Collective Agreement

Between

Riverview Care Centre Medicine Hat, Alberta

and

United Food and Commercial Workers Union Local 1118

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This Agreement made this 12 th day of October , 2005.

- Between -

Central Care Corporation, Operating as

RIVERVIEW CARE CENTRE,

Medicine Hat, Alberta (hereinafter called the "Employer" PARTY OF THE FIRST PART

- And -

UNITED FOOD AND COMMERCIAL WORKERS UNION, Local 1118

Medicine Hat, Alberta (hereinaftercalled the "Union") PARTY OF THE **SECOND** PART

AGREEING that the primary purpose of the Employer is to provide the community with efficient, competent Nursing Home services, NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - PREAMBLE:

- 1.01 The purpose of this agreement is to maintain harmonious relations between the Employer and the Union.
- 1.02 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or femininehas been used where the context of the party or parties so require.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive function of the Employer to exercise the regular and customary function of management to:
 - a) Conduct its business in every respect in accordance with its commitments and responsibilities in order to comply with all governmental requirements.
 - b) Make rules and regulations, maintain discipline, efficiency and the number of employees required.

These rights shall not be exercised in a manner inconsistent with this Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 (a) The Employer recognizes the Union is the sole bargaining agent for all employees except the following: Supervisors, employees above the rank of supervisor, all office and clerical employees, Dietitian, Registered Nurses, Students, Recreational Therapists, and all Professional Staff (including Occupational Therapists and Physiotherapists).
 - (b) Casal Employees shall be covered only by the following provisions of the collective agreement:

Article 4 No Discrimination

Article 5 Union Membership and Check-Off

Article 6 Hours of **Work**Article 7 Overtime

Article 7 Overtime Article 9 Seniority

Article 10 Promotions and Staff Changes

Article 13 Annual Vacation

Article 14.06 Stat Holidays
Article 17.03 Job Classification
Article 18 Payment of Wages
Article 25.06 In-service and Committee Meetings at regular rates of pay

3.02 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of Riverview Care Centre and the unit President of the Union. Further, management will send copies of the above correspondence to the full time staff person of the Union.

ARTICLE 4 - NO DISCRIMINATION:

4.01 There shall be no discrimination, restriction or coercion exercised or practiced by either patty in respect of any employee by reason of race, color, creed, national origin, political or religious belief, sex, marital status, sexual preference, or age.

ARTICLE 5 - UNION MEMBERSHIP AND CHECK OFF:

- 5.01 All Employees of the Employer covered by this Agreement, shall **as** a condition of continued employment, become members in good standing of the union. The Employer will **supply** a copy of an application (provided by the Union) for union membership to each new employee hired.
- 5.02 The Employer agrees to deduct on behalf of the Union, when requested in writing and accompanied by signed authorization all initiation fees, dues, and assessments from and on behalf of all Employees who are members of the Union from the employee's paycheque each pay period and in a manner which is in keeping with the payroll system of the Employer. In all instances, such deductions shall be forwarded to the bookkeeper of the Union by the end of the month following the month of collection, together with a list of employees on whose behalf deductionshave been made. Such collection shall begin upon commencement of employment.
- 5.03 The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 5.04 The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the article dealing with Union Security and Dues Check-Off. On commencement of employment, the Employee shall be introduced to the Union Steward or Union Representative who will provide the employee with a copy of the Collective Agreement and other pertinent information.
- 5.05 The Employer shall provide the union with a monthly statement listing the names of all new Employees covered by this agreement hued during the reporting period, their date of hue and the names of all Employees who have terminated employment and their termination date per reporting period.
- 5.06 An Employee who is temporarily filling an out-of-scope position for up to three months shall continue to have Union dues deducted from his pay cheque and shall be entitled to all benefits and rights afforded by this agreement.

ARTICLE 6 - HOURS OF WORK:

- 6.01 It is understood and agreed that the work shall provide for continuous operation Sunday through Saturday.
- 6.02 This Article defines the normal hours of work for a full time employee and is not a guarantee of work per day or per week or a guarantee of days of work per week. The regular hours of work of an employee shall not exceed seven and one half (7.5) hours in a day.

Part time employees who are covered by this Agreementmay be requested by the Employer to work more than regularly scheduled hours, for example, during the summer months, at Christmas/New Year period and at least on alternate paid holidays, and to replace an employee who fails to report for his scheduled shift, if requested at any of these times.

- 6.03 Days off for full time employees shall, as much as is possible, be planned in such a manner as to equally distribute weekends.
- 6.04 **An** Employee shall not be required to work more than six (6) consecutive days. Employees not employed on a full-time permanent basis shall be allowed at least twenty-four (24) consecutive hours of rest each week. Any Employee who is scheduled such that the Employee is required to work on seven (7) consecutive days shall be entitled to receive payment at time and one-halftimes(1,5X) the Employee's regular rate for all hours worked on the seventh (7) day. It is understood that this provision shall not apply in the event that an other-than fulltime employee is called in to work on an unscheduled day and agrees to work the said shift.
- 6.05 Any employee reporting for work on a scheduled shift, and any employee reporting for work in accordance with a call-in for an unscheduled shift, shall be guaranteed work equivalent to the scheduled hours, or the hours for which the employee is called in to work.
- 6.06 A monthly schedule of working hours will be posted at least ten (10) days in advance of the month to which it applies. The Employer will notify the employee of any changes made in the schedule.
- 6.07 a) All Employees shall be permitted a fifteen (15) minute rest period, with pay, both in the first half and the second half of a seven and one half (7.50) hour shift. In any four (4) hour shift they shall be permitted one fifteen (15) minute rest period with pay.
 - b) Employees working a split shift totaling 7.5 hours per day shall be permitted a thirty (30) minute rest period, of which 15 minutes shall be paid and 15 minutes unpaid, in both the first and second portions of the split shift.
- 6.08 Rest periods shall be arranged by the Employer in such a manner as to cause minimum disruption of work schedules.
- 6.09 If two (2) employees' requests for an exchange of shifts results in a conflict with the provision of this Article, then the granting of such requests shall not be a violation of this Agreement nor shall such exchange result in any employee qualifying for overtime pay.
- 6.10 The Employee shall have no less than twelve (12) hours off work between shifts, except as mutually agreed otherwise by the Employee and Management.
- 6.11. Weekendshift premium -

When an employee works a shift wherein the majority of such shift falls within a forty-eight (48) hour period commencing at 2300 hours Friday and ending at 2300 hours Sunday, a weekend premium rate of fifty (\$0.75) per hour will apply to all time worked during that period.

Effective January 1, 2006

For shifts worked on and after January I, 2006, the weekend premium is ninety cents (\$0.90) per hour.

- 6.12 Night shift premium, effective September 10, 2005 -Effective for shifts worked on and after September 10, 2005, when an employee works a shift where the majority of such shift falls between 2300 to the following 0700 hours daily, a night shift premium of twentyfive cents (\$0.25) per hour will apply to all time worked during that period.
- 6.13 Evening shift premium, effective September 10, 2005 -Effective for shifts worked on and after September 10, 2005, when an employee works a shift where the majority of such shift falls between 1500 to 2300 hours daily, an evening shift premium of twenty-five cents (\$0.25) per hour will apply to all time worked during that period.

ARTICLE 7 - OVERTIME:

- 7.01 Overtime shall be paid for all hours worked in excess of seven and one-half (7.5) consecutive hours in a shift and/or seventy-five (75.0) hours biweekly per pay period, exclusive of lunch periods.
- 7.02 Overtime shall be paid at a rate of one and one-half (1-1/2) times the regularrate.

Effective November 1, 2005 -

Daily shift overtime is paid at the rate of one and one-half times (1.5 X) for the first four (4) hours of overtime and double-time (2.0 X) for hours worked in excess of four (4) overtime hours.

Overtime rates are calculated on the employee's base rate of pay, excluding shift premiums. In the event of a daily shift overtime condition where double-time takes effect, the double-time rate is not pyramided or compounded into bi-weekly overtime.

7.03 Overtime must be approved by the departmenthead.

7.04 Call In:

If a full time employee is called in to work on a shift when they are normally scheduled to be off, they shall be paid at the rate of time and one-half (1-1/2) of their regular rate of pay for all hours of work on the day of the call-in.

Should such call-in result in the employee being required to work more than 37.50 hours in a week, the employee may request that they be granted the equivalent time off, \pm a time mutually agreeable to the management and the employee, notwithstanding the provisions of Article 7.01 and 7.05.

However, should management and the employee be unable to agree on mutually acceptable time off in lieu, then **the** Employer may pay the employee at the appropriate rate for time worked, **as** outlined in Article 7.02.

- 7.05 By mutual agreement between the Employer and the Employee, the Employee may take time off, calculated at the appropriate overtime rate, in lieu of overtime pay.
- 7.06 If an Employee is required to work in excess of the normal hours of work on the day of a statutory holiday, said pay shall be overtime only and paid at double (2X) the regular rate.
- 7.07 There shall be no pyramiding of any premium pay (overtime, statutory holiday pay, etc.)

ARTICLE 8 - SHIFT WORK:

8.01 When a change is made on the shift schedule of a full time or part time employee by the Employer, other than those changes requested by the employee, the employee will be informed and when the change is made with less than three (3) calendar days notice, the employee shall be paid at time and one half (1-1/2) their regular rate of pay for the first shift of the changed shift schedule.

ARTICLE 9 - SENIORITY:

- 9.01 Seniority shall be defined as the total number of paid hours of accumulated service in the Lodge's employ within the bargaining unit from the most recent date on which the Employee commenced work. Seniority will accrue on the basis of one (1) month for each 162.5 hours paid (one year for each 1950 hours paid). It is understood and agreed that the accumulation of hours as herein provided shall be the determinant factor in the calculation of vacation with pay entitlement, increment, sick leave entitlement, etc.
- 1 9.02 (a) Newly hired employees shall be considered on a probationary period of four hundred and eighty-seven and one-half (487.5) working hours. After completion of the probationary period seniority shall become effective from the last date of hire.

- (b) The probationary period may be extended once by the employer, in writing to the employee, up to a maximum combined probationary period of 730 hours, after consultation with the union. During the extended probationary period, if in the opinion of the employeer he employee is not suitable, the employeemay be terminated without notice and without recourse to the grievance procedure. During the probationary period employees shall be entitled to all rights and benefits of this agreement, except with respect to discharge only for reasons of general unsuitability.
- 9.03 (a) An Employee shall not lose seniority rights, if absent from work because of sickness or accident. An Employee shall retain their seniority rights at the time of going out on lay off or an approved leave of absence but shall not accrue additional seniority rights.
 - (b) Seniority will continue to accrue during:
 - 1) Approved Paid Leave of Absence;
 - 2) Paid Sick Leave Days of Absence;
 - 3) Paid Vacation;
 - 4) Absence when in receipt of Workers' Compensation as a result of injury or illness incurred while in the employ of the Employer to a maximum of twelve (12) months;
 - 5) While on Maternity, Parental, and Jury Leave.
- 9.04 An employee shall lose seniority and be terminated in the event:
 - (a) She is discharged for just cause and not reinstated.
 - (b) She resigns her employment.
 - (c) She is absent from work in excess of three (3) days or fails to return to work within three (3) days on the specified date following vacation or suspension, without sufficient cause or without notifying the Employer.
 - (d) She fails to return to work within seven (7) calendar days following a layoff after being notified by the Employer to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her current address. A full time or part time employee recalled for work of less than one month, based on the knowledge of the Employer at the time of recall, when she is employed elsewhere shall not lose her recall rights for refusal to return to work.
 - (e) She is laid off for a period longer than eighteen (18) months.
 - (f) She fails to return to work on the specified date at the end of a personal leave of absence.
 - (g.) the employee is a casual employee and has not worked for a period of ninety (90) calendardays, exclusive of approved leaves of absence.
- 9.05 When part-time Employees are required to replace full time employees on a regular basis or perform other additional work on a regular basis, those part time employees with the highest seniority shall be given, where practicable, the opportunity to work the greatest number of hours provided they have the ability and qualifications sufficient to handle the job.

- 9.06 "Call-In" for part time employees shall mean the calling in to work on their assigned day off, in order of seniority, for any extra shift that may become available as per the posted schedule.
 - No employee shall be entitled to overtime under this provision, except as outlined in Article 7.01.
 - No employee shall be entitled to sick leave within 72 hours of the shift in question.
- 9.07 The Employer agrees to post a seniority list twice yearly. The first list is to be posted by March 1st reflecting the accrued seniority in hours of each Employee up to the last pay period in December of the preceding year. The second list is to be posted by September 1st reflecting the accrued seniority of each Employee up to the last pay period in June of the current year.
- 9.08 a) The Employer has the right to utilize the services of an external agency to provide staff where it deems appropriate to do so. In such circumstances, the Employer will first make reasonable attempts to secure Employees from the call-in roster to do the work or endeavorto offer the work to qualified and available full-time Employees as overtime.
 - b) In the event that an Employee can successfully demonstrate that the Employer utilized agency staff without first following the procedure set out under paragraph (a) above, the Employee will receive the opportunity to work an additional **shift** at applicable rates of pay.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES:

- 10.01 When a vacancy occurs the Employer shall be at liberty to immediately fill the position temporarily, but shall post a notice of the position on the staff room bulletin board for a minimum of seven (7) days.
- 10.02 In filling vacancies, the Employer agrees to make such promotion from present personnel on the basis of seniority, ability and qualificationsbeing sufficient to handle the job. Where seniority and qualification are equal, seniority will be the governing factor. The successful applicant shall be placed on a trial period of up to forty-five (45) working days, conditional upon satisfactory service. Where the applicant proves satisfactory, he (she) shall be confirmed in the position.
- 10.03 In the event the successful applicant is placed in a vacant position where the work requirements and/or the work shift are a significant change from the exited position, the trial period may be up to twenty (20) working days. If either the employee or the employer deems the trial is not successful, the employee reverts to the exited position.

ARTICLE 11 - LAYOFFS AND RECALLS:

- 11.01 In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority, provided that the remaining employees are willing, able and qualified to satisfactorily perform the available work if required. Employees shall be recalled in the order of their seniority provided that recalled employees are willing, able and qualified to satisfactorilyperform the available work. Any actions taken by the Employer pursuant to this paragraph will be subject to appeal in accordance with the grievanceprocedure contained herein.
- 11.02 The Employer shall notify seniority employees who are to be laid off fourteen (14) days before the layoff is to be effective or pay the employees in lieu of scheduledworking days for that part of the fourteen (14) days.
- 11.03 Where the Employer finds that it becomes necessary to subcontract or implement change in any of the work performed by employees covered by this Agreement, the Employer shall make an effort to absorb affected employees into other jobs if possible.
- 11.04 The employee shall give the Employer ten (10) days notice of termination of employment.

- 11.05 When a position is eliminated and subsequently reinstated within a six (6) month period the employee whose position was eliminated may revert to the said position provided the employee is a member of the bargaining unit.
- 11.06 Where a regular position is reduced or eliminated, the affected employee may exercise seniority to bump into the equivalent position held by the most junior employee within the department, provided the senior employee is qualified and the position bumped into is the same FTE status (i.e. within one-tenth (1/10th), or in other words, plus or minus 0.1 FTE).

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Personal Leave of Absence:

The Employee's immediate supervisor shall have the discretion to grant or refuse a request for **a** personal leave of absence, which leave shall be for good and sufficient cause (excluding personal illness. See Article 15.04) provided that he receives at least one (1) month's clear notice in writing, where possible, and that such leave may be arranged without undue inconvenience to the normal operations of the home. Applicants when applying must indicate the date of departure and specify the date of return.

12.02 Union Leave:

Upon written request leave of absence with pay may be given to Employees for Union business. The Union agrees in **making** requests for such leave that it will not unduly affect the proper operations of the Nursing Home. However, the Employer agrees that permission for such leave will not be unreasonably withheld. Leave of absence will be granted according to the following:

- a) No more than two Employees may be granted such leave at any one time and who shall be from different classifications. unless otherwise agreed by the Employer.
- b) The aggregate total of such leave shall not exceed thirty (30) days per person in any calendar year.
- c) The Union will give twenty one (21) days notice in writing to the Employer, whenever possible.
- d) The Employer will continue to pay the employees for the period of leave of absence and then submit an account to the Union for timely reimbursement of the employee's wages and benefits.

12.03 BereavementLeave:

- a) In the event of death of a family member **as** defied in Article 12.03 (b) below, an employee shall be granted up to a maximum of three (3) consecutive days be reavement leave. Such leave shall be without loss of pay, provided that the three (3) consecutive days are regularly scheduled work days and the day of the **funeral** is one of those three (3) consecutive days.
- b) The following relatives will be recognized for purposes of this leave: mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, step-children, brother, sister, legal guardian, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchild, common-law spouse (common-law spouse shall mean either of a man and woman not being married to each other who have cohabited continuously for a period of not less than one (1) year, or in a relationship of some permanence where there is a child born of whom they are the natural parents).
- c) An Employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving any other payments such as but not limited to: holiday pay, vacation pay, sick pay, etc.
- d) Subject to the approval of the Employee's immediate supervisor, bereavement leave may be extended by up to two (2) days without pay if travel in excess of two hundred (200) miles from the Employee's residence is necessary.

12.04 Maternity Leave:

The employer will grant a leave of absence for maternity when the employee's written request is accompanied by a certificate from a legally qualified medical practitioner stating that the employeenamed therein is pregnant, and specifying the expected date of delivery. Maternity and Parental leaves of absence shall be granted in accordance with Alberta Provincial legislation and Employment Standards regulations, as may be amended from time-to-time. A copy of the appropriate Employment Standards notice will be pasted by the employer on the employee bulletin board within the facility.

12.05 Jury Duty:

When an employee is called for and serves on a jury, the Employer shall grant a leave of absence and the employee will not suffer a loss of regular scheduled wages or seniority. **Upon** submission by the employee of suitable documentation for jury attendance, the difference between regular scheduled wages less all jury duty payments received by the jury from the **court** system will be paid by the Employer.

12.06 Witness Leave:

When an employee is subpoenaed to be a witness in a judicial proceeding which arises from the Employer's business, the employee will not suffer a loss of regular scheduled wages or seniority for time lost from work to attend the proceeding.

ARTICLE 13 - ANNUAL VACATION.

13.01 Annual Cut-Off Date:

For the purpose of calculating eligibility, the vacation year shall be the twenty $\sin(26)$ pay periods which occur between June 1st of any year to May 31^{st} of the following year.

13.02 **An** Employee shall receive an annual vacation with pay in accordance with his accumulated paid hours pursuant to Article 9.01 as of the vacation cutoff date as follows:

Employees with less than one (1) year's seniority will receive one (1) working day for each month worked (maximum 10 days) and receive four per cent (4%) of earnings.

Employees with one year or more seniority will receive ten (10) working days at four per cent (4%) of earnings.

Employees with two (2) years or more will receive fifteen (15) working days at six percent (6%) of earnings.

Employees with six (6) years or more will receive twenty (20) working days at eight per cent (8%) of earnings.

Employees with fifteen (15) years or more will receive twenty-five (25) working days at ten per cent (10%) or earnings.

Employees with twenty-five (25) years or more will receive thirty (30) working days at twelve percent (12%) of earnings.

Employees will be paid their vacation pay advance cheque, provided they have requested, in writing, such vacation pay at least three (3) weeks prior to their vacation.

13.03 A vacation planning schedule will be posted from April 15 to May 15 each year. An Employee who does not select dates on the posted schedule may take vacation at a time approved by the Employer and not in conflict with Employees who have so selected. The dates selected by the employees on the schedule will be finalized by the Employer by June 1 of each year. The periods at which Employees shall take vacation shall be based.

on the selection by the Employees in line of departmental seniority, but shall be finally determined by the manager of said departmenthaving due regard for the proper and efficient operation of the Nursing Home. For Employees who wish to split their vacation entitlement, their vacation may be split as often as they wish provided that all vacations must be taken in at least one (1) week intervals. Vacations shall not be considered cumulative from year to year without the written consent from the Employer.

13.04 Upon termination of employment an employee shall be entitled to pay in lieu of vacation earned but not taken at the percentage rates set out in Article 13.02.

ARTICLE 14 - GENERAL HOLIDAYS:

14.01 Effective the signing date of this agreement, the Employer recognizes the following as paid holidays:

New Year's Day
Good Friday
Victoria Day
Dominion Day
August Civic Holiday
Thanksgiving Day
Remembrance Day
Christmas Day
Float Holiday
Family Day

Labour Day

If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this Agreement, then such additional proclaimed holiday will replace a Float holiday. The intent is that there will be **no** more than eleven (11)holidaysper calendar year for the duration of this Agreement.

- 14.02 To qualify for a named holiday with pay a full-time Employee must:
 - a) Work his 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 or
 - b) Work on the named holiday when scheduled or required to do so.
- 14.03 Should a named holiday fall during a full-time Employee's vacation period, he shall be allowed an extra day for such named holiday. Should it not be possible for the Employee to take such extra day in connection with his vacation, he shall be allowed the extra day within pinety (90) days.
- 14.04 When a named holiday falls on a day that would otherwise be a full-time Employee's regularly scheduled day off, the employee shall receive an alternate day off. Where such alternate day off cannot be arranged within ninety (90) days of the holiday, the Employee shall receive one (1) regular day's pay in lieu of the holiday, and overtime shall not apply.
- 14.05 Part-timeEmployees required to work on a named holiday shall be paid one and one half (1-1/2) times their regular rate for all hours worked on the named holiday plus whatever moneys they are entitled to under the applicable provisions of the Alberta Employment Standards Code, as revised.

Full-time Employees required to work a general holiday shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked on such holiday and receive one (1) day off with pay in lieu of the general holiday within ninety (90) days of the general holiday unless otherwise agreed by the parties.

Effective with the first holiday following notice of ratification of this Agreement, a part-time Employee shall receive holiday pay for paid holidays as set out in Article 14.01 equivalent to his earning exclusive of overtime for the days on which he worked during the thirty (30) calendar days prior to the paid holiday in relation to what a full-time Employee earned in the same period times one day's pay.

, 14.06 All other matters pertaining to General Holidays shall he dealt with in accordance with the Employment StandardsCode governing General Holidays.

ARTICLE 15 - HEALTH& WELFARE:

15.01 Health Plan:

- (a) The employer will pay one hundred percent (100%) of the basic single or family premium of the **Alberta**Health Care Insurance Plan for full-time employees. The payment for part-time employees will be
 prorated based on the hours paid in comparison to a full-time employee and the cost-sharing arrangement
 for full-time employees. The employer is not responsible for contributions in the event that an employee
 is otherwise covered for such benefits. If the employee produces an exemption certificate indicating that
 the employee has coverage through another source, the employer is not liable for contributions.
- (b) The employer will provide to eligible employees the Alberta Blue Cross Medical Plan or similar plan offered by another insurance carrier. The employer will pay one hundred percent (100%) of the basic single or family premium for full-time employees. The payment for part-time employees will be prorated based on the hours paid in comparison to a full-time employee and the cost sharing arrangement for full-time employees. The employer is not responsible for contributions in the event that an employee is otherwise covered for such benefits. If the employee produces an exemption certificate indicating that the employee has coverage through another source, the employer is not liable for contributions.

15.02 Sick Leave Insurance:

Sick Leave is defined as a form of insurance against loss of income when an employee is legitimately ill, quarantined by a medical officer or because of an accident for which compensation is not payable under the Workers' Compensation Act.

The Employer has agreed that an employee who is absent **on** account of legitimate illness, quarantine by a medical officer or because of an accident for which compensation **is** not payable under the Workers' Compensation Act, and is unable to perform their regular duties **as** an employee, shall be entitled to receive sick leave benefits equal to their normal daily wage (exclusive of overtime, premiums, etc.) for each day of personal illness that she was scheduled to work, to the extent of their accumulated sick leave credits.

Sick leave shall be granted for the health related portion of maternity leave. Such leave shall only be approved following the production of a medical certificate. The employee will be paid sick leave and accrue benefits while on the health related portion of maternity leave, otherwise benefits will accrue from the date of return to employment following maternity leave.

- 15.03 (a) Employees shall accumulate one and one-half(1.-1/2) days of sick leave for each month of seniority (162.5 paid hours) which may be accumulated to a maximum of one hundred (100) days, provided that an employee shall not be entitled to apply for sick leave until such time as she has completed her probation period. Sick leave credits shall not accumulate during any period of sick leave in excess of one (1) month.
 (b) Employees who have not completed their probation period shall not be entitled to accrue sick leave credits.
 - (b) Employees who have not completed their probation period shall not be entitled to accrue sick leave credits. However, once they have completed their probation period, they will be credited with four and one half (4-1/2) days of sick leave.
- 15.04 An employee may claim full sick pay to the extent of his (her) accumulated sick leave.

Where, in a calendaryear, an employee has multiple short-term absences, each of three (3) work days or Jess in duration, an employee will not be entitled to any sick leave for the fourth and succeeding period of absence; the maximum payable sick leave benefit in a calendar year is seven and one-half (7.5) days. However, hospitalization, major surgery or lengthy convalescenceafter surgery and intensive on-going therapies, will not be considered in determining periods of absence or total utilization of sick leave in the calendar year.

When an employee has accrued the maximum sick leave credits, she (he) **shall no** longer accrue sick leave credits until such time **as** her **total** accumulation is reduced below the **maximum**. **At** that time, she shall recommence accumulating sick leave credits.

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15.05 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.

15.06 Life Insurance:

The employer will pay one hundred percent (100%) of the cost of a group life insurance policy for full-time employees, and pro-rata for part-time employees, insuring to the amount of \$10,000. It is understood that employees who are over age sixty-five (65) are not insurable.

Effective November 1, 2005

In the event of death occurring on and after November 1, 2005, the principal amount of life insurance coverage is \$15,000.

15.07 Dental Plan:

(a) The Employer's Dental Benefits will have design similar to the Alberta Blue Cross#7 Dental Plan. The Employer pays one hundred percent (100%) of the billed single/family premium rate for full-time Employees who have completed probation. Payment for part-time employees who have completed probation shall be on a pro rated basis of paid hours in comparison to full-time hours. It is understood and agreed that there may be required some reasonable time for the filing of forms, etc. It is further understood and agreed that in order for the plan to be implemented and continued a minimum of seventy-five percent (75%) of those employees eligible to enroll must maintain membership in the Plan.

The Employer is not responsible for contribution in the event that an Employee is otherwise covered for such benefits. This means if the Employee produces an exemption certificate indicating coverage (or is not entitled to coverage) through another source, the Employer is not liable for contribution.

Eligible expenses include treatments for basic dentistry, major treatments including **crowns**, bridges and major restorative procedures for eligible employees and their qualified dependents. Expenses for eligible basic treatments are reimbursed at 100%, and expenses for eligible major treatments are reimbursed at 50% of the 2001 Alberta Dental Fee Guide. For eligible expenses incurred on and after October 1, 2003, reimbursement is based on the current year's Alberta Dental Fee Guide.

The maximum annual benefit per eligible covered person per year, for basic treatments and major treatments, combined, is \$1,250.00.

(b) Effective September 10, 2005
The Employer's Dental Plan will retain the existing orthodonticscoverage which provides fifty percent (50%) reimbursement of eligible expenses for dependent children under age nineteen (19) years, subject to a maximum lifetime benefit of \$1,000.00.

15.08 Vision Care Plan:

The Employer's vision care plan provides coverage for prescribed lensesand/or replacement frames up to one hundred dollars (\$100.00) per insured full-time Employee, and pro-rata per part-time Employee, and each of his/her eligible dependents in a twenty-four (24) month period. It is understood that such a plan will not be cumulative in nature.

Effective November 1, 2005

For eligible expenses incurred on and after November 1, 2005, reimbursement is based on one hundred twenty-five dollars (\$125.00) in a twenty-four (24) month period.

ARTICLE 16 - BULLETIN BOARDS:

16.01 The Employer agrees that the Union may use bulletin boards for the purpose of posting meeting notices or such other notices as may be of interest to employees. The Union will not post anything objectionable to the Employer.

ARTICLE 17 - JOB CLASSIFICATION

17.01 Classification of employees shall be as follows:

Housekeeping Aide

Laundry Aide

Nursing Aide

Licensed Practical Nurse

Cook

Assistant Cook

Dietary Aide

Recreation Aides

Occupational Therapist Assistant

Physical Therapist Assistant

Maintenance Aide

The employer shall provide the union with copies **of** job descriptions, upon request, for bargaining unit positions and shall provide revised copies when revisions are made.

- 17.02 A "full time" employee is one who is hired to work regularly scheduled full shifts whose normal hours of work shall be as set out in Article 6.
- 17.03 A 'part-time' Employee is one who is regularly scheduled to work less than full-timehours exclusive of relief or call-in hours.
- 17.04 The hourly rate of pay for part-time and casual employees shall be the equivalent of the rate specified for full-time employees.

A casual employee is one who is called in to work occasionally, usually on a call-in basis, but does not work a schedule or does so only for a specified period, but not for the purpose of depriving another employee of full-time employment.

The terms of this agreement shall only apply to the **casual** employee **as** stated in Article 3.01. **A** record will be kept of the hours worked by a casual Employee, and in the event that such person is accepted for full-time or part-time employment, he should be credited with seniority equivalent to the hours worked prior to acceptance for full-time or part-time employment. Casual employees shall be called in to work in order of seniority, and shall be entitled to salary increments on the same basis **as** full-time employees.

17.05 Employees will be entitled to salary increases upon completion of 1,950 paid hours.

ARTICLE 18 - PAYMENT OF WAGES:

- 18.01 The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- 18.02 The employer shall pay salaries and wages biweekly. For time worked in the biweekly period ending on Friday, salaries and wages are paid no later than the immediately following Friday pay date.

ARTICLE 19 - GRIEVANCEPROCEDURE:

19.01 Recognition of Union Stewards and Grievance Committee:

In order to provide an orderly and speedy procedure for settling of grievances, the Employer acknowledges the rights of the Union and the Union Stewards. The steward will assist any employee which the Union represents, in preparing his grievance in accordance with the grievance procedure.

19.02 Names of Stewards:

The Union shall notify the Employer in writing of the name of each steward and the shift he represents (days, afternoons or nights) before the Employer shall be required to recognize him. It is understood that there shall be no more than one steward on each such shift.

19.03 Permission to Leave Work:

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustment as provided in this article. The Union recognizes that each steward is employed full time or part time by the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no steward shall leave his work without obtaining the permission of his supervisor, which permission shall not be unreasonably withheld.

19.04 Definition of Grievance:

A grievance shall be defined **as** any difference **arising** out of the interpretation, application, administration or alleged violation of **this** Collective Agreement.

19.05 Settling of Grievance:

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

An employee who believes that he has a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with his immediate supervisor within seven (7) days of the date he first became aware of, or reasonably should have become aware of the occurrence. "Immediate supervisor" means that person from whom an employee normally receives his work assignments. The employee shall have the right to be accompanied by a shop steward or Local Union Officer while discussing the matter with his immediate supervisor. A sincere attempt shall be made by both parties through discussion to resolve the problem at that level.

The immediate supervisor shall advise the employee of his decision within seven (7) days of the date the matter was first discussed. In the event that the difference affects two or more employees, those so affected, or the Union, may make written request to the department head that the grievances be grouped and dealt with as a single grievance commencing at Step 1. A request to group such grievances will not be unreasonably denied. In the event an employee alleges that he has been dismissed or suspended without just cause, he may commence his grievance at Step 2.

Step 2

Failing satisfactory settlement being reached in Step 1, the Union will submit to the Administrator a written statement of the particulars of the grievance and the redress sought within two (2) working days. The Administrator shall render his decision within seven (7) working days after receipt of such statement.

Step 3

Failing satisfactorysettlementbeing reached in Step 2, the Union will submit to the employer's designated appropriate higher official, or his designate, through the Administrator of the Nursing Home, a written statement of the particulars of the grievance and the redress sought, within seven (7) working days. A meeting shall be held between the employer's designated appropriate higher official, or his designate, and the Employee, his steward and an outside representative of the Union within fifteen (15) working days of receipt of such notice by the Administrator of the Nursing Home. The employer's designated appropriate higher official, or his designate, shall render his decision within seven (7) working days from the date upon which the meeting was held.

Step 4

Failing satisfactory settlement being reached in Step 3, the Union or Employer may refer the grievance to arbitration. If no written notice of intent to submit the grievance to arbitration is received within fourteen (14) days after the decision under Step 3 is given, the grievance shall be deemed to have been settled and abandoned.

19.06 Grievances and Replies in Writing:

A grievance shall be in writing and shall clearly state the nature of the grievance, the Employees involved if other than grievor, the clauses claimed violated, and the remedy (ies) sought.

Replies to grievance stating reasons shall be in writing at all stages.

19.07 Exclusion of Saturdays, Sundays, & Paid Holidays:

Saturdays, Sundays, days off and paid holidays designated shall not be counted in determining the time within which any action is to be taken or completed under each of the steps of the grievance procedure.

19.08 Facilities for Grievance:

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

19.09 Mutually Agreed Changes:

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement if reduced to writing and are subject to the grievance and arbitration procedure.

- 19.10 A discharge grievancemay be settled by confirming the Employer's action in dismissing the employee or reinstating the employee in a manner which is just and equitable in the opinion of the conferring parties of the Board of Arbitration as the case may be.
- 19.11 Agreement Re: Grievance:

All agreements reached under the grievance procedure between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

19.12 Union and/or Employer Grievance:

The Union or the Employer and/or their respective representatives shall have the right to originate a grievance consisting of an allegation of a general misinterpretation or violation of this agreement by the Employer or the Union α an employee, and to seek adjustment with the Employer or Union in the manner provided in this Grievance Procedure provided it is presented within twenty (20) days after the circumstances giving rise to the grievance have originated or occurred. Such a grievance shall commence at Step 2.

19.13 Composition of Board of Arbitration:

Failing a satisfactory settlement being reached in Step 3, either party may refer the grievance to arbitration within ten (10) working days by giving notice to the other party in writing in accordance with Step 4. Where the Parties are not agreed on the choice of sole arbitrator within fourteen (14) days of either Party's notice to arbitrate, either Party may make application to the Alberta Mediation Services for appointment of an arbitrator.

19.14 The Board shall determine to own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the Board shall as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure.. No grievance shall be defeated or denied by any formal or technical objection and the Board shall have jurisdiction to waive procedure irregularities.

19.15 Decision of the Arbitrator:

The decision of the Arbitrator shall be final, binding and enforceable upon on all Parties and may not be changed. The Arbitrator shall have authority only to settle grievances under this Collective Agreement and to apply this Agreement to the facts of the grievance(s) involved. The Arbitrator shall have no power to change this Collective Agreement or to alter, modify or amend any of its provisions, or give any decision inconsistent with it, nor shall any practices or customs become binding unless reduced to writing by the Employer and the Union. However, the Arbitrator shall have the authority to dispose of any grievance by any arrangement with it deems just and equitable.

19.16 Disagreement on Decision:

Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to reconvene the arbitration hearing to clarify the decision, which it shall do within seven (7) days.

19.17 Expenses of the arbitration:

Each Party shall pay: a. one-half (1/2) of the fees and expenses of the Arbitrator b. its own expenses including pay for witnesses No cost shall be awarded to, or against, any Party.

19.18 Amending of Time Limits:

The time limits fixed in both the grievance and arbitration procedure are mandatory, however, they may be extended by consent of the parties confirmed in writing.

19.19 Where it appears that two or more employees have the same grievance or the same type of grievance which are proceeding to arbitration they shall be submitted to one Board of Arbitration. It is understood that each grievor shall have the right to make her own submission.

19.20 Witnesses:

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

All reasonable arrangements will he made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 20 - DISCHARGE AND DISCIPLINE:

- 20.01 Whenever the Employer deems it necessary to censure the employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring her work up to the required work performance by a given date, the employee shall be notified in writing of the action and/or penalty with a copy to the Union.
- 20.62 The Employer shall give a minimum of two (2) weeks notice of termination of employment or shall pay a minimum of two (2) weeks wages in lieu of notice, except in eases of dismissal for just cause or termination during the probationary period. If by law longer notice of termination must be given or a greater sum paid in lieu of notice, such longer notice must be provided or greater sum paid.
- 20.03 Employees shall give a minimum of two (2) weeks notice of termination unless otherwise mutually agreed between the Employer and the employee.
- 20.04 Any Employee who leave the Employer's premises during regular working hours without permission from the Administrator or his/her immediate Supervisor, shall be subject to discipline.
- 20.05 An employee who has been subject to discipline works their record clear of the discipline after two (2) years of continuous service from the data of the discipline episode, provided there has been no intervening disciplinary action.

ARTICLE 21 - PHYSICAL EXAMINATIONS & UNIFORM ALLOWANCE:

- 21.01 Physical Examinations:

 Before final acceptance for employment, all applicants, if requested by their employer, will be required to pass a physical examination by their own doctor at their expense.
- 21.02 Subsequent physical examinations and x-rays may be required by the Employer for the benefit of the Employee and the Nursing Home. If the Employer requires the Employee to have subsequent physical examinations or x-rays such shall be done while the Employee is regularly scheduled to work; provided that if the Employer is able to have such x-rays performed at the Nursing Home premises all Employees shall attend to have their x-rays while the x-ray unit is at the Nursing Home. The Employerwill reimburse the Employee if she incurs an expense for the subsequent physical examination and the expense is not able to be paid by Alberta Health Care Insurance Plan or any other benefit plan from which the Employee may recover such expense.
- 21.03 The Employer will pay six dollars and forty cents (\$6.40) bi-weekly to full-time Employees and three dollars and twenty cents (\$3.20) bi-weekly to part-time employees for the supply, laundering and repair of their uniforms.

Effective November 1, 2005

For shifts worked on and after November I, 2005, the uniform allowance for full-time employees is seven dollars (\$7.00) bi-weekly, and for part-time employees the uniform allowance is three dollars and fifty cents (\$3.50) bi-weekly.

ARTICLE 22 - SALARIES AND WAGES:

22.01 The Employer shall implement wages pursuant to Appendix "A" of this Agreement.

ARTICLE 23 - REGISTERED RETIREMENT SAVINGS/ PENSION PLAN:

A registered retirementsavings/pension plan, a plan similar to others the Employer has in effect, will be available on a mandatory basis to all Employees who have successfully completed probation, other than casual employees who are not eligible for participation in the Plan. Employee and Employer matching contributions will be 2% of Employee earnings. Where an Employee who is a member of the Plan makes additional voluntary contributions in increments of one percent (1%), through payroll deduction, the Employee will match the Employee's additional contributions up to one percent (1%) of Employee earnings.

Effective September 10, 2005 -

For shifts worked on and after September 10, 2005, the Employer will match the employee's voluntary contributions on a dollar-for-dollar basis, to a maximum of one and one-half percent (1.5%).

ARTICLE24-TERM OF AGREEMENT:

- 24.01 This Agreement, unless altered by mutual consent of both parties hereto, shall be in force and effect from and after April 1, 2005 to and including September 30, 2007 and from year to year thereafter unless notification by either party in writing of desire to amend or terminate not more than 120 days and not less than 60 days prior to the end of the Agreement.
- 24.02 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 or until either party commences a lawful strike or lockout, whichever comes first.

ARTICLE 25 - HEALTH & SAFETY:

- 25.01 The Employer and Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness.
- 25.02 A joint workplace Health and Safety Committee shall be constituted with representation of up to three (3) bargaining unit members (appointed by the Union) and three (3) management representatives. This committee shall identify potential dangers, recommend means of improving Health and Safety programs and obtaining information from the Employer or other person representing the identification of hazards and standards elsewhere. The committee shall normally meet at least once per month and scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.
- 25.03 Two representatives of the Joint Health and Safety Committee, one (1) from management and one (1) appointed by the Union shall conduct monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspection. Scheduled time spent in such activities shall be considered time worked.
- 25.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the armsal summary of data from the Worker's Compensation Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost work days, the number of non-fatal cases that required medical aid without lost work days, the incidence of occupational injuries and such other data as the Worker's Compensation Board may decide to disclose.
- 25.05 The Union agrees to endeavor to obtain the full cooperation of its membership in the observation of all safety rules and practices, including fire drills and Employees on the premises are required to respond to the Home fire alarm by proceeding directly to their appointed post. Failing to do so may result in disciplinary action.

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25.06 Employees are required to attend mandatory in-services held by the Employer. Employees are encouraged to be active members as needed on committees like CQI and QH&S. Where such in-services or committee meetings occur outside the Employee's working hours, Employees shall receive pay at their regular rate of pay for hours so attended, and said hours shall not be considered for overtime purposes.

ARTICLE 26 - WORKERS COMPENSATION:

When an employee is absent due to illness or injury which is compensable by Workers Compensation, the following shall apply:

- a) The Employer shall continue to pay its share of all health and welfare benefits as provided in Article 15 for the duration of the WCB absence up to one (1) year.
- b) Part-time Employees shall pay the pro-rating portion of their benefits same as prior to their injury as set out in (a).
- c) When the anticipated absence is six (6) months or more the employer shall post notice of the temporary vacancy in accordance with job posting provisions outlined in this Agreement.
- d) The injured employee who returns to the workplace within the period of two (2) years from the date of injury shall be returned to their job posting prior to injury if available and able.

This Agreement signed by the Parties at Medicine Hat, Alberta, this

Signed on behalf of the Employer

Signed on behalf of the Union

Appendix 'A' -Rates of Pay

				1-Apr-05		1-Oct-05		1-Apr-06	1	-Apr-07
Group !										
	ietary Aide	Start Rate	\$	10.59	\$	10.59	\$	10.89	\$	11.11
	ousekeepingAide	Year1	\$	11.14	\$	11.14	\$	11.44	\$	11.67
La	aundry Aide	Year2	\$	11.72	\$	11.72	\$	12.02	\$	12.26
		Year3_	\$	12.51	\$	12.51	\$	12.81	\$	13.07
		Year4	\$	13.12	\$	13.12	\$	13.42	\$	13.68
Group II	the case of									
	th certification		_							
	aintenance Aide	Start Rate	\$	11.77	\$	11.77	\$	12.07	\$	12.31
(tr	ained. certified)	Year 1	\$	12.49	\$	12.49	\$	12.79	\$	13.05
		Year2	\$	13.21	\$	13.21	\$	13.51	\$	13.78
		Year3	\$	13.93	\$	13.93	\$	14.23	\$	14.52
		Year4	\$	14.66	\$	14.66	\$	14.96	\$	15.26
	thout certification									
	aintenanceAide	Start Rate	\$	11.51	\$	11.51	\$	11.81	\$	12.05
(u	ntrained, not certified)	Year 1	\$	12.17	\$	12.17	\$	12.47	\$	12.72
		Year2	\$	12.82	\$	12.82	\$	13.12	\$	13.39
		Year3	\$	13.58	\$	13.58	\$	13.88	\$	14.16
c 111		Year 4	\$	14.30	\$	14.30	\$	14.60	\$	14.89
Group III										
	th certification		_							
	ursing Aide I	Start Rate	\$	11.70	\$	11.87	\$	12.27	\$	12.51
(tr	rained.certified)	Year 1	\$	12.43	\$	12.61	\$	13.04	\$	13.30
		Year2	\$	13.17	\$	13.36	\$	13.81	\$	14.08
		Year3	\$	13.90	\$	14.11	\$	14.58	\$	14.87
		Year4	\$	14.65	\$	14.86	\$	15.36	\$	15.67
	thout certification		_							
	ursingAide II	Start Rate	\$	11.35	\$	11.52	\$	11.90	\$	12.14
(u	intrained, not certified)	Year 1	\$	12.07	\$	12.24	\$	12.65	\$	12.90
		Year2	\$	12.78	\$	12,97	\$	13.40	\$	13.67
Group!\										
	th certification									
	ssistant	Start Rate	\$	12.32	\$	12.50	\$	12.92	\$	13.18
PI	hysicalTherapist Assistant	Year1	\$	12.59	\$	12.77	\$	13.20	\$	13.46
	ecreation Therapy Aide	Year2	\$	13.07	\$	13.26	\$	13.70	\$	13.98
	.,,	Year 3	\$	13.76	Ş	13.96	\$	14.43	\$	14.72
		Year4	\$	14.65	s	14.86	S	15.36	S	15.67
			•		-		-		•	

\$ 15.67

		1-Apr-05		1-Oct-05		1-Apr-06		1-Apr-07	
B. without certification OccupationalTherapist									
Assistant	Start Rate	\$	11.35	\$	11.52	\$	11.90	\$	12.14
Physical Therapist Assistant	Year 1	\$	12.07	\$	12.24	\$	12.65	\$	12.90
RecreationTherapy Aide	Year2	\$	12.78	\$	12.97	\$	13.40	\$	13.67
	Year3	\$	13.44	\$	13.64	\$	14.10	\$	14.38
	Year4	\$	14.17	\$	14.38	\$	14.86	\$	15.16
Group V									
A. with certification									
Cook I	Start Rate	\$	12.47	\$	12.47	\$	12,77	\$	13.02
(Journeyman)	Year 1	\$	13.16	\$	13.16	\$	13,46	\$	13.73
	Year2	\$	13.90	\$	13.90	\$	14.20	\$	14.48
	Year3	\$	14.67	\$	14.67	\$	14.97	\$	15.26
	Year4	\$	15.42	\$	15.42	\$	15.72	\$	16.04
A without certification									
Cook !!	Start Rate	\$	11.89	\$	11.89	\$	12.19	\$	12.43
	Year 1	\$	12.59	\$	12.59	\$	12.89	\$	13.15
	Year2	\$	13.29	\$	13.29	\$	13.59	\$	13.86
	Year3	\$	13.99	\$	13.99	\$	14.29	\$	14.57
	Year4	\$	14.66	\$	14.66	\$	14.96	\$	15.26
Group VI									
Licensed Practical Nurse	Start Rate	\$	17.94	\$	18.20	\$	18.82	\$	19.19
	Year 1	\$	18.51	\$	18.78	\$	19.42	\$	19.80
	Year2	\$	19.08	\$	19.36	\$	20.01	\$	20.41
	Year3	\$	19.65	\$	19.93	\$	20.60	\$	21.02
	Year4	\$	20,21	\$	20.50	\$	21.19	\$	21.62

NOTES:

- (A)
- For purposes of interpretation, one (1) year of service is defined as 1,950 hours.

 Employees working in a higher-rated position for at least one (1) Shift will be paid at their equivalent rate in (B) the higher-rated position.

Letter of Understanding - 'A'

Between

Central Care Corporation, operating as Riverview Care Centre (the "Employer." of the first part)

And

United Food and Commercial Workers' Local Union 1118 (UFCW)

(the "Union." of the second part)

Subject: Float Pool for Nurse Aides

The objective of this letter of understanding is to establish and test a mechanism for assigning available **shifts** to permanent part-time employees, in preference ahead of casual employees. The "*Float* Pool" is comprised of permanent part-time employees who commit to work a minimum of four **(4) shifts** biweekly, throughout a posted schedule. The number of straight-time posted-schedule shifts that a Float Pool employee may work within a biweekly pay period, is limited to ten (10). Guidelines to apply in operating the Float Pool and the assignment of available shifts to those eligible part-time employees, are **as** follows:

- a Float Pool employee who wishes to change the number of biweekly shifts for which the employee is
 available throughout the schedule posting period is required to designate the employee's preference, in
 writing, four (4) weeks prior to the schedule posting date
- the assignment of open shifts will be based on the employee's preference and in accordance with the employee's seniority; available shifts may include days, afternoons, and nights; the number of shifts and the employee's shift preference is not a guarantee of work
- where available shifts remain open after taking into account employee seniority preference, the junior employees, in reverse order, are assigned to the open shifts within the posted schedule, up to the maximum number of biweekly shifts the employee has designated a commitment to work if there are unexpected shift openings which arise after the schedule is posted, Float Pool employees who have not been assigned to work the number of requested biweekly shifts have the option to work the unexpected openings, in accordance with seniority; where no Float Pool employee accepts such open shift(s), the employer may call in casual employees to work the open shift(s)
- provided that there are insufficient part-time employees to work the available open shifts on the posted schedule, the employer may call-in casual employees to work the open shifts
- to retain a rank on the Float Pool, a part-time employee must request and work a minimum of four (4) shifts biweekly, provided there are four (4) biweekly shifts available for assignment to the employee,

within the shift schedule; failure to work four (4) shifts biweekly may cause the employee's set to revert to the casual call-in roster, in accordance with accrued seniority

 an individual part-time employee's rank on the Float Pool will be based on seniority hours as posted on the semi-annual Seniority Listing

Signed at Medicine Hat, Alberta, this ______ day of _____ OSE, 2005.

Signed on behalf of the Employer

Signed on behalf of the Union

Ways Garry

Martina Martina Martina Martina Martina

Ways Garry

Martina Mart

Letter of Understanding - 'B'

Between

Central Care Corporation, operating as Riverview Care Centre (the 'Employer," of the first part)

And

United Food and Commercial Workers' Local Union 1118 (UFCW)

(the "Union," of the second part)

Subject: temporary interdepartmental transfer of nursing department staff

The parties hereto agree that casual and part-time employees (hereafter called employee) desiring to increase their hours of work will be considered by Management for relief work in other departments as well as their home departmentsubject to the following conditions:

- An employee will submit a written application and resume to the manager of the department in which they
 would like to work extra hours in a relief capacity.
- 2. Management will fully consider the merits of each employee applicant and will select the most suitable applicant when selecting an employee to work relief in other department(s) while respecting the needs of management to maintain a reasonable number of casual staff in each department which is their home department.
- 3. Employee's home department shall take preference in all relief staffing requirements if in conflict with other departments' relief staffing needs and requirements. For example, a part-time dietary aide has the opportunity to work casual as a nurse aide and as a dietary aide on the same day and conflicting hours. If no other staff is available to work relief as a dietary aide, then this employee, if wishing to increase hours of work, must work as a dietary aide, as this is the employee's home department.
- 4. Article 8.01 (three calendardays' notice of shift change requirement) is waived only on reliefhours scheduled in other departments in order to support and facilitate preference given to an employee's home department relief staffing needs. For example, a casual dietary aide is scheduled to work a vacation relief shift of 7.5 hours as a nurse aide in two weeks' time. A day before this shift, the employee is contacted by her/his home department manager that the dietary department has a relief staffing requirement, a five hour shift which

ur shift which

cannot be met by other employees. The dietary aide will then give up her 7.5 hour nurse aide shift and work the 5 hour dietary aide shift if she/he wishes extra hours.

- 5. Article 9 (Call-In by Seniority) is waived only on the assignment of relief hours to an employee for non-home department relief hours. Employees working in multi-departments, non-home departments on a relief basis shall be listed for call-in as the least senior in non-home department and in order of their start date in non-home departments.
- 6. Balance of collective agreement applies as applicable.
- Notwithstanding any provision of the collective agreement, this letter shall expire by 30 days' written notice
 by either party or on September 30, 2007.

Signed at Medicine Hat, Alberta, this ______ day of &@%_____

Signed on behalf of the Employer

e Employer

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2) Englost

Klilman

Signed on behalf of the Union

Martina Sulenlesses

Doven Hlockowski

Letter of Understanding- 'C'

Between

Central Care Corporation,
Operating as
Riverview Care Centre
(the "Employer," of the first part)

And

United Food and Commercial Workers' Local Union 1118 (UFCW)

(the "Union," of the second part)

The Parties agree that during the term of this collective agreement, contracting **out** will not be the cause **of** layoff of employees whose work for the employer **is** governed by this collective agreement.

Signed at Medicine Hat, Alberta, this 12 day of Circles 200:

Signed on behalf of the Employer

Signed on behalf of the Union

Wary Carry

May Carry

Martia Muladeum

Dength

Letter of Understanding ~ 'D'

Between

Central Care Corporation,
Operatingas
Riveryiew Care Centre
(the "Employer," of the first part)

And

United Food and Commercial Workers' Local Union 1118 (UFCW) (the "Union," of the second part)

Subject: occupational classification and rates of pay for "Nursing Aide"

The Parties agree that for purposes of establishing the rates of pay for employees in the occupational classification of "Mursing Aide" and who are on the active payrolls of the employer as of August 26, 2003 (list of employees appended hereto), such employees shall be "grandfathered" at the occupational class of "Mursing Aide I, with certification," and shall be paid in accordance with Appendix 'A' – Rates of Pay, appended to the collective agreement

New employees hired or transferred on or after August 27, 2003 into the foregoing occupation are classified and paid in accordance Appendix 'A' – Rates of Pay. A person hired, transferred or promoted into the occupation of nursing aide on and after August 27, 2003 and who does not hold educational "certification" is deemed to be "Nursing Aide II – without certification" and will be paid accordingly:

Mount Sun

Mann

M

Mercen Hockerche

Signed on behalf of the Union

CPL - RIVERVIEW

Updated list of "grandfathered" Nursing Aides employed as of August 26, 2003 and who remain employed as of the date of ratification of the renewal collective agreement, i.e. September 9. 2005

MURING MOPS, in sanistic of the

- PEESKER, SHARON 1 SEPKE, ALEXANDRA
- FRANZ, LINDA
- MUNCEY, KIM
- FLORKOWSKI, DOREEN 5
- FORSYTHE, JUDITH SCHICK, JUNE
- 7 TOMPKINS, CAROL 8
- KENT, NETTIE 9 JONES, JOYCE 10
- 11 NIZNIKOWSKI, RICHARD
- MCFAUL, LINDA 12 HALA, SHARON 13
- GLASGO, RITA 14
- CHIN, BRUCE 15 SUTHERLAND LORRAINE 15
- SCHNELL, HEATHER
- COLLINGE, WILMA 18 CAMPBELL CELESTE 19

- 20 DUNCALFE, GLORIA
- 21 FETCH, RON 22 COOPER, TAMMY L.
- 23 EBELHER, KIM
- 24 WILTON, LORI 25 DREGER, WENDY
- 26 BLUE, FRAN
- 27 HALL, PAT 28 WICKENHEISER, MARTINA
- 29 MACKINNON. JANICE
- 30 MOSTON. LORRAINE
- 31 COOK CHERYL 32 GEORGE.ANEITA
- 33 NIEMAN, NANETTE
- 34 ZILKIE. DEBBIE
- 35 THURBER, MARY A. 36 BOWERS, JOLEEN
- 37 SCHUTZENHOFER, REBEKAH
- 38 STICKEL, LANA

- 39 GOMEZ, SONIA
- 40 CHERRETT, ELLEMAE
- 41 NOBLE NATASHA
- 42 NUATET, SAHRA
- 43 STEIGEL-BRIGGS, SONIA
- 44 ARMSTRONG. DENISE
- 45 HAWEE MARIA 46 KEHLER, BRANDI
- 47 WELLS, CHRISTINE
- 48 ZILKIE, AMBER
- 49 CHITURA, JANE

- Musing and Administrations
- ARMSTRONG. DENISE
- BLUE, FRAN
- BOWERS. JOLEEN
- CAMPBELL, CELESTE
- CHERRETT, ELLEMAE 5
- CHIN, BRUCE
- CHITURA, JANE 7
- COLLINGE, WILMA 8
- COOK. CHERYL
- COOPER, TAMMY L. 10
- 11 DREGER, WENDY
- DUNCALFE, GLORIA
- 13 EBELHER, KIM
- FETCH, RON 14
- FLORKOWSKI, DOREEN
- FORSYTHE, JUDITH 16
- FRANZ, LINDA 17
- GEORGE, ANEITA 18
- GLASGO, RITA

- 20 GOMEZ, SONIA
- 21 HALA, SHARON
- 22 HALL, PAT
- 23 HAWEE, MARIA
- 24 JONES, JOYCE
- 25 KEHLER, BRANDI
- 26 KENT, NETTIE
- 27 MACKINNON.JANICE
- 28 MCFAUL, LINDA
- 29
- MOSTON, LORRAINE
- 30 MUNCEY, KIM
- 31 NIEMAN, NANETTE
- 32 NIZNIKOWSKI, RICHARD
- 33 NOBLE. NATASHA
- 34 NUATET, SAHRA
- 35 PEESKER SHARON
- 36 SCHICK, JUNE
- 37 SCHNELL, HEATHER
- SCHUTZENHOFER, REBEKAH

- 39 SEPKE, ALEXANDRA
- 40 STEIGEL-BRIGGS, SONIA
- 41 STICKEL. LANA
- 42 SUTHERLAND, LORRAINE
- 43 THURBER, MARY A
- 44 TOMPKINS, CAROL
- 45 WELLS. CHRISTINE
- 46 WICKENHEISER, MARTINA
- 47 WILTON, LORI
- 48 ZILKIE, AMBER
- 49 ZILKIE, DEBBIE



Letter of Understanding - 'E'

Between

Central Care Corporation,
Operating as
Riverview Care Centre
(the "Employer." of the first part)

And

United Food and Commercial Workers' Local Union 1118 (UFCW)

(the "Union," of the secondpart)

Subject: occupational classification and rates of pay for "Dietary Aide," "Housekeeping Aide" & "Laundry Aide"

The Parties **agree** that for purposes of establishing the rates of pay for employees in the occupational classification of Group A from the expired collective agreement, specifically either 'Dietary Aide," or "Housekeeping Aide," or "Laundry Aide" and who are on the payrolls of the employer **as** of August **26**, **2003** (list of employees appended hereto), shall be "grandfathered" at the following rates of pay:

	Expired	•	1-Apr-05 1-Oct-05		•	I-Oct-06	•	1-Apr-07 2.0%	
Start Rate	11.54	\$	11.77	\$	11.94	\$	12.34	\$	12.59
Year 1 Rate	12.13	5	12.37	\$	12.55	\$	12.97	\$	13.23
Year 2 Rate	12.73	\$	12.98	\$	13.17	\$	13.61	\$	13.89
Year 3 Rate	13.33	S	13.60	\$	13.79	\$	14.26	\$	14.54
Year 4 Rate	13.94	\$	14.22	\$	14.44	\$	14.94	\$	15.24

New employees hired or transferred on and after August 27, 2003 into the foregoing occupation are classified and paid in accordance with Appendix 'A' – Rates of Pay. Employees on the payrolls of the employer as of August 26, 2003 and who subsequently transfer to the Group III occupation of "Nursing Aide I or II" shall not incur a reduction in rate of pay and shall retain their rate in accordance with the above schedule until such time as the natural increases in the Group III rates exceeds 9 transferred employee's above rate.

Signed at Medicine Hat, Alberta, this day of day of

Signed on behalf of the Employer

Signed on behalf of the Union

Warpe Cory Marine Medenters Vorum Horkowski

CPL - RIVERVIEW

Updated Let of "grandfathered" EnvironmentalDept staff employed as of August 26, 2003 and who remain employed as of the date of ratification of the renewal collective agreement, i.e. September 9, 2005

finesextation rules in sanighting to

EMPLOYEE NAME

- 1 NEUFELD, DEBBIE
- 2 SEITZ SHEILA
- 3 SACKMAN, MARLENE
- 4 BOSCHEE, PEGGY

the secondary at the content of the

EMPLOYEE NAME

- 1 BELL, KERRI
- 2 MCFAUL, MARILYN
- 3 BEDFORD, DARLENE
- 4 GERSHON, ANNETTE

Valuation and the company of the com

EMPLOYEENAME

- * STAPPLER, MARLENE
- 2 DRESCHER, JOANNE
- 3 DESCHAMPS, MARG
- ◆ DURIEZ, WANDA
- 5 O'BRIEN, SHIRLEY
- 6 FREEMAN, SHIRLEY
- 7 MACK, JOANNE
- 8 KING, LYNDA
- JACOBER, DARLENE

Letter of Understanding - 'F'

Between

Central Care Corporation,
Operating as
`Riverview Care Centre
(the "Employer," of the first part)

And

United Food and Commercial Workers' Local Union 1118 (UFCW)
(the "Union," of the second part)

Subject: occupational classification and rates of pay for "Occupational Therapist Assistant,"

"Physical Therapist Assistant" and "Recreation Therapy Aide"

The Parties agree that for purposes of establishingthe rates of pay for employees in the above occupational classifications and **who** are **on** the payrolls of the employer **as** of August 26, 2003 (list of employees appended hereto), shall be "grandfathered" at the new occupational class of Nursing Aide I, "*Group III* – A. **with certification,"** and they shall be paid in accordance with Appendix 'A' – Rates of Pay, appended to the collective agreement.

New employeeshued or transferred on and after August 27, 2003 into the foregoing occupations are classified and paid in accordance with Appendix 'A' – Rates of Pay. A person bired, transferred α promoted into the foregoing occupations on and after August 27, 2003 and who does not hold educational "certification" is deemed to be in "Group IV - B. without certification" and will be paid accordingly.

Signed on behalf of the Employer

Signed on behalf of the Union

Martisa h fector laser

Marien Florkauski

CPL - RIVERVIEW

Updated list of "grandfathered Recreation Aides, OK and P/T Aides employed as of August 26, 2003 and who remain employed as of the date of ratification of the renewal collective agreement, i.e. September 9, 2005

TESTERON TIME OF A PROMISE IN COMPANY OF THE

EMPLOYEE NAME

- 1 LANTICAN, ADELINA
- 2 JOHNSON, RHONDA A
- 3 MOORE, KATHRYN
- OAKES, HOLLY

Letter of Understanding - "G'

Between Central Care Corporation, Operating as

Riverview Care Centre

(the "Employer," of the first part)

And

United Food and Commercial Workers' Local Union 1118 (UFCW)

(the "Union," of the second part)

Article 15.00 - Sick Leave Insurance

In a joint and collaborative effort by **Labour** and Management to improve the facility's overall experience for absenteeism under Sick Leave provisions of the collective agreement, the Parties agree to the following provisions governing the application of Articles **15.02**, **15.03**, **15.04** and **15.05**.

(A) For employees whose utilization of sick leave is six (6) days or less in a calendaryear, the following clause in the second(2nd) paragraph of Article 15.04 is not applied:

"Where, in a calendar year, an employee has multiple short-term absences, each of three (3) work days or less in duration, an employee will not be entitled to any sick leavefor thefourth and succeeding period a absence; the maximum payable sick leave benefit in that calendaryear is seven and one-half (7.5) days. However, hospitalization, major surgery or lengthy convalescence after surgery and intensive on-going therapies, will not be considered in determining periods of absence or total utilization of sick leave in the calendaryear."

(B) For an employee whose utilization of sick leave is more than six (6) days in a calendar year, the Employer may, at its discretion, apply the utilization maximums contained in Article 15.04, for a period of twelve (12) months.

Effective at the date of ratification of the renewal collective agreement, an individual employee's accumulated sick leave record for calendaryear 2005 will be used to determine the employee's sick leave status and placement under (A) or (B) above.

Signed on behalf of the Employee Signed on behalf of the Union

Name Covey

Mark Covey

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Letter of Understanding - 'H'

Between
Central Care Corporation,
Operating as

Riverview Care Centre

(the "Employer," of the first part)

And
United Food and Commercial Workers' Local Union 1118 (UFCW)
(the "Union," of the second part)

Subject: Licensed Practical Nurses

1. Recognition of previous experience

Provided that not more than two (2) years have elapsed since the experience was obtained, when an employee has experience satisfactory to the Employer, her starting salary may be adjusted by one (1) salary increment, on a one-for-one basis, for **each** year of documented prior experience which is applicable and relevant to the position, to a maximum of three (3) increments.

Article 6.02 – Hours of Work, Extended Work Shift, and Article 7.01 • Overtime

For purposes of defining the normal hours of work for Licensed Practical Nurses, the regular shift is defined as seven and three-quarters (7 1/4) hours in a day, seventy-seven and one-half (77 1/2) hours in a bi-weekly pay period.

Overtime shall be paid for all hours worked in excess of seven and threequarters (7 ½) hours in a shift and/or seventy-seven and one-half (77 ½) hours in a bi-weekly pay period, exclusive of meal periods.

3. Appendix 'A' - Rates of Pay

For purposes of establishing a 5-increment wage progression grid similar to other classifications, the prior pay rate table for LPNs, which expired March 31, 2005, is superseded and is replaced in accordance with the procedure outlined below.

The amended 5-increment grid is computed by shifting the old rates one row vertically, i.e. the old 'Step 2 Rate' becomes the expired 'Step 1 Rate,' and so on, and the vacated 'Step 5 Rate' is computed at fifty-five cents (\$0.55) per hour more **than** the old 'Step 5 Rate.' This replacement 5-increment grid takes **effect after**

I

expiry of the preceding collective agreement, and prior to making computations for the general across-the-board increases which come into effect April 1, 2005 in the succeeding collective agreement. Retroactive pay for LPNs is computed on all hours paid to the employee on and after April 1, 2005, in accordance with the pay rate column labeled April 1, 2005.

LPNs on the payrolls of the Employer as of the date of ratification of this renewal collective agreement will have their placement on the pay grid re-assessed on the basis of documentation submitted by the employee which is satisfactory to the Employer, and which validates an employee's claim to have prior experience recognized, in accordance with Point 1 -Recognition of Prior Service, above. Any resulting pay rate adjustment for previous experience will take effect on the later of November 1, 2005, or the first day of the pay period immediately following the date on which the employee submits documentation satisfactory to the Employer.

Signed at Medicine Hat, AB, this day of	
Signed on behalf of the Employer	Signed on behalf of the Union
Janu Sue	- age Corus
Menen	Martia Clickerhuss
D England	Moren Florkowski
Walian .	

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Letter of Understanding - 'I'

Between

Central Care Corporation,
Operating as
Riverview Care Centre
(the "Employer," of the first part)

And

United Food and Commercial Workers' Local Union 1118 (UFCW) (the 'Union,'' of the second part)

Subject: Effective Dates of Revisions to the Collective Agreement and RetroactivePay

- A. Except where specifically stated otherwise, revisions to the collective agreement take effect on the later of the date of ratification by the members, or the date on which the Union officially notifies the Employer, in writing, of the ratification.
- B. Eligibility for retroactive pay is limited to those employees who are on the payrolls of the Employer as of the date of ratification. Retroactive pay is computed on all hours worked by the employee on and after April 1, 2005, and is to be issued to eligible employees not later than thirty (30) days after the date the Union serves ratification notice to the Employer.

Signed at Medicine Hat, AB, this day of all tober, 2005.

Signed on behalf of the Employer Signed on behalf of the Union

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