



COLLECTIVE AGREEMENT

BETWEEN

EXTENDICARE (CANADA) INC.

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 2424/003 – CEDARS VILLA**

May 3, 2000 - , December 31, 2002

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Preamble

It is the intent and purpose of this Agreement which has been negotiated and entered into in good faith to:

- (a) provide lawful and orderly collective bargaining relations between the Employer and its Employees covered by this Agreement, through the 'Union;
- (b) secure prompt disposition of grievances, to eliminate interruption of work and interference with efficient operation of the Employer's business;
- (c) establish wages and working conditions; and
- (d) generally to administer all terms and conditions herein in a manner consistent with the Collective Agreement.

ARTICLE 1

Term of Collective Agreement

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto, shall be in force and effect from the date of ratification to December 31, 2002 and from year to year thereafter, unless amended. Notification of desire to amend may be given in writing by either party during the period between **sixty** (60) and one hundred twenty (120) days prior to its expiration date.
- 1.02 **The** Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the declaration of a strike or lockout, whichever occurs first.
- 1.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served **if** personally delivered or mailed in a prepaid registered envelope addressed:
- in the case of the Employer to:
Human Resources
Extendicare (Canada) Inc.
Western Regional Office
#306, 8657 - 51 Avenue
Edmonton, **AB** T6E 6A8
- and in the case of the Union to:
The President
Alberta Union of Provincial Employees
10451 - 170 Street
Edmonton, AB T5P 4S7
- 1.04: *An* Employee whose employment has terminated prior to the effective date of this Collective Agreement shall be eligible to receive retroactively any increase in salary which she would have received but for the termination of employment, only upon submitting to the Employer, within thirty (30) calendar days of the effective date of this Collective Agreement, written application for such retroactive salary.

ARTICLE 2

Definitions

- 2.01 "Code" means The Labour Relations Code, as amended from time to time.
- 2.02 "Union" means The Alberta Union of :ProvincialEmployees.

- 2.03 "Chapter" means Local 2424, Chapter 003 – Cedars Villa of The Alberta Union of Provincial Employees.
- 2.04 "Employer" shall mean Extendicare -- Cedars Villa.
- 2.05 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer:
- (a) "Full Time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (b) "Part Time Employee" is one who is regularly scheduled for less than the normal hours specified in the "Hours of Work" Article of this Collective Agreement.
 - (c) "Casual Employee" shall mean an Employee who works on a call in basis and who does not appear on the schedule on a regular and continuing basis except Casual Employees shall appear on the schedule on a regular and continuing basis for the purpose of replacement of Part-time and Full-time Employees when it is known in advance that such replacement assignment is necessary.
- It is understood and agreed that Part-time Employees shall have preference for available work.
- 2.06 "Basic Hourly Rate of Pay" shall mean the rate applicable to an Employee as set out in "Schedule A".
- 2.07 "Shift" shall mean a daily tour of duty exclusive of overtime hours. The first shift of the day shall be that shift in which the majority of hours fall between midnight and 0800 hours.
- 2.08 "Shift Rotation" means the period of time over which a Full or Part-time Employee's schedule repeats itself. In those cases where the shift rotation does not repeat itself for a Full or Part-time Employee, the term shall be understood to mean a period of twelve (12) weeks.
- 2.09 "Licensed Practical Nurse" means a person who is issued a certificate of registration as a Licensed Practical Nurse pursuant to the Health Disciplines Act R.S.A. 1980, c,H-3.5 as amended.
- 2.10 "Union Representative" shall mean a person who is not an Employee of Extendicare – Cedars Villa who is authorized by the Union to conduct business with the Employer or Bargaining Unit Members.
- 2.11 "Feminine Gender" shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.

ARTICLE 3

Strikes and Lockouts

- 3.01 The Union and Employer agree that there shall be no strike or lockout during the term of this Agreement.

ARTICLE 4

Union Recognition

- 4.01 The Employer recognizes the Union as the sole bargaining agent for, and **the** Collective Agreement shall apply to, all Employees covered by this Collective Agreement as described in the Certificate of the Labour Relations Board.
- 4.02 No Employee will be required or permitted to make any written or verbal agreement which is in conflict with this Collective Agreement.
- 4.03 Employees shall be permitted to wear a Union logo pin during all hours of employment.
- 4.04 The Union shall be given the opportunity to provide a Union orientation of not more than fifteen (15) minutes during the orientation period on the Employer's time.
- 4.05 The cost of the printing of the Collective Agreement shall be borne equally between the Parties. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Union. The Collective Agreement will be printed by a mutually agreed unionized shop. The invoices for printing will be processed at AUPE Headquarters.
- 4.06 The Employer shall provide a bulletin board which shall be placed so that all Employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to Employees. The Employer will have the opportunity to review all materials prior to posting whenever possible. It is not the intention of the Union to post anything objectionable to the Employer.
- 4.07 A request by any Employee for a Union Representative at a meeting which the Employer designates as being investigative or disciplinary shall not be denied.

ARTICLE 5

Union Membership and Payment of Dues

- 5.01 Membership in the Union is voluntary.

- 5.02 For the purpose of this Article, "gross earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement
- 5.03 The Employer will, as a condition of employment, deduct from the gross earnings of each Employee covered by this Collective Agreement dues as determined by the Union.
- 5.04 Deductions of the dues for all Employees shall commence with the first pay period of employment.
- 5.05 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 5.06 (a) The Employer agrees to remit to the Central Office of the Union, the amount equal to the dues that have been deducted from the pay of all Employees by the first (1st) working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
- (b) Particulars, identifying each Employee in a printed form, or magnetic disc or tape file showing the Employee name, Employee number, current deduction and year to date deductions on which the dues are computed shall be provided monthly together with the amount deducted from each Employee.
- 5.07 The Employer will record the amount of individual dues deducted on T-4 slips issued for income tax purposes.

ARTICLE 6

Time Off for Union Business

- 6.01 The Employer may grant leave of absence without pay to Employees to attend Union conventions, seminars, education classes or other Union business. Request For leave shall be submitted in writing with as much advance notice as possible and will be subject to the efficient operation of the facility. Requests for leave will not be unreasonably denied..
- 6.02 The Employer agrees that, where permission had been granted by the Employee's Supervisor to the Union to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- 6.03 Employees who are elected or selected for any position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay and shall continue to accrue seniority.

ARTICLE 7

Management Rights

- 7.01 The Employer reserves all rights not otherwise abrogated or restricted in this Collective Agreement.
- 7.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency and to make, alter, and enforce, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
 - (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - (c) hire, promote, transfer, layoff and recall Employees;
 - (d) demote, discipline, suspend or discharge for cause.

ARTICLE 8

Union Management Committee;

- 8.01 The Parties recognize the benefits which can be derived from a Union Management Committee. At either Party's request a Union/Management Committee shall be established to deal with matters of mutual concern which may arise from time to time, It is recognized that the purpose of the Committee is to promote joint problem solving. The Committee will have the authority to make recommendations to the Union and the Employer.
- 8.02 The Committee shall not have jurisdiction over any matter contained in the Collective Agreement, including its administration or negotiation. The Committee shall not supercede the activities of any other Committee of the Employer.
- 8.03 The Committee shall be comprised of representatives of the Chapter and the Employer with a maximum of three (3) Employer representatives and three (3) Union Members. It is understood that the Employees who represent the Chapter on the Committee will be employed at the facility.
- 8.04: The Committee shall meet as and when required upon request of either Party, within seven (7) calendar days. An agenda for each meeting ~~will~~ be

circulated prior to the meeting. Minutes of each meeting will be kept. The minutes will be approved by both Parties and posted on the Union bulletin board.

- 8.05 A Union Steward shall not suffer any loss of pay for time spent at such Union/Management Committee meeting.

ARTICLE 9

Occupational Health And Safety

- 9.01 A Committee will be established for the facility to consider matters of Occupational Health and Safety.
- 9.02 The Committee shall meet at least quarterly or more frequently if required by either Party at a mutually acceptable hour and date.
- 9.03 Once established, the Committee will develop its' terms of reference, which shall include the scope of the Committee's responsibility and accountabilities.
- 9.04 The Committee shall be comprised of representatives of the Chapter and the Employer with a maximum of three (3) Employer representatives and three (3) Union Members.
- 9.05 Employees who sit on the Committee shall suffer no loss of pay for time spent in meetings with the Committee.

ARTICLE 10

Discrimination

- 10.01 The Employer and the Union agree to abide by the Human Rights, Citizenship and Multiculturalism Act as amended. It is agreed there will be no discrimination, restriction or coercion exercised or practiced on the part of the Employer or the Union with respect to any Employee by reason of sexual preference, membership or non-membership or activity in the Union, nor in respect to any of the listed grounds in the aforementioned Act including age, race, colour, religious or political beliefs, gender, physical disability, place of origin, marital status or ancestry. For the purposes of the Article, the Parties agree that the defenses and definitions of the aforementioned Act are applicable.

ARTICLE 11

Discipline And Dismissal

- 11.01 Except for the dismissal of an Employee serving a probation period, no Employee shall be disciplined without just cause.

- 11.02 An Employee shall have the right to Union representation during a disciplinary meeting with the Employer. An Employee shall have the right to waive the right to Union representation if she wishes.
- 11.03 When disciplinary action is taken against an Employee, the Employee and the Union shall be informed in writing as to the reason(s) for such action.
- 11.04 The Employee shall be given opportunity to sign any written notice of discipline, for the sole purpose of indicating that she is aware of the disciplinary notice.
- 11.05 **An** Employee who has been subject to disciplinary action pursuant to Article 11.01 may, after twelve (12) months active employment 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 providing the Employee's personnel file does not contain any further record of a disciplinary action, during the last twelve (12)month period. The Employer shall confirm in writing to an Employee who requests and who is eligible to have her personnel file cleared that such action.has been effected.
- 11.06 When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the Employee, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.

ARTICLE 12

Union Stewards

- 12.01 Union Stewards are representatives of the Employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances and of enforcing bargaining rights and any other rights of the Employees under this Collective Agreement. Where it becomes necessary for a Union Steward to leave his job for this purpose, he will request time off from his immediate supervisor and provide him with as much advance notice as possible.
- 12.02 A list of Union Stewards shall be supplied by the Union to the Administrator. The Administrator shall be advised in writing of any change to this list. The list shall be updated by the Union annually.
- 12.03 Employees shall have the right to request the assistance of a Union Representative when processing a grievance.

ARTICLE 13

Probationary Period

- 13.01 A new Employee shall serve a probationary period of four hundred and eighty (480) hours worked from the date of hire. If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period with recourse to the grievance procedure up to and including Step II. The Employer shall keep the Employee advised of her progress during the probation period.
- 13.02 The Employer shall provide a written evaluation of each probationary Employee at the approximate mid-point of her probationary period.
- 13.03 The probationary period may be extended an additional three hundred and sixty (360) hours worked. **An** Employee's probationary period shall only be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 14

Performance Appraisals

- 14.01 (a) The Employer will endeavor to provide regular written performance appraisals to Employees.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with not less than forty-eight (48) hours notice. At the interview the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of their performance appraisal, and shall have the right to respond in writing within ten (10) calendar days of the interview and that reply shall be placed in her personnel file.
- 14.02 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

ARTICLE 15

Personnel Files

- 15.01 By appointment made a least forty-eight (48) hours in advance, an Employee may view her personnel file. **An** Employee at her request may be accompanied by a Union Representative when reviewing her personnel file. A representative of the Union, upon written consent of the Employee may view the Employee's personnel file for purposes of investigating an individual grievance or disciplinary matter.

15.02 Where the Employee or the Employee's representative has requested the entire contents of the personnel file, the Employer shall be entitled to charge reasonable costs to cover the cost of copying.

ARTICLE 16

Grievance Procedure

16.01 Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the Union Representative.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Administrator or Designate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day with no loss of basic pay for a participating Employee.

16.02 Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 24.
- (b) Time limits may be extended by mutual agreement of the Parties in writing.

16.03 Steps of the Grievance Procedure Involving Disputes Between the Employer and the Employee:

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee shall first seek to settle the dispute through discussion with his immediate supervisor. If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step 1.

Step 1

Where a difference allegedly has occurred, the Employee will discuss the matter with her supervisor who is not within the scope of this Collective Agreement, within ten (10) days of the date the difference allegedly occurred, with a view to resolving it. An Employee shall have the right to have a Union Steward present during discussions at this Step.

Step 2

If the difference is not resolved at Step 1, a grievance shall be submitted, in writing, to the Administrator or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the discussions at Step 1 of the grievance. The decision of the Administrator or designate shall be made known to the grievor in writing, with a copy to the Union within ten (10) days of receipt of the grievance.

Step 3

If the grievance is not resolved under Step 2, the Union may, within ten (10) days of the receipt of the written decision of the Administrator or designate, submit the grievance in writing to the Regional Director or designate, specifying the nature of the grievance(s) and the redress sought, who shall meet with the grievor and the Union Representative and shall render a decision in writing to the Union within ten (10) days of the meeting.

Step 4 - Arbitration

Either of the Parties wishing to submit a grievance to arbitration shall notify the other Party in writing of its intention to do so within twenty (20) days of the response of the Regional Director or designate at Step 3 of the grievance procedure; and

- (a) name its appointee to the Arbitration Board; or
- (b) state its desire to consider the appointment of a single arbitrator.

Within ten (10) days after receipt of notification, the Party receiving such notice shall:

- (a) inform the other Party of the name of its appointee to an Arbitration Board, or
- (b) arrange to discuss with the other Party the selection of a single arbitrator. Where agreement cannot be reached on the selection of a single arbitrator, an Arbitration Board shall be established.

Where appointees to a Board have been named by the Parties, they shall, within ten (10) days, endeavour to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Minister of Labour of the Province of Alberta to appoint a Chairperson.

After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, he/they shall meet with the Parties and hear such evidence as the Parties may desire to

present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within ninety (90) calendar days after the completion of the hearing.

The decision of a majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the decision of a single arbitrator shall be final and binding on the Parties.

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.

Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two Parties to the dispute.

Any time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

16.04 Dispute Between the Parties

In the event that a dispute of a general nature affecting more than one (1) Employee arises between the Employer and the Union regarding interpretation, application, or alleged violation of the Agreement, which cannot be resolved by discussion between the Parties, the dispute becomes a policy grievance or a group grievance. Such grievance shall commence at Step 2 of the Grievance Procedure. Either Party may submit a grievance.

16.05 Default

- (a) Should the Employee fail to comply with any time **limits** in the Grievance Procedure, the grievance will be considered conceded and shall be abandoned unless the Parties have mutually agreed, in writing, to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the Grievance Procedure, the grievance shall automatically move to the next Step on the day following the expiry of the particular time limit unless the Parties have mutually agreed, in writing, to extend the time limits.

At any hearing held during the Grievance Procedure, the Employee is entitled to have a Union Representative present.

ARTICLE 17

Acting Incumbency

- 17.01 **An** Employee required by the Employer to replace another Employee in a classification within the Bargaining Unit which is assigned a higher pay grade, for one (1) shift or longer, shall be paid at the rate of the higher classification that provides her with an increase in her Basic Rate of Pay.
- 17.02 An Employee required by the Employer to temporarily replace another Employee in a classification within the Bargaining Unit which has assigned a lower pay grade, shall not have their Basic Rate of Pay adjusted.

ARTICLE 18

Seniority

- 18.01 Seniority shall be bargaining unit wide.
- 18.02 Seniority is the order of the relative positions of Employees measured by length of service accrued based on hours paid since the most recent date of employment with the Employer.
- 18.03 Effective two (2) months following ratification, seniority will be the ranking of Employees in accordance with the number of hours paid which shall include hours worked, paid vacation hours, paid sick leave, and regular scheduled hours absent on Union business. **An** Employee's seniority prior to the aforementioned date shall be those hours recorded by the Employer since the Employee's most recent date of hire.
- 18.04 Within three (3) months of the signing date of this Collective Agreement, the Employer will post on the bulletin board provided, a seniority list containing the name and seniority of each Employee from the most senior to the least senior.
- The seniority list will be updated by the Employer no later than February 15 and August 15 of each calendar year thereafter. Copies of the seniority lists will be provided to the Union Representative following posting.
- 18.05 If an Employee does not notify the Employer that, in her view, her seniority calculation is inaccurate within four (4) weeks of such posting, the seniority list will be deemed by the Parties to be accurate.
- Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.
- 18.06 **An** Employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if the Employee:

- (a) resigns or retires; or,
- (b) is discharged for cause and not reinstated; or,
- (c) overstays a leave of (absence without written permission unless a reason satisfactory to the Employer is provided. Such permission shall not be unreasonably denied; or,
- (d) fails to reply to a recall notice within seven (7) days pursuant to Article 19 (Layoff and Recall Procedure), unless a reason satisfactory to the Employer is provided; or,
- (e) is absent for three (3) consecutive days without notifying the Employer, the Employee shall be considered to have resigned unless a reason satisfactory to the Employer is provided; or,
- (f) is laid off and not on reduced hours in excess of one (1) year; or,
- (g) is promoted to a position outside the Bargaining Unit and does not return to her position within one hundred and fifty-five (155) hours worked from the date of promotion.

ARTICLE 19

Layoff and Recall

- 19.01
- (a) The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how the layoff will take place, review an updated seniority list, and discuss other relevant factors the parties agree upon.
 - (b) When, in the opinion of the Employer, it becomes necessary to displace or layoff an Employee(s) or reduce Full or Part-time Employee(s) posted hours of work, the Employer will give the Employee(s) at least fourteen (14) calendar days notice in writing and where that is not possible the Employee(s) shall be paid up to two (2) weeks pay in lieu thereof based on regularly scheduled hours except in the case of Casual Employees for whom the Employer shall not be required to give notice. If the Employee is not laid off on the exact date specified in the original notice of layoff and is not in fact laid off until after the originally specified date, no new notice of layoff is required and no pay in lieu thereof is owing.
 - (c) A consultation meeting with an Employee (who is to be laid off or displaced), the Employer and a Union Representative shall be held at which time the Employee shall indicate her choice of a vacant position (in the bargaining unit, if one exists, subject to Article 31), or may choose to displace a less senior Employee, in the same status (full or part-time) for which she has the skill, training,

knowledge and ability to perform the work. If such Employee is full-time **and** there are no other full-time positions, she may displace a less senior Employee who is part-time. Where an Employee chooses not to displace or is unable to displace a less senior Employee, she shall be laid off pursuant to the notice given under Article 20.01(b).

19.02 If an Employee is laid off out of the facility, subject to the terms of the group insurance benefits, an Employee may choose to continue to pay the full premium cost of any group insurance benefits in which she was enrolled at the time of layoff. The Employee must pre-pay the full premium costs prior to the first business day of each month. The maximum period the Employee can choose to continue to pay the full premium costs is for twelve (12) months (subject to the approval of the benefit carriers) from the end of the month in which the layoff out of the facility occurred or until the laid off Employee is recalled or employed elsewhere, whichever occurs first.

- 19.03
- (a) *All* full-time, part-time and temporary vacancies shall be posted and filled in accordance with Article 31.
 - (b) Where there are no applicants for a posted vacancy or there are no suitable applicants, the most senior Full or Part-time Employee on layoff who has the skills, training, knowledge and ability to perform the work shall be offered the position.
 - (c) The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by double registered letter sent to the Employee's last place of residence on file or by personal delivery of same. When dispatched by double registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. The Employee so notified within seven (7) days of delivery shall:
 - (i) notify the Employer that she shall report for work as directed;
 - (ii) notify the Employer that she does not intend to return;
 - (iii) return to work at a date mutually agreed between the Employer and the Employee; or
 - (iv) indicate that she does not wish to accept this recall, but would like to stay on the recall list.

An Employee who does not respond to notice of recall as set out above shall be deemed to have resigned.

19.04 Other than for the continuation of accrued seniority at the time of layoff, the rights and benefit!; arising under this Article, and grievance and

arbitration rights, an Employee's rights while on layoff shall be limited to the right of recall.

- 19.05 Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, does not respond to notice of recall pursuant to Article 20.03 or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.
- 19.06 At the meeting held in accordance with Article 20.01(a), a protocol with respect to casual shifts shall be discussed for use during the time period which Employees are on layoff or reduced hours for the recall period.
- 19.07 The operation of this Article, including revision to shift schedules caused by layoff or displacement, shall not constitute a violation of the terms of this Collective Agreement.
- 19.08 No new Full or Part-time Employees will be hired until all Employees on layoff who have the requisite skills, training, knowledge and ability have been given an opportunity of recall.
- 19.09 Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.

ARTICLE 20

Hours of Work

- 20.01 (a) The regular work shift for Full-time Employees shall be eight (8) hours per day or eighty (80) hours bi-weekly averaged over an Employee's shift rotation exclusive of an unpaid meal period.
- (b) The regular work shift for Part-time Employees shall be up to eight (8) hours per day or up to eighty (80) hours bi-weekly averaged over an Employee's shift rotation exclusive of an unpaid meal period.
- (c) The regular work shift for Casual Employees shall be up to eight (8) hours per day or up to eighty (80) hours averaged over a fourteen (14) calendar day period exclusive of an unpaid meal period.
- 20.02 (a) Employees shall be granted one (1), fifteen (15) minute paid rest period in each half of an eight (8) hour shift.
- (b) Employees shall receive a thirty (30) minute unpaid meal period for all shifts of five (5) hours or more.
- (c) Employees shall be allowed to take their unpaid meal period uninterrupted by the Employer except in cases of emergency.

- (d) **An** Employee required by the Employer to work in excess of the regular hours of work as defined in Clause 20.01, due to being recalled during her unpaid meal period or rest period will be compensated in accordance with Article 21 – Overtime.
 - (e) **The** actual times at which an Employee shall take meal period and rest breaks will be determined by the Employer. It is understood that meal periods and rest periods will not be combined.
- 20.03 Employees who wish to leave the facility at meal times shall inform her Supervisor.
- 20.04 (a) Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules shall provide for:
- (i) at least fifteen and one-half (15-1/2) hours off duty between shifts;
 - (ii) not more than six (6) consecutive scheduled days of work;
 - (iii) when possible, at least two (2) consecutive days of rest.
- (b) Except by mutual agreement between the Employer and the Union, an Employee shall receive at least one (1) weekend off in three (3) averaged over one complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purpose of this Article.
- 20.05 (a) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When the Employer requires a change in the scheduled days of work with less than seven (7) calendar days notice, the Employee shall be paid at time and one-half (1-1/2X) for all hours worked on the first shift of the changed schedule.
- (b) Employee requests for shift changes must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances. If the change results in less than seven (7) calendar days notice, the Employees affected will be paid their regular rate of pay for all hours worked.
- 20.06 Those Employees working the night shift when the change from Daylight Time to Standard Time occurs shall be paid overtime for all hours worked over eight (8) hours in a shift and Employees working the night shift when the change from Standard Time to Daylight Time occurs shall be paid their basic hourly rate of pay for all hours worked.
- 20.07 **An** Employee who reports for a scheduled shift: and is subject to cancellation of the shift shall be paid for a minimum of four (4) hours or for all hours worked, whichever is greater, at the Employee's Basic Rate of Pay.

20.08 The Employer will endeavor to provide hours of work to all Casual Employees.

20.09 This Article applies to Casual Employees except Articles 20.04(a)(i)(iii), 20.04(b) and 20.05(a), which shall have no application to Casual Employees filling a temporary position of less than three (3) months.

ARTICLE 21

Overtime

21.01 Overtime is all time authorized by the Employer or designated charge person and worked by an Employee in excess of eight (8) hours per day or eighty (80) hours bi-weekly averaged over an Employee's shift rotation.

(a) On a regular work day: time and one-half (1-1/2X) for the first four (4) hours and double time (2X) thereafter.

(b) **On** a regular scheduled day off: Full time Employees required to work on scheduled days off shall be paid for the first day worked at one and one-half time (1-1/2X) and for the second and subsequent consecutive days worked at double time (2X), unless the Employee is given at least seven (7) calendar days notice of the change of schedule.

21.02 Every Employee who is called out and required to work outside his regular working hours shall be paid for all hours worked at the appropriate overtime rate or a minimum of three (3) hours at the overtime rate, whichever is greater.

21.03 (a) Where mutually agreed by the Employer and the Employee, the Employee may receive time off in lieu of overtime. Such time off shall be equivalent to the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employee and the Employer.

(b) Failing mutual agreement, in accordance with Article 21.03(a), the Employer shall effect payment of overtime at the overtime rate.

21.04 Employees shall not be required to layoff during their regular shift to equalize any overtime worked previously.

21.05 Where overtime of three (3) hours or more is required, the Employer shall provide a one-half (1/2) hour meal break without pay at the Employees option and shall provide a meal from the facility free of charge.

21.06 Failure to provide fifteen and one-half (15-1/2) hours off duty between scheduled shifts as required in 20.03(a)(i) will result in payment of overtime for hours worked during the normal rest period.

ARTICLE 22

Weekend Premium

22.01 Effective January 1, 2002, an Employee shall be **paid**, in addition to her Basic Rate of Pay, a weekend premium of fifteen cents (\$0.15) per hour for all hours worked between 1500 hours Friday and 0700 hours Monday.

ARTICLE 23

In-service Program

23.01 Employees who, with the prior approval of their Supervisor, attend an in-service shall not suffer a loss of pay for such attendance.

23.02 An Employee who is required to attend a training course, seminar, or staff meeting, shall be compensated as hours worked or shall be allowed compensatory time off in lieu by mutual agreement between the Employer and Employee.

ARTICLE 24

Named Holidays

24.01 Full-time Employees shall be eligible to receive a day off with pay on or for the following Named Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
August Civic Holiday	Easter Monday
Two (2) Float Days	Alberta Family Day

The two (2) Float Days shall be taken at a time mutually agreed upon by the Employee and the Employer. Agreement to the Employees preference as to the choice of Float Days will not be unreasonably withheld. Float Days are payable by June 30th and December 31st of each year, but are not considered as earned prior to the mid-point of each *six (6)* month period.

24.02 To qualify for a Named Holiday with pay, a Full-time Employee must:

- (a) work her scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
- (b) work on the Named Holiday when scheduled. except where the Employee is absent due to illness or other reasons acceptable to the Employer.

24.03 A Full-time Employee obliged to work on a Named Holiday shall be paid for all hours worked at time and one half (1-1/2X) her Basic Rate of Pay plus:

- (a) an alternate day off with regular pay at a mutually agreed time; such time off to be taken within thirty (30) clays; or
- (b) by mutual agreement, the Employee may receive payment for such day at her Basic Rate of Pay.

24.04 When a Named Holiday falls on a day that would otherwise be a Full-time Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 24.03.

24.05 In lieu of named holidays, Part-time or Casual Employees shall be paid four point ~~two~~ percent (4.2%) in addition to their Basic Rate of Pay.

24.06 A Part-time or Casual 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) her Basic Rate of Pay.

24.07 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 24.03.

ARTICLE 25

Annual Vacation

25.01 For the purpose of calculating eligibility the vacation year shall be the period from June 1st of any year to May 31st of the next year. Employees will be granted vacation based on the number of years of service completed by May 31st.

After one (1) year of service as at May 31 st	two (2) weeks vacation with pay at 4%
After two (2) years of service as at May 31 st	three (3) weeks vacation with pay at 6%
After six (6) years of service as at May 31 st	four (3 4) weeks vacation with pay at 8%

After fourteen (14) years of service as at May 31st five (5) weeks vacation with pay at 10%

Percentage paid on gross earnings (as at May 31st) excluding the previous years vacation pay.

An Employee not having a year of service prior to the commencement of the vacation period shall be allowed vacation at the rate of one (1) working day for each completed month of service not to exceed ten (10) working days.

25.02 **An** Employee shall be entitled to an unbroken period of vacation equal to her entire vacation entitlement unless otherwise mutually agreed between the Employer and the Employee, subject to the application of Article 25.03(e).

25.03 (a) *All* Employees shall apply in writing for the vacation period preferred by them. Preference of choice of vacation dates shall be determined by seniority of service in the Employee's classification.

(b) All Employees shall indicate their choice of vacation period/s between February 1st and March 31st of each vacation year.

(c) The Employer shall respond, in writing, to the vacation requests by April 30th. For vacation requests outside of the period in Article 25.03(b), the Employer shall respond, in writing, within fourteen (14) calendar days of the request.

(d) Any Employee who fails to submit their vacation requests by March 31st, shall lose their choice by seniority.

(e) The Employer shall make every reasonable effort to grant an Employee, upon request, at least *two* (2) weeks of annual vacation entitlement during July and/or August. No Employee shall be allowed more than two (2) weeks in July or August until all staff have had an opportunity for two (2) weeks vacation in July or August.

(f) In extenuating circumstances upon written request one (1) week of vacation leave may be carried over from one vacation year to the next, provided the additional week is not taken during June, July or August.

25.04 No Employee may continue to work and draw vacation pay in lieu of taking her vacation,

25.05 **An** Employee who resigns or whose service is terminated shall receive **all** vacation pay owing upon termination/resignation.

- 25.06 For the purpose of vacation, all Employees will be credited with all years of service with Extendicare (Canada) Inc.
- 25.07 Vacation time earned shall be scheduled and granted on a year round basis, except between December 15th and January 5th, when there may be some restriction.
- 25.08 Vacation pay for Casual Employees will be paid on each cheque based on the percentage in Article 25.01.

ARTICLE 26

Leave Of Absence

26.01 General Policies Governing Leaves of Absence

The following provisions are applicable to all leaves of absence except where expressly stated:

- (a) Applications for leave of absence shall be submitted in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return. A false statement in an application for leave of absence or neglect to return at the end of the leave granted may result in discipline up to and including dismissal of the employment which shall be reported to the Union.
- (b) Leaves of absence may be granted at the discretion of the Employer. Approval for leaves will be subject to the regular operation of the facility and will not be unreasonably denied. Leave of absence may be extended with the approval of the Employer. Requests for extension of leave will be made in writing as outlined in 26.01(a).
- An Employee shall not work for gain during a leave of absence except with the express consent of the Employer.
- (c) Employees shall not be entitled to named holidays with pay, which may fall during the leave of absence without pay.
- (d) During any approved leave of absence without pay, the Employer agrees to continue benefit premium contributions for the month in which the leave commences. Subject to the approval of the benefit carrier, the Employee may continue benefit coverage during such leave by notifying the Employer of her intention and by submitting payment for the full premium costs to the Employer no later than the first day of the month for which coverage is required. Failure to remit payment required shall result in cancellation of the benefits.

26.02 Bereavement Leave

Upon request, an Employee shall be granted up to three (3) working days bereavement leave without loss of pay, if and when necessary, in the event of the death of the following relatives of the Employee:

spouse (including common-law and/or same sex relationships)			
child	guardian	daughter-in-law	step-brother
parent	grandparent	son-in-law	step-parent
brother	grandchild	father-in-law	stepchild
sister	fiancé	mother-inlaw	step-sister

Bereavement leave without loss of pay shall be extended by up to two (2) days if travel in excess of three hundred and twenty-two (322) kilometres one way from the Employee's residence is necessary.

26.03 Parental Leave

(a) **An** Employee who has completed *six* (6) months continuous employment shall, upon written request, providing at least twenty-eight (28) calendar days advance notice, be granted Maternity Leave to become effective at any time during the twelve (12) weeks immediately preceding the estimated date of delivery, providing that she commences maternity leave no later than the date of delivery.

If during the twelve (12) weeks immediately preceding the estimated date of delivery, the pregnancy interferes with the performance of the Employee's duties, the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith.

Such leave shall be without pay and benefits except for the portion of maternity leave during which the Employee has a valid health related reason for being absent for work and is also in receipt of sick leave, if any. Maternity leave shall not exceed nine (9) months unless mutually agreed otherwise between the Employer and Employee.

(b) A father-to-be who has completed *six* (6) months continuous employment shall, upon **his** written request be granted an unpaid leave of (absence, provided that the initial application for such leave is made twenty-eight (28) calendar days prior to the commencement of the leave. Such leave will be without pay and benefits and shall not exceed nine (9) months.

26.04 Adoption Leave

- (a) **An** Employee who has completed *six* (6) months continuous employment shall, upon written request, giving twenty-eight (28) calendar days notice before the Employee can reasonably expect to first obtain custody of the child being adopted, be granted leave without pay or benefits for up to nine (9) months as necessary for the purpose of adopting a child
- (b) Where the Employee is unable to comply with 28.04(a), the Employee may commence adoption leave upon one (1) day's notice provided the application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.

26.05 Educational Leave

- (a) The Employer recognizes the benefit to the Employer and the Employee when Employees wish to upgrade their education. Upon written request, the Employer shall grant an unpaid leave of absence for such purpose where operational requirements permit.
- (b) During an Employee's Educational Leave, the Employee may work as a Casual Employee in the bargaining unit without adversely affecting reinstatement to the position from which the Employee is on leave.

26.06 Jury or Witness Duty

- (a) In the event an Employee is required to appear before a court of law as a witness in matters arising out of her employment with the Employer, the Employee shall suffer no loss of regular earnings for the scheduled shift(s) so missed.
- (b) **An** Employee required by law to appear for jury selection, in Court as a member of a jury or a witness shall be allowed time off without loss of regular earnings which the Employee would have normally received based on her regular hours of work. The Employee will present proof of service and the amount of pay received for jury or witness services.
- (c) An Employee acting as a witness without a subpoena shall not be paid for such absence **and** shall be granted a leave of absence without pay.

26.07 Casual Employees

This Article will have no application to Casual Employees scheduled to work less than three (3) months. The provisions of 26.02 (Bereavement

Leave), 26.05 (Educational Leave) and 26.06 (Jury or Witness Duty) shall apply to Casual Employees scheduled to work more than three (3) months.

ARTICLE 27

Sick Leave

- 27.01 Sick Leave credits are earned for the sole purpose of protecting Employees against loss of income, subject to the parameters of this Article, during absences due to illness or accident for which compensation is not payable under the Workers' Compensation Act and which prevents an Employee from performing their essential job requirements. Illness covered under this Article includes the health related portion of maternity leave.
- 27.02 Full and Part-time Employees who have completed their probationary period shall accumulate sick leave credits at the rate of twelve (12) hours for every one hundred seventy three point three (173.3) hours worked to a maximum of one thousand forty (1040) hours. However, an Employee shall not be entitled to apply sick leave credits prior to the completion of her probationary period. Employees shall cease to accrue sick leave while on unpaid leaves of absence or layoff.
- 27.03 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.
- 27.04 An Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay and the time thus paid shall be deducted from her accumulated sick leave credits up to a total amount of the Employee's accumulated credits at the time sick leave commenced.
- 27.05 It is understood that a medical doctor's certificate may be requested by the Employer for any periods of absence. When a medical doctor's Certificate is required, the Employee shall be notified during her absence from work that a medical doctor's certificate will be required upon the Employee's return to work.
- 27.06 When an Employee has accrued the maximum sick leave credit of one hundred thirty (130) working days she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 27.07 Employees shall make every reasonable effort to schedule their medical appointments outside the working hours but should that not be possible, provided that she has been given proper authorization by the Employer, sick leave credits may be used for the time required for the appointment.

- 27.08 No sick leave credits shall be granted for any illness or injury which is incurred by an Employee during her vacation, however, sick leave credits shall be granted after the expiry of the Employee's vacation and provided the illness or injury continues beyond the vacation period. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Clause 27.05. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.
- 27.09 Upon request, but not more frequently than once per year, the Employer shall advise an Employee of her accrued sick leave credits.
- 27.10 An Employee who has exhausted her sick leave credits during the course of an illness or injury and the injury or illness continues may be granted a leave of absence without pay or benefits from the Employer. The Employer shall not deny such leave if the denial is contrary to the applicable legislation and the Employer shall, in the pursuit of such request for such leave of absence, comply with applicable legislation.
- 27.11 (a) During an absence pursuant to which an Employee is receiving sick leave, the Employee will notify the Employer of her intention and fitness to return to work as far in advance as possible. The Employer, after being notified that the Employee wishes to return to work, may choose to require medical evidence of fitness. Subject to such medical evidence, the Employee will be scheduled to return to work in accordance with those shifts which the Employee would have been otherwise regularly scheduled as per her posting.
- (b) In order to comply with this provision, the Employer has the discretion to revise the posted working schedule for Employees who are scheduled as replacements for Employees who are absent.
- (c) At the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
- (i) is not capable of resuming work pursuant to section (a); or
- (ii) for whom, after a reasonable effort having been made, alternate employment is not available,
- it may be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this Agreement or any law of Canada or Alberta.
- 27.12 When an Employee resigns from employment at an AUPE certified Extending facility and is hired at another AUPE certified Extending facility

facility within thirty (30) days, the Employer will recognize accrued sick leave credits.

ARTICLE 28

Health Benefits

28.01 The Employer agrees to pay one hundred percent (100%) of the monthly premium of the Alberta Health Care Insurance Commission for eligible Employees and their dependents.

28.02 Extended Health Care Plan

The Employer shall pay one hundred percent (100%) of the monthly family/single premium rate of the Extended Health Care Plan for all Employees effective ninety (90) days from date of employment. For purposes of enrollment into the Extended Health Care Plan, Employees who were hired between the first day of the month in which they achieve the ninety (90) days from their date of employment and Employees who were hired between the sixteenth and the end of any month will be enrolled effective the first day of the month following their achievement of the ninety (90) days from their date of employment.

28.03 The Employer agrees to provide Group Life Insurance Coverage (\$5,000 Term Insurance) and Accidental Death and Disability coverage for all Employees, ninety (90) days from date of employment and to pay one hundred percent (100%) of the premiums. For the purposes of enrollment into the Group Life Insurance Coverage and Accidental Death and Disability Coverage, Employees who are hired between the first and fifteenth of any month will be enrolled effective the first day of the month in which they achieve the ninety (90) days from their date of employment and Employees who are hired between the sixteenth and the end of any month will be enrolled effective the first day of the month following their achievement of the ninety (90) days from their first date of employment.

28.04 The Employer will institute a basic Dental Plan to provide for eligible Employees one hundred percent (100%) of routine dental care and fifty percent (50%) of the cost of major restorative and orthodontic treatment. The premiums of such Dental Plan shall be shared by the Employer and the Employees on a fifty-fifty (50/50) basis.

28.05 All eligible Employees at Cedars Villa Nursing Home must be enrolled for Life Insurance and Accidental Death and Dismemberment. Supplementary Health Care and Dental Care may be waived if the Employee and/or her spouse have coverage under another plan. If an Employee waives the Supplementary Health Care and/or Dental coverage, and later wishes to obtain it, she must submit Evidence of Insurability satisfactory to our insurance carrier. However, if an Employee is requesting coverage lost under a spouse's plan and makes such request within thirty-one (31) days

from the date of such other coverage cancels, evidence will not be required.

28.06 Part-time Employee Benefits

Eligible Part-time Employees will receive a pro-rated share of Employer contributions to benefit premiums.

28.07 Casual Employees are *not* eligible for benefits provided in this Article.

ARTICLE 29

Workers' Compensation

29.01 Workers' Compensation Board ("WCB") coverage will be provided by the Employer for Employees.

29.02 If an Employee sustains an injury in the course of her duties with the Employer and is on an approved Workers' Compensation claim, the Employee shall be paid ninety percent (90%) of the Employee's regular net salary, as defined by the WCB, for the total period of entitlement, provided she assigns over to the Employer on proper forms the monies due to her from the WCB.

29.03 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. However, an Employee who has applied for Workers' Compensation and whose application is under consideration may apply for sick leave benefits under Article 27 provided the Employee meets eligibility requirements for sick leave and has sick leave credits available. Sick leave under this Clause will be subject to the following:

- (a) The Employee will be paid at ninety percent (90%) of regular net salary as defined by the WCB ~~for all~~ such leave pursuant to this Clause.
- (b) If the WCB denies the claim, the Employee will be reimbursed for any additional sick leave benefits to which the Employee is entitled, and which have not been paid under this Clause. The Employee's sick leave bank will be adjusted accordingly.
- (c) If the WCB approves the claim, the payment from WCB will be made directly to the Employer. The Employee's sick leave bank will be adjusted accordingly.
- (d) Employees who do not have sick leave credits or whose sick leave credits are exhausted prior to approval of their WCB claim will receive payment directly from the WCB.

- 29.04 An Employee who is in receipt of Workers' Compensation Benefits shall make arrangements to continue paying the Employee portion of benefit premiums for **any** benefit for which she was enrolled at time of injury subject to the terms of the benefit plans. The Employer shall also continue paying the Employer portion of benefit premiums for which she was enrolled at the time of **injury**.
- 29.05 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.
- 29.06 An Employee who has been on WCB who is certified by the WCB to be fit to return to work on modified work shall advise the Employer immediately of her readiness to return to work.
- 29.07 The Employee shall keep the Employer advised as to the progress of her condition on an ongoing basis.
- 29.08 The provisions of Clauses 29.02, 29.03, 29.04 and 29.05 shall have no application to Casual Employees.

ARTICLE 30

Resignation

- 30.01 An Employee shall provide to the Employer fourteen (14) calendar days notice, of her resignation from her employment. An Employee shall not be granted vacation leave **during** the notice period unless vacation leave has been previously approved.
- 30.02 The Employer will provide a written performance appraisal prior to termination providing the Employee provides twenty-eight (28) calendar days written notice of termination of services and request the performance appraisal in such written notification.
- 30.03 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which she is entitled on the pay day following the last day worked.

ARTICLE 31

Appointments, Transfers And Vacancies

- 31.01 The Employer shall post notices of vacant positions within the Bargaining Unit for at least eight (8) calendar days. The vacancy shall not be permanently filled prior to the completion of the posting procedure. The posting shall include classification, qualifications and hours of work averaged over a shift rotation.

- 31.02 In making appointments and filling vacancies, appointments will be made on the basis of the most requisite job related skills; training, knowledge **and** other relevant attributes and where these factors are considered by the Employer to be equal, then seniority shall be the deciding factor.
- 31.03 Applications for posted vacancies shall be made in writing to the Employer.
- 31.04 Applicants for appointments and vacancies shall be informed in writing of their acceptance within seven (7) calendar days of the date of the appointment.
- 31.05 The unsuccessful internal applicant(s) and the Union will be notified of the appointee's name.
- 31.06 Transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of one hundred and fifty-five (155) hours worked, in which to demonstrate the ability to fill the new position satisfactorily. If the Employer finds the Employee to be unsatisfactory during the trial period, or the Employee wishes to return to her former position, the Employer shall reinstate the Employee in her former position without loss of seniority. Any other Employee affected by the rearrangement of positions shall also revert back to their former status without loss of seniority.
- 31.07 The posting provisions of this Article shall be waived in the event vacancies occur while Employee(s) have received notice of layoff but are not yet on layoff.
- 31.08 In the event a Full or Part-time Employee is the successful applicant for a temporary vacancy, such Employee shall be returned to her former position if it still exists, otherwise, such Employee shall have access to Article 19 - Layoff and Recall.
- 31.09 (a) When an Employee is appointed to a position in a classification with a higher end rate than her present classification, she shall be advanced to the next pay step that provides her with an increase in her Basic Rate of Pay.
- (b) When an Employee has applied for and has been accepted for a position in a classification with an end rate that is less than her present classification, she shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in her present Basic Rate of Pay.

ARTICLE 32

Classification

- 32.01 Employees; holding positions which fall within the Bargaining Unit shall be provided with a job description.
- 32.02 New classifications properly included in this Collective Agreement may be established by the Employer during this Agreement. Wage rates for such new classifications shall be negotiated with the Union. If negotiations fail to produce an agreement, then the rates shall be settled by arbitration under this Agreement.

ARTICLE 33

Registered Retirement Saving Plan (R.R.S.P.)

- 33.01 The Employer agrees to implement an Employer-administered R.R.S.P. Employee contributions will be on a voluntary basis with decision to participate or not made once per year (July 1) for a twelve (12) month period. Employees may contribute ten cents (\$0.10) per Employer-paid hour into the Plan. For each Employee contributing to the Plan, the Employer will contribute a further ten cents (\$0.10) per hour worked.
- 33.02 Employees may choose to make additional contributions to their own R.R.S.P. Such additional contributions shall not be matched by the Employer. Any additional contributions shall be in multiples of ten cents (\$0.10) per hour worked, including regular, orientation, staff development, health and safety and union pay to a maximum of one dollar (\$1.00) per hour. Employees may choose to make such additional contributions, or not, once per year each July 1. It is understood and agreed that Employees may not choose to make such additional contributions if, as a result, they will be over-contributing pursuant to Revenue Canada Guidelines, regulations, legislation, etc.
- 33.03 In the event that an Employee withdraws their R.R.S.P. funds from the Plan while still employed, the Employee will not be permitted to participate in the group R.R.S.P. for one (1) year from the date of such withdrawal. Both the Employee and the Employer contributions shall cease on the date the Employee elects to withdraw their accumulated contributions.
- 33.04 Casual Employees are not eligible to participate in the RRSP Plan.

ARTICLE 34

Salaries

- 34.01 **The** basic rates of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 34.02 Employees ~~within~~ their classification will progress through the increment structure *on* the basis of hours worked ~~within~~ the classification.
- 34.03 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the Health Disciplines Act, R.S.A. 1980, c. H-3.5 shall be employed as a Licensed Practical Nurse.
- 34.04 Paydays shall be on a bi-weekly basis.

IN WITNESS WHEREOF the Parties have executed this Agreement by affixing hereto the signatures of their Propoer Officers in that behalf.

EXTENDICARE (CANADA) INC.-
CEDARS VILLA

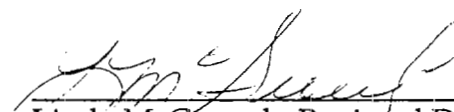
THE ALBERTA UNION OF
PROVINCIAL EMPLOYEES



Mark Johnson, Manager, Labour Relations




Dan MacLennan, President




Linda McGeough, Regional Director



Kurt Ellwood, Chair, Bargaining Comm.



Lori Young, Administrator



Jackie Hill, Witness

DATE: July 14/00

DATE: 29/AUG/00

SCHEDULE "A"

Extendicare – Cedars Villa

Classification and Wage Rates

		START	520 Hrs.	2253 Hrs.	4333 Hrs.			
Housekeeping, Laundry Dietary & Activities	Jan. 1/00	9.73	10.14	11.06				
	Jan. 1/01	10.22	10.65	11.61				
	Jan 1/02	10.53	10.97	11.96	12.20			
Cooks	Jan. 1/00	10.59	11.17	12.00				
	Jan. 1/01	11.12	11.73	12.60				
	Jan. 1/02	11.46	12.08	12.98	13.24			
		START	520 Hrs.	2250 Hrs.	4160 Hrs.	6240 Hrs.		
Nurse Aide LPN (without certificate)	Jan. 1/00	9.73	10.14	11.06	11.16			
	Jan. 1/01	10.22	10.65	11.61	11.72			
	Jan. 1/02	10.53	10.97	11.96	12.07	12.31		
		START		2080 Hrs.	4160 Hrs.	6240 Hrs.	8320 Hrs.	10,400 Hrs.
Licensed Practical Nurse	Jan. 1/00	11.71		12.11	12.46	12.81	13.31	
	Jan. 1/01	12.29		12.71	13.09	13.45	13.98	
	Jan. 1/02	12.66		13.09	13.48	13.85	14.40	14.69
Maintenance I	Jan. 1/00	12.56		12.82	13.08	13.34	13.59	
	Jan. 1/01	13.19		13.46	13.74	14.00	14.27	
	Jan. 1/02	13.58		13.87	14.15	14.42	14.69	14.99
Maintenance II	Jan. 1/00	12.82		13.08	13.34	13.59	13.85	
	Jan. 1/01	13.46		13.74	14.00	14.27	14.54	
	Jan. 1/02	13.87		14.15	14.42	14.69	14.98	15.28

Maintenance III	Jan. 1/00	13.08	13.34	13.59	13.85	14.10	
	Jan. 1/01	13.74	14.00	14.27	14.54	14.81	
	Jan. 1/02	14.15	14.42	14.69	14.98	15.25	15.56

Responsibility Pay

A Licensed Practical Nurse deemed by the Employer to assume charge responsibilities will receive thirty-five (\$0.35) cents per hour while so deemed.

LETTER OF UNDERSTANDING

BEWTEEN

EXTENDICARE (CANADA)INC.


AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Chapter 2424/003 – Cedars Villa)

Re: Parental Leave

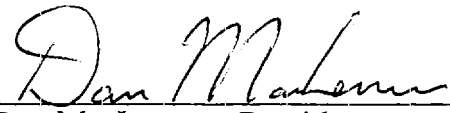
The Parties agree that should the laws of the Province of Alberta change requiring the Employer to allow twelve (12) months leave of absence as it pertains to Parental Leave, the Collective Agreement will be amended to reflect such change effective immediately.

ON BEHALF OF THE EMPLOYER



Mark Johnson, Manager, Labour
Relations

ON BEHALF OF THE UNION



Dan MacLennan, President

DATE July 14/00

DATE 29/AUG/00

LETTER OF UNDERSTANDING
BEWTEEN
EXTENDICARE (CANADA) INC.


AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Chapter 2424/003 - Cedars Villa)

Re: Contracting Out

The Employer agrees not to contract out work of the Bargaining Unit that would result in the lay-off of a Full-time or Part-time Member of the Bargaining Unit before December 31, 2002.

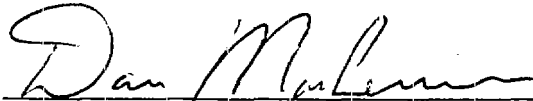
ON BEHALF OF THE EMPLOYER



Mark Johnson, Manager, Labour
Relations

DATE July 14/00

ON BEHALF OF THE UNION



Dan MacLennan, President

DATE 29/AUG/00

2000

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5				1	2	3	4
2	3	4	5	6	7	8	6	7	8	9	10	11	12	5	6	7	8	9	10	11
9	10	11	12	13	14	15	13	14	15	16	17	18	19	12	13	14	15	16	17	18
16	17	18	19	20	21	22	20	21	22	23	24	25	26	19	20	21	22	23	24	25
23	24	25	26	27	28	29	27	28	29					26	27	28	29	30	31	
30	31																			
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5	6					1	2	3
1	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	
30																				
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
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16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30
30	31																			
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2
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29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						

2001

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3					1	2	3
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21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
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29	30						27	28	29	30	31			24	25	26	27	28	29	30
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4							1
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29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							1
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28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
														30	31					

2002

JANUARY							FEBRUARY							MARCH							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4	5						1	2							1	2
														3	4	5	6	7	8	9	

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
														8	9	10	11	12	13	14
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

NOTES.

**This Collective Agreement has been produced at AUPE Headquarters in
Edmonton by members of USWA 9302**





ALBERTA UNION OF PROVINCIAL EMPLOYEES

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Lethbridge AB T1K 2R4
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Fax: (403)327-5827

Northwest Regional Office

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Peace River AB T8S 1S9
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Fax: (780) 624-4859

Medicine! Hat

Loretta Gendron
Fax: (403)529-9016

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Fax: (403) 340-1210

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St. Paul AB T0A 3A0
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Athabasca

Gloria Rein
Fax: (780) 675-3727

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