



COLLECTIVE AGREEMENT

BETWEEN

REVERA LTC Inc., operating as

Jasper Place

Miller Crossing

South Terrace

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 047 CHAPTER 003/004

APRIL 1, 2011 TO MARCH 31, 2014

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PREAMBLE

Agreeing that the primary purpose of the Employer is to provide the community with efficient, competent Continuing Care Services, it is the intent of the parties, while always acting in good faith to:

- (a) ensure the provisions of the best possible service and care;
- (b) protect the interests of residents, Employees and the community, and encourage efficiency of operations;
- (c) maintain harmonious relations between the Employer and the Union;
- (d) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties.

ARTICLE 1

TERM OF THE COLLECTIVE AGREEMENT

- 1.01 This Collective Agreement shall be in force and effect from and after the date upon which the Alberta Union of Provincial Employees and Revera Long Term Care Inc. exchange notice of ratification by their principles of the terms of this Collective Agreement, up to and including March 31, 2014 and from year to year thereafter unless notice, in writing, is given by either party to the other party no less than sixty (60) days, and not more than one hundred and twenty (120) days preceding the expiry of the term of the collective agreement, of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- 1.04 The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.

ARTICLE 2

DEFINITIONS

- 2.01 “Code” means the Labour Relations Code, as amended from time to time.
- 2.02 “Arbitration” shall take meaning from the section of the Act dealing with the resolution of a difference.
- 2.03 “Union” means the Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 “Basic Rate of Pay” shall mean the increment step in the Salaries Appendix applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.05 “Continuous Service” shall mean the period of employment on the latest date of employment that is not interrupted by termination or dismissal.
- 2.06 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire, the employment status of each Employee will be determined in accordance with the following:
- (a) “Regular Employee” is one who works on a full time or part-time basis on regularly scheduled shifts of a continuing nature:
 - (i) “Full-time Employee” is one who is regularly scheduled to work the full specified hours in the “Hours of Work” article of this Collective Agreement;
 - (ii) “Part-time Employee” is one who is regularly scheduled for less than normal hours on a bi-weekly basis, specified in the “Hours of Work” article of this Collective Agreement.
 - (b) “Casual Employee” is one who:
 - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.

- (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
- (i) for a specific job of more than three (3) months or less but less than six (6) months
 - (ii) to replace a full-time or part-time Employee who is on approved leave of absence for a period in excess of three (3) months
 - (iii) to replace a full-time or part-time Employee who is on leave due to injury or illness where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

- 2.07 "Employer" shall mean and include such officers as may from time to time be appointed, or designated to carry out the administrative duties in respect of the operation and management of the business.
- 2.08 "Facility" shall mean the care centre administered by the Employer.
- 2.09 "Shift" shall mean the daily tour of duty excluding overtime hours.
- 2.10 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the shift schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.11 "Shift Pattern" means days and/or evenings and/or night shifts.
- 2.12 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day which the majority of hours of the shift fall.
- 2.13 "Bi-weekly period" shall mean the two (2) calendar weeks constituting a pay period.
- 2.14 "Practice Permit" shall take meaning from the Health Professions Act R.S.A. 2000, c.H-7 as amended. Registration is not membership in the Union.
- 2.14 "Month" is the period of time between the same dates in successive calendar months.

- 2.15 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.16 "Local" means the Local of AUPE.
- 2.17 "Week" or "Block of Shifts" means a period of seven (7) successive days beginning with Saturday at 0001 hours.
- 2.18 "Shall" shall be interpreted to be mandatory rather than directory.
- 2.19 "Bargaining Unit" shall mean the unit of employees as described on the Labour Relations Board Certificate or otherwise agreed by the parties.
- 2.20 "Position" shall mean:
- (a) the Employee status;
 - (b) the classification; and
 - (c) the number of scheduled bi-weekly hours.
- 2.21 "Status" shall mean either full-time, part-time, temporary or casual as defined above.
- 2.22 "Classification" shall mean job title and pay scale established for the job title.
- 2.23 "Parties" shall mean AUPE and Revera Long Term Care Inc. o/a Jasper Place, Miller Crossing and South Terrace.
- 2.24 "Seniority" is defined as the length of service based upon date of hire since a Regular Employee commenced in the bargaining unit, including all prior periods of uninterrupted service as a Casual, Temporary, or Regular Employee.

ARTICLE 3

RECOGNITION AND APPLICATION

- 3.01 (a) The Employer recognizes the Union as the sole bargaining agent as described in the certificate issued pursuant to the Code.
- (b) The Employer acknowledges that the Union has exclusive authority to bargain collectively on behalf of the Employees in the unit for which it is certified and to bind them by a Collective Agreement.

- 3.02 The following positions are not within the scope of the bargaining unit due to the current nature of the positions: Administrator, Director of Care, Nurses, Maintenance Supervisor, Dietician, Food Services Supervisor, Recreational Therapist, Resident Care Managers, Occupational Therapists, Physiotherapists, Social Worker, Administrative Assistants, Bookkeeper, Confidential Secretaries, Educators, Contracted Therapists and Coordinators.
- 3.04 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Agreement.
- (a) For the purposes of this Collective Agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officer's names.
 - (b) The Employer may grant Union Representatives access to its premises for Union business subject to prior approval of the Executive Director or her designate.
- 3.05 All correspondence between the parties shall flow between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.
- 3.06 Employees shall be permitted to wear a pin representative of their Union during all hours of operation.
- 3.07 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.
- 3.08 The Employer shall distribute copies of the Collective Agreement to existing Employees. The Union shall distribute copies to all new Employees.

3.09 Application of the Collective Agreement

In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.

3.10 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.

3.11 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, or guidelines, the Collective Agreement shall apply, unless the provision of the collective agreement is discriminatory or not in compliance with applicable legislation.

3.12 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also to the plural, unless the context otherwise requires.

3.13 Bulletin Board Space

The Employer shall provide bulletin boards to be placed in reasonably accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 4

UNION MEMBERSHIP AND DUES DEDUCTION

4.01 All Employees have the right:

- (a) to be members of the Union and to participate in its lawful activities; and
- (b) to bargain collectively with the Employer through the Union.

4.02 Membership in the Union is voluntary.

4.03 Consistent with the payroll system of the Employer, the Union will advise the Employer of the bi-weekly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union no later than the fifteenth (15th) of the month following.

The remittance shall be accompanied by a listing of:

- (i) Employee names and identification number;
- (ii) mailing addresses;
- (iii) work location;
- (iv) classification and status;
- (v) gross pay including hourly rate of pay;
- (vi) and the amount of the deduction from each employee.

Such lists shall indicate newly hired Employees, Active Employees, Employees on long term absence and Terminated Employees (for the month they are terminated only).

4.04 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice to any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.

4.05 The Employer shall indicate the dues deducted and enter the amount on the T-4 Slips supplied to the Employee.

4.06 All Employees shall be required to pay Union Dues. The Employer shall, therefore, as a condition of employment, deduct each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the workforce, including, but not limited to the following:
- (a) the right to maintain order, discipline, and efficiency, formulate and enforce rules and regulations, policies and practices to be observed by Employees, the right to make, change and abolish rules, regulations, policies and practices, the right to discipline, suspend and discharge Employees for just cause;
 - (b) to conduct its business in every aspect in accordance with its commitments and responsibilities in order to comply with all governmental regulations;
 - (c) the right to direct, select, hire, transfer, assign jobs and shifts, promote, demote, classify, layoff and recall Employees subject to the provisions of this Agreement;
 - (d) the right to create new classifications and work units and to determine the number of Employees, if any, needed from time to time and any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant.
- 5.02 The Employer retains all rights not otherwise abrogated or restricted in the Collective Agreement.

ARTICLE 6

NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction, or coercion exercised or practiced in respect of an Employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical disability or mental disability or disorder or any other prohibited grounds as provided in the Alberta Human Rights Act/Code, nor by reason of membership or non-membership in the Union, nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

- 6.02 The Parties recognize the requirement for respect and dignity for all employees and residents supporting a policy of preventing violence and abuse in the workplace.
- 6.03 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment and the Employer after proper investigation, may discipline for just cause any person employed by the Employer engaging in the harassment of another Employee.
- 6.04 The Employer's investigation procedure will not limit an Employee's right to seek redress through any other available procedure including:
- (a) Grievance procedure; and
 - (b) Alberta Human Rights Commission.

ARTICLE 7

NO STRIKES OR LOCKOUTS

- 7.01 The Union agrees that it will not cause, authorize, or sanction, nor permit Employees to cause or take part in any sit down, stay in, or slow down, or any strike or stoppage of any of the Employer's operations or any curtailment of work on the Employer's premises during the term of this Agreement which is contrary to the *Labour Relations Code*.
- 7.02 The Employer agrees that it will not cause or sanction a lockout during the term of this Agreement which is contrary to the *Labour Relations Code*.

ARTICLE 8

INSERVICE PROGRAMS

- 8.01 (a) The parties of this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education not only lies with the individual, but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.

- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for the time in attendance. The in-service programs shall be compulsory and shall be provided to Employees on an annual basis. These in-services shall include, but are not limited to the following:
 - (i) Emergency response and evacuation procedures;
 - (ii) Occupational Health & Safety matters (eg. safe lifting, prevention of back injuries, WHMIS, etc.);
 - (iii) Prevention of abuse, Protection for Persons in Care legislation and regulations;
 - (iv) Privacy and confidentiality.
- (c) Employees who, with the prior approval of their Supervisor, attend an in-service or development program shall not suffer a loss of pay for such attendance. An Employee who is required to attend a training course or seminar, shall be paid at straight time for attendance at such a meeting.
- (d) The Employer shall make available other in-service education programs as deemed appropriate for the purposes of maintaining proficiency.
- (e) The Employer shall make available CPR training. Training expense for LPN's shall be borne by the Employer.

8.02 Professional Development

Upon written advance request by regular employees designated pursuant to the Health Professions Act as amended; or certified or deemed qualified, or as required for competencies, the Employer will not unreasonably deny three (3) professional development days annually for professional development at the basic rate of pay.

ARTICLE 9

PROBATIONARY AND ORIENTATION PERIOD

9.01 An Employee shall serve a single probationary period of four hundred and eighty-seven point five (487.5) hours worked, for each period of continued employment not interrupted by termination or dismissal. In the case of part-time, temporary, or casual Employees, upon completion of six (6) calendar months of employment and who have not completed four hundred and eighty-seven point five (487.5) hours, their probationary period shall be deemed to have been completed.

On or before the expiry date of the initial probationary period, the Employer may extend the probationary period after consulting the Union, for a period up to an additional four hundred and eighty seven point five (487.5) hours worked, exclusive of overtime hours worked. During the probationary period, the Employee may be terminated for any reason without:

- (a) notice; or
- (b) pay (except as may be required by the provisions of the Alberta Employment Standards Code).

The Employer shall provide a reason for termination to the Employee and the Employee shall have recourse to the grievance procedure except that it shall not be subject to Arbitration at Step IV as set out in this Collective Agreement or the Code, with respect to such termination. An employee upon request may be assisted by a Union Representative or Union Steward.

9.02 The Employer shall provide a paid orientation for all new Employees and when an Employee changes areas within a department or changes departments.

9.03 Subject to Article 11, the Employer shall provide a performance appraisal of each probationary Employee at least once during her probationary period.

9.04 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. The Employer will notify the worksite Union representative of orientation sessions for new employees one (1) week in advance. Attendance at the presentation shall not be compulsory.

- 9.05 All newly hired Employees working in their probationary period shall not be entitled to sick leave until the probationary period is completed and shall be paid in accordance with Schedule A. The layoff and recall provisions, outlined in Article 31 of this Agreement, shall not apply to probationary Employees.

ARTICLE 10

SENIORITY

- 10.01 (a) The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced in the bargaining unit, including all prior periods of uninterrupted service as a Casual, Temporary, or Regular Employee.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the Seniority date established pursuant to Article 10.01(a).
- (c) For purposes of layoff and recall, seniority is site specific.
- 10.02 Seniority shall be considered in determining:
- (a) preference in vacation time in Article 22;
- (b) layoff and recalls, subject to the provisions in Article 29;
- (c) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions in Article 12.
- 10.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of sixteen (16) months following the date of layoff, if during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work on recall as provided in Article 31.08.

10.04 The Employer shall maintain a seniority list showing the name and seniority of each regular Employee in order of seniority. An up to date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list shall be deemed to be correct.

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

10.05 Transfers and Seniority Outside the Bargaining Unit

When an Employee is transferred or promoted out of the bargaining unit, she will continue to accumulate seniority for a period of four hundred and fifty (450) worked hours, after which time she will lose all bargaining unit seniority. The Employer retains the right to return the Employee to her former bargaining unit position with full seniority, provided that occurs within four hundred and fifty (450) worked hours from her transfer or promotion.

10.06 An Employee leaving the employ of the Employer at this Continuing Care Centre (as a result of a change in residence) who applies for a similar position within thirty (30) days thereafter and is accepted for employment at one of the Employer's other Alberta Continuing Care Centres in which the Union is the certified bargaining agent for the position that she is accepted for, within a six (6) month period from the date of leaving employment shall retain her seniority for the purposes of probation, vacation entitlement, sick leave entitlement for legitimate illness and wage level based on seniority in accordance with overall company seniority. The Employee shall advise the Employer when making such application that she has previously been employed by the Employer and the previous Continuing Care Centre at which she was employed.

ARTICLE 11

PERFORMANCE APPRAISALS

11.01 The parties recognize the desirability of a performance appraisal system designed to effectively use and develop the human resources of the Employer.

- 11.02 (a) Employees shall receive a written performance appraisal yearly in accordance with the policy of the Employer.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with advance notice of at least one (1) day. 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 her performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in her personnel file.
- 11.03 (a) By appointment made at least one (1) working day in advance, an Employee may view her personnel file once a year, or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing her personnel file.
- (b) An Employee shall be given the contents of her personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.
- 11.04 An Employee's performance appraisal shall not be released by the Employer to any person except to the Board of Arbitration, or as required by law, without the written consent of the Employee.

ARTICLE 12

APPOINTMENTS, TRANSFERS AND PROMOTIONS

- 12.01 The Employer shall post at the Continuing Care Site(s) notices of vacant positions within the bargaining unit not less than seven (7) calendar days in advance of making an appointment. The posting shall contain the following information:
- (a) qualifications required;
 - (b) employment status (Regular or Temporary);
 - (c) classification and full-time equivalency [FTE];
 - (d) range of rate of pay;
 - (e) if temporary, the anticipated duration of such position;
 - (f) number of hours per shift, shift pattern and the shift cycle.

- 12.02 Applications for vacancies, transfers or promotions, shall be made in writing to such officer as the Employer may designate.
- 12.03 If no qualified applications are received by completion of the posted time, the Employer may fill the vacancy at its discretion.
- 12.04 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in Article 12, the appointment shall be made on a casual basis only.
- 12.05
- (a) Promotions, transfers and vacancies must be filled from qualified applicants within the bargaining unit.
 - (b) Where applicants are in the same classification as the posting, seniority will be the governing factor in awarding the positions.
 - (c) When qualified applicants within the bargaining unit apply for positions in a different classification and where qualifications and ability are deemed to be equivalent, seniority is the governing factor in awarding the position.
- 12.06 All applicants for a posted transfer, promotion, and or vacancy, shall be informed of their acceptance or rejection within five (5) working days of the date of the appointment. The name of the Employee who is appointed to fill the transfer, promotion, and or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for ten (10) calendar days.
- 12.07 All regular positions shall be posted in accordance with Article 12.01. In the case of temporary positions in excess of three (3) months, the original job plus the first (1st) vacancy from the successful application will be posted. Vacancies arising after the original, plus the first (1st) vacancy from a successful applicant will be filled by the Employer from the remaining applications from the internal applicants on the original first (1st) vacancy, and other applications which have been filed by Employees.
- 12.08 Trial Period
- (a) Upon promotion to a higher Classification or transfer to a different classification, the successful applicant or appointee shall be placed on a trial basis for a period of six (6) weeks or thirty shifts (30) worked, whichever is shorter, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period.

- (b) During the trial period, the Employee may either:
 - (i) return to the Employee's former position, at the Employee's request; or
 - (ii) be returned to the Employee's former position, at the Employer's request.

In circumstances where reinstatement is not possible, the Employer shall assign the Employee to a similar position consistent with her abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the transfer. The rate of pay for such position shall be at a rate of pay equivalent to that of her former position.

In the event that an Employee returns to her former position pursuant to Article 12.08, the Employer shall fill the resultant vacancy by selecting from the qualified applicants on the original posting, where possible. Should the Employer exercise this right the posting provisions of this Article will be deemed to be satisfied.

ARTICLE 13

HOURS OF WORK

- 13.01 Regular hours of work, exclusive of meal periods shall be:
 - (a) seven and one half (7 1/2) consecutive hours per day, and
 - (b) thirty seven and one half (37 1/2) hours per week, averaged over one (1) complete cycle of the shift schedule.
- 13.02 Regular hours of work shall be deemed to:
 - (a) include, as scheduled by the Employer, either:
 - (i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven and one half (7 1/2) hours; or
 - (ii) one rest period of thirty (30) minutes during each full working shift of seven and one half (7 1/2) hours if this is more compatible with the scheduling of work assignments.
 - (b) include as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each working day on which the Employee works in excess of four (4) hours;

- (c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

13.03 An Employee required by the Employer to work in excess of the regular hours of work as defined in Article 13, due to being recalled during the unpaid meal period or the paid rest period will be compensated in accordance with Article 14 - Overtime, should the Employer be unable to re-schedule the Employee's meal or rest period later in the shift.

13.04 Subject to Article 13.11, 13.12, shift schedules shall be posted six (6) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union Representative. The Employer shall allow the Union Representative to reproduce a copy of the posted shift schedule.

- (a) Except in cases of emergency or by mutual agreement between the Employee and the Employer, shifts scheduled shall provide for:
 - (i) at least fifteen and one half (15 1/2) hours off duty between shifts;
 - (ii) Employees shall have alternating weekends off. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
 - (iii) An Employee shall not be scheduled to work more than six (6) consecutive shifts;
 - (iv) Part-time Employees may choose additional shifts.

13.05 Additional Hours of Work

- (a) Opportunity to work additional hours of work shall be made available to Part-time Employees who are senior, available and have requested additional hours of work and then to casual employees on a fair rotational basis.
- (b) At the request of the Union or the Employer, the parties agree to meet to discuss the distribution of additional hours of work.

13.06 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1st) shift of the working day shall be the one wherein the majority of the hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

- 13.07 The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 13.04.
- 13.08 (a) Employees may exchange shifts among themselves provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees, and
 - (ii) the exchange must be formally approved by the Employee's Department Manager, or their designate, before any exchange can take place.
- (b) Such request shall be made on the form supplied by the Employer for this purpose, and shall be given to the Supervisor designated by the Employer, and where possible, at least four (4) calendar days in advance of the shift the employee wishes to exchange. The four (4) calendar days may be waived by mutual agreement. The Employer shall respond to the request in writing within forty-eight (48) hours.
- (c) Such exchanges shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- (e) Such exchange shall not result in any additional costs to the Employer.
- 13.09 A regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as may be mutually agreed between the Employer and the Employee.
- 13.10 An Employee may not be scheduled to work more than six (6) consecutive days except as may be mutually agreed between the Employer and the Employee, or in cases of emergency. Where mutually agreed, such additional days shall be paid at the basic rate of pay.
- 13.11 Except when application of this Article is waived by mutual agreement between the Employer and the Employee, where an Employee's scheduled days off are changed without seven (7) calendar days notice, the Employee shall be paid at one and one half (1 1/2) times for the first two (2) hours and two (2) times thereafter for all hours worked on what would otherwise have been her off duty days.

- 13.12 Except when application of the Article is waived by mutual agreement between the Employer and the Employee, if in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not her scheduled days off, she shall be paid at the rate one and one half (1 1/2) times her basic rate of pay for the first two (2) hours worked and two (2) times thereafter during the first (1st) shift of the changed schedule, unless seven (7) calendar days notice is given.
- 13.13 On the date fixed by proclamation, in accordance with the Daylight Savings Time Act of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed for said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be affected in the appropriate deduction in regular earnings.
- 13.14 (a) Employees may work flexible hours by mutual agreement between the Employee and the Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period; and
 - (ii) in place of overtime pay for those hours worked in excess of seven and one half (7 1/2) hours in a day or thirty-seven and one half (37 1/2) hours in a week averaged over one (1) cycle of the shift schedule.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employees worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not received and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 14.04.

ARTICLE 14

OVERTIME

- 14.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and one half (7 1/2) hours per day or in excess of seventy-five (75) hours bi-weekly.
- (b) The Employer shall provide in each department overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime was worked.
- 14.02 (a) The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for all overtime hours worked.
- (b) Every Employee who is called out or required to work outside regular hours of work shall be paid for all hours worked at the overtime rates or a minimum of three (3) hours at the overtime rate, whichever is greater.
- (c) Full-time employees required to work by the Employer on their scheduled days off shall be paid overtime rates.
- (d) Where an Employee is given at least seven (7) calendar days notice of a change of shift schedule overtime will not apply.
- 14.03 In the event an Employee works a double shift, the Employee shall be provided with access to a meal during the second shift from the facility at no cost to the Employee.
- 14.04 Where mutually agreed by the Employer and the Employee, the Employee may receive time off in lieu of overtime. Such time off shall be the equivalent of the actual time worked, adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and the Employee. In no case shall it be later than thirty (30) days from the date the overtime was worked.
- 14.05 Where the Employer decides that overtime work is to be performed, the overtime shall be offered in accordance with the following:
- (a) by seniority to available full-time employees; and
- (b) by seniority to available part-time employees.

ARTICLE 15

SALARIES

- 15.01 The basic rates of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement. Rates of pay are effective on the dates specified in the Salaries Schedule.
- 15.02 An Employee's basic rate of pay shall be advanced to the next incremental step upon the completion of one thousand nine hundred and fifty (1950) paid hours.
- 15.03 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new position will be included within the scope of the unit for which the Union is the certified bargaining agent provided that:
- (a) the parties of this Collective Agreement mutually agree that the position is within the scope of the unit for which the Union is the certified bargaining agent, or, failing that;
 - (b) the Labour Relations Board rules that the new position is within the scope of the unit for which the Union is the certified bargaining agent.
- When a new position is created under Article 15.05 above for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the parties will submit the question directly to Arbitration for settlement commencing at Article 34.06. The resultant pay scale shall be implemented retroactively to the date the new position was established.
- 15.04 Employees required by the Employer to attend staff meetings or committee meetings (except as provided in Articles 32.01 and 35.03) shall be paid at the applicable rate of pay for attendance at such meetings.
- 15.05 Provided that no more than two (2) years have elapsed since the experience was obtained, when an Employee has experience satisfactory to the Employer, her starting salary shall be adjusted one thousand nine hundred and fifty hours (1950) worked of applicable, relevant experience. A letter of portability must be submitted by the Employee within sixty (60) days of hire. The letter of portability must be acceptable to the Employer. The new rate of pay will be effective on the date that the acceptable letter of portability was submitted by the Employee.

15.06 Job Classifications

The Employer shall provide job descriptions including qualifications for all classifications listed in the Salaries Appendix "A"- rates of pay.

15.07 Transfers to a Higher Rated Classification

If an Employee is transferred to a higher rated classification, the Employee shall receive in the new classification the next rate above the Employee's present rate and shall progress within the scale for such higher rated classification according to the length of service within such higher rated classification subsequent to the date of transfer.

- 15.08
- (a) When an Employee voluntarily transfers to a classification with a lower rate of pay, her wage shall be adjusted immediately to the basic rate she would have been entitled to, had she been on the lower rated classification from the commencement of employment.
 - (b) When an Employee transfers to a classification as a result of a function of Layoff and Recall, her salary shall be maintained at the pre-transfer level until such time as the basic rate of pay in the lower paid classification is equal or greater than her pre-transfer rate.

ARTICLE 16

PYRAMIDING

- 16.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.

ARTICLE 17

SHIFT AND WEEKEND PREMIUM

17.01 Shift Differential

- (a) Effective date of ratification, a shift differential premium of two dollars and fifty cents (\$2.50) per hour shall be paid for each hour worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours; and
- (b) Effective April 1, 2013, a shift differential premium of two dollars and fifty cents (\$2.50) per hour shall be paid for each hour worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours; and

- (c) Effective April 1, 2013, a shift differential premium of two dollars and seventy-five cents (\$2.75) per hour shall be paid for each hour worked between twenty-three hundred (2300) hours and zero seven hundred hours (0700).

17.02 Weekend Premium

- (a) Effective date of ratification, a weekend premium of two dollars and seventy-five cents (\$2.75) per hour shall be paid for each hour worked within the period commencing fifteen hundred (1500) hours Friday until zero seven hundred (0700) hours Monday; and
- (b) effective April 1, 2012, a weekend premium of three dollars (\$3.00) per hour shall be paid for each hour worked within the period commencing fifteen hundred (1500) hours Friday until zero seven hundred (0700) hours Monday.

17.03 Such premium payments shall not be considered as part of the Employee's basic rate of pay.

17.04 An Employee shall receive both shift premium and weekend premium in addition to basic rate of pay.

ARTICLE 18

TEMPORARY ASSIGNMENTS

18.01 When an Employee is assigned to replace another Employee in a higher paid position within this Collective Agreement for one (1) full shift or longer, she shall be paid the basic rate of pay for the classification in which the Employee is relieving, providing she is qualified to perform the substantive duties of the higher paid position. When an Employee is required temporarily to perform the duties of a lower paid classification, her basic rate of pay will not be changed.

18.02 Preceptor Pay

- (a) "Preceptor" shall mean a Licensed Practical Nurse who is assigned by the Employer to supervise, educate and evaluate students in the Licensed Practical Nurse program or any other Eligible Program or to provide clinical preceptorship as referred to in this Article.

- (b) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program shall receive an additional sixty cents (\$0.60) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.

ARTICLE 19

CALL BACK

- 19.01 In the event an Employee is called back to the facility after a regular shift, and prior to the commencement of her next regularly scheduled shift, she shall be compensated at overtime rates for a minimum of three (3) hours, or for the total time of the call back, whichever is greater.

ARTICLE 20

TRANSPORTATION ALLOWANCE

- 20.01 Regular Employees who normally travel from the facility to their place of residence by means of public transportation following the completion of their shift but are prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost for reasonable, necessary, and substantiated transportation expenses from the facility to their place of residence.
- 20.02 A regular Employee who is called back to the facility, shall be reimbursed for reasonable, necessary and substantiated transportation expenses, and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate as established by the Employer's policy from the Employee's residence to the facility and return.
- 20.03 Where a regular Employee is assigned duties necessitating the use of her private automobile she shall be reimbursed at the rate of forty-six cents (\$0.46) per kilometer or the rate established by the Employer's policy; and
- 20.04 Miscellaneous Travel Cost
- (a) Where it is necessary to use taxis or other transportation for travel on Employer business, the incurred costs shall be reimbursed by the Employer upon submission of receipts.
- (b) Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.

20.05 Resident Transportation

An Employee assigned to travel with a resident shall be paid:

- (a) in the event circumstances permit an immediate return to her place of employment, she shall be paid at her basic rate of pay and or if applicable, the overtime rate(s) stated in Article 14, to which she is entitled up to the time:
 - (i) the resident is released into the care of the receiving site; or
 - (ii) her scheduled work period would otherwise have ended; or
 - (iii) she has returned to her place of employment;

whichever is the later and she will be reimbursed for reasonable and substantiated expenses incurred.

- (b) In the event that circumstances prevent an immediate return to her place of employment, she shall be entitled to:
 - (i) no loss of regular earnings for time not worked on regularly scheduled shifts as a result of resident transportation; and
 - (ii) be reimbursed for reasonable and substantiated expenses incurred; and
 - (iii) her basic rate of pay and or if applicable, the overtime rate(s) as stated in Article 14 for the time spent on the return trip on the same basis as if she had been working at her place of employment.

20.06 The Employer shall establish a roster on which Employees may indicate their willingness to accompany residents. An Employee who has not placed her name on such roster shall not be required to take a resident transportation assignment, except where no Employee on the roster is immediately available to be assigned such duty.

20.07 An Employee shall not be requested or required to use her own vehicle for the purpose of resident transportation.

20.08 Staff Parking

The Employer will endeavor to provide secure and safe parking to Employees during their working hours.

ARTICLE 21

NAMED HOLIDAYS

- 21.01 (a) Regular full-time Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Anniversary Day
August Civic Holiday	

and any day proclaimed to be a holiday by:

- (i) The Government of the Province of Alberta.

Further, any day proclaimed by the Government of the municipality to be a civic holiday for general observance by the municipal community in which the institution is located.

- (b) The anniversary day is recognized as a float holiday, which can be taken at any time during the calendar year on the mutual agreement of both the Employee and the Employer. Failing agreement as to the float holiday, the Employer may either schedule the day, or pay an additional days pay. Work performed on the anniversary day will be paid at the regular rate of pay. Should the Employee not qualify for payment of said float holiday in accordance with the provisions of Article 21.03, she shall not be paid for the float holiday.

If another Federal, Provincial, or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace the paid holiday designated as the anniversary day specified above. The intent is that there will be no more than eleven (11) paid holidays per calendar year for the duration of this Agreement.

- (c) Notwithstanding the foregoing, while:

- (i) on layoff; or
- (ii) in receipt of compensation from the Workers' Compensation Board; or
- (iii) an unpaid absence during which she is in receipt of EI Benefits; or

- (iv) on other leaves of absence in excess of thirty (30) calendar days for any reason;

an Employee shall not be entitled to:

- (v) a day off with pay; or
- (vi) payment in lieu thereof for the aforementioned paid Holidays.

21.02 Subject to Article 21.01(c), to qualify for the named holiday with pay, the Employee must:

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

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

- (a) an alternate day off at a mutually agreed time; or
- (b) failing mutual agreement, within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at her basic rate of pay.

21.04 When a Named Holiday falls on a day that would:

- (a) otherwise be a regular Employee's scheduled day off, or
- (b) during an Employee's vacation,

the Employee shall receive:

- (c) an alternate day off at a mutually agreed time; or
- (d) failing mutual agreement, within thirty (30) calendar days following the named holiday of the option to be applied, the Employee shall receive payment for such day at her basic rate of pay.

21.05 Except as mutually agreed otherwise, the Employer shall schedule an Employee in such a manner to provide her with days off on at least three (3) of the actual Named Holidays as provided in Article 21.01.

- 21.06 Unless an Employee requests otherwise, she shall be scheduled so as to be given either Christmas Day or New Years Day off.

ARTICLE 22

ANNUAL VACATION

22.01 Definition

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first (1st) day of January in each calendar year and concluding on the last day of December of the following year.

22.02 Length of Vacation

An Employee shall receive annual vacation with pay in accordance with her years of service as of the vacation cutoff date as follows:

Less than two (2) years	1 working day each month (maximum of 10 days)
Two (2) years or more	15 working days
Six (6) years or more	20 working days
Fifteen (15) years or more	25 working days
Twenty (20) years or more	30 working days

Bonus Vacation

A regular Employee who has completed twenty-five (25) years shall, after the Employee's anniversary date, be entitled to one week's additional paid leave, on a one-time basis. The Employee will be paid for all regularly scheduled shifts which would occur during the pre-approved calendar week leave of absence.

Part-time and temporary Employees vacation entitlement is based on their hours paid in relation to the hours of a full-time Employee.

22.03 Provided an Employee has taken a minimum of two (2) weeks of their annual vacation entitlement in a vacation year, on written request by the Employee and subject to approval by the Employer, unused vacation time may be carried over into the succeeding vacation year, to a maximum of five (5) days.

Vacation surplus to the maximum five (5) days carry over is paid out by the Employer. The carryover provision is limited to once in a three (3) continuous calendar year period.

22.04 Vacation Pay

Vacation pay shall be at the rate of pay currently in effect at the time of the vacation.

22.05 Vacation Pay on Termination

Upon termination of employment, an Employee shall be entitled to pay in lieu of vacation earned but not taken at the following percentage rates of basic pay earned during the period which vacation was earned but not taken:

10 days per year	4% of basic pay
15 days per year	6% of basic pay
20 days per year	8% of basic pay
25 days per year	10% of basic pay
30 days per year	12% of basic pay

22.06 Vacation Schedules

The Employer shall post the vacation planner by January 5th of each year. Where an Employee submits her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 15th of that same year. Where the number of Employees indicating a specific preference for a specific period exceeds the number of Employees as determined by the Employer that can be allotted vacation during that period, seniority shall be the deciding factor.

Request for vacation after March 15th shall be on a first come first serve basis and shall be responded to within two (2) weeks after the posting of the approved vacation schedule, or within two (2) weeks of receipt of the request, whichever comes later. In all granting of vacations, the proper, safe and efficient operating requirements of the home shall be given first consideration.

22.07 Unbroken Vacation Period

Except during June, July and August of each year, an Employee shall be entitled to receive her vacation in an unbroken period unless otherwise mutually agreed upon between the Employee and the Employer. (The Employer may limit summer vacations to no more than three (3) weeks at a time)

22.08 Time of Payment

Employees will be paid their vacation pay by direct deposit on their regular bi-weekly pay period.

22.09 Notwithstanding Article 22.02, vacation with pay shall not accrue during the period while:

- (a) on layoff; or
- (b) on unpaid absence during which she is in receipt of weekly indemnity; or
- (c) in respect of compensation from the Workers' Compensation Board; or
- (d) on leave of absence in excess of thirty (30) calendar days for any reason.

22.10 Vacation Earning Portability

Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with the same or another Revera Incorporated site covered by this collective agreement, such Employee shall, after one (1) year of service, receive vacation entitlement as though her employment has been continuous. At the request of the Employee, the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination.

ARTICLE 23

EMPLOYEE BENEFITS

23.01 Alberta Health Care Insurance Plan

The Employer agrees to pay 100% of the basic single or family coverage on the single or family rate premium of the Alberta Health Care Insurance Plan for all full-time Employees to the end of December 31, 2008. The Employer is not responsible for contribution in the event that an Employee is otherwise covered for such benefits. This means that if the Employee produces an exemption certificate indicating coverage (or is not entitled to coverage) through another source, the Employer is not liable for coverage.

23.02 Extended Health Care Plan

Major Medical

The Employer will continue the Major Medical Plan that is currently in place. The Employer agrees to pay ninety percent (90%) of the billed single/ family rate for all full-time Employees. Part-time Employees will pay a portion of the premium that is prorated based on their regular hours of work as compared to the regular hours and cost-sharing arrangement for a full-time Employee. Employee participation will be on a voluntary basis and the qualifying period is as per the Carrier's policy.

Dental

The Employer agrees to pay sixty percent (60%) of the billed single or family rate premium of the carrier's plan for all full-time Employees who have completed probation. Part-time Employees will pay a portion of the premium that is prorated based on their regular hours of work as compared to the regular hours and the cost sharing arrangement of a full-time Employee. The Employer is not responsible for contribution in the event that an Employee is otherwise covered for such benefits. This means that if an Employee produces an exemption certificate indicating coverage (or is not entitled to coverage) through another source, the Employer is not liable for coverage. Employee participation will be on voluntary basis and the qualifying period is as per the carrier's policy.

Effective at the first of the month following thirty (30) days after notice of ratification, the Employer will provide improvements to the Extended Health Care Plan as identified in Appendix "A".

The Employer shall make available to eligible Employees brochures outlining the above plans.

Long Term Disability

Effective at the first of the month following thirty (30) days after notice of ratification, a new long term disability plan will be added. Monthly premiums will be cost-shared, 60% by the Employee and 40% by the Employer, for all Employees who have completed probation. LTD enrollment is mandatory for full-time Employees and voluntary for part-time Employees who work at least 30 hours bi-weekly. Details of the LTD plan are contained in Appendix "A".

Where the benefits specified in 23.02 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plans.

- 23.03 Employees shall be entitled to the benefits and cost share arrangements outlined in Article 23.02 hereof. Payment for part-time Employees shall be on a prorated basis of hours regularly worked. It is understood that there may be a qualifying period established by the insurer, or that there may be required, some reasonable time for filing of forms, etc.

ARTICLE 24

ILLNESS LEAVE

- 24.01 To protect the Employee against loss of income where she is legitimately ill, an Employee absent because of such illness shall be entitled to receive illness leave benefits equal to her normal hourly wage (exclusive of overtime premiums, etc.) for each day of illness that she was scheduled to work to the extent of her accumulated illness leave credits. As provided in 24.07, illness leave is not payable for shifts additional to the Employee's regular schedule.

- 24.02 After an Employee has completed her probationary period, she shall be allowed a credit for illness leave from the date of employment at the rate of one and one half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days, provided however that an Employee shall not be entitled to apply illness leave credits prior to the completion of her probationary period. In the case of:
- (a) illness;
 - (b) injury;
 - (c) layoff;
 - (d) leave of absence;
 - (e) unpaid leave while in receipt of compensation from the Workers' Compensation Board,
- illness leave shall not accrue during the period of such absence in excess of one (1) month.
- 24.03 When an Employee has accrued the maximum illness leave credit of one hundred and twenty (120) working days, she shall no longer accrue illness leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating illness leave credits.
- 24.04 Employees may be required to substantiate, in the manner prescribed by the Employer, any claim for illness leave. Payment of illness leave benefits shall not be affected until required substantiation has been supplied.
- 24.05 Termination of Illness Leave
- The Employee's illness leave bank will be extinguished upon termination of employment, on retirement, or on death. Illness leave credits will not accrue (except in the event of pregnancy leave where such benefit accrues to the end of the month in which the Employee commences maternity leave) while an Employee is on leave of absence, other than Union leave.
- 24.06 An Employee will not be entitled to any illness leave for the sixth (6th) and succeeding periods of absence from work on illness leave, in the event that the Employee has utilized more than twelve (12) days of illness leave in the calendar year. Further, it is understood that illness involving hospital stay will not be considered in determining periods of absence or utilization of sick leave in the calendar year. However, serious illness requiring hospitalization, lengthy convalescence after surgery, or intensive on-going therapies, will not be considered in determining periods of absence or total utilization of illness leave in the calendar year.

- 24.07 Should an Employee experience the recurrence of the illness requiring the Employee to leave work during the first shift following an absence due to illness, such absence will be considered a continuation of the immediately preceding illness.
- 24.08 Only normal regularly scheduled working days will be charged against illness leave credits; this applies to all full-time and part-time Employees.
- 24.09 Illness Leave Benefits While on Workers' Compensation
Absence for illness or accident compensable by Workers' Compensation will not be charged against the Employee's accumulated illness leave credits.
- 24.10 Employees reporting ill shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.
- 24.11 Notification of Return to Work
During any illness, the Employee will notify the Employer of her intention to return to work in as far in advance as possible.
- 24.12 Leave of Absence due to Illness
Employees whose illness leave credits are exhausted must apply for a further leave of absence without pay. The Employer will advise the Employee in writing of the disposition of such request.
- 24.13 Upon request of an Employee, but not more frequently than once a year, the Employer shall advise the Employee of her accrued illness leave credits.
- 24.14 Casual Employees
Casual Employees shall not be entitled to illness leave.

ARTICLE 25

WORKERS' COMPENSATION

- 25.01 Where 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 any and all health and welfare benefits for thirty (30) days from which the absence commences.

- (b) Subsequent to the period referred to in (a) above, benefit coverage may continue by the Employee provided the Employee pays the total cost of the premiums to the Employer for each monthly period during the absence.

ARTICLE 26

LEAVE OF ABSENCE

26.01

General Conditions

- (a) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer two (2) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer and shall not be denied unreasonably by the Employer. The Employer will reply in writing to a request for a leave of absence within five (5) calendar days of receipt of the request.
- (b) Except as provided in Article 26.01 (d), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 23 provided that the Employee makes prior arrangements to pay full premium costs. If failure to remit the full payment required above, reinstatement in any and all plans may be subject to the enrollment and other requirements of the underwriter.
- (c) Whenever possible, an Employee returning from a lengthy leave of absence shall give at least three (3) weeks notice of return.
- (d) For the portion of maternity leave during which an Employee has a valid health related reason for being absent from work and who is in receipt of sick leave or EI Plan benefits, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (e) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer shall automatically terminate her position.

- (f) Employees shall not be entitled to named holidays with pay, which may fall during a period of leave of absence without pay.
- (g) Employees granted leave of absence for more than one (1) month, may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (h) When an Employee is on a leave of absence without pay, she may continue participation in the Alberta Health Care Insurance Plan for the period of her employment pursuant to Article 23 or 25.01, whichever is applicable from the last day of paid sick leave, by paying the full premium costs to the Employer.
- (i) The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.

26.02

(a) Maternity Leave

- (i) An Employee who has completed six (6) months continuous employment shall, upon her 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 expected date of delivery, provided that she commences maternity leave no later than the date of delivery. If during the twelve (12) week period immediately preceding the estimated date of delivery, the pregnancy interferes with the performance of the Employee's duties, the Employer may by notice of 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 which the Employee has a valid health related reason for being absent from work and the employee is eligible for sick leave or EI SUB plan benefits. Maternity shall not exceed twelve (12) months unless mutually agreed otherwise between the Employer and the Employee.
- (ii) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as part or as all the period of extension.

(b) Parental Leave

A father-to be who has completed six (6) months continuous employment shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such longer period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed thirty-seven (37) weeks.

- (c) (i) Subject to section (ii), an Employee on maternity leave or paternity leave shall provide the Employer with at least twenty-eight (28) calendar days notice of readiness to return to work, following which the Employer will reinstate her in the same or in an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.
- (ii) In the event that during the period of an Employee's maternity or paternity leave, the position from which the Employee is on such leave is eliminated due to a reduction in the working force or discontinuing of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity or paternity leave and the returning Employee does not have sufficient seniority to displace another incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with Article 30.08.

26.03 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 for up to twelve (12) months as necessary for the purpose of adopting a child.

- (b) Where the Employee is unable to comply with (a), the Employee may commence adoption leave upon one (1) days notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) (i) Subject to section (ii), an Employee granted adoption leave shall provide the Employer with twenty-eight (28) days notice of readiness to return to work, following which, the Employer will reinstate her in the same or equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.
- (ii) In the event that during the period of an Employee's adoption leave, the position from which the Employee is on such leave has been eliminated due to a reduction of the working force, or discontinuation of the undertaking or activity, and the Employer has not increased the working force or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking or activity, recall or reinstatement of the working force shall be in compliance with Article 30.08.

26.04

Bereavement Leave

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or fiancée). Spouse shall include common-law and same sex partner. Step-parent, step-children, step-brother and step-sister shall be considered as the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement may include normal days off and or vacation but no additional payment is due therefore.

Upon request by the Employee, the Employer may extend bereavement leave by up to two (2) days, one day without pay and one day with pay, where one-way travel exceeds 250 kilometers.

- (b) In the event of the death of another relative or close friend, the Employer shall grant up to one (1) working day off without pay to attend the funeral services.
- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement when she is entitled to that bereavement leave.

26.05 Education Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Article 26.01, shall be deemed to remain in the continuous service of the Employer for the first twenty four (24) months of such period of leave.
- (b) During an Employee's education leave, she may work as a casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

26.06 Compassionate Care Leave

- (a) When a regular Employee with a qualified person in the end-stage of life, who is dying or at significant risk of death within six (6) months, the Employee shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of up to six (6) weeks. Qualified person means an immediate family member defined as mother, father, spouse including fiancé(e) or child in accordance with the compassionate care benefit under Employment Insurance legislation.
- (b) In order to qualify for leave under this provision, the employee shall meet the eligibility requirements of the Employment Insurance regulations.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.

26.07 Military Leave

An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

26.08 Jury Duty Leave

An Employee required to serve jury duty shall be paid the difference between what she would have earned for her scheduled hours (without taking into account any premium pay or the like) and the fees received pursuant to the performance of jury duty. This will be affected by the Employee signing over any jury fees less expense money received by the authorities for meals and lodging and the Employer will continue the regular salary payments. The Employee is to notify her supervisor as soon as possible after receipt of the subpoena. The Employee will come back to work during those regularly scheduled hours that she is not required to attend at court. If an Employee is required to be a witness in a case arising out of her employment with the Employer, the Employer will abide by the above provisions.

ARTICLE 27

LEAVE OF ABSENCE – UNION BUSINESS

- 27.01 The Union Bargaining Committee shall consist of one (1) representative from each Continuing Care Centre and such other persons as determined by the Union. The Union will advise the Employer of the Union representatives to the committee.
- 27.02 Representatives of the Union shall be granted time off with pay or without loss of seniority in order to participate in negotiations with the Employer subject to the limits outlined in Article 27.01.
- 27.03 Upon written request, leaves of absence with pay shall not be unreasonably denied Employees for the purposes of attending Union business.
- 27.04 Employees shall, whenever possible, provide twenty-one (21) calendar days notice of request for leaves of absence. The Employer shall provide written approval or disapproval within seven (7) calendar days of receiving the request for leave with a copy to the Chapter Chairperson.
- 27.05 One (1) Employee who is elected for a full time position with the Union shall be granted leave of absence without pay and without loss of seniority for a maximum period of two (2) years. Such leave of absence shall be renewable for a further term upon request. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

- 27.06 (a) When leaves to attend to Union Business or negotiations has been approved, it is granted with pay and without loss of seniority. The Union agrees to reimburse the Employer for actual salary paid to the Employee when on leave plus twenty five percent (25%) to cover cost of premiums, differentials or benefits etc. Should the cost of her replacement be greater than the actual salary plus twenty five percent (25%), the Employer shall recover the greater amount.
- (b) The Employer shall endeavour to invoice the Union within thirty (30) days of the Union Leave being served.

27.07 Union Stewards

- (a) Arrangements will be made by the supervisor to permit the Union Steward to leave his job, as soon as reasonably possible, with no loss of regular earnings.
- (b) The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- (c) A list of Union Stewards shall be supplied by the Union to the Executive Director. The Executive Director shall be advised in writing of any change to her list. The list shall be updated by the Union annually.
- (d) The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer and when processing a grievance.

ARTICLE 28

REGISTERED RETIREMENT SAVINGS PLAN

- 28.01 The Employer agrees to continue an Employer administered Registered Retirement Savings Plan (RRSP). Employees' participation will be on a voluntary basis with a decision to participate made at the completion of six (6) months service or nine hundred and seventy five (975) hours worked, whichever is the greater. Entrance into the plan is available twice annually in January and July.

Employees who wish to participate will contribute two percent (2%) or three percent (3%) or four percent (4%) per hour worked and the Employer shall match Employee contributions.

28.02 Casual Employees are not eligible to participate in the RRSP Plan.

ARTICLE 29

LAYOFF AND RECALL

29.01 It is the exclusive right of the Employer to:

- (a) establish and vary from time to time, the job classifications and the number of Employees, if any, to be employed in any classification, or workplace or the facility, and
- (b) assign any other classifications, any or all of the duties normally performed by classifications of this bargaining unit, when Employees from within this bargaining unit are not available.

29.02 Meeting with the Union

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 the current seniority list, and discuss other relevant factors the parties agree upon.

29.03 Notice of Layoff

- (a) When, in the opinion of the Employer, it becomes necessary to displace an Employee due to the reduction of the workforce or reduction in regularly scheduled hours of work of a regular Employee, or wholly or partly discontinue an undertaking, activity, or service, the Employer will notify the Employee at least fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days notice shall not apply where layoff results from an act of God, fire, flood, or work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an act of God, fire, flood, the fourteen (14) calendar days notice is not required, but up to two (2) weeks pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.
- (c) The written notice of layoff will confirm, in writing to the Employee, the effective date her current position will be affected, the date and time of the consultation meeting referred to in Article 29.04, seniority list.

29.04

Consultation Process

- (a) A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s).
- (b) Consultation meetings will be held in order of seniority commencing with the most senior Employee affected.
- (c) Affected Employees have the right to:
 - (i) choose a vacancy; or
 - (ii) displace a less senior Employee in the same classification (General Support or Auxiliary Nursing), same status (full-time or part-time) based on operational requirements as the Employees current position for which she has the skill, training, knowledge, and ability to perform the work.

29.05

Displacement

- (a) Based upon this consultation, the Employee will be offered a position for which she has the skills, training, knowledge and ability to perform the work.
- (b) Where the Employee refuses an alternative position or lacks the skills, training, knowledge and ability or seniority to displace another Employee within her classification, she shall be laid off in accordance with the notice provided to her in Article 29.03.
- (c) Where the Employee is offered and accepts a position occupied by a less senior Employee, the less senior Employee will receive notice and have a consultation in accordance with Article 29.04 (a) through (c).
- (d) When an Employee is on an approved leave of absence, or Worker's Compensation benefits, the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has returned to work.

29.06 Employee Benefit Coverage During Layoff

Employees affected by layoff, such that the regular Employee does not hold a regular or temporary position, may elect to maintain coverage of contributory plans specified in Article 23: Employee Benefits Plan, provided that the Employee makes arrangements prior to her layoff to pay the full premium costs for a maximum of twelve (12) months from the date of layoff. In the event the Employee works casual shifts, the Employee will remain responsible for the payment of full premium costs.

29.07 Operation of Layoff and Recall Article

- (a) 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.
- (b) "Seniority" as applied in this Article is site specific.

29.08 Recall

- (a) For the purposes of Articles 29.08 through 29.11, "full layoff" shall mean that a regular Employee does not hold a regular or temporary position due to the application of Article 29.
- (b) All regular and temporary vacancies shall be posted. Where there are regular Employees on full layoff, the application of these postings shall be limited to regular Employees who are currently working in regular or temporary positions. Casual Employees, regular Employees on full layoff and external applicants may not apply. The postings and selection process shall be administered in accordance with Article 12: Appointments, Transfers and Promotions.

- (c) Where there are no applicants for a posted vacancy or there are no suitable applicants, the most senior regular Employee on full layoff who has the skills, training, knowledge and ability to perform the work, shall be offered the position. Should the position being offered to the Employee be in an alternate classification from which the Employee was laid off (General Support or Auxiliary Nursing), the Employee may refuse the recall without adversely affecting her recall status. The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by registered letter sent to the Employee's last known place of residence or by personal delivery of the same. When dispatched by regular mail the letter shall be deemed delivered five (5) calendar days from the date of mailing. The Employee so notified shall report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.
- (d) No new regular or temporary or casual Employees will be hired when there are other Employees, who possess the skills, training, knowledge and ability for the available job, on full layoff.

29.09 Other than for the continuation of seniority held at the time of full layoff, discipline, grievance, and arbitration rights and rights and benefits arising under this Article, an Employee's right while on full layoff shall be limited to the right of recall.

29.10 Employment shall be deemed terminated when an Employee does not return from full layoff when notified to do so, or on the expiry of sixteen (16) months from the date of full layoff, whichever first occurs. Where an Employee on full layoff has been recalled to a temporary position pursuant to Article 29.08 (c), the sixteen (16) month period shall be suspended during her temporary position and shall recommence upon the termination of the temporary position for the balance of the sixteen (16) month recall period.

29.11 Casual Shifts

- (a) Employees who have been reduced in regular hours of work through the application of Article 29 and Employees on full layoff shall indicate in writing on a regular basis to the Employer, their availability to work casual shifts (i.e. work opportunities of three (3) months or less).

- (b) Casual shifts shall be offered to Employees who have the skills, training, knowledge and ability to perform the work, in the following order, except where resident care requirements are such that this order is not possible.
 - (i) regular Employees who have been reduced in regular hours of work through the operation of this Article in order of seniority, then
 - (ii) regular full-time Employees on full lay-off, in order of seniority, then
 - (iii) regular part-time Employees on full layoff in order of seniority, then
 - (iv) casual Employees who have indicated their willingness to work additional shifts.
- (c) Regular Employees who have been reduced in regular hours of work may refuse casual shifts without penalty. Regular Employees on full layoff who refuse casual shifts may do so without adversely impacting their recall rights.
- (d) This obligation to offer casual shifts according to Article 29.11 shall expire on sixteen (16) months from the date the regular Employee was reduced in regularly scheduled hours of work as a result of the application of this Article, or sixteen (16) months from the date that the regular Employee was on full layoff, whichever is applicable.

ARTICLE 30

DISCIPLINE, SUSPENSION, AND DISCHARGE

- 30.01 There shall be no suspension, dismissal or discipline except for just cause.
- 30.02 Unsatisfactory conduct and or performance by an Employee may be grounds for discipline up to and including immediate dismissal.
- 30.03 Unsatisfactory conduct and or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a verbal or written warning to the Employee. A copy of any written warning shall be placed on the Employee's personnel file. Copies of all written warnings shall be forwarded to the President of the Union unless the Employee requests otherwise.

- 30.04 An Employee(s) shall be informed by the Employer they are being investigated with respect to an incident that may result in discipline and they shall have the right to Union Representation during any investigation meetings. The Employer shall complete the investigation in a timely manner. The Employee(s) will be informed in writing confirming when the investigation is complete.
- 30.05 The Employee shall sign any notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice. An Employee may be accompanied by a representative of the Union during the disciplinary discussion.
- 30.06 (a) 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 Grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- (b) An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- 30.07 An Employee absent for two (2) consecutive work days without notifying the Employer shall be considered to have vacated her position, unless the Employee provides an explanation acceptable to the Employer.
- 30.08 Nothing in this Article prevents immediate suspension or dismissal for just cause.
- 30.09 By an appointment made at least forty-eight (48) hours in advance, an Employee and/or their representative, shall have access to their personnel records once per year or in the event of a grievance.

ARTICLE 31

RESIGNATION AND TERMINATION

- 31.01 An Employee shall give the Employer at least fourteen (14) calendar days notice of termination of employment.

31.02 Vacation Pay on Termination

- (a) If employment is terminated by an Employee without giving proper notice pursuant to Article 31.01 above, notwithstanding any other provisions of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed by the Employment Standards Code concerning vacation with pay. The Employer may waive this clause if termination is due to illness or other reasons which are acceptable to the Employer.
- (b) If employment is terminated, and proper notice is given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement.
- (c) When an Employee is discharged for cause, vacation pay shall be at the rate prescribed in the *Employment Standards Code*.

ARTICLE 32

HEALTH AND SAFETY

- 32.01 The Employer shall establish a Health and Safety Committee which shall be equally composed of representatives of the Employer and Employee representative(s) designated by the Union and may include representatives of other Employee groups. This committee shall meet at least quarterly. An Employee shall be paid her basic rate of pay for attendance at these committee meetings. A special meeting may be requested by any member to deal with any urgent matter.
- 32.02 The Health and Safety Committee shall consider such matters as occupational health and safety and may take recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the *Occupational Health and Safety Act* or such other procedural rules as may be mutually agreed.
- 32.03 The Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the Union representative may direct that the item be referred to the Site Administrator forthwith. The Employer will give a written reply within thirty (30) days of the presentation.

- 32.04 An Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*. No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Resident, Employee, or member of the public.
- 32.05 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention.

ARTICLE 33

GRIEVANCE PROCEDURE

33.01 Grievance Definitions

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

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 34.05 except in cases of suspension or dismissal which will commence at Step 2, or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed in the same manner as an individual grievance as outlined in Article 34.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance, or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within ten (10) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the President of the Union and the President shall render a written reply within ten (10) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

33.02 Authorized Representatives

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

33.03 Time Limits

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 21.

33.04 Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any time limit in this Article, the grievance will be considered to 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 this Article, 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.
- (c) During any and all grievance proceedings, the Employee shall continue to perform her duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step II.

Steps in the Grievance Procedure

(a) Step 1

An Employee who has a grievance shall, within ten (10) days of the date she becomes aware, or reasonably should have become aware of the occurrence which led to the grievance, first discuss the matter with her immediate supervisor and attempt to resolve the grievance at this stage. In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps.

(b) Step 2

If the grievance is not resolved under Step 1 above:

- (i) an individual grievance, within ten (10) days of discussing the grievance with her immediate supervisor in Step 1; or
- (ii) a group grievance, within thirty (30) days of the date any of the aggrieved parties became aware of the event or reasonably should have become aware of the event leading to the grievance, the grievance shall be submitted, in writing, stating the article(s) claimed to have been violated, the nature of the grievance and redress sought, to the Executive Director or designated representative who shall reply in writing within ten (10) days of receiving the grievance. If the grievance is not resolved at this step, it may be advanced to Step 3.

(c) Step 3

Within ten (10) days of the reply from the Executive Director or designated representative, the Employee shall submit the grievance in writing to the Provincial Director or designated representative. The Provincial Director or her representative shall hold a meeting within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The Regional Director or her representative shall render a written decision within ten (10) days of the date of the meeting. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

Arbitration

- (a) Either party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its intention to do so and name its nominee to the Arbitration Board, or state its desire to meet to consider the appointment of a single arbitrator.
- (b) Within ten (10) days after receipt of notification provided for in Article 34.06 (a) above, the Party receiving such notice shall:
 - (i) inform the other Party of the name of its appointee to an Arbitration Board, or
 - (ii) arrange to meet with the other Party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.
- (c) Where nominees to a Board have been named by the Parties, they shall, within ten (10) days, endeavor to select a mutually acceptable Chair for the Arbitration Board. If they are unable to agree upon the choice of a Chair, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Labour Relations Code*.
- (d) In the case of an Arbitration Board, the Chair shall have the authority to render a decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on the parties.
- (e) The Arbitration of single Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or make any decisions which alter, modify, amend, add to or subtract from any part of the Agreement.
- (f) 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 Chair or single Arbitrator shall be borne equally by the two parties to the dispute.
- (g) Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 34

EMPLOYEE MANAGEMENT ADVISORY COMMITTEE

- 34.01 (a) The Employer and the Union agree that there shall be an Employee Management Advisory Committee (EMAC). The local chapter representative of the Union shall provide the names of up to four (4) elected Employees and the Employer shall provide the names of up to four (4) appointed representatives to sit on the EMAC.
- (b) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to patient care and other matters related to employment not covered within the Collective Agreement.
- 34.02 In a facility that has an established mechanism(s) that performs the function of EMAC as described in 35.01(b), and where the mechanism(s) provides for the representation from this bargaining unit, 35.01(a) shall be waived.
- In the event a situation arises that the Employees have an issue specific to this bargaining unit, the Employer shall meet with the Employee representatives to address the issue.
- 34.03 An Employee shall be paid her basic rate of pay for attendance at these committee meetings and should the meeting be held at a site other than the site the Employee is working, the Employer shall provide transportation to and from the meeting.

ARTICLE 35

REGULAR PART-TIME EMPLOYEES

- 35.01 All provisions of this Collective Agreement shall apply to regular part-time Employees, except where amended by the following.
- 35.02 Hours of Work

Amend Article 13.01 to read:

13.01 Regular Hours of Work, exclusive of meal periods shall be:

- (a) up to seven and one half (7 1/2) consecutive hours per day, and

- (b) less than thirty seven and one half (37 1/2) hours per week averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 in the shift cycle.

35.03 Overtime

Amend Article 14.01 to read:

14.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and one half (7 1/2) hours per day and on hours in excess of the work ratio referred to in Article 37.02.

35.04 Named Holidays

- (a) A part-time Employee required to work on a named holiday as per Article 21.01, shall be paid at one and one half times (1 1/2X) her basic rate of pay or at the appropriate overtime rate if applicable.
- (b) Part-time Employees shall be paid, in addition to their basic rate of pay, four point six percent (4.6%) of this rate per pay period in lieu of named holidays.
- (c) Unless an Employee requests otherwise, each part-time Employee shall be scheduled so as to be given either Christmas Day or New Year's Day off.

35.05 Subject to Article 13, Part-time Employees wishing to work additional hours and who so indicate in writing on a monthly basis to the Employer shall be given preference and first opportunity to work the additional hours. Where more than one Employee has requested to work additional hours, the hours will be offered to the Employee within the department having the most seniority. If all available shifts are not filled then Casual Employees may be assigned in order of their hours worked indicated on the casual roster.

ARTICLE 36

TEMPORARY EMPLOYEES

36.01 All provisions of this Collective Agreement shall apply to temporary Employees except where amended by the following:

- (a) Article 11 (Performance Appraisals)

- (b) Article 12 (Appointments, Transfers and Promotions). During the term of a temporary position, an Employee shall be eligible to apply on postings in accordance with the following:
 - (i) such Employees shall be eligible to apply on postings of vacancies for regular positions pursuant to Article 12.01. In the event that such Employee is successful on a posting pursuant to Article 12.01, the Employer shall not be required to post any resulting vacancy, of less than three (3) months;
 - (ii) where a vacancy for a temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which she was hired.
 - (c) Article 23 (Employee Benefits Plan) prior to the completion of three (3) months of continuous service.
 - (d) Article 29 (Layoff and Recall)
- 36.02
- (a) A temporary Employee shall not have the right to grieve the termination of the term position
 - (b) The Employer shall provide at least seven (7) calendar days written notice of termination of her term position
 - (c) A regular Employee occupying a temporary position shall retain her seniority and shall not have the right to grieve pursuant to Article 29 when no longer required in the temporary capacity.

ARTICLE 37

CASUAL EMPLOYEES

37.01 All provisions of the Collective Agreement shall apply to Casual Employees except where amended by the following and with the exception of Article 23 (Employee Benefits).

37.02 Hours of Work

13.01 Regular Hours of Work, exclusive of meal periods shall be:

- (a) up to seven and one half (7 1/2) consecutive hours per day, and
- (b) less than thirty seven and one half (37 1/2) hours per week averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 in the shift cycle.

37.03

Overtime

14.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and one half (7 1/2) hours per day and on hours in excess of the work ratio referred to in Article 38.02.

37.04

Named Holidays

(a) A casual Employee required to work on a named holiday as per Article 21.01, shall be paid at one and one half times (1 1/2X) her basic rate of pay or at the appropriate overtime rate if applicable plus:

(b) Casual Employees shall be paid, in addition to their basic rate of pay, four point six percent (4.6%) of this rate per pay period in lieu of named holidays.

37.05

Casual Employees shall be entitled to, in addition to their basic rate of pay, vacation pay equivalent to the entitlement earned by regular Employees in accordance with the percentages in Article 22.05.

37.06

Casual Employees shall not be covered by the Layoff and Recall Article.

37.07

A Casual Employee who has provided the Employer with her availability and who does not accept shifts based upon her availability for a period of three (3) consecutive months will be deemed to have resigned.

ARTICLE 38

SEVERANCE

38.01 In the event of layoff resulting in permanent reductions of regular Employees as a result of a facility closure, notice or pay in lieu of notice shall be granted in accordance with the following severance schedule:

Service between three (3) months and two (2) years	Two (2) weeks notice or pay in lieu
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Service between two (2) years and four (4) years	Four (4) weeks notice or pay in lieu
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Service between four (4) years and six (6) years	Eight (8) weeks notice or pay in lieu
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Service between six (6) years and eight (8) years	Ten (10) weeks notice or pay in lieu
---------------------------------------------------	--------------------------------------

Service between eight (8) years and ten (10) years	Twelve (12) weeks notice or pay in lieu
----------------------------------------------------	-----------------------------------------

Service greater than ten (10) years	Sixteen (16) weeks notice or pay in lieu
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ARTICLE 39

UNIFORMS AND PROTECTIVE APPAREL

39.01 Protective clothing and safety equipment shall be supplied by the Employer as required by the Occupational Health and Safety Act.

SALARY SCHEDULE A

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEALTH CARE AIDE THERAPY AIDE					
Effective April 1, 2011	18.62	19.14	19.70	20.27	20.86
Effective Date of Ratification	18.85	19.38	19.94	20.53	21.12
Effective April 1, 2012	19.61	20.16	20.74	21.35	21.96
Effective April 1, 2013	2.5 % or the AHS Provincial (ANC) Collective Agreement percentage increase, whichever is greater. Any difference shall be subject to interest arbitration.				

WAGES – LPN ONLY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
LICENSED PRACTICAL NURSE					
Effective April 1, 2011	24.62	25.39	26.16	26.97	27.80

Effective Date of Ratification: LPNs will transition to the following Wage Grid. In transitioning to the new wage grid, LPNs on the payroll as of date of ratification will be paid at the rate of pay that provides a minimum wage increase of 2%.

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
HOURS	Start	1950	3900	5850	7800	9750	11700	13650
RATE OF PAY	23.72	24.75	25.73	26.75	27.75	28.72	29.88	31.07

For clarity, transition will be as follows:

- **STEP 1** LPNs will be placed at **STEP 3** of the above grid and will remain at that level until they have 5,850 hours with the Employer at which time they will move to the next step and continue to move through the grid thereafter based on the hours indicated in the grid.
- **STEP 2** LPNs will be placed at **STEP 4** of the above grid and will remain at that level until they have 7,800 hours with the Employer at which time they will move to the next step and continue to move through the grid thereafter based on the hours indicated in the grid.

- **STEP 3** LPNs will be placed at **STEP 4** of the above grid and will remain at that level until they have 7,800 hours with the Employer at which time they will move to the next step and continue to move through the grid thereafter based on the hours indicated in the grid.
- **STEP 4** LPNs will be placed at **STEP 5** of the above grid and will remain at that level until they have 9,750 hours with the Employer at which time they will move to the next step and continue to move through the grid thereafter based on the hours indicated in the grid.
- **STEP 5** LPNs will be placed at **STEP 6** of the above grid and will remain at that level until they have 11,700 hours with the Employer at which time they will move to the next step and continue to move through the grid thereafter based on the hours indicated in the grid.
- Where a LPN has 11,700 hours but less than 13,650 hours with the Employer the LPN will be placed on **STEP 7** and remain there until they have 13,650 hours with the Employer at which time they will move to STEP 8.
- Where a LPN has 13,650 hours or more with the Employer the LPN will be placed on **STEP 8** and remain there.

Effective April 1, 2012 AHS Provincial (ANC) collective agreement negotiated rates of pay.

Effective April 1, 2013

2.5% or the AHS Provincial (ANC) collective agreement percentage increase, whichever is greater.

Any difference shall be subject to interest arbitration.

ALL SUPPORT STAFF CLASSIFICATIONS

Effective April 1, 2011	2.75%
Date of ratification	1.25%

Effective April 1, 2012	4%
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Effective April 1, 2013

2.5% or the AHS Provincial (ANC) collective agreement percentage increase, whichever is greater.

Any difference shall be subject to interest arbitration.

The parties shall agree upon all adjustments and retroactivity within 60 days of ratification. All payments shall be retroactive and made to employees within 90 days of ratification.

RETROACTIVITY

Any Employee whose employment has terminated prior to the date upon which this Agreement is ratified by the Employer and the Union, will not be eligible to receive retroactively any increase in salary which she would have received but for the termination of employment.

Appendix 'A'

Extended Health Care Plan

In accordance with Article 23.02 – the Employer's plan will provide for the following improvements to the Extended Care Plan:

Life Insurance

- 100% Employer paid premiums, principal amount of coverage to a maximum of \$20,000.00.
- Coverage ceases on the earlier of termination of employment, retirement or age 70.

Extended Health Benefits

The following eligible expenses are included:

- \$15.00 deductible
- 80% reimbursement, except hospital reimbursed at 100%
- No overall maximum
- Private hospital accommodation
- Drugs that legally require a prescription
- Drugs and supplies available without a prescription and required as a result of a colostomy or ileostomy and/or for the treatment of cystic fibrosis, diabetes, parkinsonism and heart disease
- Ambulance
- Vision care: \$300.00 every two years per covered person, includes eye examinations and reimbursement for frames, spectacle lenses and the fitting of prescription glasses or contact lenses
- Paramedical practitioners including chiropractor, osteopath, naturopath, podiatrist, physiotherapist, massage therapist, speech therapist and psychologist are covered at \$300.00 per practitioner every year. Psychologist will be payable at 50% of expense incurred.
- Orthopedic shoes for one pair less the cost of ordinary shoes to a maximum of \$400.00 per year
- Orthotics to a maximum of \$400.00 per year
- Out of country emergency expenses to a maximum of \$20,000.00 per year

Coverage ceases at the earlier of termination of employment, retirement or age 70.

Dental Plan

- Basic services, with 6 month recall visits – 80 % reimbursement; maximum \$2,000.00 per year
- Major services, including; endodontics and periodontics - 50% reimbursement; maximum \$2,000.00 per year
- Orthodontic treatments – 50% reimbursement for dependent children up to age 19 years, lifetime maximum benefit of \$3,000.00

Coverage ceases on the earlier of termination of employment, retirement or age 70.

Effective April 1, 2012

The Employer agrees to introduce a prescription drug direct pay card subject to the following limitations:

- **20% co-payment, payable at the time of dispensing at pharmacy**
- **Mandatory generic prescription drug substitution**
- **Dispensing fees capped at \$10.00 per dispensing**

Long-Term Disability

- 60% Employee paid; 40% Employer paid premiums.
- Mandatory for full-time Employees
- Voluntary for part-time Employees who work at least 30 hours bi-weekly
- 17-week elimination period
- 66.67% of basic monthly earnings
- Covers total disability from own occupation for first 24 months, thereafter eligibility requires total disability from any occupation

Coverage ceases on the earlier of termination of employment, retirement or age 65 less the elimination period.

FOR THE EMPLOYER

Date:_____

FOR THE UNION

Date:_____

LETTER OF UNDERSTANDING

between

Central Care Corporation,
operating as Jasper Place Care Centre, Miller Crossing Care Centre
and South Terrace Care Centre
(hereinafter referred to as the "Employer")

and

The Alberta Union of Provincial Employees Local 047/003
(hereinafter referred to as the "Union")

RE: NO CONTRACTING OUT

The Employer agrees not to contract out, before March 31, 2014, work normally performed by members of the bargaining unit where it results in the displacement of a member of the bargaining unit.

FOR THE EMPLOYER

Date: _____

FOR THE UNION

Date: _____

LETTER OF UNDERSTANDING

between

Central Care Corporation,
operating as Jasper Place Care Centre, Miller Crossing Care Centre
and South Terrace Care Centre
(hereinafter referred to as the "Employer")

and

The Alberta Union of Provincial Employees Local 047/003
(hereinafter referred to as the "Union")

RE: AUXILIARY CARE WORKERS (ACW)

The Parties have agreed that the Auxiliary Care Worker classification will be used to fulfil organizational needs, only when there are no Licensed Practical Nurses available to work at regular rates of pay.

The Employer will make an effort to contact Licensed Practical Nurses who are currently employed at the Centre and willing to work additional shifts, prior to scheduling Auxiliary Care Workers. Temporary positions may be established to cover the summer vacations period if required.

Nursing students who have completed at least their second year of academic preparation, are eligible to be an Auxiliary Care Worker. The Auxiliary Care Worker must remain enrolled in the nursing program to maintain employment as an Auxiliary Care Worker. If they are not currently enrolled, they are to be transferred to a Health Care Aide Classification as a Casual Employee.

The rate of pay for the Auxiliary Care Worker will normally be Step I of the Licensed Practical Nurse pay grade.

Other terms and conditions of employment will be as per the current Collective Agreement.

FOR THE EMPLOYER

FOR THE UNION

Date:_____

Date:_____

Jasper Place, South Terrace, & Miller Crossing AUPE						
CLASSIFICATION		Expired Rate	April 1/11 2.75%	Nov 8/11 1.25%	April 1/12 4.0%	April 1/13 2.5%*
Health Care Aide	1	18.12	18.62	18.85	19.61	20.10
	2	18.63	19.14	19.38	20.16	20.66
	3	19.17	19.70	19.94	20.74	21.26
	4	19.73	20.27	20.52	21.35	21.88
	5	20.30	20.86	21.12	21.96	22.51
Assistant Cook	1	15.86	16.30	16.50	17.16	17.59
	2	16.51	16.96	17.18	17.86	18.31
	3	17.20	17.67	17.89	18.61	19.07
	4	17.92	18.41	18.64	19.39	19.87
	5	18.67	19.18	19.42	20.20	20.71
Hospitality Aides	1	14.67	15.07	15.26	15.87	16.27
	2	15.28	15.70	15.90	16.53	16.95
	3	15.92	16.36	16.56	17.22	17.66
	4	16.58	17.04	17.25	17.94	18.39
	5	17.27	17.74	17.97	18.69	19.15
Maintenance (Janitor I)	1	15.86	16.30	16.50	17.16	17.59
	2	16.51	16.96	17.18	17.86	18.31
	3	17.20	17.67	17.89	18.61	19.07
	4	17.92	18.41	18.64	19.39	19.87
	5	18.67	19.18	19.42	20.20	20.71
Maintenance (Janitor II)	1	20.01	20.56	20.82	21.65	22.19
	2	20.83	21.40	21.67	22.54	23.10
	3	21.70	22.30	22.58	23.48	24.07
	4	22.61	23.23	23.52	24.46	25.07
	5	23.55	24.20	24.50	25.48	26.12
Unit Clerk	1	16.99	17.46	17.68	18.38	18.84
	2	17.69	18.18	18.40	19.14	19.62
	3	18.43	18.94	19.17	19.94	20.44
	4	19.20	19.73	19.97	20.77	21.29
	5	20.00	20.55	20.81	21.64	22.18
Therapy Aides	1	18.12	18.62	18.85	19.61	20.10
	2	18.63	19.14	19.38	20.16	20.66
	3	19.17	19.70	19.94	20.74	21.26
	4	19.73	20.27	20.53	21.35	21.88
	5	20.30	20.86	21.12	21.96	22.51

Receptionist	1	14.60	15.00	15.19	15.80	16.19
	2	15.21	15.63	15.82	16.46	16.87
	3	15.84	16.28	16.48	17.14	17.57
	4	16.50	16.95	17.17	17.85	18.30
	5	17.19	17.66	17.88	18.60	19.06
Journeyman Cook	1	21.04	21.62	21.89	22.76	23.33
	2	21.69	22.29	22.57	23.47	24.05
	3	22.36	22.97	23.26	24.19	24.80
	4	23.06	23.69	23.99	24.95	25.57
	5	23.76	24.41	24.72	25.71	26.35
CLASSIFICATION		Expired Rate	April 1/11 2.0%	Nov 8/11 *	April 1/12 AHS CA**	April 1/13 2.5%***
Licensed Practical Nurse	1	24.14	24.62	23.72	TBD	TBD
	2	24.89	25.39	24.75	TBD	TBD
	3	25.65	26.16	25.73	TBD	TBD
	4	26.44	26.97	26.75	TBD	TBD
	5	27.25	27.80	27.75	TBD	TBD
	6			28.72	TBD	TBD
	7			29.88	TBD	TBD
	8			31.07	TBD	TBD
<p>*Rates as stated in "Salary Schedule A" of the CA</p> <p>**AHS CA rates not yet negotiated</p> <p>***2.5% increase or the AHS CA percentage increase, whichever is greater.</p>						

IN WITNESS HEREOF the parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the date and year first above written.

Signed this _____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

Date:_____

Date:_____