

**COLLECTIVE AGREEMENT**

**BETWEEN**

**UNITED NURSES OF ALBERTA LOCAL #90**

**AND THE**

**RIVERCREST LODGE NURSING HOME LTD.**

**FOR THE PERIOD**

**JULY 1, 2017 – MARCH 31, 2020**

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COLLECTIVE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_.

**BETWEEN**

**RIVERCREST LODGE NURSING HOME LTD.**

(hereinafter referred to as the “Employer”)

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #90**

(hereinafter referred to as the “Union”)

**ARTICLE 1: TERM OF THE COLLECTIVE AGREEMENT**

- 1.01 This Agreement shall be in force and effect from and after the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification by their principals of the terms of this Agreement, up to and including March 31, 2020 of desire to amend, or enter into a new Agreement is given in writing by either party not less than 30 days and not more than 120 days prior to the expiration date.
- 1.02 Where notice is served by either party under the Labour Relations Code, provisions of this Collective Agreement shall continue in accordance with the provisions of Section 128 of the Labour Relations Code.

**ARTICLE 2: DEFINITIONS**

- 2.01 “Employer” shall mean Rivercrest Lodge Nursing Home Ltd.
- 2.02 “Union” shall mean the United Nurses of Alberta Local which is party to this Agreement.
- 2.03 “Employee” shall mean any Employee who is employed as an Employee by the Employer in the capacity of a Certified Graduate Staff Nurse, Registered Staff Nurse or Registered Psychiatric Staff Nurse and for whom the Union has through the Labour Relations Board obtained the status of bargaining agent, and whose employment is designated as:
- (a) Full-time Employee: An Employee regularly scheduled to work 77.5 hours every two (2) weeks.

- (b) Part-time Employee: An Employee who is regularly scheduled to work less than the number of hours established for full-time employment every two (2) weeks. A Part-time Employee who is filling in for a Full-time Employee shall not be deemed to be a Casual Employee.
- (c) “Casual Employee” shall mean:
  - (i) one who is hired as casual and may be called in to fill in as required, and works a limited number of Shifts.
  - (ii) one who may, with their consent, work on a call basis and who is not regularly scheduled by the Employer more than seven (7) calendar days in advance, or,
  - (iii) one who may, with their consent, be regularly scheduled to fill a full-time or a part-time position for a period of less than three (3) months for either a specific job or a vacancy where the Employee is expected to return to work.
- (d) “Temporary Employee” shall mean an Employee who is hired for a full-time or a part-time position for fixed term of three (3) to 12 months inclusive.

2.04 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of the educational allowance but exclusive of all other allowances and premium payments.

2.05 (a) “Certified Graduate Nurse” means a person whose name is on the Certified Graduate Nurses Register and who holds an annual or temporary permit pursuant to the *Health Professions Act, R.S.A. 2000, c. H-7 and Regulations*.

(b) “Graduate Nurse – Temporary Permit Holder” means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the *Health Professions Act and Regulations*.

(c) “Graduate Psychiatric Nurse” means a person whose name is on the Temporary Register and who holds a temporary registration pursuant to the *Health Professions Act and Regulations*.

2.06 “Registered Nurse” means a person who has been issued a certificate of registration as a Registered Nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.

2.07 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a Registered Psychiatric Nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.

- 2.08 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.09 The singular shall mean the plural and vice versa as applicable.
- 2.10 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.11 “Cycle of the Shift Schedule” means the period of time when the Shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term “Cycle of the Shift Schedule” shall be understood to mean a period of time not exceeding 12 weeks.

### **ARTICLE 3: RECOGNITION**

- 3.01 Any changes deemed necessary in the Collective Agreement may be made in writing by mutual agreement between the parties at any time during the existence of the Collective Agreement and shall form part of this Collective Agreement. If changes are made, the Employer and the Union will jointly notify the Employees covered by the terms and conditions of this Collective Agreement.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 3.03 The Union and the Local will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.
- 3.04 Where a provision of the Collective Agreement refers to a requirement for some form of communication to the Union or Local to be in writing, such requirement is satisfied by the provision of such in an electronic form.

### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.01 The Employer retains the sole and exclusive control of all matters concerning the operation, management and administration of its business unless otherwise provided by this Collective Agreement. Without restricting the generality of the foregoing, the Employer may hire, classify, promote and, for just cause may discipline, demote, suspend or discharge any Employee or Employees, all in accordance with its commitments and responsibilities. The Employer also retains the right to determine the number of Employees needed in any classification, to determine whether or not a position will be continued or declared redundant, and to layoff Employees if, in the opinion of the Employer there is a need to reduce the workforce.

4.02 The Employer will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

#### **ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS**

5.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement, when employed in direct nursing care or instruction therein.

5.02 (a) The Employer shall deduct from the earnings of each Employee covered by this Collective Agreement monthly amounts equal to the fixed monthly dues as specified by the Union. Such deductions shall be forwarded to the Provincial Office of the United Nurses of Alberta, or its authorized representative, not later than the 15th day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made specifying the amounts of Union dues deducted and Gross Earnings of each Employee. Such lists shall indicate newly hired and terminated Employees.

(b) The Employer shall provide to the Union on a monthly basis, in an electronic format, a listing(s) of Employees specifying the following:

- (i) name of Employee;
- (ii) classification;
- (iii) category (regular, casual); including Employees on recall;
- (iv) full-time equivalency;
- (v) for Regular Employees, their seniority date, for Casual Employees, their date of hire within the bargaining unit; and
- (vi) address;
- (vii) Basic Rate of Pay;
- (viii) long-term absence status (where applicable).

5.03 The Union shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in Union dues.

- 5.04 A notice board in the Med Room shall be available for utilization by the Employer and Employees, easily accessible and conspicuous to the Employees, as provided by the Employer. In addition to normal business purposes, this shall be only utilized for documentation for purpose of posting information related to the Union's activities. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.05 (a) A representative of the Union shall have the right to make a presentation of up to 30 minutes at the orientation of an Employee with respect to the structure of the Union, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further, that a representative of the Employer may be present at such presentation.
- (b) The Employer shall advise the Union President or designate of the date, time and place for such orientation, and any changes in the scheduling of each orientation. The Employer shall also endeavour to provide the Union President or designate the number of new Employees expected at the orientation.
- 5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to represent the Union at conventions, workshops, institutions, seminars, or for Union business, such request to be on a minimum five (5) business days' notice. In the event the Union wishes more than one (1) Employee to obtain such leave of absence, the parties shall be responsible to mutually work together to ensure adequate coverage, however, in the event the Employer upon making reasonable effort to obtain replacement is not able to obtain same on a without additional cost basis, it shall be the Employee's responsibility to obtain replacement coverage.
- (b) Excluding those Employees on a full-time Union leave, time off granted in accordance with Article 5.06(a) and (b) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a 15% administration fee.

## **ARTICLE 6: NO DISCRIMINATION**

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, ancestry, place of origin, source of income, political or religious belief, gender, sexual orientation, marital status, family status, physical disability, mental disability, gender identity, gender expression 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 Agreement or any law of Canada or Alberta.



6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

#### **ARTICLE 7: PROBATION AND ORIENTATION**

7.01 (a) “Probation period” shall mean the first 528 worked hours of employment. The Employer shall provide an evaluation of each probationary Employee at least once during their probationary period and again prior to the completion of their probationary period.

(b) During these evaluations, the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.

7.02 Subject to Article 7.01, if a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.

7.03 A probationary period will only be extended with the written consent of the Union.

7.04 The Employer shall provide a paid orientation period for all new Employees as follows: the Employee’s first three (3) Shifts of patient/resident/client care shall be under guidance or supervision. Orientation to the site shall be provided prior to the conclusion of the aforementioned three (3) Shifts. Where the Employee will be on rotating Shifts, the three (3) Shifts shall all be day Shifts unless the Employee is hired to work evening or night Shifts. In these situations, at least two (2) of the three (3) Shifts may be the Shifts which the Employee is designated to work. The broader orientation to the organization may be provided beyond the aforementioned three (3) Shifts as determined by the Employer. A request by an Employee for additional orientation shall not be unreasonably denied.

7.05 An Employee, absent for six (6) months or more, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

#### **ARTICLE 8: VACANCIES, PROMOTIONS AND TRANSFERS**

8.01 In making promotions and transfers within the bargaining unit, the determining factors shall be skill, training, knowledge, efficiency and other relevant attributes and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.

8.02 (a) The transferred or promoted Employee will be given a trial period of 325.5 hours worked in which to demonstrate their ability to perform the new assignment satisfactorily.

- (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.
- (c) Should the Employee fail to succeed during the trial period, or the Employee request reinstatement to their former position prior to the end of the trial period, the Employer shall reinstate the Employee in their former position or, if such reinstatement is not possible, place the Employee in another suitable position. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had they remained in their former position.
- (d) A notice of vacancy shall include a general description of the work, unit (if applicable), and shall specify the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position. In addition, the commencement date for the position, which may be altered by mutual agreement between the Employee and the Employer. For temporary positions, the notice of vacancy shall also indicate the expected term. For informational purposes only, the current Shift pattern.
- (e) All postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday.

8.03 The Employer will endeavour to fill all vacancies from within the bargaining unit.

8.04 Notice of vacancies shall be posted within the department seven (7) calendar days in advance of the appointment. When the circumstances require that a 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. Vacancies may be filled outside of the bargaining unit in the event that no existing bargaining unit members apply for the vacancy or the applicant(s) do(es) not have appropriate qualifications in which event the Employer shall advise the Union of such.

8.05 All applications for employment, transfer or promotion shall be made to such officer of the Nursing Home as the Employer may designate.

8.06 At time of hire or transfer, or change of hours in accordance with Article 13.02 or change of category to part-time or casual, all Employees shall receive a letter which shall include the following:

- (a) category (regular, temporary or casual);
- (b) classification;
- (c) number of hours per Shift and Shifts per Shift cycle;
- (d) date of hire and transfer (if applicable); and
- (e) increment level.

These shall not be altered except by the operation of the provisions of this Collective Agreement.

8.07 In instances where a Regular Employee accepts a temporary position which is outside the scope of this the resultant vacancy shall be posted as a temporary position, not exceeding 12 months. During this 12 month period, the former Employee may be reinstated into their former position. The Union shall be notified whenever this clause is applied.

## **ARTICLE 9: HOURS OF WORK**

- 9.01 (a) A Full-time Employee shall be an Employee who is scheduled to work 7.75 consecutive hours per day and regular hours of work averages 77.50 hours every two (2) week period over a Shift schedule pursuant to Article 9.04.
- (b) Regular hours of work shall:
- (i) include, as scheduled by the Employer, two (2) rest periods of 15 minutes during each full working Shift of 7.75 hours; or
  - (ii) include, as scheduled by the Employer, one (1) rest period of 30 minutes during each full working Shift of 7.75 hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
  - (iii) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each half Shift of not less than four (4) hours; and
  - (iv) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours. Employee requests for meal periods of more than 30 minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied.
- (c) Although meal periods are excluded in the calculation of regular hours of work, Employees required to be readily available for duty during their meal period shall be so advised in advance and paid for those meal periods at their Basic Rate of Pay.
- (d) Employees recalled to duty during their meal periods or rest periods or unable to take a rest period or meal period, shall be given a full meal period or rest period later in their Shift, or, where that is not possible, be paid as follows:

- (i) for a rest period, at two times (2X) their Basic Rate of Pay rather than at straight time; or
- (ii) for a meal period for which the Employee is entitled to be paid under Article 9.01(c), at two times (2X) their Basic Rate of Pay rather than at straight time; or
- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.

9.02 Where the parties to this Collective Agreement agree to implement a system employing extended working days and resultant compressed work week the Employer and the Union shall meet to negotiate extended work day provisions.

9.03 Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:

- (i) at least 15 hours off duty between Shifts;
- (ii) consecutive days of rest on alternating weekends; and
- (iii) not more than five (5) consecutive scheduled days of work.

9.04 Schedules will be posted at least 12 weeks in advance however the Employer will endeavour to post as early as practicable.

9.05 Employees may exchange Shifts amongst themselves provided that:

- (i) the exchange is agreed to, in writing, between the affected Employees;
- (ii) prior approval of the exchange has been approved by the immediate supervisor or designate;
- (iii) the Employer will not incur additional costs as a result of exchange; and
- (iv) there is no impact on care delivery.

9.06 Except by mutual consent or in the case of emergency, Shift schedules shall provide for two (2) consecutive days of rest in each period of seven (7) days, averaged over the Shift schedule.

9.07 (a) Employees who are required to rotate Shifts shall be assigned day duty approximately 1/3 of the time unless otherwise mutually agreed by the Employee and the Employer, provided that in the event of an emergency an Employee may be assigned to such Shift as may be necessary.

- (b) Evening Shift shall be defined as a Shift where the majority of such Shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2330) hours.
- (c) Night Shift shall be defined as a Shift where the majority of such Shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0730) hours.
- (d) Day Shift shall be defined as a Shift where the majority of such Shift falls within the period of zero seven hundred (0700) hours to fifteen hundred (1530) hours.

9.08 In the event that an Employee reports for work as scheduled and is requested by the Lodge to leave, the Employee shall be compensated for their inconvenience by a payment equivalent to three (3) hours at their Basic Rate of Pay.

#### **ARTICLE 10: OVERTIME**

- 10.01 Overtime must be approved in advance by the Employer with the exception of an emergency situation. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization. The Employer shall be advised within one (1) business day after the Shift.
- 10.02
  - (a) Hours which constitute overtime shall be all hours worked in excess of 7.75 hours a day.
  - (b) Hours which constitute overtime shall be all hours worked in excess of 77.5 hours in a two (2) week period averaging each two (2) week period over the Shift scheduling period.
- 10.03 All overtime shall be paid at the rate of one and one-half (1 1/2) times the Employee's Basic Rate of Pay for the first four (4) hours of overtime, and then two times (2X) the Employee's Basic Rate of Pay thereafter. A request by an Employee to take time back in lieu of overtime at the applicable rate (one and one-half times (1 1/2X) for the first four (4) hours of overtime and then two times (2X) thereafter) will not be unreasonably denied.
- 10.04 Any Employee who works a double Shift will be entitled to a free meal.
- 10.05 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first hour the Employee reports to work.

## **ARTICLE 11: SALARIES, DIFFERENTIALS, AND PREMIUMS**

### **11.01 Basic Rate of Pay**

Hourly rates of pay and increments as set out in the Salaries Appendix shall be applicable to all Employees covered by this Collective Agreement effective on the dates specified therein.

11.02 All Employees will be paid bi-weekly pursuant to Article 11.04.

11.03 The Employer shall issue direct deposit in the manner which holds private, information on such documents.

11.04 An Employee's direct deposit will be issued bi-weekly and any errors in a pay shall be reported immediately to the supervisor and will be reflected on the next regular payroll.

### **11.05 Salary Increments**

The Employee will receive an increment in their salary as in accordance with the agreed salary scale, after completing 2008 worked hours of employment and thereafter in accordance with the Salaries Appendix.

The Employer will provide regular advice indicating cumulative hours worked for the purposes of determining increments, floater and other matters relating to worked hours.

### **11.06 Shift Differential and Weekend Premium**

(a) A Shift differential of \$2.50 per hour shall be paid to Employees working an evening Shift and a Shift differential of \$3.50 per hour shall be paid to Employees working a night Shift as so defined in Article 9.10.

(b) In addition, a weekend premium of \$2.50 per hour shall be paid to Employees for all hours worked on the following Shifts:

(i) the evening Shift as so defined in Article 9.07 commencing at 1500 hours on Fridays, Saturdays and Sundays;

(ii) the night Shift as so defined in Article 9.07 commencing at 2300 hours on Fridays, Saturdays and Sundays; and

(iii) the day Shift as so defined in Article 9.07 commencing at 0700 hours on Saturdays and Sundays.

11.07 All differentials, and premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay as defined by Article 11.01.

## **ARTICLE 12: LAYOFF AND RECALL**

- 12.01 (a) In case it becomes necessary to reduce the working force, the Employer will notify Employees who are to be laid off 14 calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the 14 calendar days' notice shall not apply where the layoff results from an Act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an Act of God, fire, flood; 14 days' notice is not required but up to two (2) weeks' pay in lieu thereof shall be paid to affected Employees.
- 12.02 (a) Subject to the provisions of Article 12.02(b), layoff shall occur in reverse order of seniority.
- (b) Notwithstanding the provisions of Article 12.02(a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 12.02(a) would result in retaining Employees who do not have the ability to perform the work.
- 12.03 (a) An Employee whose position is eliminated by the Employer, and such Employee is not the least senior Employee in accordance with the seniority list, shall have the right to displace a less senior Employee, or at their option, take a position which is vacant. An Employee displaced by this provision shall have the same rights as an Employee whose position is eliminated. There shall be no bumping other than within the facility Employee group covered by certificate No. 20-98.
- (b) Where an Employee exercising their rights in 12.03(a) is reassigned to a lower classification, such Employees' rate of pay shall not be reduced until such time as the rate of the classification in which they are employed exceeds that of the Employee.
- 12.04 (a) When increasing the workforce, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of 14 calendar days' duration or longer.
- (b) When the work period is for a shorter duration, the Employer shall offer such work to laid off Employees in order of their seniority before offering the work to a Casual Employee. An Employee on layoff shall have the right to refuse an offer of work period of 14 calendar days or less without adversely affecting their recall status.

- (c) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible not later than five (5) days following the date of the telephone call or the date the letter registered.
- 12.05 No new Employees shall be hired while there are other Employees on layoff as long as laid off Employees are ready, willing and able to perform the work required.
- 12.06 Employees laid off, may with the assistance of or through the Employer, make arrangements for payment of the full premiums of the benefits.
- 12.07 Other than for the continuance of seniority, discipline, grievance and arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall.
- 12.08 The employment of an Employee shall be considered terminated when they do not return from layoff as required, or has been on layoff for a period of 12 months without being recalled.

### **ARTICLE 13: SENIORITY**

- 13.01 (a) An Employee's "seniority date" shall be the date on which a Regular or Temporary Employee's continuous service within the bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.
  - (b) Continuous service within the bargaining unit shall include:
    - (i) service as a bargaining unit Employee in direct nursing care or community health nursing, and
    - (ii) service with any Employer with a bargaining relationship with UNA provided that the Collective Agreement with that Employer contains a reciprocal clause.
- provided that there has not been a break of six (6) months or more in the Employee's continuous employment.



Such seniority will be considered in accordance with Article 13.02, but shall have no impact upon the Employee obtaining an initial position subject to Article 8: Vacancies, Promotions and Transfers; the Employee's starting salary subject to Article 27: Recognition of Previous Experience; vacation entitlement subject to Article 18: Vacation and Holiday Pay; sick leave accrual subject to Article 21: Sick Leave, or severance.

- (c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 13.01(a).

13.02 Seniority shall be considered in determining:

- (a) assignment of available Shift schedules subject to the provisions of Article 9;
- (b) preference of vacation time;
- (c) layoffs and recalls, the qualifications specified in Article 12;
- (d) promotions and transfers within the scope of this Collective Agreement.

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

- (a) when an Employee resigns from the Nursing Home.
- (b) when an Employee has been terminated from the Nursing Home.
- (c) upon the expiry of 12 months following layoff during which time the Employee has not been recalled to work;
- (d) if an Employee does not return to work on recall.

13.04 Within three (3) months of the signing date of this Collective Agreement and annually thereafter, the Employer shall provide the Union with a seniority list containing the name and seniority date of each Employee, in chronological order. The Union may question any inaccuracy within three (3) months of receiving the list. Thereafter, the dates shall be considered as being established.

## **ARTICLE 14: DISCIPLINE, DISMISSAL AND RESIGNATION**

- 14.01 The Union and the Employer recognize that it is necessary for the Employer through its Case Managers or Site Manager/Director of Care to comment from time to time on an Employee's work including comments of a critical nature in relation to policies and procedure, family input, client complaints and other such related operational matters. Such comments shall be verbal and the Employer will attempt to focus the majority of any such comments through Resident Case Managers as opposed to the Site Manager/Director of Care. Further, such comments shall not be considered disciplinary in nature and shall not be subject to any grievance procedure. The Employer shall not use this process as a form of harassment or bullying. The foregoing does not restrict the Employer, Employee and Union from meeting to discuss the matter at the request of any of the named parties. In the event of a family complaint, the Employer will work with the Union in an endeavour to adopt agreeable policy which takes into account concerns of confidentiality and resident or family concerns yet as well addresses on a reasonable basis the rights of an individual to due process and natural justice. Any process must be consistent with the contractual and legislative requirements of the Employer.
- 14.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee within ten (10) days of the date the Employer first became aware of the incident. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed, in writing, of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 14.03 In the event of unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to warrant suspension or dismissal for just cause, particulars shall be given to the Employee within seven (7) days of such determination and the parties shall meet including representation from the Union if requested by the Employee, to review and discuss matters in an attempt to resolve the situation to the satisfaction of both parties. In the event the matter is not resolved to the satisfaction of both parties and the Employer decides to proceed with further action, this matter may be subject to the grievance procedure.
- 14.04 The procedures stated in Article 14.01 and 14.02 do not prevent immediate suspension or dismissal for just cause.

- 14.05 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall be reasonable in the circumstances. The Employer shall endeavour to give advance notice of not less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Union. The Employer shall inform the Employee when giving the Employee reasonable advance notice of the disciplinary discussion that the Employee may be accompanied by a representative of the Union. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.
- 14.06 (a) An Employee who has been subject to disciplinary action may, after one (1) year of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the above period. The Employer shall confirm in writing to the Employee that such action has been effected.
- (b) Once a disciplinary record is eligible for removal as per Article 14.06(a), the Employer shall not rely on discipline in responding to new misconduct or performance issues.
- 14.07 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- 14.08 When termination is initiated by an Employee, the Employee will be paid their regular pay (including holiday pay) up to and including the last day worked. Such payment shall be paid on the last day of employment if it falls on a Monday to Friday and provided 14 days termination notice is given by the Employee.
- 14.09 All benefits cease upon termination.
- 14.10 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 14.11 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested by the Employee, a written copy of the Employer's report shall be forwarded to the Union forthwith.

**ARTICLE 15: NAMED HOLIDAYS**

15.01 (a) Regular and Temporary Full-time Employees shall be eligible to receive a day off with pay on or for the following Named Holidays:

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

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

- (a) work their 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;
- (b) work on the holiday when scheduled or required to do so.

15.03 (a) An Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) the Employee's Basic Rate of Pay plus:

- (i) an alternate day off at a mutually agreed time;
- (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
- (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.

for such day at the Employee's Basic Rate of Pay.

- (b) The Employer shall not schedule the alternate day off with pay as provided in Article 15.03(a) and (b) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within 30 calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay.

15.04 The parties will endeavour to have the scheduled day off adjacent to a scheduled day of rest, however there shall be no guarantee in this regard.

- 15.05 Unless otherwise requested, an Employee who is normally scheduled for all Named Holidays shall be so scheduled to be provided with days off on at least four (4) of the actual Named Holidays unless otherwise requested by the Employee. One (1) of these four (4) Named Holidays shall be either Christmas Day or New Year's Day.
- 15.06 Part-time and Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5% of their regular earnings in lieu of Statutory Holidays.

#### **ARTICLE 16: FLOATER DAY**

- 16.01 The Employer shall provide to each Employee who has worked a minimum of 1920 hours of work one (1) day off with normal pay. Days off shall be provided on a day mutually agreed upon as between the Employer and the 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 overtime or scheduling difficulties.
- 16.02 After an Employee has become entitled to and received their first floater day off, that Employee will be entitled to an additional floater day off every additional 1840 hours of work. All other terms and conditions as to floater day shall remain the same as in the proceeding paragraph.
- 16.03 Casual and Temporary Employees may earn entitlement to floater days; however, no partial entitlement may be credited at any time.

#### **ARTICLE 17: PERSONAL LEAVE**

- 17.01 (a) Each Employee shall be entitled to 23.25 Personal Leave hours each year, from April 1<sup>st</sup> through March 31<sup>st</sup>. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including attending appointments with family members. While the use of Personal Leave days is not restricted from being combined with vacation or long weekends where applicable and appropriate, Personal Leave days are not intended for the purposes of extending time off from work. Requests for Personal Leave shall not be unreasonably denied.
- (b) If employment commences on or after August 1<sup>st</sup> of the year, Personal Leave days will be prorated for the remainder of the year as follows:
- (i) August 1st – November 30th: two (2) Personal Leave days;
  - (ii) December 1st – March 31st: one (1) Personal Leave day.

**ARTICLE 18: VACATION AND HOLIDAY PAY**

- 18.01 Vacation time must be utilized during the employment year it is accumulated.
- 18.02 All vacation pay for Full, Part-time, Casual and Temporary Employees will be calculated as follows:
  - (i) Up to 6024 worked hours: 6%
  - (ii) 6025 worked hours to 12048 worked hours: 8%
  - (iii) 12049 worked hours to 24096 worked hours: 10%
  - (iv) After 24096 worked hours: 12%
- 18.03 Vacations may not be extended except by special permission of the supervisor.
- 18.04 When approving vacation time, Employee's seniority shall be the factor in determining vacation.
- 18.05 Upon leaving on vacation, an Employee will receive their regular salary up to and including the last day they worked, plus vacation pay as per the above.
- 18.06 Vacation pay payments will be made on one (1) scheduled day per month for all Employees notwithstanding the date that the Employee will be last working prior to vacation. i.e. on one (1) scheduled date during the month, vacation pay will be calculated up to a specific date no later than three (3) days prior to the date of calculation for all Employees who will be taking vacation during that month and vacation pay will be paid on that specific date for all Employees taking vacation during the month.
- 18.07 The following vacation period and vacation pay shall be considered equivalent:
  - (i) 6% - 3 weeks
  - (ii) 8% - 4 weeks
  - (iii) 10% - 5 weeks
  - (iv) 12% - 6 weeks

**ARTICLE 19: LEAVES OF ABSENCE**

- 19.01 A leave of absence is an absence for more than ten (10) consecutive working days excluding compassionate leave and illness and is without pay or benefit and seniority accumulation. The Employee's date for increments will change according to the length of leave of absence.

- 19.02 The Director of Nursing or designated alternate may approve absence from work for ten (10) working days or less provided said absence does not interfere with the operation of the said department.
- 19.03 In applying for leave of absence, written application must be made through the department head to the administration who will notify the accounting office immediately. If granted, the following procedure will exist:
- (a) If the leave of absence is for a period exceeding two (2) months the Employee will reconfirm with the Employer two (2) months prior to the return to work that they are again returning on the agreed date, (if the leave is for two (2) months or less, then the day the Employee leaves, they will confirm when they will be back) and once again, one (1) month prior to the agreed date. Failure to reconfirm the second time, will result in a notice sent to the Employee and failure to respond within one (1) week will result in termination of employment, cancellation of all benefits and privileges.
- 19.04 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 Employer.

#### **ARTICLE 20: COMPASSIONATE LEAVE**

- 20.01 Upon request, a permanent Employee shall be granted reasonable leave of absence in the death of a member of the Employee's immediate family (i.e. children, parents, brother, sister, spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, guardian, grandmother, grandfather). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family.
- 20.02 For the first three (3) consecutive scheduled days of such leave of absence, the Employee shall suffer no loss of regular earnings, to attend the funeral of that individual.
- 20.03 Alternately, all Employees shall be allowed up to three (3) consecutive scheduled days leave with full pay in the event of death in the immediate family as defined in Article 20.01, if they are unable to attend the funeral of that individual and desire such leave, which shall be referred to as mourning leave.
- 20.04 In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services. In the event there is suspected abuse, such abuse is subject to disciplinary measures as outlined herein.
- 20.05 Compassionate leave is not available to casual staff.

**ARTICLE 21: SICK LEAVE**

- 21.01 (a) Sick leave is provided by the Employer for any personal illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) An Employee on sick leave shall be paid for the period of such leave at their Basic Rate of Pay and the number of hours thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount accumulated. Such payment shall be to the extent of hours missed on scheduled Shifts.
- 21.02 Sick Leave Credits
- (a) Upon completion of 528 hours worked, Employees shall receive (3) days of sick leave credits.
- (b) After 528 hours worked, Employees shall be entitled to accumulate sick leave credits at the rate of one and one quarter (1 1/4) day for every 174 hours worked up to a maximum of 70 days.
- 21.03 On request, Employees shall be informed of their total number of remaining sick leave credits.
- 21.04 An Employee applying for sick leave credits must, at the request of the Employer, submit a medical certificate covering such illness, quarantine, or accident not compensatable by Workers' Compensation Board (WCB). Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.
- 21.05 Sick leave will not be granted or paid for pregnancy, however, illness during and/or related to the pregnancy supported by a doctor's certificate if requested by the Employer will be approved sick leave.
- 21.06 Employees reporting off sick must make every reasonable effort to notify the Employer four (4) hours before the commencement of their duties so that a replacement may be arranged or duties redistributed.
- 21.07 Each Employee shall be entitled to two (2) Special Leave Days for purposes of illness in the immediate family. Time taken for Special Leave shall be deducted from an Employee's sick leave credits. This provision is available only in the instance that the Employee is attending upon that immediate family member, to assist them during their illness.



- 21.08 An Employee injured during working hours will notify the Employer as soon as practicable after the accident. An Employee receiving Workers' Compensation Board benefits may not apply for sick leave pay. There shall be no deduction from accumulated sick leave credits while the Employee is receiving benefits from the Workers' Compensation Board.
- 21.09 An Employee who exhausts their sick leave credits during the course of an illness, quarantine or accident, shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to 24 months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave, the Employee shall provide the Employer with one (1) month's notice of their intention to return to work. The Employer shall then reinstate the Employee in the same classification pursuant to Article 2.03, which the Employee held immediately prior to the absence, subject to the Layoff and Recall provisions of this Collective Agreement.
- 21.10 In the event that an Employee wrongfully claims sick leave credits or abuses sick leave privileges, the Employee shall be deemed to have been absent without permission and shall not receive sick leave pay for the period of the wrongful sick leave claim. Such conduct, may, subject to Article 29, be considered grounds for suspension or discharge.

## **ARTICLE 22: WORKERS' COMPENSATION**

- 22.01 Workers' Compensation Board coverage will be provided by the Employer for an Employee.
- 22.02 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation.
- 22.03 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 22.04 (a) An Employee who is incapacitated and unable to work as a result of an accident or an occupational disease while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, may elect to receive either as approved in the discretion of the Employer:
- (i) compensation payments directly from the Workers' Compensation Board based on current legislation requirements; or,

- (ii) 90% of net take home pay from the Employer calculated at the Basic Rate of Pay for regularly scheduled hours of work, less any statutory or benefit deductions, for each day absent due to such disability provided that the Employee assigns over to the Employer, on proper forms, the monies due to the Employee from the WCB for time lost.

## **ARTICLE 23: MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **23.01 Maternity Leave**

- (a) An Employee who has been employed for 90 days or longer shall, upon written request providing at least two (2) weeks advance notice where possible, be granted maternity leave to become effective 12 weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave no later than the date of delivery.
- (b) Maternity leave shall not exceed 62 weeks unless mutually agreed otherwise between the Employee and the Employer.
- (c) Maternity leave shall be without pay and benefits except for the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work. She will be treated in every respect the same as any other Employee on sick leave.
- (d) An Employee on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by that Employee immediately prior to taking the leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and reinstate the other benefits that accrued to the Employee up to the date the leave commenced.

**23.02 Adoption/Parental Leave**

- (a) Upon request, an Employee who has completed the probationary period, shall, upon request, be granted leave without pay and benefits for up to 52 weeks that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by that Employee immediately prior to taking the leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and reinstate the other benefits that accrued to the Employee up to the date the leave commenced.
- (b) In the event that the Employee is seeking adoption leave, the Employee will keep the Employer apprised of the progress of the proceedings and give the Employer as much reasonable notice as is practicable prior to commencing such leave.

**ARTICLE 24: CHARGE/FACILITY RESPONSIBILITY**

24.01 The Employer shall designate a person to be in charge of each separate work area (Long-term Care and Hospice). In the absence of an out of scope manager who is a Registered Nurse (RN) (Site Manager/Director of Care, Case Manager, or Quality Assurance manager) an RN shall be designated in charge and shall be paid \$2.00 per hour in addition to the Employee's Basic Rate of Pay.

**ARTICLE 25: PERFORMANCE APPRAISALS AND PERSONNEL FILE**

25.01 All Employees will have an opportunity to discuss their work with their supervisors on an annual basis. The purpose of the performance appraisal is to assist the individual in obtaining job satisfaction for both parties and provide a forum for discussion of any complaints or problems.

- 25.02 (a) All evaluations shall be in writing.
- (b) Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice which shall not be less than 24 hours. At the interview, the Employee shall be given a copy of their evaluation document. The Employee shall sign their evaluation for the sole purpose of indicating they are aware of the evaluation, and shall have the right to respond, in writing, within seven (7) days of the interview and their reply shall be placed in their personnel file.

- 25.03 (a) Once each year and when the Employee has filed a grievance, an Employee may view their personnel file within five (5) working days of an appointment being made. An Employee may be accompanied by a Union representative when viewing their personnel file.
- (b) An Employee shall be given a copy of the contents of their personnel file upon request, not more frequently than once in a calendar year; or when the Employee has filed a grievance, provided that the Employee first pays to the Employer a fee to cover the copying which fee shall be established by the Employer.
- 25.04 An Employee's evaluation 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.
- 25.05 In no instance shall the Employer be required at any time to remove any matters from the file in contravention with any policies of Alberta Health, any operational legislation and regulations or the Regional Board policies and under all circumstances residents' confidentiality shall be maintained.

#### **ARTICLE 26: NOTIFICATION**

- 26.01 Each party will designate a person or persons and all correspondence between the parties arising out of the Collective Agreement or incidental thereto shall pass to and from such designated persons.

#### **ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE**

- 27.01 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
- (a) Experience prior to a five (5) year lapse will not be recognized.
- (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the 8th increment in the salary scale.
- (c) If a Registered Nurse or Registered Psychiatric Nurse has completed a nursing refresher course within the past 12 months, the Employer will recognize experience that is more than five (5) years old.
- 27.02 Additional time worked, measured in hourly units and not credited for purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment

**ARTICLE 28: EDUCATIONAL ALLOWANCE AND TRAVEL ALLOWANCE**

- 28.01 (a) For the purposes of establishing an Employee's Basic Rate of Pay, the Employer will recognize any certificate or degree relevant to Registered Nursing or Registered Psychiatric Nursing practice at Rivercrest Lodge Nursing Home offered by a *bona fide* post-secondary educational institute including but not limited to a Canadian Nurses Association (CNA) Certificate, Baccalaureate Degree, Masters Degree or Doctorate Degree by providing an education allowance of \$0.25 per hour to be included in the Employee's Basic Rate of Pay.
- (b) An educational allowance for a Degree pursuant to Article 28.01(a) shall be payable only upon the Employee providing the Employer with satisfactory proof that the Degree is a Nursing Degree program recognized by Nursing Education Program Advisory Board (NEPAB) or International Qualifications Assessment Service (IQAS).
- (c) Educational allowances are not cumulative.
- (d) Educational allowances shall be paid from the date the Employee provides proof of qualifications to the Employer.

**ARTICLE 29: GRIEVANCE PROCEDURE**

29.01 A grievance shall be defined as a difference between the Employer and either the Employee or the Union as to the interpretation, application, operation or any contravention or alleged contravention of this Collective Agreement.

29.02 **Communication**

- (a) Any notice of advice which the Employer or members of its administrative staff; or
- (b) Any notice of advice which the Union or the Employee is required to give in respect of any matter referred to in this Article shall be sufficient if delivered to the applicable person as identified in Article 26 (Notification).

29.03 **Time Periods**

- (a) For the purpose of this Article, periods of time shall mean consecutive calendar days exclusive of Saturdays, Sundays and the Named Holidays named in this Collective Agreement.

- (b) Should the Employee or the Union fail to comply with any time limits in the grievance procedure, the grievance shall be considered conceded and shall be abandoned unless the parties have mutually agreed, in writing, to extend the time limits.
- (c) 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, unless the parties have mutually agreed, in writing, to extend the time limits.

29.04 An Employee or the Union shall the right at any time to have the assistance of a Union representative relating to a current filed grievance.

29.05 Except for Step I, replies to grievances shall be in writing at all stages.

29.06 The Employer shall supply the necessary facilities for joint grievance meetings.

29.07 **Policy Grievance**

- (a) Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) Employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within seven (7) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.
- (b) A policy grievance may be submitted at Step II.
- (c) Add ability for Employer grievance i.e. the Employer may bring a grievance to the Union with respect to alleged interpretation, application, operation or contravention of this Collective Agreement and in such event Step I consists of Case Manager discussions with the Employee, Step II will consist of Employee and Union representative discussions with the Site Manager/Director of Care, Step III the same Employee and Union representative with the Chief Operating Officer and Step IV the grievance procedure.

## 29.08 **Grievance Procedure**

### **Step I**

- (a) An Employee who believes that they have a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with a Case Manager or designate within ten (10) days of the date the Employee first became aware of, or reasonably should have become aware of, the occurrence. The Employee shall have the right to be accompanied by a Union representative while discussing the matter with a Case Manager. A sincere attempt shall be made by both parties through discussion to resolve the issue at this leave. A Case Manager or designate shall advise the Employee of their decision within ten (10) days of the date the matter was first discussed.
- (b) In the event that the difference affects two (2) or more Employees, those so affected, or the Union, with 15 days of the date they first became aware of or reasonably should have become aware of the occurrence, may make a written request to a Case Manager, that the grievance be grouped and dealt with as a single grievance commencing at Step II. A request to group such grievances will not be unreasonably denied.
- (c) In the event an Employee alleges they have been dismissed or suspended without just cause, the Employee may commence a grievance at Step II, within 15 days of the occurrence.

### **Step II**

If the grievance is not resolved under Step I above, the Union shall, within seven (7) days of the receipt of the decision of a Case Manager or designate, submit the grievance in writing to the Site Manager/Director of Care or designate who shall meet with the grievor and the Union representative and shall render a decision in writing to the Union within seven (7) days of the meeting.

### **Step III**

If the grievance is not resolved under Step II above, the Union shall, within seven (7) days of the receipt of the written decision of the Site Manager/Director of Care or designate, submit the grievance, in writing, to the Chief Operating Officer or designate, who shall meet with the grievor and the Union representative and shall render a decision in writing to the Union within seven (7) days of the meeting.

#### **Step IV Mediation**

1. 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.
2. During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
3. The purpose of the mediator's involvement in the grievance process is 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.
4. 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.
5. 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).
6. The expenses of the mediator shall be equally borne by both parties.

#### **Step V**

1. If a grievance has not been resolved satisfactorily pursuant to the grievance procedure, either party may submit the grievance to arbitration. Such party will notify the other party, in writing, of its intention to do so and:
  - (a) name its appointee to the Arbitration Board or,
  - (b) state its desire to meet to consider the appointment of a single arbitrator.



2. Within a reasonable period of time subsequent to the receipt of notification provided in Article 29.08 above, and after receipt of the notification provided in Article 29.08 above, the party receiving such notice shall:
  - (a) inform the other party of the name of its appointee to the Arbitration Board or,
  - (b) arrange to meet with the other party in an effort to select a single arbitrator.
3. Where agreement cannot be reached on the selection of a single arbitrator within a reasonable period of time subsequent to the receipt of notification provided in Article 29.08 above, and after receipt of the notification provided in Article 29.08 above, an Arbitration Board shall be established, or the parties may agree to jointly apply to the Labour Relations Board to appoint an arbitrator.
4. Where the appointees to an Arbitration Board have been named by the parties, the appointees shall, within a reasonable period of time subsequent to the receipt of notification provided in Article 29.08 above, and, endeavour to select a mutually acceptable Chairman for the Arbitration Board. If they are unable to agree on the choice of a Chairman they shall immediately request the Labour Relations Board to appoint a Chairman.
5. After a single arbitrator has been selected or an Arbitration Board has been formed in accordance with the above procedure, it shall meet with the parties within four (4) weeks of appointment or as the Board is reasonably available and hear such evidence as the parties may desire to present, ensure a full, fair hearing and shall render the decision, in writing, to the parties within a reasonable period of time subsequent to the receipt of notification provided in Article 29.08 above, and after the completion of the hearing.
6. The decision of a majority of the Arbitration Board, or if there is not a majority, the decision of the Chairman, shall be the decision of the Board. The decision of the Arbitration Board or a single arbitrator will be final and binding on the parties and on any Employee affected by it. Decision of the Board is subject at any time to judicial review in accordance with the Labour Relations Code provisions.

7. The arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement, however, if a single arbitrator or an Arbitration Board by its award determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the single arbitrator or the Arbitration Board may substitute such other penalty for the discharge or discipline as to it seems just and reasonable in all the circumstances.
8. With the exception of the first grievance proceeding to arbitration in any calendar year, in which instance the parties will bear their respective costs, the party initiating any subsequent grievance within the calendar year and bringing the matter to arbitration, shall in the event that the party is unsuccessful, bear the expense of the successful party. It is agreed that the legal costs of the successful party of which the unsuccessful party must pay, will not exceed \$7,500. Further, it is agreed that the cost which the unsuccessful party must pay relating to the arbitrator shall also not exceed \$7,500.

29.09 Except in the cases of suspension or dismissal, both of which may be submitted to grievance, the Employee shall continue to perform their duties during any and all proceedings outlined in this Article.

### **ARTICLE 30: LABOUR MANAGEMENT COMMITTEE**

- 30.01 It is the understanding of all parties that the Labour/Management Committee shall or may be involved in the Staff Communications Group and it is a mutually acknowledged responsibility of both parties to resolve any and all problems.
- 30.02 Such meetings shall be held on a frequency as may be satisfactory to both parties. In any event, frequency shall not be less than twice a year on the understanding that either party may request a meeting upon reasonable notice at any time to discuss urgent or extraordinary items or problems.
- 30.03 Minutes of such meetings shall be taken by both the Employer and the Union and minutes of each meeting shall be reviewed at each subsequent meeting as to resolution of problems indicated.
- 30.04 The Employer may further utilize such meetings as a vehicle to keep the Union informed as to changes, developments and problems within the operation of the Nursing Home.
- 30.05 It is understood that resolution of all matters such be on a mutually responsibility basis on the understanding of existing operational constraints.

- 30.06 An Employee attending Labour Management Committee meetings shall be paid their effective rate of pay for such attendance.

**ARTICLE 31: PART-TIME EMPLOYEES**

- 31.01 Except as specified herein this Agreement, all provisions of this Collective Agreement not as modified by this Agreement shall apply to Part-time Employees.

**ARTICLE 32: TEMPORARY EMPLOYEES**

- 32.01 Except as specified herein this Agreement, all provisions of this Collective Agreement not as modified by this Agreement shall apply to a Temporary Employee.

**ARTICLE 33: CASUAL EMPLOYEES**

- 33.01 Except as specified herein this Agreement, all provisions of this Collective Agreement not as modified by this Agreement shall apply to Casual Employees.

**ARTICLE 34: COPIES OF THE COLLECTIVE AGREEMENT**

- 34.01 Copies of this Collective Agreement shall be made available to each Employee as soon as possible after ratification and signing.
- 34.02 Copies of this Collective Agreement shall be made available to each new Employee at commencement of employment.
- 34.03 The size, format, and number of copies of this Collective Agreement will be mutually decided upon. The cost of printing shall be shared equally between the Union and the Employer.

**ARTICLE 35: IN-SERVICE PROGRAMS & PROFESSIONAL DEVELOPMENT**

- 35.01 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.
- 35.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for the Employees and those required to attend such sessions shall be paid at the applicable rate of pay for such attendance.
- 35.03 After completion of an Employee’s probationary period and upon request, each Employee may be granted at least two (2) professional development days annually to attend non-compulsory in-service programs or other professional development opportunities.

- 35.04 Employees granted permission to attend non-compulsory in-service programs on work time will suffer no loss of regular earnings for attending such programs and shall be reimbursed for such time at the Employee's Basic Rate of Pay.
- 35.05 (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) \$100 for their dues if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year.
- (b) Regular hours actually worked in clause (a) includes:
- (i) Leaves of absence for Union or Local business;
  - (ii) Other leaves of absence of one (1) month or less;
  - (iii) Time on sick leave with pay;
  - (iv) Absences while receiving Workers' Compensation; and
  - (v) Educational leave up to 24 months.
- (c) Professional College dues means dues paid to those who, at the beginning of the next registration year, have active registration with either:
- (i) The College and Association of Registered Nurses of Alberta;
  - (ii) The College of Registered Psychiatric Nurses of Alberta; or
  - (iii) Any alternative Professional College acceptable to the Employer.

**ARTICLE 36: OCCUPATIONAL HEALTH AND SAFETY**

- 36.01 The parties recognize the need for a physically and psychologically safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards.
- (a) The Employer shall establish an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. The Union shall ensure that a member participates on the Committee. This Committee shall meet quarterly, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid their effective rate of pay for attendance at Committee meetings.

- (b) If an issue arises regarding occupational health or safety, the Employee or Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded to the Occupational Health and Safety Committee in the form of a written complaint.
- (c) Minutes of each meeting shall be taken and shall be posted in a location satisfactory to the Employer and the Employees.
- (d) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and either the Committee or the Union may make recommendations to the Employer in that regard and in accordance with health and safety legislation.
- (e) The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and either the Committee or the Union may make recommendations to the Employer in that regard and in accordance with health and safety legislation.
- (f) Should the recommendations not be implemented or adequate steps taken towards implementation within 45 calendar days from the date the recommendation is made, either the Committee or Union may request and shall have the right to present its recommendation(s) to the Chief Operating Officer. The Chief Operating Officer shall reply, in writing, to the Committee or the Union within 14 calendar days of the presentation.

36.02 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.

36.03 No Employee shall be assigned to work alone in the Facility.

36.04 Where an Employee requires specific immunization and titre, as a result of or related to their work, it shall be provided at no cost to the Employee in the event that this service is de-listed by Alberta Health Services.

36.05 The Employer is committed to providing a workplace that is free from harassment and free from abuse. The parties are committed to the prevention of abuse, the prevention of harassment and promoting a workplace free of abuse and harassment. Copies of the relevant policies shall be posted in public areas.

36.06 The Employer shall make available hazard assessments, where available, and pandemic, disaster and emergency response plans in the Centre.

**SALARY APPENDIX  
GRAD NURSE  
RIVERCREST**

<b>Level</b>	<b>Hours Worked</b>	<b>Effective January 1, 2016</b>
1	0 – 2088	\$33.72
2	2089 – 4016	\$34.76
3	4017 – 6024	\$35.49
4	6025 – 8032	\$36.14
5	8033 – 10,040	\$36.71
6	10,041 – 12,049	\$37.48
7	12,050 – 14,056	\$38.67
8	14,057 – 16,064	\$39.79
9	16,065 +	\$41.19

**SALARY APPENDIX  
REGISTERED NURSE  
RIVERCREST**

<b>Level</b>	<b>Hours Worked</b>	<b>Effective January 1, 2016</b>
1	0 – 2088	\$36.86
2	2089 – 4016	\$38.28
3	4017 – 6024	\$39.69
4	6025 – 8032	\$41.11
5	8033 – 10,040	\$42.54
6	10,041 – 12,049	\$43.94
7	12,050 – 14,056	\$45.37
8	14,057 – 16,064	\$46.71
9	16,065 +	\$48.37

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**RIVERCREST LODGE NURSING HOME LTD.**  
**AND**  
**UNITED NURSES OF ALBERTA, LOCAL #90**  
**APPENDIX - EMPLOYEE BENEFIT PLAN**

Upon satisfactory completion of three (3) month's work (the "probationary period"), the Employer shall then add to remuneration, the following:

- (1) Effective October 1, 2012, a maximum of eight (8) hours pay per month to the Employee's Group RRSP Plan. The Employee must match or exceed the Employer's contribution as a condition of the Plan and must work in excess of 85 hours per month to be eligible to participate in the Plan.
- (2) One half (1/2) standard Employee benefit program under Group Source or such other Health Benefit Provider as determined by the Employer. Part-time Employees must work a minimum of 69 hours per month to be eligible to receive this benefit.
- (3) Casual Employees are not eligible to receive benefits under this Appendix – Employee Benefit Plan.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**RIVERCREST LODGE NURSING HOME LTD.**  
**AND**  
**UNITED NURSES OF ALBERTA, LOCAL #90**  
**RE: WORKPLACE MODIFICATIONS**

The parties recognize that the exercise of the Employer's right to reduce the workforce in accordance with Article 12 has impact on the organization and its Employees. Workforce reduction is a process that must involve collaboration of the parties.

Should a reduction within the UNA bargaining unit be proposed, in addition to the requirements of Article 12 of this Collective Agreement, the parties commit to:

1.       (a)     meaningful consultation in advance of layoff;  
          (b)     mutually establishing a process to effect layoffs;  
          (c)     determining other opportunities within other Qualicare managed sites, subject to their hiring processes; and  
          (d)     should an Employee wish to apply on a position in another bargaining unit, the Employer will initiate discussions with the other bargaining agent in an attempt to facilitate the process.
2.       Failure of the parties to agree on the process and/or the extent of the workforce modification will not prevent or significantly delay the organizational changes.
3.       Historically, position elimination has been accomplished through attrition. During the life of this Collective Agreement, the Employer will make every effort to maintain this approach, unless it is not possible as a result of funding or unforeseen circumstances.



IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THT BEHALF:

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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Date: \_\_\_\_\_

Date: \_\_\_\_\_