

COLLECTIVE AGREEMENT

Between

**EXTENDICARE CANADA INC.
HOLYROOD**

And The

**ALBERTA UNION OF PROVINCIAL
EMPLOYEES
Local 047/023**

Expiring December 31, 2012

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PREAMBLE

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

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

ARTICLE 1 – TERM OF THE COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including the appendices attached to it, unless altered by mutual consent of both parties hereto, shall be in force and effect from the date of ratification to December 31, 2012 and from year to year thereafter, unless amended. Notification of desire to amend may be given in writing by either party to the other party during the period between 60 and 120 days prior to the expiry date.
- 1.02 The Collective Agreement shall continue in force and effect until the new Collective Agreement has been executed or until the declaration of a strike or lockout, whichever occurs first.
- 1.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed;

in the case of the Employer to:

Human Resources
Extendicare (Canada) Inc.
Western Regional Office
#306, 8657 – 51st Avenue
Edmonton, AB T6E 6A8

and in the case of the Union to:

The President

Alberta Union of Provincial Employees
10451 – 170th Street
Edmonton, AB T5P 4S7

ARTICLE 2 – DEFINITIONS

- 2.01 “Code” means The Labour Relations Code, as amended from time to time.
- 2.02 “Union” means The Alberta Union of Provincial Employees.
- 2.03 “Chapter” means Local 047, Chapter 023 of the Alberta Union of Provincial Employees.
- 2.04 “Employer” shall mean Extendicare/Holyrood.
- 2.05 “Employee” means a person covered by this Collective Agreement and employed by the Employer.
- (a) Full-time Employee is an Employee who is scheduled to work 75 hours biweekly averaged over an Employee’s shift rotation exclusive of an unpaid meal period pursuant to a posting for a permanent position under Article 32.
- (b) Part-time Employee is an Employee who is scheduled to work less than 75 hours biweekly averaged over an Employee’s shift rotation exclusive of an unpaid meal period pursuant to a posting for a permanent position under Article 32.
- (c) “Casual Employee” is an Employee who works on a call-in basis, and does not appear on the schedule on a regular and continuing basis except, for the purpose of replacement of part-time or full-time Employees when it is known in advance that such a replacement assignment is necessary.
- 2.06 “Basic Hourly Rate of Pay” means the rate of pay applicable to an Employee as set out in Schedule A.
- 2.07 “Shift” shall mean a daily tour of duty exclusive of overtime hours. The first shift of the day shall be that shift in which the majority of hours fall between midnight and 0800 hours.
- 2.08 “Shift Rotation” shall mean the period of time over which a Full or Part-time Employee’s schedule repeats itself. In those cases where the shift rotation does not repeat itself for a Full or Part-time Employee, the term shall be understood to be a period of twelve (12) weeks.

- 2.09 (a) “Care Aide” is an Employee who has not successfully completed an accredited health care aide program.
- (b) “Health Care Aide” is an Employee who has successfully completed an accredited health care aide program or its equivalent as determined by the Employer.
- (c) “Licensed Practical Nurse” is an Employee who is registered as a Licensed Practical Nurse pursuant to the Health Professions Act of Alberta.
- (d) “Registration” shall take meaning from the Health Professions Act of Alberta.
- 2.10 “Union Representative” means a person employed by the Union who is not an Employee of the Employer who is authorized by the Union to conduct business with the Employer or its Employees.
- 2.11 Whenever the singular or feminine is used in this Collective Agreement it shall be considered as if the plural or masculine has been used where the context so requires.

ARTICLE 3 – STRIKE AND LOCKOUTS

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

ARTICLE 4 – UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole bargaining agent for and the Collective Agreement and shall apply to all employees covered by this Collective Agreement as described in the certificate of the Labour Relations Board No. 133-2003.
- 4.02 No Employee will be required to make any written or verbal agreement which is in conflict with this Collective Agreement.
- 4.03 Employees shall be permitted to wear a Union logo pin during all hours of employment.
- 4.04 The Union shall be given the opportunity to provide a Union orientation of not more than fifteen (15) minutes during the orientation period on the Employer’s time. Where possible, the Employer shall provide one (1) weeks notice of orientation sessions.

- 4.05 The Employer will prepare the Collective Agreement for the parties' signature upon exchange of written notice of ratification. Printing of the Collective Agreement shall be arranged between the parties. The Employer and the Union shall split the cost of printing copies of the Collective Agreement. A copy of the Collective Agreement shall be provided by the Union to each Employee on commencement of employment.
- 4.06 The Employer shall provide a bulletin board which shall be placed so that all Employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to Employees. The Union shall not post material(s) damaging to the Employer and the Union agrees to remove any material(s) which the Employer considers objectionable. The Employer shall not unreasonably object to Union notices.
- 4.07 A request by any Employee for a Union Representative at a meeting which the Employer designates as being investigatory or disciplinary shall not be denied. The Employer will notify the Employee of their right to Union representation prior to the meeting.

ARTICLE 5 – UNION MEMBERSHIP AND PAYMENT OF DUES

- 5.01 Membership in the Union shall be voluntary.
- 5.02 The Employer will, as a condition of employment, deduct from the basic earnings of each Employee covered by this Collective Agreement dues as determined by the Union.
- 5.03 Deductions of the dues for all Employees shall commence with the first pay period of employment.
- 5.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by the Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 5.05 (a) The Employer agrees to remit to the Central Office of the Union the amount of dues that have been deducted from the pay of all Employees by the first (1st) working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
- (b) The Employer will provide to the Union a list in a printed form or on magnetic disc or on tape file with the monthly dues remittance showing each Employee's name, employee number, current deduction and year to date dues deductions.

- 5.06 The Employer will record the amount of individual dues deducted on T-4 slips issued for income tax purposes.

ARTICLE 6 – TIME OFF FOR UNION BUSINESS

- 6.01 The Employer may grant leave of absence without pay to Employees to attend Union conventions, seminars, education classes or other Union business. Request for leave shall be submitted in writing with as much advance notice as possible and will be subject to the efficient operation of the facility. Requests for leave will not be unreasonably denied.
- 6.02 (a) The parties agree that union leave granted under the terms of the Collective Agreement is without pay unless otherwise agreed to.
- (b) To facilitate the administration of union leave as provided for within the Collective Agreement, where such leave has been granted, the Employer will continue the salary of the Employee during such leave. In turn, the Employer shall invoice the Union for the Employee's salary or the replacement salary costs, whichever is greater, and other related costs which the Union shall pay within twenty-one (21) days of receipt of the Employer's invoice.
- 6.03 The Employer agrees that where permission has been granted by the Employee's Supervisor for the Employee to leave their employment temporarily in order to assist with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- 6.04 Employees who are elected or selected for any position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay and shall continue to accrue seniority.
- 6.05 Two (2) Employee members of the Negotiating Committee may attend bargaining. The Employer will pay the regular rate of pay for one (1) of the Employee members of the Negotiating Committee for all regularly scheduled working hours lost due to attending negotiations up to and including conciliation. The Union may request additional Employee members to the Negotiating Committee to attend bargaining. Such request by the Union shall not be unreasonably denied.

ARTICLE 7 – MANAGEMENT RIGHTS

- 7.01 The Employer reserves all rights not otherwise abrogated or restricted in this Collective Agreement.

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

ARTICLE 8 – UNION/MANAGEMENT COMMITTEE

- 8.01 The parties to this Collective Agreement recognize the benefits which can be derived from a Union/Management Committee.
- 8.02 At either parties request a Union/Management Committee (“Committee”) shall be established to deal with matters of mutual concern which may arise from time to time. It is recognized that the purpose of the Committee is to promote joint problem solving.
- 8.03 The Committee shall be comprised of representatives of the Chapter and the Employer with a maximum of three (3) Employer representatives and a maximum of three (3) Union Members. It is understood that the Employees who represent the Chapter on the Committee will be employed at the facility. A Union Representative has the right to attend Union/Management Committee meetings. However, if a Union Representative attends, she will replace a Union Member, the intent being that a meeting will not involve more than three (3) representatives of each party.
- 8.04 The Committee shall meet as and when required upon request of either party, within seven calendar days. An agenda for each meeting will be circulated prior to the meeting. Minutes of each meeting will be kept. The minutes will be approved by both parties and posted on the Union bulletin board.
- 8.05 The Committee shall not have jurisdiction over wages or any matter of collective bargaining.
- 8.06 A Union Steward shall not suffer any loss of pay for time spent at such Union/Management Committee meeting.

ARTICLE 9 – OCCUPATIONAL HEALTH & SAFETY

- 9.01 The Employer shall establish an Occupational Health & Safety Committee. An Employee may sit on the Committee. Such Employee shall not suffer any loss of pay for time spent at such Committee meeting.
- 9.02 The Committee shall meet at least quarterly or more frequently if required by either Party at a mutually acceptable hour and date.
- 9.03 Once established, the Committee will develop its terms of reference, which shall include the scope of the Committee's responsibility and accountabilities.
- 9.04 The Committee shall be comprised of representatives of the Chapter and the Employer with a maximum of three (3) Employer representatives and three (3) Union Members.

ARTICLE 10 – DISCRIMINATION

- 10.01 The Employer and the Union agree to abide by the Human Rights, Citizenship and Multiculturalism Act as amended. It is agreed there will be no discrimination, restriction or coercion exercised or practiced on the part of the Employer or the Union with respect to any Employee by reason of sexual preference, membership or non-membership or activity in the Union or in respect to any of the listed grounds in the aforementioned Act including age, race, colour, religious or political beliefs, creed, gender, physical or mental disability, place of origin, marital status or ancestry. For the purposes of this Article, the parties agree that the defenses and definitions of the aforementioned Act are applicable.

ARTICLE 11 – DISCIPLINE AND DISMISSAL

- 11.01 Unsatisfactory conduct and/or performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's personnel file but not serious enough to warrant suspension or dismissal may result in a written warning to the Employee and a copy to the Union within fifteen (15) days, or such longer period as is reasonably necessary, of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's personnel file.
- 11.02 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the disciplinary action being taken. The suspension or dismissal shall be taken within fifteen (15) days, or such longer period as is reasonably necessary, of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act.

- 11.03 The Employee shall be given the opportunity to sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice.
- 11.04 An Employee who has been subject to disciplinary action may, after twelve (12) months of continuous service from the date the disciplinary measure was invoked, excluding any period of leave of absence, request in writing that her personnel file be cleared of the 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 twelve (12) month period of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.
- 11.05 The procedures stated in clause 11.01 and 11.02 do not prevent immediate suspension or dismissal for just cause.
- 11.06 In the event that an Employee is reported to her or his licensing body by the Employer, the Employee shall be so advised and, unless otherwise requested, a written copy shall be forwarded to the Union forthwith.
- 11.07 Except for the dismissal of an Employee serving a probationary period, no Employee shall be disciplined, suspended or terminated without just cause.
- 11.08 For the purposes of this article, periods of time referred to in days shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays (as specified in Article 25).

ARTICLE 12 – UNION STEWARDS

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

ARTICLE 13 – PROBATIONARY PERIOD

- 13.01 A new Employee shall serve a probationary period of four hundred and eighty (480) hours worked from the date of hire. If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period with recourse to the grievance procedure up to and including Step 2 only. The Employer shall keep the Employee advised of her progress during the probationary period.
- 13.02 The Employer shall provide a written evaluation of each probationary Employee at the approximate mid-point of her probationary period.
- 13.03 The probationary period may be extended an additional three hundred and sixty (360) hours worked. An Employee's probationary period shall only be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 14 – PERFORMANCE APPRAISALS

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

ARTICLE 15 – PERSONNEL FILES

- 15.01 (a) By appointment made at least twenty-four (24) hours in advance, an Employee may view her personnel file.
- (b) A representative of the Union, upon written consent of the Employee, may view the Employee's personnel file for purposes of investigating an individual grievance or disciplinary matter.
- (c) An Employee, at her request, may be accompanied by a Union Representative or Union Steward when reviewing her personnel file.

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

15.03 There shall be only one (1) personnel file for each Employee.

ARTICLE 16 – GRIEVANCE PROCEDURE

16.01 Communication

- a) Any notice, decision or response, which the Employer is required to give to the Union in respect to any matter referred to in this Article shall be sufficient if delivered to a Union Representative or Union Steward.
- b) If the Union wishes to submit a grievance to Arbitration as set out in this Article, they shall notify the Director of Human Resources, Administrator and Regional Director.
- c) The hearing of grievances up to and including Step 3 shall be with no loss of pay for the grievor.

16.02 Time Periods

- a) For the purpose of this Article, the period of time referred to in days shall be deemed to mean such period of time calculated as consecutive days exclusive of Saturdays, Sundays and Named Holidays as specified in Article 25.
- b) Time limits may be extended by mutual agreement of the Parties in writing.

16.03 Definition

A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A grievance may be an individual grievance (which shall be initiated at Step 1 except in cases of suspension or dismissal which will commence at Step 2), a group grievance (which will be initiated at Step 2) or a policy grievance by the Employer or Union (which shall be initiated at Step 2).

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

Informal Discussion

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

Step 1

An Employee who has a grievance shall submit the grievance in writing to her immediate supervisor outside the bargaining unit within ten (10) days of the incident giving rise to the grievance. At this point the immediate supervisor and the Employee will discuss the grievance with a view to resolving it. An Employee shall have the right to have a Union Steward present during the discussions at this Step. Within seven (7) days of the discussion under Step 1, the Employee's supervisor or designate shall respond in writing to the grievor.

Step 2

If the grievance is not resolved at Step 1, the grievance shall be submitted in writing to the Administrator indicating the Articles claimed to have been violated, the nature of the grievance and the redress sought. The grievance shall be submitted to the Administrator within seven (7) days of the written response under Step 1. The Administrator and a supervisor shall meet with the grievor and the Union Steward or Union Representative to discuss the grievance. The meeting shall be held within seven (7) days of the Administrator's receipt of the grievance. The decision of the Administrator shall be given to the Union Steward in writing within seven (7) days of the meeting.

In the case of a suspension or dismissal grievance, the grievance shall be submitted to the Administrator within seven (7) days of the suspension or dismissal.

In the case of a group or policy grievance, the grievance shall be submitted to the Administrator within seven (7) days of the incident giving rise to the grievance. If the grievance is initiated by the Employer, the grievance shall be submitted to the Union Representative within seven (7) days of the incident giving rise to the grievance.

Step 3

If the grievance is not resolved at Step 2 the grievance shall be submitted in writing to the Regional Director within seven (7) days of the receipt of the Administrator's decision at Step 2. The Regional Director and the Administrator will meet with the grievor and the Union Steward or Union Representative to discuss the grievance. The meeting shall be held within seven (7) days of the Regional Director's receipt of the grievance. The decision of the Regional

Director shall be given to the Union Steward in writing within seven (7) days of the meeting.

Step 4 – Arbitration

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

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

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

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

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

After a single arbitrator has been selected or the Arbitration Board has been informed in accordance with the above procedure, he/they shall meet with the Parties and hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within ninety (90) days after the completion of the hearing.

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

The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.

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

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

16.05 Default

- (a) Should the Employee or the Union fail to comply with any time limits in the Grievance Procedure, the grievance will be considered conceded and shall be abandoned unless the Parties have mutually agreed, in writing, to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the Grievance Procedure, the grievance will 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.

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

ARTICLE 17 – ACTING INCUMBENCY

17.01 An Employee required by the Employer to replace another Employee in a classification within the Bargaining Unit which is assigned a higher pay grade, for one (1) shift or longer, shall be paid at the rate of the higher classification that provides her with an increase in her basic rate of pay.

17.02 An Employee required by the Employer to temporarily replace another Employee in a classification within the Bargaining Unit which has assigned a lower pay grade, shall not have her basic rate of pay adjusted.

ARTICLE 18 – SENIORITY

18.01 Seniority shall be bargaining unit wide.

- 18.02 (a) Seniority will be the ranking of Employees based on seniority hours accrued since the most recent date of employment with the Employer.
- (b) Effective June 25, 2004, seniority hours will be accrued on all hours paid by the Employer and regularly scheduled hours absent on Union business.
- (c) An Employee's seniority prior to June 25, 2004, shall be those hours recorded by the Employer since the Employee's most recent date of hire.

18.03 The seniority list will be updated by the Employer no later than February 15 and August 15 of each calendar year thereafter. Copies of the seniority lists will be provided to the Union Representative following posting.

18.04 If an Employee does not notify the Employer that, in her view, her seniority calculation is inaccurate within four (4) weeks of such posting, the seniority list will be deemed by the parties to be accurate.

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

18.05 An Employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if the Employee:

- (a) resigns or retires; or
- (b) is discharged for just cause and not reinstated; or
- (c) overstays a leave of absence (paid or unpaid) without written permission unless a reason satisfactory to the Employer is provided; such permission shall not be unreasonably denied; or
- (d) fails to reply to a recall notice within seven (7) days pursuant to Article 19 (Layoff and Recall Procedure) unless a reason satisfactory to the Employer is provided; or
- (e) is absent for two (2) consecutive days without notifying the Employer; the Employee shall be considered to have resigned unless a reason satisfactory to the Employer is provided; or
- (f) is laid off in excess of one (1) year and is not on reduced hours; or
- (g) is promoted to a position outside the Bargaining Unit and does not return to her position within six (6) months from the date of promotion.

ARTICLE 19 – LAYOFF AND RECALL

- 19.01 (a) The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how the layoff will take place, review an updated seniority list, and discuss other relevant factors the parties agree upon.
- (b) When, in the opinion of the Employer, it becomes necessary to displace or layoff an Employee(s) or reduce Full or Part-time Employee(s) posted hours of work, the Employer will give the Employee(s) at least fourteen

(14) calendar days notice in writing and where that is not possible the Employee(s) shall be paid up to two (2) weeks pay in lieu thereof based on regularly scheduled hours except in the case of Casual Employees for whom the Employer shall not be required to give notice. If the Employee is not laid off on the exact date specified in the original notice of layoff and is not in fact laid off until after the originally specified date, no new notice of layoff is required and no pay in lieu thereof is owing.

- (c) A consultation meeting with an Employee (who is to be laid off or displaced), the Employer and a Union Representative shall be held at which time the Employee shall indicate her choice of a vacant position (in the bargaining unit, if one exists, subject to Article 32) for which she has the skill, training, knowledge and ability to perform the work, or may choose to displace a less senior Employee in the same status (full or part-time) for which she has the skill, training, knowledge and ability to perform the work. If such Employee is full-time and there are no other full-time positions, she may displace a less senior Employee who is part-time. Where an Employee chooses not to displace or is unable to displace a less senior Employee, she shall be laid off pursuant to the notice given under clause 19.01 (b).

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

- 19.03 (a) All full-time, part-time and temporary vacancies shall be posted and filled in accordance with Article 32.
- (b) Where there are no applicants for a posted vacancy or there are no suitable applicants, the most senior Full or Part-time Employee on layoff who has the skills, training, knowledge and ability to perform the work shall be offered the position.
- (c) The method of recall shall be by telephone and if contact with the Employee is not accomplished, by double registered letter sent to the Employee's last place of residence on file or by personal delivery of same. When dispatched by double registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. The Employee so notified within seven (7) days of delivery shall:
- (i) notify the Employer that she shall report for work as directed;

- (ii) notify the Employer that she does not intend to return;
- (iii) return to work at a date mutually agreed between the Employer and the Employee; or
- (iv) indicate that she does not wish to accept this recall, but would like to stay on the recall list.

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

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

19.05 Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, does not respond to notice of recall pursuant to clause 19.03, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.

19.06 At the meeting held in accordance with clause 19.01 (a), a protocol with respect to casual shifts shall be discussed for use during the time period which Employees are on layoff or reduced hours for the recall period.

19.07 The operation of this Article, including revision to shift schedules caused by layoff or displacement, shall not constitute a violation of the terms of this Collective Agreement.

19.08 No new Full or Part-time Employees will be hired until all Employees on layoff who have the requisite skills, training, knowledge and ability have been given an opportunity of recall.

19.09 Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.

ARTICLE 20 – HOURS OF WORK

- 20.01 (a) (i) The regular work shift for Full-time Employees shall be seven point five (7.5) hours per day or seventy-five (75) hours bi-weekly averaged over an Employee's shift rotation exclusive of an unpaid meal period.
- (ii) The regular work shift for Full-time LPN's shall be seven point seven-five (7.75) hours per day or seventy-seven point five (77.5)

hours bi-weekly averaged over a LPN's shift rotation exclusive of an unpaid meal period.

- (b) The regular work shift for Part-time Employees shall be up to seven point five (7.5) hours per day (seven point seven-five (7.75) hours per day, up to seventy-seven point five (77.5) hours bi-weekly for LPN's) or up to seventy-five (75) hours bi-weekly averaged over an Employee's shift rotation exclusive of an unpaid meal period.
 - (c) The regular work shift for Casual Employees shall be up to seven point five (7.5) hours per day (seven point seven-five (7.75) hours per day, up to seventy-seven point five (77.5) hours bi-weekly for LPN's) or up to seventy-five (75) hours bi-weekly averaged over fourteen (14) calendar day period exclusive of an unpaid meal period.
 - (d) The Employer will make reasonable efforts not to schedule shifts of less than four (4) hours excluding relief or call-in assignments.
- 20.02 (a) Employees shall be granted one (1) fifteen minute paid rest period in each half of a seven point five (7.5) hour shift.
- (b) Employees shall receive a thirty (30) minute unpaid meal period for all shifts of five (5) hours or more.
 - (c) Employees shall be allowed to take their unpaid meal period uninterrupted by the Employer except in cases of emergency.
 - (d) The actual times at which an Employee shall take meal periods and rest breaks will be determined by the Employer. It is understood that meal periods and rest periods will not be combined.
- 20.03 Employees who wish to leave the facility at meal times shall inform her Supervisor.
- 20.04 (a) Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules shall provide for:
- (i) at least fifteen and one-half (15½) hours off duty between shifts;
 - (ii) not more than six (6) consecutive scheduled days of work;
 - (iii) for Full-time Employees, when possible, at least two (2) consecutive days of rest.
- (b) Except by mutual agreement between the Employer and the Union, an Employee shall receive at least one (1) weekend off in two (2) averaged

over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purposes of this Article.

- 20.05 (a) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When the Employer requires a change in the scheduled days of work with less than seven (7) calendar days notice, the Employee shall be paid at time and one-half (1-1/2x) for all hours worked on the first shift of the changed schedule.
- (b) Employee requests for shift changes must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances. Such shift changes shall not be considered as non-compliance with the scheduling provisions of this Article and overtime pay provisions of Article 21 are not applicable under these circumstances.
- (c) Where the Employer permits Employees to exchange shifts of the same shift length within the same job classification, the Employer shall not be liable for non-compliance with the scheduling provisions of the Collective Agreement, including Articles 20 and 21, arising with the shift exchange.
- 20.06 Those Employees working the night shift when the change from Daylight Time to Standard Time occurs shall be paid overtime for all hours worked over seven point five (7.5) hours in a shift and Employees working the night shift when the change from Standard Time to Daylight Time occurs shall be paid their basic hourly rate of pay for all hours worked.
- 20.07 (a) If an Employee, who is scheduled to work, reports to work and is notified that no work is available, she shall be guaranteed a minimum of three (3) hours wages whether required to remain at the home or to leave immediately.
- (b) If an Employee is called into work within one (1) hour of the starting time of a shift and the Employee commences work within one (1) hour of the call, then the Employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in, subject to use of sick leave, if applicable.
- 20.08 (a) The Employer will endeavour to provide hours of work to all Casual Employees.
- (b) All Employees shall be available to work either Christmas Day or New Years Eve each year.

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

ARTICLE 21 – OVERTIME

21.01 (a) Overtime is all time authorized by the Employer or designated charge person and worked by an Employee in excess of seven point five (7.5) hours per day (seven point seven-five (7.75) hours per day in the case of LPNs) or seventy-five (75) hours (seventy-seven point five (77.5) hours in the case of LPNs) bi-weekly averaged over an Employee's shift rotation.

Effective May 30, 2007:

- (b) Overtime as set out in clause 21.01(a) shall be paid as follows.
- (1) On a regular work day, the rate of one and one-half times (1½X) the Employee's basic hourly rate of pay for the first two (2) hours and double time (2X) the Employee's basic hourly rate of pay for all hours worked thereafter in any given shift.
 - (2) On a regular scheduled day off, full-time Employees required to work on scheduled days off shall be paid:
 - (i) for the first scheduled day off worked, at one and one-half times (1½X) the Employee's basic hourly rate of pay for the first two (2) hours and double time (2X) for all hours worked thereafter for any given shift, and
 - (ii) for the second and subsequent consecutive scheduled day off worked, at double time (2X) the Employee's basic hourly rate of pay for all hours worked thereafter in any given shift,

unless the Employee is given at least seven (7) calendar days notice of the change in schedule.

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

21.03 (a) Where mutually agreed by the Employer and the Employee, the Employee may receive time off in lieu. Such time off shall be equivalent to the actual time worked multiplied by the applicable overtime rate. Banked overtime shall be taken in full shifts as scheduled at a time mutually agreed by the Employee and the Employer. Overtime may be accumulated to a maximum of thirty-seven point five (37.5) hours (thirty-eight point seven-

five (38.75) hours in the case of a LPN) at any one time. Any overtime in excess of thirty-seven point five (37.5) hours (thirty-eight point seven-five (38.75) hours in the case of a LPN) shall be paid as earned. All accumulated overtime must be requested prior to January 31 of each calendar year for use by March 31 of the same calendar year.

- (b) Failing mutual agreement under clause 21.03(a), the Employer shall pay to the Employee overtime in accordance with Article 21.

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

21.05 Failure to provide fifteen and one-half (15½) hours off duty between scheduled shifts as required in 20.04 (a)(i) will result in payment of overtime for hours worked during the normal rest period.

21.06 In the event an Employee works a double-shift without notice prior to her commencing her original shift, she shall be provided with a meal during the second shift at no cost.

21.07 There shall be no pyramiding of overtime.

ARTICLE 22 – WEEKEND AND SHIFT PREMIUM

22.01 Weekend Premium

An Employee shall be paid, in addition to her basic rate of pay, a weekend premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked between 1500 hours Friday and 0700 hours Monday.

Effective May 28, 2010, replace the above paragraph with the following.

- (a) For the job classifications of Licensed Practical Nurse, Health Care Aide, Care Aide, Recreation Aide, Rehabilitation Aide, and Unit Clerk only, the Employee shall be paid, in addition to her basic hourly rate of pay, a weekend premium of two dollars and seventy-five cents (\$2.75) per hour for all hours worked between 1500 hours Friday and 0700 hours Monday.
- (b) For all other job classifications, the Employee shall be paid, in addition to her basic hourly rate of pay, a weekend premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked between 1500 hours Friday and 0700 hours Monday.

Effective January 1, 2011, replace the above paragraph (a) with the following.

- (a) For the job classifications of Licensed Practical Nurse, Health Care Aide, Care Aide, Recreation Aide, Rehabilitation Aide, and Unit Clerk only, the

Employee shall be paid, in addition to her basic hourly rate of pay, a weekend premium of three dollars and twenty-five cents (\$3.25) per hour for all hours worked between 1500 hours Friday and 0700 hours Monday.

- (b) For all other job classifications, the Employee shall be paid, in addition to her basic hourly rate of pay, a weekend premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked between 1500 hours Friday and 0700 hours Monday.

22.02 Shift Premium

A shift premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Employees for each hour worked where the majority of the hours fall between fifteen hundred (1500) hours and zero seven hundred (0700) hours.

Effective May 28, 2010, replace the above paragraph with the following.

- (a) For the job classifications of Licensed Practical Nurse, Health Care Aide, Care Aide, Recreation Aide, Rehabilitation Aide, and Unit Clerk only:
 - (i) A shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid to Employees working a shift where the majority of the hours of the shift falls between fifteen hundred (1500) hours and twenty three hundred (2300) hours.
 - (ii) A shift differential of three dollars (\$3.00) per hour shall be paid to Employees working a shift where the majority of the hours of the shift falls between twenty three hundred (2300) hours and zero seven hundred (0700) hours.
- (b) For all other job classifications, a shift differential of two dollars and twenty-five cents (\$2.25) per hour shall be paid to Employees working a shift where the majority of the hours of the shift falls between fifteen hundred (1500) hours and zero seven hundred (0700) hours.

Effective January 1, 2011, replace the above paragraph (a)(ii) with the following.

- (a) For the job classifications of Licensed Practical Nurse, Health Care Aide, Care Aide, Recreation Aide, Rehabilitation Aide, and Unit Clerk only:
 - (i) A shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid to Employees working a shift where the majority of the hours of the shift falls between fifteen hundred (1500) hours and twenty three hundred (2300) hours.
 - (ii) A shift differential of four dollars (\$4.00) per hour shall be paid to Employees working a shift where the majority of the hours of the

shift falls between twenty three hundred (2300) hours and zero seven hundred (0700) hours.

- (b) For all other job classifications, a shift differential of two dollars and twenty-five cents (\$2.25) per hour shall be paid to Employees working a shift where the majority of the hours of the shift falls between fifteen hundred (1500) hours and zero seven hundred (0700) hours.

ARTICLE 23 – UNIFORM ALLOWANCE

23.01 All employees shall receive a clothing allowance of three dollars (\$3.00), based on one hundred and sixty two point five (162.5) Employer paid hours (equivalent of one month of full-time work). The uniform allowance shall be paid to employees no less than two (2) times per year.

ARTICLE 24 – IN-SERVICE PROGRAM

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

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

ARTICLE 25 – NAMED HOLIDAYS

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

- | | |
|-----------------------|---------------------|
| 1. New Year’s Day | 7. Labour Day |
| 2. Alberta Family Day | 8. Thanksgiving Day |
| 3. Good Friday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. Civic Holiday | |

Effective January 1, 2007, in addition to the foregoing Named Holidays, Full-time Employees on staff at January 1 shall be granted two (2) float holidays annually. The float holidays shall be taken at a time mutually agreed upon by the Employee and the Employer prior to December 31 in the calendar year the float holidays are earned. Agreement with the Employee’s preference as to the choice of the float holidays will not be unreasonably withheld.

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

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

25.03 A Full-time Employee obliged to work on a Named Holiday shall be paid for all hours worked at time and one-half (1-1/2 x) her basic rate of pay plus:

- (a) an alternate day off with regular pay at a mutually agreed time; such time off to be taken within thirty (30) days; or
- (b) the Employee may receive payment for such day at her basic rate of pay.

Effective January 1, 2010, replace the above clause with the following.

- (a) Excluding Christmas Day, a Full-time Employee obliged to work on a Named Holiday shall be paid for all hours worked at time and one half (1½X) her basic hourly rate of pay.
- (b) A Full-time Employee obliged to work on Christmas Day shall be paid for all hours worked at double time (2X) her basic hourly rate of pay.
- (c) A Full-time Employee obliged to work on a Named Holiday shall also be entitled to an alternate day off with regular pay at a mutually agreed time, such time off to be taken within thirty (30) days of the Named Holiday, or by mutual agreement, the Employee may receive payment for such day at her basic hourly rate of pay.

25.04 When a Named Holiday falls on a day that would otherwise be a Full-time Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in clause 25.03.

25.05 Subject to clause 25.09, Part-time Employees shall be paid four point two-three percent (4.23%) of their regular hours in lieu of general holiday pay in each pay period.

25.06 A Part-time or Casual Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1½X) her basic rate of pay.

Effective January 1, 2010, replace the above clause with the following.

- (a) Excluding Christmas Day, a Part-time or Casual Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1½X) her basic hourly rate of pay.

- (b) A Part-time or Casual Employee obliged to work on Christmas Day shall be paid for all hours worked on that Named Holiday at double time (2X) her basic hourly rate of pay.

25.07 When a Named Holiday falls during an Employee’s annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in clause 25.03.

25.08 Casual employees will be entitled to general holiday pay if they have worked at least five (5) of the preceding nine (9) days that bear the same name as the day on which the general holiday occurs. General holiday pay will be based on the regular hours on these five (5) or more days.

25.09 An Employee is not entitled to general holiday pay if she:

- (a) has worked for the Employer for less than thirty (30) days during the previous twelve (12) months;
- (b) does not work on a general holiday when scheduled to do so, unless the absence is due to illness verified by a medical doctor’s certificate;
- (c) is absent on a general holiday and in receipt of bereavement pay, sick pay, jury duty pay, workers compensation;
- (d) is absent from work without the consent of the Administrator on her scheduled shift immediately preceding and immediately following a general holiday; or
- (e) is on a leave of absence in excess of two (2) weeks.

ARTICLE 26 – ANNUAL VACATION

26.01 (a) For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year. Employees will be granted vacation based on the number of years of service completed by June 30th.

<u>Length of Service</u>	<u>Time Entitlement</u>	<u>Vacation Pay</u>
More than one (1) year of service as of June 30 th	Two (2) calendar weeks	4% of gross earnings
More than three (3) years of service as of	Three (3) calendar weeks	6% of gross earnings

June 30th

More than six (6) years of service as of June 30 th	Four (4) calendar weeks	8% of gross earnings
More than twelve (12) years of service as of June 30 th	Five (5) calendar weeks	10% of gross earnings
More than twenty (20) years of service as of June 30 th	Six (6) calendar weeks	12% of gross earnings

Percentage paid on gross earnings (as at June 30th).

An Employee not having a year of service prior to the commencement of the vacation period shall be allowed vacation at the rate of one (1) working day for each completed month of service not to exceed ten (10) working days, with vacation pay at 4% of gross earnings.

(b) Supplementary Vacation

Effective the last vacation year within the Collective Agreement term expiring December 31, 2012:

(i) Full-time Employees:

Upon reaching her employment anniversary of thirty (30) years of continuous service with the Employer, a full-time Employee shall receive a one-time additional five (5) vacation days (called supplementary vacation).

Supplementary vacation is subject to scheduling consistent with clause 26.03 and is available for use during the vacation year in which the employee receives the supplementary vacation and that vacation year which follows.

Supplementary vacation pay shall be calculated as a percentage of gross earnings consistent with clause 26.01(a) above.

(ii) Part-time Employees:

Upon reaching her employment anniversary of thirty (30) years of continuous service with the Employer, a part-time Employee shall

receive additional vacation days (called supplementary vacation) as calculated in hours per the following formula.

$$\begin{array}{r} \text{Hours paid at the basic} \\ \text{hourly rate of pay during the} \\ \text{Employee's 30}^{\text{th}} \text{ year of} \\ \text{employment} \end{array} \times 2\% = \text{Supplementary} \\ \text{Vacation Hours}$$

Supplementary vacation is subject to scheduling consistent with clause 26.03 and is available for use during the vacation year in which the employee receives the supplementary vacation and that vacation year which follows.

Supplementary vacation pay shall be calculated as a percentage of gross earnings consistent with clause 26.01(a) above for part-time Employees.

- 26.02 An Employee shall be entitled to an unbroken period of vacation equal to her entire vacation entitlement unless otherwise mutually agreed between the Employer and the Employee, subject to the application of clause 26.03(f).
- 26.03 (a) All Employees shall apply in writing for the vacation period preferred by them. Preference of choice of vacation dates shall be determined by seniority of service in the Employee's classification.
- (b) All Employees shall indicate their choice of vacation period(s) between February 1st and March 31st of each vacation year.
- (c) The Employer shall respond, in writing, to the vacation request by May 1st.
- (d) Any Employee who fails to submit their vacation requests by March 31st shall lose their choice by seniority.
- (e) For vacation requests outside of the period in clause 26.03(b), the Employer shall respond, in writing, within fourteen (14) calendar days of the request.
- (f) The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks annual vacation entitlement during July and/or August. No Employee shall be allowed more than two (2) weeks in July or August until all staff have had an opportunity for two (2) weeks vacation in July or August.
- (g) If an Employee does not request her outstanding vacation entitlement by March 1st of the current vacation year, the Employer shall notify the Employee, requesting the Employee to indicate their choice of vacation

time by April 1st. If by April 1st of the current vacation year the Employee does not request her outstanding vacation entitlement, the Employer has the right to schedule the vacation with pay.

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

26.04 No Employee may continue to work and draw vacation pay in lieu of taking her vacation.

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

26.06 Vacation time earned shall be scheduled and granted on a year round basis, expect between December 15th and January 5th, when there may be some restriction.

26.07 Effective the first full vacation year following May 30, 2007, in lieu of paid vacation, Casual Employees shall be paid on each pay cheque, in addition to their basic rate of pay, vacation pay equal to the appropriate percentage set out in clause 26.01.

ARTICLE 27 – LEAVE OF ABSENCE

27.01 General Policies Governing Leaves of Absence

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

- (a) Applications for leave of absence shall be submitted in writing to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return. A false statement in an application for leave of absence or neglect to return at the end of the leave may result in a discipline up to and including dismissal of the employment which shall be reported to the Union.
- (b) Leaves of absence may be granted at the discretion of the Employer. Approval for leaves will be subject to the regular operation of the facility and will not be unreasonably denied. Leave of absence may be extended with the approval of the Employer. Requests for extension of leave will be made in writing as outlined in clause 27.01(a).

An Employee shall not work for gain during a leave of absence except with the express consent of the Employer.

- (c) Employees shall not be entitled to named holidays with pay which may fall during the leave of absence without pay.
- (d) During any approved leave of absence without pay, the Employer agrees to continue benefit premium contributions for the month in which the leave commences. Subject to the approval of the benefit carrier, the Employee may continue benefit coverage during such leave by notifying the Employer of her intention and by submitting payment for the full premium costs to the Employer no later than the first day of the month for which coverage is required. Failure to remit payment required shall result in cancellation of the benefits.

27.02 Bereavement Leave

- (a) Upon the death of an Employee's spouse, child, brother, sister, parent, parents-in-law, grandparents, legal guardian, sister-in-law, brother-in-law and step-children of the Employee, the Employee shall be granted up to five (5) consecutive calendar days bereavement leave without loss of pay. Spouse shall include common-law and/or same sex relation.
- (b) In the event of a death of another relative or close friend, the Employer shall (subject to operational requirements) grant up to one (1) working day off without pay to attend funeral services.

27.03 Maternity and Parental Leave

- (a) An Employee who has completed six (6) months of continuous employment shall, upon written request, be granted up to fifteen (15) weeks of maternity leave and up to thirty-seven (37) weeks parental leave. Such leaves must be taken consecutively.
- (b) A pregnant Employee should apply for maternity leave as soon as possible prior to the Employee's expected date of delivery, but in any case, shall give the Employer at least twenty-eight (28) calendar days notice, in writing, of the date of which the Employee intends to commence maternity leave.
- (c) Maternity leave and parental leave shall be without pay or benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave credits, if any.
- (d) An Employee, who is the parent of a newborn or newly adopted child, who has completed six (6) months of continuous employment shall, upon written request, be granted up to thirty-seven (37) weeks of parental leave.

- (e) An Employee shall provide twenty-eight (28) days notice, in writing, of the date of which the Employee intends to commence parental leave.
- (f) An Employee may commence parental leave in the case of adoption upon one (1) day's notice, provided that the request for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption. An Employee otherwise requesting parental leave may commence parental leave upon one (1) day's notice provided the initial request for such leave was made in accordance with clause 27.03(e).
- (g) Parental leave may begin at any time after the birth or adoption of the child, but it must be completed within fifty-two (52) weeks of the date a child is born or an adopted child is placed with the parent.
- (h) An Employee on maternity or parental leave shall provide the Employer with at least twenty-eight (28) calendar days notice of their readiness to return to work, following which the Employer will reinstate him/her in the same or equivalent posting at not less than the same step on Schedule A and with the seniority that accrued to the Employee up to the date the leave commenced.
- (i) Employees shall not be entitled to statutory holiday pay or a compensating day off in lieu of a General Holiday (Full-time Employees only) from the Employer while on a leave of absence.

27.04 Educational Leave

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

27.05 Jury or Witness Duty

- (a) In the event an Employee is required to appear before a court of law as a witness in matters arising out of her employment with the Employer, the Employee shall suffer no loss of regular earnings for the scheduled shift(s) so missed.

- (b) An Employee required by law to appear for jury selection, in Court as a member of a jury or a witness shall be allowed time off without loss of regular earnings which the Employee would have normally received based on her regular hours of work. The Employee will present proof of service and the amount of pay received for jury or witness services.
- (c) An Employee acting as a witness without a subpoena shall not be paid for such absence and shall be granted a leave of absence without pay.

27.06 Casual Employees

This Article will have no application to Casual Employees scheduled to work less than three (3) months. The provisions of 27.02 (Bereavement Leave), 27.04 (Educational Leave) and 27.05 (Jury or Witness Duty) shall apply to Casual Employees scheduled to work more than three (3) months.

27.07 An Employee on a leave of absence shall not be able to apply for a vacant position(s) unless she is able to begin the position on the date specified in the job posting.

27.08 Compassionate Care Leave

- (a) An Employee with an immediate family member in the end-stage of life shall be entitled to leave of absence without pay and benefits for a period of up to six (6) months. "Immediate family member" shall be as defined at clause 27.02(a).
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.

ARTICLE 28 – SICK LEAVE

28.01 Sick Leave credits are earned for the sole purpose of protecting Employees against loss of income, subject to the parameters of this Article, during absences due to illness or accident for which compensation is not payable under the Worker's Compensation Act and which prevents an Employee from performing their essential job requirements. Illness covered under this Article includes the health related portion of maternity leave.

28.02 Full and Part-time Employees who have completed their probationary period shall accumulate sick leave credits at the rate of eleven point two-five (11.25) hours for every one hundred and sixty two point five (162.5) hours worked to a maximum of nine hundred (900) (120 shifts x 7.5 hrs/shift) hours. However, an Employee shall not be entitled to apply sick leave credits prior to the completion of her probationary period. Employees shall cease to accrue sick leave while on unpaid leaves of absence or layoff.

- 28.03 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.
- 28.04 An Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay and the time thus paid shall be deducted from her accumulated sick leave credits up to a total amount of the Employee's accumulated credits at the time sick leave commenced.
- 28.05 It is understood that a medical doctor's certificate may be requested by the Employer for any periods of absence in excess of three (3) working days. This shall not preclude the Employer, in exceptional or extenuating circumstances, from requiring an employee to produce a medical doctor's certificate for any incident of absence. When a medical doctor's certificate is required, the Employee shall be notified during her absence from work that a medical doctor's certificate will be required upon the Employee's return to work.
- 28.06 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 28.07 Employees shall make every reasonable effort to schedule their medical appointments outside the working hours but should that not be possible, provided that she has been given proper authorization by the Employer, sick leave credits may be used for the time required for the appointment.
- 28.08 No sick leave credits shall be granted for any illness or injury which is incurred by an Employee during her vacation, however, sick leave credits shall be granted after the expiry of the Employee's vacation and provided the illness or injury continues beyond the vacation period. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of clause 28.05. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later timeframe.
- 28.09 Upon request, but not more frequently than once per year, the Employer shall advise an Employee of her accrued sick leave credits.
- 28.10 An Employee, who has exhausted her sick leave credits, during the course of an illness or injury and the injury or illness continues, may be granted a leave of absence without pay or benefits from the Employer. The Employer shall not deny such leave if the denial is contrary to the applicable legislation and the Employee shall, in the pursuit of such request for such leave of absence, comply with applicable legislation.

- 28.11 (a) During an absence pursuant to which an Employee is receiving sick leave, the Employee will notify the Employer of her intention and fitness to return to work as far in advance as possible. The Employer, after being notified that the Employee wishes to return to work, may choose to require medical evidence of fitness. Subject to such medical evidence, the Employee will be scheduled to return to work in accordance with those shifts which the Employee would have been otherwise regularly scheduled as per her posting.
- (b) In order to comply with this provision, the Employer has the discretion to revise the posted working schedule for Employees who are scheduled as replacements for Employees who are absent.
- (c) At the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
- (i) is not capable of resuming work pursuant to section (a); or
 - (ii) for whom, after a reasonable effort having been made, alternate employment is not available,

it may be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this Agreement or any law of Canada or Alberta.

28.12 An Employee whose status changes from full-time to part-time to casual will have her sick leave credits frozen and will no longer accumulate credits as per clause 28.02. She will not be able to use the “frozen” credits until her status returns either to full-time or part-time.

ARTICLE 29 – INSURANCE

29.01 Employees who have completed their probationary period are eligible to participate in any of the following Health and Welfare plans. For Employees who choose to participate, the Employer agrees to pay the following share of premium contributions for the insurance plans set out below subject to their respective terms and conditions, including any enrolment requirements.

The Employer reserves the right to change plan carrier(s). However, should the Employer decide to change plan carrier(s), the Employer will notify the Union for posting on their bulletin board.

29.02 Dental

Fifty percent (50%) of the premium cost of dental plan based on the plan carrier's schedule until such Employee retires or reaches the age of seventy (70), or until such Employee ceases to be an employee of Extencare/Holyrood whichever is earlier. Subject to carrier requirements, the dental plan should provide one hundred percent (100%) of routine preventive work (to a maximum of \$1,000/calendar year/insured person in the first year of coverage and to a maximum of \$1,500/calendar year/insured person thereafter) and fifty percent (50%) of major restorative work (to a maximum of \$1,000/calendar year/insured person in the first year of coverage and to a maximum of \$1,500/calendar year/insured person thereafter) and \$1,000 lifetime maximum of orthodontia for dependants age 6 to 18 years.

29.03 Life Insurance

One hundred percent (100%) of the premium cost of life insurance and A.D.&D. subject to carrier requirements, in the amount of one (1) times annual earnings to a maximum of \$200,000. The benefit reduces to \$3,000 maximum at age sixty-five (65). Employees over age seventy (70) are not insurable.

29.04 Extended Health Plan

The Employer will contribute fifty (50%) percent of the premium cost of the Blue Cross Extended Health Care Plan for eligible Employees.

Subject to plan carrier requirements, the plan provides for a fifteen dollar (\$15.00) deductible per calendar year, twenty percent (20%) co-insurance on drugs, semi-private and private hospital accommodation and a hearing aid maximum of five hundred dollars (\$500) every three (3) years per insured person.

29.05 Continuation of Health and Welfare Benefits

During a maternity leave, the Employer will continue to pay the Employer share of Health and Welfare premiums for a period of two (2) months following the end of the month in which the maternity leave commences. For any other leaves of absence, the Employer will continue to pay the Employer share of all Health and Welfare premiums only to the end of the month in which the leave commences. For the remaining period of the leave, benefit coverage may be continued by the Employee, provided the Employee pays the total cost of the benefit premiums to the Employer for each monthly period of the leave. If such premiums are not received by the Employer by the first day of each month of the leave, such employee's benefit coverage will be cancelled and the late or re-enrolment provision in 29.06 will apply.

29.06 Full-time and Part-time Employees who have completed their probationary period may elect to enroll in any or all of the group insurance plan(s). Employees who

have elected to enroll in a particular plan may withdraw at any time. An Employee who has not enrolled in a plan or has withdrawn may enroll in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrolment shall occur only at the sign-up opportunities in January and July of each year.

Late enrolment or re-enrolment is subject to carrier approval. Initial benefits which may be claimed are as follows:

- (a) Life and A.D. & D. – when coverage is approved.
- (b) Dental – \$250 maximum benefit/covered person during the first twelve (12) months of coverage.

29.07 Any problems with respect to the insurer(s) acknowledging or honouring any claims is a matter between the Employee and insurer. The Employer has no liability to honour claims rejected by the insurer(s).

29.08 Accrual and payment of all benefits including shared cost arrangements, for all Employees shall be on a pro-rata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly. Casual Employees who are not regularly scheduled to work shall not be entitled to any benefits including shared cost arrangements except as specified in clause 29.11. Employees who regularly work an average of at least ninety-five percent (95%) of seventy-five (75) hours bi-weekly shall be deemed to be full-time and therefore shall not be pro-rated.

29.09 Pro-rated amounts as specified in clause 29.08 will be based on seniority lists updated every six (6) months. The average hours worked during the preceding six (6) month period shall be the hours used for calculating the pro-rated amounts under clause 29.08 for the following six (6) month period.

The only exception to this calculation will be an Employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance, the Employee will immediately receive entitlement to one hundred percent (100%) of the Employer's paid share of the benefits.

29.10 The prorata percentage for newly hired Full-time and Part-time Employees will be based on the schedule of work for which these Employees are hired. This percentage will be revised if necessary, once the Employee has worked a full predetermined six (6) month period.

29.11 A Casual Employee who over a six (6) month period averages thirty-seven point five (37.5) hours per pay period or more shall be deemed a Part-time Employee during the following six (6) month period. Subject to the plan carrier requirements and in accordance with clause 29.09, the Employee may join the group benefit plans during the subsequent six (6) month period. If in the subsequent six (6)

months such Part-time Employee falls below this average, the Employee shall revert to casual status. If at any time during this six (6) month period an Employee does not earn sufficient monies to pay her portion of benefit plan premiums, she will submit payment for same to the Employer immediately.

ARTICLE 30 – WORKERS’ COMPENSATION

- 30.01 Workers’ Compensation Board (WCB) coverage will be provided by the Employer for Employees.
- 30.02 If an Employee sustains an injury in the course of her duties, with the Employer and is on an approved Workers’ Compensation claim, the Employee shall be paid ninety percent (90%) of the Employee’s regular net salary, as defined by the W.C.B., for the total period of entitlement, provided she assigns over to the Employer on proper forms the monies due to her from W.C.B.
- 30.03 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers’ Compensation. However, an Employee who has applied for Workers’ Compensation and whose application is under consideration may apply for sick leave benefits under Article 29 provided the Employee meets eligibility requirements for sick leave and has sick leave credits available. Sick leave under this Clause will be subject to the following:
- (a) The Employee will be paid at ninety percent (90%) of regular net salary as defined by the WCB for all such leave pursuant to this Clause.
 - (b) If the WCB denies the claim the Employee will be reimbursed for any additional sick leave benefits to which the Employee is entitled, and which have not been paid under this Clause. The Employee’s sick leave bank will be adjusted accordingly.
 - (c) If the WCB approves the claim, the payment from WCB will be made directly to the Employer. The Employee’s sick leave will be adjusted accordingly.
 - (d) Employees who do not have sick leave credits or whose sick leave credits are exhausted prior to approval of their WCB claim will receive payment directly from the WCB.
- 30.04 An Employee who is in receipt of Workers’ Compensation Benefits shall make arrangements to continue paying the Employee portion of benefit premiums for any benefit for which she was enrolled at time of injury subject to the terms of the benefit plans. The Employer shall also continue paying the Employer portion of benefit premiums for which she was enrolled at the time of injury.

- 30.05 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 30.06 An Employee who has been on W.C.B. who is certified by the W.C.B. to be fit to return to work on modified work shall advise the Employer immediately of her readiness to return to work.
- 30.07 The Employee shall keep the Employer advised as to the progress of her condition on an ongoing basis.
- 30.08 The provisions of clauses 30.02, 30.03, 30.04 and 30.05 shall have no application to Casual Employees.

ARTICLE 31 – RESIGNATION

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

ARTICLE 32 – APPOINTMENTS, TRANSFERS AND VACANCIES

- 32.01 The Employer shall post notices of vacant positions (job posting) within the Bargaining Unit for at least seven (7) calendar days. The vacancy shall not be permanently filled prior to the completion of the job posting procedure. The job posting shall include job classification, qualifications and hours of work averaged over a shift rotation. For informational purposes only, which shall mean such information is subject to change, the job posting will identify the shift pattern (i.e., days only, or nights only, or day/evenings, etc.).
- 32.02 In making appointments and filling vacancies, appointments will be made on the basis of the most requisite job-related skills, training, knowledge and other relevant attributes, and where these factors are considered by the Employer to be equal, then seniority shall be the deciding factor.
- 32.03 Applications for posted vacancies shall be made in writing to the Employer.

- 32.04 Applicants for appointments and vacancies shall be informed in writing of their acceptance within seven (7) calendar days of the date of the appointment.
- 32.05 The Employer shall post the appointee's name for ten (10) calendar days. The Union will be notified of the appointee's name.
- 32.06 Transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of one hundred and fifty (150) hours worked in which to demonstrate the ability to fill the new position satisfactorily. If the Employer finds the Employee to be unsatisfactory during the trial period, or the Employee wishes to return to her former position, the Employer shall reinstate the Employee in her former position without loss of seniority. Any other Employee affected by the rearrangement of positions shall also revert back to their former status without loss of seniority. In the event the first Employee who is transferred or promoted under the given job posting is returned or chooses to return to her former position, the Employer will review the original applicants to that job posting and award the vacancy in accordance with clause 32.02, if possible. If the subsequent appointee is returned or chooses to return to her former position, the resulting vacancy will be dealt with in accordance with clause 32.01.
- 32.07 The posting provisions of this Article shall be waived in the event vacancies occur while Employee(s) have received notice of layoff but are not yet on layoff.
- 32.08 In the event a Full-time or Part-time Employee is the successful applicant for a temporary vacancy, such Employee shall be returned to her former position if it still exists, otherwise, such Employee shall have access to Article 19 – Layoff and Recall.
- 32.09 (a) When an Employee is appointed to a position in a classification with a higher end rate than her present classification, she shall be advanced to the next pay step that provides her with an increase in her basic rate of pay.
- (b) When an Employee has applied for and has been accepted for a position in a classification with an end rate that is less than her present classification, she shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in her present basic rate of pay.
- 32.10 A temporary vacancy is a vacancy created by an Employee's absence due to maternity leave, compensable or non-compensable illness or injury, or any other leave of absence, or any temporary position expected to exceed six (6) calendar weeks. The Employer will outline to the Employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the Employee from her absence, she shall have the right to return to her former position, if it still exists. If the position does not exist or if the hours have been

reduced, the Employee may exercise her rights under the Agreement. In instances where an Employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced Employee(s). Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.

An Employee who applies for the temporary vacancy will not be considered for such temporary vacancy if she is not available for the start date of the temporary vacancy (vacation time not withstanding).

ARTICLE 33 – CLASSIFICATION

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

ARTICLE 34 – REGISTERED RETIREMENT SAVINGS PLAN

- 34.01 The Employer agrees to implement an Employer-administered R.R.S.P. Employee contributions will be on a voluntary basis with decision to participate or not made once per year (October 1) for a twelve (12) month period. Employees may contribute two percent (2%) of their basic hourly rate of pay per hour worked into the Plan. For each Employee contributing to the Plan, the Employer will contribute a further two percent (2%) of the Employee's basic hourly rate of pay per hour worked.

Effective sixty (60) days following May 30, 2007, amend the above to read as follows:

The Employer agrees to implement an Employer-administered R.R.S.P. Employee contributions will be on a voluntary basis with decision to participate or not made once per year (October 1) for a twelve (12) month period. Employees may contribute two point five percent (2.5%) of their basic hourly rate of pay per hour worked into the Plan. For each Employee contributing to the Plan, the Employer will contribute a further two point five percent (2.5%) of the Employee's basic hourly rate of pay per hour worked.

Effective May 28, 2010, replace the above paragraphs with the following.

The Employer agrees to implement an Employer-administered R.R.S.P. Employee contributions will be on a voluntary basis with the decision to

participate or not made once per year (October 1) for a twelve (12) month period. Participating Employees shall contribute fifty-five cents (\$0.55) per hour worked into the Plan. For each Employee contributing to the Plan, the Employer will contribute fifty-five cents (\$0.55) per hour worked to the participating Employee's RRSP.

- 34.02 Employees may choose to make additional contributions to their own R.R.S.P. Such additional contributions shall not be matched by the Employer. Any additional contributions shall be in multiple of ten cents (\$0.10) per hour worked including regular, orientation, staff development, health and safety and union pay to a maximum of one dollar (\$1.00) per hour. Employees may choose to make such additional contributions, or not, once per year each July 1. It is understood and agreed that Employees may not choose to make such additional contributions if, as a result, they will be over-contributing pursuant to Revenue Canada Guidelines, regulations, legislation, etc.

ARTICLE 35 – SALARIES

- 35.01 The basic rates of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 35.02 Employees within their job classification will progress through the increment structure on the basis of hours paid within the job classification.
- 35.03 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the Health Disciplines Act, R.S.A. 1980, c. H-3.5 shall be employed as a Licensed Practical Nurse.
- 35.04 Paydays shall be on a bi-weekly basis.
- 35.05 In the event of an error on an Employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an Employee being underpaid by sixty dollars (\$60.00) or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

If an Employee is overpaid, the Employer will collect the overpayment after it has arranged a reasonable schedule with the Employee. The minimum bi-weekly repayment will be twenty-five dollars (\$25.00).

- 35.06 (a) For newly hired LPNs only, where the Employee has recent related experience working in the given job classification which is satisfactory to the Employer, the Employer will recognize such experience. Recognition of previous experience will be on the basis of one (1) annual increment for each one (1) full year of service up to the maximum of the wage grid of the applicable job classification. Part-time service shall be recognized on a

pro-rata basis with one (1) full year of experience recognized for each two thousand and fifteen (2015) hours in the qualifying period.

- (b) For newly hired Health Care Aides and Care Aides only, where the Employee has recent related experience working in the given job classification which is satisfactory to the Employer, the Employer will recognize such experience provided not more than five (5) years have elapsed since such experience was obtained. Recognition of previous experience will be on the basis of one (1) annual increment for each one (1) full year of service up to the maximum of the wage grid of the applicable job classification. Part-time service shall be recognized on a pro-rata basis with one (1) full year of experience recognized for each one thousand nine hundred and fifty (1950) hours for Health Care Aides and Care Aides in the qualifying period.
- (c) It shall be the responsibility of the newly hired Employee to provide to the Employer reasonable proof of recent related experience in order to be considered for recognition of previous experience. If she/he fails to do so within one (1) month of her/his date of hire, she/he will not be entitled to retroactivity.

ARTICLE 36 – RESPONSIBILITY PAY

- 36.01 When a Registered/Graduate Nurse or more senior management staff are not on duty for an entire shift or more, a member of the nursing staff may be assigned to be in charge of the entire facility and all its residents. The individual so assigned will receive a premium of one dollar and twenty-five cents (\$1.25) for each hour worked with such designated responsibility.
- 36.02 When the Employer determines that an Employee outside of the bargaining unit who is a management team member, i.e., Food Services Supervisor, is not on duty for an entire shift or more and needs to be replaced by an Employee from within the bargaining unit, the Employee so assigned will receive a premium of thirty-five cents (\$0.35) for each hour worked with such designated responsibility.

SIGNATURES

DATE AT EDMONTON this _____ day of _____, 2010.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:

SCHEDULE "A"

Job Classification	Step	Hours	January 1, 2009	May 28, 2010	January 1, 2011	July 1, 2011	January 1, 2012
Dietary Aide	1	Start	\$13.77	\$14.05	\$14.33	\$14.62	\$14.76
Housekeeping Aide	2	480	\$14.06	\$14.34	\$14.62	\$14.92	\$15.06
Laundry Aide	3	1950	\$14.37	\$14.66	\$14.95	\$15.25	\$15.40
	4	3900	\$14.90	\$15.20	\$15.51	\$15.82	\$15.97
	5	5850	\$15.52	\$15.84	\$16.15	\$16.48	\$16.64
	6	7800	\$16.14	\$16.46	\$16.79	\$17.12	\$17.29
	7	9750	\$16.45	\$16.78	\$17.12	\$17.46	\$17.63
Unit Clerk	1	Start	\$14.11	\$15.26	\$15.79	\$15.79	\$16.11
	2	480	\$14.40	\$15.57	\$16.11	\$16.11	\$16.44
	3	1950	\$14.72	\$15.92	\$16.48	\$16.48	\$16.81
	4	3900	\$15.27	\$16.51	\$17.09	\$17.09	\$17.43
	5	5850	\$15.91	\$17.20	\$17.80	\$17.80	\$18.16
	6	7800	\$16.53	\$17.87	\$18.50	\$18.50	\$18.87
	7	9750	\$16.86	\$18.22	\$18.86	\$18.86	\$19.24
Recreation Aide	1	Start	\$14.11	\$15.26	\$15.79	\$15.79	\$16.11
Rehabilitation Aide	2	480	\$14.40	\$15.57	\$16.11	\$16.11	\$16.44
	3	1950	\$14.72	\$15.92	\$16.48	\$16.48	\$16.81
	4	3900	\$15.27	\$16.51	\$17.09	\$17.09	\$17.43
	5	5850	\$15.91	\$17.20	\$17.80	\$17.80	\$18.16
	6	7800	\$16.53	\$17.87	\$18.50	\$18.50	\$18.87
	7	9750	\$16.86	\$18.22	\$18.86	\$18.86	\$19.24
Care Aide	1	Start	\$14.67	\$15.87	\$16.42	\$16.42	\$17.16
	2	480	\$14.98	\$16.19	\$16.76	\$16.76	\$17.51
	3	1950	\$15.31	\$16.56	\$17.14	\$17.14	\$17.91
	4	3900	\$15.88	\$17.17	\$17.77	\$17.77	\$18.57
	5	5850	\$16.54	\$17.89	\$18.51	\$18.51	\$19.34
	6	7800	\$17.19	\$18.59	\$19.24	\$19.24	\$20.11
	7	9750	\$17.53	\$18.95	\$19.62	\$19.62	\$20.50
Health Care Aide	1	Start	\$15.42	\$16.67	\$17.26	\$17.26	\$18.03
	2	480	\$15.74	\$17.01	\$17.61	\$17.61	\$18.40
	3	1950	\$16.14	\$17.46	\$18.07	\$18.07	\$18.88
	4	3900	\$16.63	\$17.98	\$18.61	\$18.61	\$19.44
	5	5850	\$17.28	\$18.68	\$19.33	\$19.33	\$20.20
	6	7800	\$17.93	\$19.38	\$20.06	\$20.06	\$20.97
	7	9750	\$18.29	\$19.77	\$20.47	\$20.47	\$21.39

Job Classification	Step	Hours	January 1, 2009	May 28, 2010	January 1, 2011	July 1, 2011	January 1, 2012
Cook	1	Start	\$14.66	\$14.95	\$15.25	\$15.55	\$15.71
	2	480	\$14.97	\$15.27	\$15.57	\$15.88	\$16.04
	3	1950	\$15.27	\$15.57	\$15.89	\$16.20	\$16.37
	4	3900	\$15.85	\$16.17	\$16.49	\$16.82	\$16.99
	5	5850	\$16.47	\$16.80	\$17.14	\$17.48	\$17.66
	6	7800	\$17.09	\$17.43	\$17.78	\$18.13	\$18.32
	7	9750	\$17.42	\$17.77	\$18.13	\$18.49	\$18.68
Maintenance I	1	Start	\$19.65	\$20.04	\$20.44	\$20.85	\$21.06
	2	1950	\$20.05	\$20.45	\$20.86	\$21.28	\$21.49
	3	3900	\$20.46	\$20.87	\$21.29	\$21.71	\$21.93
	4	5850	\$20.85	\$21.27	\$21.70	\$22.13	\$22.35
	5	7800	\$21.26	\$21.68	\$22.12	\$22.56	\$22.79
	6	9750	\$21.69	\$22.12	\$22.56	\$23.01	\$23.24
Maintenance II	1	Start	\$20.05	\$20.45	\$20.86	\$21.28	\$21.49
	2	1950	\$20.46	\$20.87	\$21.29	\$21.71	\$21.93
	3	3900	\$20.85	\$21.27	\$21.70	\$22.13	\$22.35
	4	5850	\$21.26	\$21.68	\$22.12	\$22.56	\$22.79
	5	7800	\$21.66	\$22.10	\$22.54	\$22.99	\$23.22
	6	9750	\$22.09	\$22.53	\$22.99	\$23.44	\$23.68
Maintenance III	1	Start	\$20.46	\$20.87	\$21.29	\$21.71	\$21.93
	2	1950	\$20.85	\$21.27	\$21.70	\$22.13	\$22.35
	3	3900	\$21.26	\$21.68	\$22.12	\$22.56	\$22.79
	4	5850	\$21.66	\$22.10	\$22.54	\$22.99	\$23.22
	5	7800	\$22.06	\$22.50	\$22.95	\$23.41	\$23.64
	6	9750	\$22.50	\$22.95	\$23.41	\$23.88	\$24.11
LPN			January 1, 2009	April 1, 2009	April 1, 2010	April 1, 2011	
	1		\$20.69	\$21.72	\$22.70	\$23.72	
	2		\$21.58	\$22.66	\$23.68	\$24.75	
	3		\$22.44	\$23.56	\$24.62	\$25.73	
	4		\$23.32	\$24.49	\$25.59	\$26.74	
	5		\$24.20	\$25.41	\$26.55	\$27.74	
	6		\$25.04	\$26.29	\$27.47	\$28.71	
	7		\$26.05	\$27.35	\$28.58	\$29.87	
8		\$27.09	\$28.44	\$29.72	\$31.06		

NOTES:

- (1) For the Health Care Aide and Care Aide job classifications, the January 1, 2012 basic hourly rates of pay are subject to change in the event the Alberta Average Weekly Earnings index for April 1, 2011 exceeds four point five percent (4.5%).

- (2) For the Licensed Practical Nurse job classification, the basic hourly rates of pay beyond April 1, 2011 are subject to the LOU re Licensed Practical Nurse Wage Schedule.

LETTER OF UNDERSTANDING

Between

**EXTENDICARE CANADA INC.
HOLYROOD**
(hereinafter referred to as “the Employer”)

And

ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047/023
(hereinafter referred to as “the Union”)

LOU RE: DISCRETIONARY VACATION

For the duration of the Collective Agreement expiring December 31, 2012 and beginning with the first full vacation year starting after May 30, 2007, the parties agree to the following provisions for discretionary vacation.

- (1) For Full-time Employees, a maximum of four (4) weeks vacation entitlement may be used on a discretionary basis subject to Article 26. The remaining vacation entitlement will be taken in time blocks of no less than one (1) week. For clarification, one week of discretionary vacation will be dependent upon the Employee’s permanent posting. For example, one week for a Full-time Employee shall be interpreted to equal five (5) shifts.
- (2) For Part-time Employees, a maximum of two (2) weeks vacation entitlement may be used on a discretionary basis subject to Article 26. The remaining vacation entitlement will be taken in time blocks of no less than one (1) week. For clarification, one week of discretionary vacation will be dependent upon the Employee’s permanent posting. For example, one week for a Part-time employee with a permanent posting of six (6) shifts bi-weekly would be interpreted to equal three (3) shifts.

Signed the _____ day of _____, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING

Between

**EXTENDICARE CANADA INC.
HOLYROOD**
(hereinafter referred to as “the Employer”)

And

ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047/023
(hereinafter referred to as “the Union”)

LOU RE: HOURS OF WORK – EXISTING EXCEPTIONS

Whereas the Union and the Employer have agreed to hours of work provisions in the Collective Agreement, the parties recognize that several current positions have hours of work arrangement not consistent with the Collective Agreement (hereinafter referred to as existing exceptions). The parties agree that these existing exceptions will be retained and in doing so, shall not be considered as violation(s) of the Collective Agreement. However, the Employer may choose to amend such positions at a future time so that the hours of work for the specific position more closely aligns with the Collective Agreement.

For purposes of clarity, the following existing exceptions have been identified by the parties.

- Dietary (including Dietary Aide, Cook and any future Dietary-based job class): No less than ten (10) hours off between shifts.
- Recreation/Therapies (including Recreation Aide, Rehabilitation Aide and any future Recreation/Therapies job class): No less than ten (10) hours off between shifts.

As a result, Collective Agreement provisions will be varied to accommodate the foregoing exceptions for the specific aspect noted above.

This agreement is made on a without prejudice basis and without precedent to any other matter that may arise in the future between the Union and the Employer.

Signed the _____ day of _____, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING

Between

**EXTENDICARE CANADA INC.
HOLYROOD**
(hereinafter referred to as “the Employer”)

And

ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047/023
(hereinafter referred to as “the Union”)

LOU RE: LPN WAGE RATE

From January 1, 2009 to the conclusion of the Collective Agreement expiring December 31, 2012, the Licensed Practical Nurse (LPN) basic hourly rate of pay as set out in Schedule “A” will be subject to the following.

The Employer will implement the LPN basic hourly rates of pay with the same effective dates as implemented under a Multi-Employer AUPE/Alberta Health Services Auxiliary Nursing collective agreement once that agreement has been ratified by the AUPE and the employers represented by Alberta Health Services.

Signed the _____ day of _____, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING

Between

**EXTENDICARE CANADA INC.
HOLYROOD**
(hereinafter referred to as “the Employer”)

And

ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047/023
(hereinafter referred to as “the Union”)

LOU RE: EXTENDED WORK DAY

On a without prejudice basis, the parties agree to modify the terms of the Collective Agreement in the manner set out below for the purpose of the extended work day for the identified job classifications (see “Scope”).

A. Scope:

This Letter of Understanding shall apply to all Employees within the scope of the bargaining unit (regardless of employee status) who work in the following job classifications and when working extended shifts.

- Unit Clerk

B. Definitions:

For the purposes of this Letter of Understanding only, the following definitions shall apply.

1. “Full time Employee” is an employee who is scheduled to work 77.0 hours bi-weekly averaged over an employee’s shift rotation exclusive of unpaid meal periods.
2. “Part time Employee” is an employee who is scheduled to work less than 77.0 hours bi-weekly averaged over an employee’s shift rotation exclusive of unpaid meal periods.
3. “Extended Shift” shall mean a daily tour of duty exclusive of overtime hours. A shift shall be eleven point zero (11.0) hours.
4. Night and Day Shifts:

- (i) "Night Shift" shall be from 1900 hours to 0700 hours the following morning;
and
- (ii) "Day Shift" shall be from 0700 hours to 1900 hours the same day;

By mutual agreement, the Union and the Employer may agree to other shift definitions.

C. Provisions:

1. There shall be two (2) unpaid meal periods of thirty (30) minutes each during the extended shift.
2. There shall be three (3) paid rest periods of fifteen (15) minutes each during the extended shift.
3. Schedules shall provide:
 - (i) at least twelve (12) hours off between shifts;
 - (ii) no more than four (4) consecutive extended shifts;
 - (iii) at least two (2) consecutive days of rest;
 - (iv) at least twenty-two point five (22.5) hours off duty between shift change over between extended shifts; and
 - (v) at least one (1) weekend off in two (2) averaged over an employee's shift rotation.

Approved deviation from the posted schedule which results from an employee initiating an exchange of shifts with other qualified employees shall not increase the cost to the Employer.

4. Overtime:

Employees shall be paid at the rate of double time (2X) the employee's basic hourly rate of pay for all hours worked in excess of the regular hours of work for the extended work day (11.0 hours) or in excess of the regular hours of work in a bi-weekly pay period (77.0) hours.

5. Vacation:

An Employee's annual vacation entitlement under the extended work day schedule shall correspond exactly in hours to the vacation entitlement of a seven point five (7.5) hour schedule. All other matters pertaining to annual vacation shall be pursuant to the Collective Agreement.

6. Named Holidays:

For full time employees, the one (1) day off with pay or payment in lieu of Named Holidays referred to in Article 25.01 and 25.03 shall be paid at seven point five (7.5) hours per Named Holiday, and in no instance shall a full time employee be paid in excess of ninety-seven point five (97.5) hours annually for such Named Holiday benefit.

7. Casual Employees:

A casual Employee may be called to replace another Employee who was scheduled to work an extended work day.

D. Other Terms and Conditions:

The Union and the Employer agree, with the exception of the foregoing amendments, that all other terms and conditions of the Collective Agreement between them shall remain in full force and effect between parties.

E. Cancellation:

Either party can cancel this Letter of Understanding by providing forty-five (45) calendar days written notice to the other party.

Signed the _____ day of _____, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING

Between

**EXTENDICARE CANADA INC.
HOLYROOD**

(hereinafter referred to as “the Employer”)

And

ALBERTA UNION OF PROVINCIAL EMPLOYEES

On behalf of Local 047/023

(hereinafter referred to as “the Union”)

LOU RE: LICENSED PRACTICAL NURSE PROFESSIONAL DEVELOPMENT

Effective January 1, 2011, the Employer will provide to employees employed as in the LPN job classification “Licensed Practical Nurses (LPN) Professional Development Leave” for the sole purpose of professional development of the Employee’s nursing (LPN) skills.

1. All full-time Employees required by the Employer to be registered as a Licensed Practical Nurse and who are on staff on January 1 of the given calendar year, upon request, shall be granted a maximum of three (3) professional development days in that same calendar year.
2. All part-time Employees required by the Employer to be registered as a Licensed Practical Nurse and who are on staff on January 1 of the given calendar year, upon request, shall be granted a maximum of two (2) professional development days in that same calendar year.
3. Qualified Employees who are hired after January 1 of the given calendar year or current employees who bid into a permanent full-time position (i.e., achieve a status change from part-time to full-time) shall be entitled to LPN Professional Development leave as follows; it must be noted that a current Employee bidding into a permanent full-time position shall be entitled only to the maximum LPN professional development leave as set out in 1 above.
 - (a) Hired or status change effective before July 1 of the calendar year, per 1 or 2 above as applicable.
 - (b) Hired or status change after June 30, for a full-time Employee, two (2) professional development days for the balance of the calendar year, and for a part-time Employee, one (1) professional development day for the balance of the calendar year.

- 4. LPN Professional Development leave shall be paid at the employee's basic hourly rate of pay.
- 5. In the event this Letter of Understanding takes effect on the earlier of April 1, 2010 or the date of exchange of written notice of ratification, for the purposes of implementation of this provision in the 2010 calendar year, 'January 1' as cited at points 1, 2 and the opening paragraph of 3 shall be amended to read as 'April 1, 2010 or the date of exchange of written notice of ratification'.

Signed the _____ day of _____, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING

Between

**EXTENDICARE CANADA INC.
HOLYROOD**
(hereinafter referred to as “the Employer”)

And

ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047/023
(hereinafter referred to as “the Union”)

LOU RE: CONTRACTING OUT

Subject to the exception set out below, for the period up to and including December 31, 2012, the Employer agrees to not contract out work normally performed by members of the bargaining unit that would result in the layoff of full-time or part-time Employees.

The foregoing agreement shall not apply to the Employer’s current arrangements including laundry services.

Signed the _____ day of _____, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING

Between

**EXTENDICARE CANADA INC.
HOLYROOD**
(hereinafter referred to as “the Employer”)

And

ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047/023
(hereinafter referred to as “the Union”)

LOU RE: LONG TERM DISABILITY PLAN

Within one hundred and twenty (120) calendar days of the date of exchange of written notice of ratification of the Collective Agreement, the Union and the Employer will commence discussions on a long term disability (LTD) plan. Once the LTD plan details are confirmed, then within a further one hundred and twenty (120) calendar days, the Employer will arrange for a LTD plan carrier.

The LTD plan premiums will be one hundred percent (100%) Employee paid. The Employer will deduct premiums from the Employee’s pay and forward same to the LTD plan carrier.

It is understood and agreed that the Employer’s only obligation is to deduct and remit LTD plan premiums, that the Employer is not the insurer and bears no liability for decisions of the LTD plan carrier, and any problems with respect to the LTD plan carrier acknowledging or honouring any claim(s) is a matter between the Employee and the LTD plan carrier.

Signed the _____ day of _____, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING

Between

**EXTENDICARE CANADA INC.
HOLYROOD**
(hereinafter referred to as "the Employer")

And

ALBERTA UNION OF PROVINCIAL EMPLOYEES
On behalf of Local 047/023
(hereinafter referred to as "the Union")

LOU RE: LUMP SUM PAYMENT

1. This Letter of Understanding shall apply to Employees in all job classifications excluding Licensed Practical Nurse, Healthcare Aide, Care Aide, Recreation Aide, Rehabilitation Aide, and Unit Clerk.
2. May 28, 2010:
 - (a) Eligible full-time Employees on staff as of the date of exchange of written notice of ratification shall be paid a one-time lump sum of seven hundred and fifty dollars (\$750).
 - (b) Eligible part-time and casual Employees on staff as of the date of exchange of written notice of ratification (date of ratification) shall be paid a one-time lump sum according to the following formula.

$$\frac{\text{Employee's paid hours in the fifty-two (52) week period immediately preceding the date of ratification}}{\text{Annual full-time hours for the job classification for which the Employee has paid hours}} \times \$750 = \text{Lump Sum (Part-time and Casual Employees)}$$

Signed the _____ day of _____, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

***NOT ATTACHED TO THE COLLECTIVE AGREEMENT**

MEMORANDUM OF AGREEMENT

Between

(The 'Employers')

Alberta Union of Provincial Employees
(the 'Union') on behalf of the following
the Bargaining Units ('Bargaining
Units')

EXTENDICARE CANADA INC.
ATHABASCA

And
the

ALBERTA UNION OF PROVINCIAL
EMPLOYEES
LOCAL 047 CHAPTER 005 (AUXILIARY
NURSING CARE)

EXTENDICARE CANADA INC.
ATHABASCA

And
the

ALBERTA UNION OF PROVINCIAL
EMPLOYEES
LOCAL 047 CHAPTER 005 (GENERAL
SUPPORT SERVICES)

EXTENDICARE CANADA INC.
CEDARS VILLA

And
the

ALBERTA UNION OF PROVINCIAL
EMPLOYEES
LOCAL 048 CHAPTER 013

EXTENDICARE CANADA INC.
HILLCREST

And
the

ALBERTA UNION OF PROVINCIAL
EMPLOYEES
LOCAL 048 CHAPTER 012

EXTENDICARE CANADA INC.
HOLYROOD

And
the

ALBERTA UNION OF PROVINCIAL
EMPLOYEES
LOCAL 047 CHAPTER 023

EXTENDICARE CANADA INC.
MAYERTHORPE

And
the

ALBERTA UNION OF PROVINCIAL
EMPLOYEES
LOCAL 047 CHAPTER 006

REGARDING

MOA RE: A COMMON NON-MONETARY FRAMEWORK FOR THE COLLECTIVE AGREEMENTS

Pre-Amble

In the interest of proceeding with collective bargaining on monetary proposals for the collective agreement between the given Employer and the respective Bargaining Unit, that which follows the collective agreement having expired December 31, 2008, the parties have entered into this Memorandum of Agreement (the 'MOA') regarding non-monetary proposals. The parties will continue collective bargaining as previously scheduled, and any other dates as agreed by the parties, for the purpose of tabling monetary proposals and/or counter-proposals.

This MOA is agreed to by the parties on a without prejudice basis and is without precedent to any current or future matter(s) arising between them.

While the six (6) Bargaining Units maintain separate collective agreements which would otherwise find six (6) separate memorandum of agreement, for the convenience of this MOA only, a single MOA is being used to convey the agreement between the given Employer and the respective Bargaining Unit.

Objective

By this MOA, the parties agree to discuss and attempt to formulate a common non-monetary framework ('framework') for each of the six (6) collective agreements including:

- AUPE/Athabasca Auxiliary Nursing Care;
- AUPE/Athabasca General Support Services;
- AUPE/Cedars Villa;
- AUPE/Hillcrest;
- AUPE/Holyrood;
- AUPE/Mayerthorpe.

For this, the parties agree in principle to refer to the language in each of the six current collective agreements with respect to non-monetary provisions of the following articles and any other articles as mutually agreed by the parties.

Preamble
 Recognition
 Membership and Dues Deduction
 Management Rights
 Union Management Committee
 OH&S
 No Discrimination
 Discipline and Dismissal
 Union Stewards
 Probation
 Performance Appraisals
 Personnel Files
 Grievance Procedure
 Layoff and Recall
 In-Service Programs
 Named Holidays
 Annual Vacation
 Leaves of Absence
 Sick Leave
 WCB
 Resignation
 Appointments, Promotions, Transfers
 Job Classifications
 RRSP
 Salaries
 Travel Allowance
 Hours of Work

In the course of discussing and attempting to formulate a framework, there shall be no consideration given to changing or otherwise making monetary provisions the same across the six collective agreements. This framework is strictly non-monetary in intent.

Further, it is understood and agreed there shall remain six separate collective agreements. Nothing within this MOA or the agreement by the parties to enter into this MOA or the actions by the parties that follow from this MOA shall directly or indirectly alter that understanding.

Current Collective Bargaining

For each set of collective bargaining between the given Employer and the respective Bargaining Unit, which is currently in progress [Hillcrest, Cedars Villa, and Holyrood] or where proposals have been tabled [Mayerthorpe, Athabasca ANC and Athabasca GSS], the parties agree to withdraw all non-monetary proposals and counter-proposals.

Framework

The parties will meet to discuss and attempt to formulate a framework with respect to the six collective agreements having:

- the same ordering of articles, schedules, appendices, etc.; and
- the same wording for non-monetary provisions.

Under this MOA, the parties shall not introduce new non-monetary provisions, concepts, principles, etc. into the six collective agreements. For clarity, the parties will work from the existing non-monetary language of the six collective agreements.

If at least one (1) of the six collective agreements contains a non-monetary provision (excluding letters of understanding) not found in the remaining collective agreements, that provision may be considered by the parties in the discussion of a framework.

Working Group

A working group for the purposes of this MOA shall be comprised as follows.

- On behalf of the Union and its Bargaining Units:
 - One (1) Union Representative from the Alberta Union of Provincial Employees; and,
 - One (1) Employee representative from each Bargaining Unit.
- For the Employers:
 - One (1) Human Resources/Labour Relations representative; and
 - Up to one (1) management representative from each Employer.

Location

The working group will meet in Red Deer unless mutually agreed otherwise.

Timeline

The working group shall first meet within sixty (60) days of the date of signing the MOA.

The parties will complete a draft framework by December 31, 2010 unless mutually agreed otherwise.

Union Ratification

The draft framework shall be subject to ratification by the parties. For that purpose, the Bargaining Unit representatives will recommend to their respective Bargaining Unit the draft framework upon its completion. Ratification would take place within thirty (30) calendar days of the date on which the working group concludes a framework.

Current Collective Agreement

The collective agreement for a given Employer and the respective Bargaining Unit shall continue to be in full force and effect until the draft framework is ratified by the given Bargaining Unit.

Agreed to and signed this _____ day of _____, 2010.

For the Respective Bargaining Units:

For the Respective Employers:
