work on the Employer's premises during the term of this Agreement which is contrary to the Labour Relations Code.

45.02 The Employer agrees that it will not cause or sanction a lockout during the term of this Agreement which is contrary to the Labour Relations Code.

ARTICLE 46 SEVERABILITY

46.01 If any of the provisions of this Collective Agreement contravene any existing law, such provision shall be deemed severed from this Agreement, and the remaining portion of the Agreement shall continue in full force and effect.

ARTICLE 47 NEGOTIATING COMMITTEE

47.01 The Negotiating Committee as designated by the Union in subsequent negotiations shall consist of such parties as the Union may so determine. The Employer will pay for up to a maximum twelve (12) days' pay for Negotiating Committee members who are employed by the Employer; i.e., three (3) individuals at seven point five (7.5) hours per day X four (4) days, four (4) individuals at seven point five (7.5) hours per day X three (3) days, etc.

ARTICLE 48 STATUS CHANGES

48.01 The Employee agrees to notify the personnel office forthwith in case of any of the following changes in their status as an Employee:

- (i.) change in name;
- (ii.) marital status;
- (iii.) number of dependents;
- (iv.) address;
- (v.) telephone number;
- (vi.) pension beneficiary or person to notify in case of emergency.

ARTICLE 49 INSERVICE

49.01 Employees will attend all mandatory inservice programs in all departments as well as anything necessary to maintain their HCA Certification as well as adhering to Alberta Health Service and Alberta Seniors guidelines ie: CPR Training. All Employees doing inservice programs shall receive the applicable rate of pay for all hours, with a minimum of three (3) hours as per the Employment Standards Code. The employer will cover all costs associated with such inservice including travel as outlined in Article 53.01. Any Travel Allowance for an inservice is not subject to the six (6) hour minimum outlined in 53.01.

ARTICLE 50 WEEKEND PREMIUM

- 50.01 Effective July 31st, 2013 a weekend premium of two dollars and thirty cents (\$2.30) per hour shall be paid to an employee working a shift wherein the majority of hours of such shift fall during a fifty-six (56) hour period commencing at fifteen hundred (1500) hours on a Friday or the start of the evening shift if later than fifteen hundred (1500) hours, to twenty-three (2300) hours on Sunday. Such premium pay shall not be considered as part of the employee's basic rate of pay.

ARTICLE 51 SHIFT DIFFERENTIAL (EVENINGS)

- 51.01 shift differential of one dollar seventy five cents (\$1.75) shall be paid to an employee working a shift wherein the majority of the hours of such shift fall during the hours of 15:00 hours to 23:00 hours daily. Such premium shall not be considered as part of the employee's basic rate of pay.

ARTICLE 52 SHIFT DIFFERENTIAL (NIGHTS)

- 52.01 A shift differential of two dollars (\$2.00) shall be paid to an employee working a shift wherein the majority of the hours of such shift fall during the hours of 23:00 hours to 07:15 hours daily. Such premium shall not be considered as part of the employee's basic rate of pay.

ARTICLE 53 TRAVEL ALLOWANCE

- 53.01 Travel Allowance

Any Employee traveling twenty (20) Kilometers or greater from their home to Rivercrest Care Center will be paid an additional fifteen dollar (\$15.00) Travel Allowance for each shift. To qualify for such Travel Allowance the Employee must work at least six (6) hours per shift. It is the responsibility of the Employee to substantiate where they live and notify the Employer of any change of address. Any committee meeting that employees are required to attend will not be subject to the six (6) hour minimum listed above.

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 the first day of the month following ratification by the United Steelworkers, Local 1-207 and the Employer up to and including July 31st, 2019 and from year to year thereafter, unless notice, in writing, is given by either party to the other party not less than two (2) calendar months nor more than four (4) calendar months prior to the expiration date of its desire to amend this Agreement.

Signed this 18th day of November, 2019

On behalf of

Rivercrest Lodge Nursing Home Ltd.

Blair Halliday

On behalf of the

United Steelworkers, Local 1-207

Ray White

Ingrid James

Amy Munn

Yasmin Oudith

SCHEDULE A WAGE SCALE**UNITED STEELWORKERS**
LOCAL 1-207**Health Care Aide Wage Scale**

Level	Hours Worked	August 01, 2019	August 01, 2020	August 01, 2021
Probation	0-522	\$ 17.76	Wage re-opener	1% increase
Level 1	523-1950	\$ 18.25		
Level 2	1951-3901	\$ 18.80		
Level 3	3902-5852	\$ 18.94		
Level 4	5853-7803	\$ 19.17		
Level 5	7804-9754	\$ 19.72		
Level 6	9755-12528	\$ 20.62		
Level 7	12529+	\$ 21.65		

Physio/Occupational Therapy/Recreation Aide Wage Scale

Level	Hours Worked	August 01, 2019	August 01, 2020	August 01, 2021
Probation	0-522	\$ 16.60	Wage re-opener	1% increase
Level 1	523-1950	\$ 17.08		
Level 2	1951-3901	\$ 17.64		
Level 3	3902-5852	\$ 17.76		
Level 4	5853-7803	\$ 18.01		
Level 5	7804-9754	\$ 18.56		
Level 6	9755-12528	\$ 19.44		
Level 7	12529+	\$ 20.48		

All Other Support/Dietary/Housekeeping/Laundry Wage Scale

Level	Hours Worked	August 01, 2019	August 01, 2020	August 01, 2021
Probation	0-522	\$ 16.01	Wage re-opener	1% increase
Level 1	523-1950	\$ 16.26		
Level 2	1951-3901	\$ 16.43		
Level 3	3902-5852	\$ 16.62		
Level 4	5853-7803	\$ 16.92		
Level 5	7804-10440	\$ 17.52		
Level 6	10441 +	\$ 18.05		

Physio Assistants Wage Scale

Level	Hours Worked	August 01, 2019	August 01, 2020	August 01, 2021
Probation	0-1950	\$ 20.55	Wage re-opener	1% increase
Level 1	1951-3901	\$ 21.28		
Level 2	3902-5852	\$ 22.00		
Level 3	5853-7803	\$ 22.72		
Level 4	7804-9754	\$ 23.75		
Level 5	9755-12528	\$ 25.80		
Level 6	12529 +	\$ 25.80		

Maintenance/Ward Clerk/Reception/Accounting Wage Scale

Position	August 01, 2019	August 01, 2020	August 01, 2021
Maintenance	\$ 24.18	Wage re-opener	1% increase
Reception/Accounting	\$ 22.65		
Ward Clerk	\$ 22.08		

Cooks/Dietary Supervisor/Housekeeping Wage Scale

Position	August 01, 2019	August 01, 2020	August 01, 2021
Dietary Supervisor	\$ 21.00	Wage re-opener	1% increase
Cooks	\$ 20.38		
Housekeeping Laundry Supervisor	\$ 20.54		

Three year Collective Agreement from July 31, 2019 to August 1, 2022

Year 1 Lump Sum Fulltime and Part time \$150.00 Casual \$50.00

Year 2 Wage Reopener

Year 3 1% Increase in all Classifications

SCHEDULE B RETENTION BONUS

UNITED STEELWORKERS, LOCAL 1-207

Retention Bonus

The Employer shall pay each full time employee a Retention Bonus equal to twenty (20) hours of their base rate of pay for every six (6) month period that they are employed with Rivercrest. Such bonus shall be paid and determined on March 1st and September 1st. Part time employees shall be paid a Retention Bonus of ten (10) hours. Casual and temporary employees shall not qualify for this section of the agreement. The FTE is to be based on the pay out date (March 1st and September 1st). For this section of the agreement only, full time shall be based on thirty-two (32) hours per week averaged over the year. Retention bonuses will be paid on separate cheques. Bonuses will not be pro-rated (ie. The employee must be employed with Rivercrest at the time of pay out).

Signed this 18th day of November, 2019


On behalf of
Rivercrest Lodge Nursing Home Ltd.


Blair Halliday

On behalf of the
United Steelworkers, Local 1-207


Ray White


Ingrid James


Amy Munn


Yasmin Oudith

LETTER OF UNDERSTANDING MUTUAL AGREEMENT TO ADJUST FULL TIME EQUIVALENT

**Between
RIVERCREST LODGE NURSING HOME LTD.
- and -
UNITED STEELWORKERS, LOCAL 1-207**

RE: MUTUAL AGREEMENT TO ADJUST FULL TIME EQUIVALENT

The Employer and the Union acknowledges the desire of some Part Time Employees to Increase their Full Time Equivalences'. Accordingly, in those situations when regular part time hours have been posted and no one has bid on them, the following shall apply:

- (i.) The available hours will be posted with the stipulation that they can be blended with your current FTE.
- (ii.) In order to qualify for the additional available hours the increase to your FTE would have to be Collective Agreement compliant.
- (iii.) The Employer will notify the Union in writing of the successful candidate.
- (iv.) This Letter of Understanding will not change or alter the posting procedure outlined in the Collective Bargaining Agreement.
- (v.) A Part Time Employee may become a Full Time Employee through the operation of this Letter of Understanding.

This Letter of Understanding will expire one year from the date it is signed and agreed to.

Signed this 18th day of November, 2019

On behalf of
Rivercrest Lodge Nursing Home Ltd.

Blair Halliday

On behalf of the
United Steelworkers, Local 1-207

Ray White

Ingrid James

Amy Munn

Yasmin Oudith