

# **COLLECTIVE AGREEMENT**

Between

**EXTENDICARE CANADA INC.  
CEDARS VILLA**

And The

**ALBERTA UNION OF PROVINCIAL  
EMPLOYEES  
LOCAL 048/013**

**Expiring December 31, 2012**

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**PREAMBLE**

It is the intent and purpose of this Collective 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 Collective Agreement, through the Union;
- (b) secure prompt disposition of grievances, to eliminate interruption of work and interference with efficient operation of the Employer's business;
- (c) establish wages and working conditions; and
- (d) generally to administer all terms and conditions herein in a manner consistent with the Collective Agreement.

**ARTICLE 1 – TERM OF COLLECTIVE AGREEMENT**

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

In the case of the Employer to:

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

And in the case of the Union to:

The President  
Alberta Union of Provincial Employees

10451 – 170<sup>th</sup> Street  
Edmonton, AB T5P 4S7

- 1.04 An Employee whose employment has terminated prior to the effective date of this Collective Agreement shall be eligible to receive retroactively any increase in salary which she would have received but for the termination of employment, only upon submitting to the Employer, within thirty (30) calendar days of the date of signing of the Memorandum of Settlement applicable to this Collective Agreement, written application for such retroactive salary.

## **ARTICLE 2 – DEFINITIONS**

- 2.01 "Code" shall mean The Labour Relations Code, as amended from time to time.
- 2.02 "Union" shall mean The Alberta Union of Provincial Employees.
- 2.03 "Chapter" shall mean Local 048, Chapter 013 – Cedars Villa of the Alberta Union of Provincial Employees.
- 2.04 "Employer" shall mean Extendicare Cedars Villa.
- 2.05 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer:
- (a) "Full Time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement.
  - (b) "Part Time Employee" is one who is regularly scheduled for less than the normal hours specified in the "Hours of Work" Article of this Collective Agreement.
  - (c) "Casual Employee" shall mean an Employee who works on a call in basis and who does not appear on the schedule on a regular and continuing basis except Casual Employees shall appear on the schedule on a regular and continuing basis for the purpose of replacement of Part-time and Full-time Employees when it is known in advance that such replacement assignment is necessary.

It is understood and agreed that Part-time Employees shall have preference for available call-in work.

- 2.06 "Basic Hourly Rate of Pay" shall mean the rate applicable to an Employee as set out in "Schedule A".
- 2.07 "Shift" shall mean a daily tour of duty exclusive of overtime hours. The first shift of the day shall be that shift in which the majority of hours fall between midnight and 0800 hours.

- 2.08 "Shift Rotation" shall mean the period of time over which a Full or Part-time Employee's regularly scheduled hours repeats itself. In those cases where the shift rotation does not repeat itself for a Full or Part-time Employee, the term shall be understood to mean a period of twelve (12) weeks.
- 2.09 "Licensed Practical Nurse" shall mean an Employee who is registered as a Licensed Practical Nurse pursuant to the Health Professions Act of Alberta.
- 2.10 "Union Representative" shall mean a person who is not an Employee of the Employer who is authorized by the Union to conduct business with the Employer or Bargaining Unit Members.
- 2.11 "Feminine Gender" shall mean and include the masculine and similarly, the singular shall include the plural and vice versa, as applicable.
- 2.12 "Regularly Scheduled Hours" shall mean the hours set out in a shift rotation in fulfillment of the hours of work for the position as set out in the applicable job posting.
- 2.13 Classifications:
- (a) "Care Aide" is an Employee without a Health Care Aide certificate or its equivalent as determined by the Employer.
  - (b) "Health Care Aide" is an Employee who has successfully completed the Health Care Aide certification or its equivalent as determined by the Employer.
- 2.14 "Registration" shall take meaning from the Health Professions Act.
- 2.15 "Facility" shall mean the Extencicare Cedars Villa building and property in Calgary, Alberta.

### **ARTICLE 3 – STRIKES AND LOCKOUTS**

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

### **ARTICLE 4 – UNION RECOGNITION**

- 4.01 The Employer recognizes the Union as the sole bargaining agent for, and the Collective Agreement shall apply to, all Employees covered by this Collective Agreement as described in the Certificate of the Labour Relations Board.
- 4.02 No Employee will be required or permitted to make any written or verbal agreement which is in conflict with this Collective Agreement.

- 4.03 Employees shall be permitted to wear only a Union logo pin during all hours of employment provided it does not create a health or safety hazard.
- 4.04 (a) For the purposes of this Collective Agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officer's names.  
  
(b) The Employer shall grant Union Representatives access to its premises for Union business subject to the prior permission of the Regional Manager or her designate.  
  
(c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.
- 4.05 The Union shall be given the opportunity to provide a Union orientation of not more than fifteen (15) minutes during the orientation period on the Employer's time.
- 4.06 (a) The cost of the printing of the Collective Agreement shall be borne equally between the Parties. The Collective Agreement will be printed by a mutually agreed unionized shop. The invoice for printing the Collective Agreement will be processed by the Union.  
  
(b) A copy of the Collective Agreement shall be provided by the Union to each Employee on commencement of employment with the Employer.
- 4.07 The Employer shall provide a bulletin board which shall be placed so that all Employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to Employees. The Employer will have the opportunity to review all materials prior to posting whenever possible. It is not the intention of the Union to post anything objectionable to the Employer.
- 4.08 A request by any Employee for a Union Representative at a meeting which the Employer designates as being investigative or disciplinary shall not be denied. Employees and the Local/Chapter shall have the right to request the assistance of a Union Representative in dealing with or in negotiating with the Employer.

**ARTICLE 5 – UNION MEMBERSHIP AND DUES DEDUCTION**

- 5.01 Membership in the Union is voluntary.
- 5.02 For the purpose of this Article, "gross earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 5.03 The Employer will, as a condition of employment, deduct from the gross earnings of each Employee covered by this Collective Agreement dues as determined by the Union.

- 5.04 Deductions of the dues for all Employees shall commence with the first pay period of employment.
- 5.05 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 5.06 (a) The Employer agrees to remit to the Central Office of the Union, the amount equal to the dues that have been deducted from the pay of all Employees by the first (1<sup>st</sup>) working day after the fifteenth (15<sup>th</sup>) 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) With each remittance made under clause 5.06(a) above, the Employer shall provide information in a printed form or by electronic file showing the Employee name, Employee number, current deduction and year to date deductions.
- 5.07 The Employer will record the amount of individual dues deducted on T-4 slips issued for income tax purposes.

## **ARTICLE 6 – TIME OFF FOR UNION BUSINESS**

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

An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay, benefits and without loss of seniority in order to prepare for negotiations and participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavor to provide as much advance notice as possible to the Employer. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

## **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 job classifications and work units and to determine the number of Employees, if any, needed in any work unit or job classification and to determine whether or not a position, work unit, or job classification will be continued or declared redundant;
  - (c) hire, promote, transfer, layoff and recall Employees;
  - (d) demote, discipline, suspend or discharge for cause.

## **ARTICLE 8 – UNION-MANAGEMENT COMMITTEE**

- 8.01 The Parties recognize the benefits which can be derived from a Union-Management Committee. At either Party's request, a Union-Management Committee shall be established to deal with matters of mutual concern which may arise from time to time. It is recognized that the purpose of the Union-Management Committee is to promote joint problem solving. The Union-Management Committee will have the authority to make recommendations to the Union and the Employer.
- 8.02 The Union-Management Committee shall not have jurisdiction over any matter contained in the Collective Agreement, including its administration or negotiation. The Union-Management Committee shall not supercede the activities of any other committee of the Employer.

- 8.03 The Union-Management Committee shall be comprised of three (3) elected representatives of the Chapter who are employed with the Employer and three (3) Employer representatives.
- 8.04 The Union-Management Committee shall meet within seven (7) calendar days upon request of either Party. An agenda for each meeting will be circulated prior to the meeting. Minutes of each meeting will be kept. The minutes shall be subject to approval by both Parties and upon approval by both Parties, the approved minutes shall be posted on the Union bulletin board.
- 8.05 An Employee shall not suffer any loss of pay for time spent at such Union-Management Committee meeting(s).

### **ARTICLE 9 – OCCUPATIONAL HEALTH AND SAFETY**

- 9.01 The Employer shall maintain an Occupational Health & Safety (OH&S) Committee to consider matters of occupational health and safety. The OH&S Committee shall be comprised of a minimum of three (3) representatives of the Chapter who are employed with the Employer and a minimum of three (3) Employer representatives.
- 9.02 The OH&S Committee shall meet at least quarterly or more frequently if required by either Party at a mutually acceptable hour and date.
- 9.03 Employees who sit on the OH&S Committee shall suffer no loss of pay for time spent in meetings of the OH&S Committee.

### **ARTICLE 10 – DISCRIMINATION**

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

### **ARTICLE 11 – DISCIPLINE AND DISMISSAL**

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

- 11.02 An Employee shall have the right to Union representation during a disciplinary meeting with the Employer. An Employee shall have the right to waive the right to Union representation if she wishes.
- 11.03 When disciplinary action is taken against an Employee, the Employee and the Union shall be informed in writing as to the reason(s) for such action.
- 11.04 The Employee shall be given opportunity to sign any written notice of discipline, for the sole purpose of indicating that she is aware of the disciplinary notice.
- 11.05 An Employee who has been subject to disciplinary action pursuant to clause 11.01 may, subject to the following time periods set out below, request in writing that her personnel file be cleared of the record of the disciplinary action.
- (a) For discipline excluding suspensions, after twelve (12) months of active employment exclusive of unpaid leaves of absence from the date the disciplinary action was invoked.
  - (b) For discipline involving suspensions, after eighteen (18) months of continuous service exclusive of unpaid leaves of absence from the date the disciplinary action was invoked.

Such request shall be granted provided the Employee's personnel file does not contain any further record of disciplinary action during the applicable time period set out in (a) and (b) above. The Employer shall confirm in writing to an Employee who requests and who is eligible to have her personnel file cleared that such action has been effected.

- 11.06 When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the Employee, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.

## **ARTICLE 12 – UNION STEWARDS**

- 12.01 Union Stewards are representatives of the Employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances and of enforcing bargaining rights and any other rights of the Employees under this Collective Agreement. Where it becomes necessary for a Union Steward to leave her job for this purpose, she will request time off from her immediate supervisor and provide her with as much advance notice as possible.
- 12.02 A list of Union Stewards shall be supplied by the Union to the Regional Manager. The Regional Manager 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 only up to and including Step 2. The Employer shall keep the Employee advised of her progress during the probation period.
- 13.02 The Employer shall provide a written evaluation of each probationary Employee at the approximate mid-point of her probationary period.
- 13.03 The probationary period may be extended an additional three hundred and sixty (360) hours or six (6) months worked, whichever occurs first. An Employee's probationary period shall only be extended by mutual agreement in writing between the Employer and the Union.
- 13.04 Employees newly hired into the job classification of Care Aide will be required to successfully complete the Health Care Aide certification, or its equivalent as determined by the Employer, within one (1) year of their date of hire.

### **ARTICLE 14 – PERFORMANCE APPRAISALS**

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

### **ARTICLE 15 – PERSONNEL FILES**

- 15.01 By appointment made at least forty-eight (48) hours in advance, an Employee may view her personnel file. An Employee at her request may be accompanied

by a Union Representative when reviewing her personnel file. A representative of the Union, upon written consent of the Employee may view the Employee's personnel file for purposes of investigating an individual grievance or disciplinary matter.

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

15.03 The Employee will have the right to append any unsolicited letter of recognition with respect to their employment to their personnel file.

## **ARTICLE 16 – GRIEVANCE PROCEDURE**

### 16.01 Communication

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

### 16.02 Time Periods

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

16.03 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 supervisor (who is not within the scope of this Collective Agreement). If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step 1.

#### (a) Step 1

Where a difference allegedly has occurred, the Employee will discuss the matter with her supervisor (who is not within the scope of this Collective

Agreement), within ten (10) days of the date the difference allegedly occurred, with a view to resolving it. An Employee shall have the right to have a Union Steward present during discussions at this Step.

(b) Step 2

If the grievance is not resolved at Step 1, the grievance may be submitted, in writing, to the Regional Manager or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the discussions at Step 1 of the grievance. The decision of the Regional Manager or designate shall be made known to the grievor in writing, with a copy to the Union within five (5) days of receipt of the grievance.

A grievance at Step 2 shall include an individual grievance processed at Step 1, a group grievance affecting more than one individual, a policy grievance alleging a matter of difference between the parties, an individual grievance alleging unjust cause suspension or dismissal, or an Employer grievance.

(c) Step 3

If the grievance is not resolved under Step 2, the Union may, within five (5) days of the receipt of the written decision of the Regional Manager or designate, submit the grievance in writing to the Regional Director or designate, specifying the nature of the grievance(s) and the redress sought. The Regional Director shall meet with the grievor and the Union Representative and shall render a decision in writing to the Union within five (5) days of the meeting.

(d) Step 4 – Arbitration

(i) 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 ten (10) days of the response of the Regional Director or designate at Step 3 of the grievance procedure; and

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

(ii) Within seven (7) days after receipt of notification, the Party receiving such notice shall:

- (1) inform the other Party of the name of its appointee to an Arbitration Board, or

- (2) 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.
- (iii) Where appointees to an Arbitration Board have been named by the Parties, they shall, within seven (7) 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.
- (iv) After a single Arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, he/they shall meet with the Parties and hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within ninety (90) calendar days after the completion of the hearing.
- The decision of a majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the Parties.
- (v) 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.
- (vi) Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two Parties to the dispute.
- (vii) Any time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

#### 16.04 Dispute Between the Parties

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

#### 16.05 Default

- (a) Should the Employee 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 shall automatically move to the next Step on the day following the expiry of the particular time limit unless the Parties have mutually agreed, in writing, to extend the time limits.

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 job classification within the Bargaining Unit which is assigned a higher pay grade, for one (1) shift or longer, shall be paid at the basic hourly rate of pay of the higher job classification that provides her with an increase in her basic hourly rate of pay.

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

### **ARTICLE 18 – SENIORITY**

18.01 Seniority shall be bargaining unit wide.

18.02 Seniority is the order of Employees as established by her date of hire with the Employer (date-of-hire seniority).

18.03 No later than February 15<sup>th</sup> and August 15<sup>th</sup> of each calendar year, the Employer will post on the Union bulletin board a seniority list containing the name and date-of-hire of each Employee from the most senior (earliest date-of-hire) to the least senior (most recent date-of-hire).

Copies of the seniority lists will be provided to the Union Representative following posting.

18.04 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 cause and not reinstated; or,

- (c) overstays a leave of absence without written permission unless a reason satisfactory to the Employer is provided; such permission shall not be unreasonably denied; or,
- (d) fails to reply to a recall notice within seven (7) days pursuant to Article 19 (Layoff and Recall), unless a reason satisfactory to the Employer is provided; or,
- (e) is absent for three (3) consecutive shifts 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 not on reduced hours; or,
- (g) is promoted to a position outside the Bargaining Unit and does not return to her position within one hundred and fifty-five (155) hours worked from the date of promotion.

#### **ARTICLE 19 – LAYOFF AND RECALL**

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

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

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

19.04 Other than for the continuation of accrued seniority at the time of layoff, the rights and 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) The regular work shift for Full-time Employees shall be eight (8) hours per day or eighty (80) hours bi-weekly averaged over an Employee's shift rotation exclusive of an unpaid meal period.
- (b) The regular work shift for Part-time Employees shall be up to eight (8) hours per day or up to eighty (80) hours bi-weekly averaged over an Employee's shift rotation exclusive of an unpaid meal period.
- (c) The regular work shift for Casual Employees shall be up to eight (8) hours per day or up to eighty (80) hours averaged over a fourteen (14) calendar day period exclusive of an unpaid meal period.
- 20.02 (a) Employees shall be granted one (1), fifteen (15) minute paid rest period in each half of an eight (8) hour shift.
- (b) Employees shall receive a thirty (30) minute unpaid meal period for all shifts of five (5) hours or more.
- (c) Employees shall be allowed to take their unpaid meal period uninterrupted by the Employer except in cases of emergency.
- (d) An Employee required by the Employer to work in excess of the regular hours of work as defined in clause 20.01, due to being recalled during her unpaid meal period or rest period will be compensated in accordance with Article 21 – Overtime should the Employer be unable to re-schedule the Employee's meal or rest period later in the same shift.
- (e) The actual times at which an Employee shall take meal period and rest breaks will be determined by the Employer. It is understood that meal periods and rest periods will not be combined.

- 20.03 Employees who wish to leave the facility at meal times shall inform her Supervisor.
- 20.04 (a) Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules shall provide for:
- (i) at least fifteen and one-half (15½) hours off duty between shifts;
  - (ii) not more than six (6) consecutive scheduled days of work;
  - (iii) when possible, at least two (2) consecutive days of rest.
- (b) Except by mutual agreement between the Employer and the Union, an Employee shall receive at least one (1) weekend off in three (3) averaged over one complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purpose of this Article.
- 20.05 (a) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When the Employer requires a change in the scheduled days of work with less than seven (7) calendar days notice, the Employee shall be paid at time and one-half (1½X) for all hours worked on the first shift of the changed schedule.
- (b) Employee requests for shift changes must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances. If the change results in less than seven (7) calendar days notice, the Employees affected will be paid their basic hourly rate of pay for all hours worked. Where the Employer permits Employees to exchange shifts, 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 eight (8) hours in a shift and Employees working the night shift when the change from Standard Time to Daylight Time occurs shall be paid their basic hourly rate of pay for all hours worked.
- 20.07 An Employee who reports for a scheduled shift and is subject to cancellation of the shift shall be paid for a minimum of four (4) hours or for all hours worked, whichever is greater, at the Employee's basic hourly rate of pay.
- 20.08 The Employer will endeavor to provide hours of work to all Casual Employees.
- 20.09 This Article applies to Casual Employees except clauses 20.04(a)(i), (iii), 20.04(b) and 20.05(a), which shall have no application to Casual Employees filling a temporary position of less than three (3) months.

**ARTICLE 21 – OVERTIME**

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

- (a) On a regular work day: time and one-half (1½X) for the first four (4) hours and double time (2X) thereafter.
- (b) On a regular scheduled day off: full-time Employees required to work on scheduled days off shall be paid,
  - (i) for the first scheduled day off worked, at one and one-half times (1½X) for the first four (4) hours and double time (2X) thereafter, and
  - (ii) for the second and subsequent consecutive scheduled days off worked, at double time (2X),

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

Effective October 17, 2007, replace the above with the following:

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

- (a) On a regular work day: time and one-half (1½X) for the first two (2) hours and double time (2X) thereafter.
- (b) On a regular scheduled day off: full-time Employees required to work on scheduled days off shall be paid,
  - (i) for the first scheduled day off worked, at one and one-half times (1½X) for the first two (2) hours and double time (2X) thereafter, and
  - (ii) for the second and subsequent consecutive scheduled days off worked, at double time (2X),

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

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

- 21.03 (a) Where mutually agreed by the Employer and the Employee, the Employee may receive time off in lieu of overtime. Such time off shall be equivalent to the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employee and the Employer.
- (b) Failing mutual agreement, in accordance with clause 21.03(a), the Employer shall effect payment of overtime at the overtime rate.
- 21.04 Employees shall not be required to layoff during their regular shift to equalize any overtime worked previously.
- 21.05 Where overtime of three (3) hours or more is required, the Employer shall provide a one-half ( $\frac{1}{2}$ ) hour meal break without pay at the Employees option and shall provide a meal from the facility free of charge.
- 21.06 Failure to provide fifteen and one-half ( $15\frac{1}{2}$ ) hours off duty between scheduled shifts as required in clause 20.03(a)(i) will result in payment of overtime for hours worked during the normal rest period.

## **ARTICLE 22 – PREMIUMS**

### **22.01 Weekend Premium**

An Employee shall be paid, in addition to her basic hourly 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 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 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 differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Employees working a shift where the majority of the hours of the shift 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 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 fall 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 fall 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 fall 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 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 fall 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 fall 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 fall between fifteen hundred (1500) hours and zero seven hundred (0700) hours.

22.03 The premiums set out under clauses 22.01 and 22.02 shall not be considered as part of the Employee's basic hourly rate of pay.

**ARTICLE 23 – IN-SERVICE PROGRAM**

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

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

**ARTICLE 24 – NAMED HOLIDAYS**

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

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

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

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

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

24.03 A Full-time Employee obliged to work on a Named Holiday shall be paid for all hours worked at time and one half (1½X) her basic hourly 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) by mutual agreement, the Employee may receive payment for such day at her basic hourly 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 on the Named Holiday 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 on that Named Holiday 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.

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

24.05 In lieu of named holidays, Part-time or Casual Employees shall be paid four point two percent (4.2%) in addition to their basic hourly rate of pay.

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

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

24.08 (a) An Employee shall be so scheduled as to provide her with either Christmas or New Year's Day off unless otherwise requested.

- (b) For an Employee granted Christmas or New Year's Day off, the Employer will endeavour, subject to operational requirements, to schedule such that she will have two (2) consecutive days where she will not be obliged to work (i.e., December 24<sup>th</sup> and 25<sup>th</sup> or December 25<sup>th</sup> and 26<sup>th</sup>, December 31<sup>st</sup> and January 1<sup>st</sup> or January 1<sup>st</sup> and 2<sup>nd</sup>).

**ARTICLE 25 – ANNUAL VACATION**

25.01 (a) For the purpose of calculating eligibility, the vacation year shall be the period from June 1<sup>st</sup> of any year to May 31<sup>st</sup> of the next year. Full-time and part-time Employees will be granted vacation based on the number of years of service completed by May 31<sup>st</sup>.

After one (1) year of service as at May 31 <sup>st</sup>	Two (2) weeks vacation with pay at 4%
After two (2) years of service as at May 31 <sup>st</sup>	Three (3) weeks vacation with pay at 6%
After six (6) years of service as at May 31 <sup>st</sup>	Four (4) weeks vacation with pay at 8%
After fourteen (14) years of service as at May 31 <sup>st</sup>	Five (5) weeks vacation with pay at 10%
After twenty (20) years of service as at May 31 <sup>st</sup>	Six (6) weeks vacation with pay at 12%

Vacation pay shall be the percentage calculated on gross earnings for the twelve (12) month period ending May 31<sup>st</sup>.

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.

- (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 25.03 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 25.01(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 to a maximum of five (5) vacation days.

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

Supplementary vacation is subject to scheduling consistent with clause 25.03 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 25.01(a) above for part-time Employees.

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

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

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

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

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

- (e) The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during July and/or August. No Employee shall be allowed more than two (2) weeks in July or August until all staff have had an opportunity for two (2) weeks vacation in July or August.
- (f) In extenuating circumstances upon written request one (1) week of vacation leave may be carried over from one vacation year to the next, provided the additional week is not taken during June, July or August.

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

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

25.06 For the purpose of vacation, all Employees will be credited with all years of service with Extendicare (Canada) Inc.

25.07 Vacation time earned shall be scheduled and granted on a year round basis, except between December 15<sup>th</sup> and January 5<sup>th</sup>, when there may be some restriction.

25.08 Vacation pay for Casual Employees will be paid on each cheque based on the percentage in clause 25.01.

## **ARTICLE 26 – LEAVE OF ABSENCE**

### **26.01 General Policies Governing Leaves of Absence**

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

- (a) Applications for leave of absence shall be submitted in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return. A false statement in an application for leave of absence or neglect to return at the end of the leave granted may result in discipline up to and including dismissal of the employment which shall be reported to the Union.
- (b) Leaves of absence may be granted at the discretion of the Employer. Approval for leaves will be subject to the regular operation of the facility and will not be unreasonably denied. Leave of absence may be extended with the approval of the Employer. Requests for extension of leave will be made in writing as outlined in clause 26.01(a).

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

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

26.02 Bereavement Leave

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

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

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

26.03 Parental Leave

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

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

Such leave shall be without pay and benefits except for the portion of maternity leave during which the Employee has a valid health related reason for being absent for work and is also in receipt of sick leave, if any.

Maternity leave shall not exceed fifty-two (52) weeks unless mutually agreed otherwise between the Employer and Employee.

- (b) A father-to-be who has completed six (6) months continuous employment shall, upon his written request be granted an unpaid leave of absence, provided that the initial application for such leave is made twenty-eight (28) calendar days prior to the commencement of the leave. Such leave will be without pay and benefits and shall not exceed fifty-two (52) weeks.

#### 26.04 Adoption Leave

- (a) An Employee who has completed six (6) months continuous employment shall, upon written request, giving twenty-eight (28) calendar days notice before the Employee can reasonably expect to first obtain custody of the child being adopted, be granted leave without pay or benefits for up to fifty-two (52) weeks as necessary for the purpose of adopting a child.
- (b) Where the Employee is unable to comply with clause 28.04(a), the Employee may commence adoption leave upon one (1) day's notice provided the application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.

#### 26.05 Educational Leave

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

#### 26.06 Jury or Witness Duty

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

### 26.07 Casual Employees

This Article will have no application to Casual Employees. However, the provisions of 26.02 (Bereavement Leave), 26.05 (Educational Leave) and 26.06 (Jury or Witness Duty) shall apply to Casual Employees scheduled to work in a temporary position of more than three (3) months.

### 26.08 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 up to six (6) months. "Immediate family member" shall be as defined at clause 26.02.

Qualified person means an immediate family member defined as mother, father, spouse including fiancé(e) or child in accordance with the compassionate care benefit under Employment Insurance legislation.

- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for terminal care leave.
- (c) In order to qualify for leave under this provision, the Employee shall meet the eligibility requirements of the Employment Insurance regulations.

## **ARTICLE 27 – SICK LEAVE**

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

27.02 Full and Part-time Employees who have completed their probationary period shall accumulate sick leave credits at the rate of twelve (12) hours for every one hundred seventy three point three (173.3) hours worked to a maximum of one thousand forty (1040) hours. However, an Employee shall not be entitled to apply sick leave credits prior to the completion of her probationary period. Employees shall cease to accrue sick leave while on unpaid leaves of absence or layoff.

27.03 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.

27.04 An Employee granted sick leave shall be paid for the period of such leave at the basic hourly rate of pay and the time thus paid shall be deducted from her accumulated sick leave credits up to a total amount of the Employee's accumulated credits at the time sick leave commenced.

- 27.05 It is understood that a medical doctor's certificate may be requested by the Employer for any periods of absence. When a medical doctor's certificate is required, the Employee shall be notified during her absence from work that a medical doctor's certificate will be required upon the Employee's return to work.
- 27.06 When an Employee has accrued the maximum sick leave credit of one hundred thirty (130) working days she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 27.07 Employees shall make every reasonable effort to schedule their medical appointments outside the working hours but should that not be possible, provided that she has been given proper authorization by the Employer, sick leave credits may be used for the time required for the appointment.
- 27.08 No sick leave credits shall be granted for any illness or injury which is incurred by an Employee during her vacation, however, sick leave credits shall be granted after the expiry of the Employee's vacation and provided the illness or injury continues beyond the vacation period. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of clause 27.05. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.
- 27.09 Upon request, but not more frequently than once per year, the Employer shall advise an Employee of her accrued sick leave credits.
- 27.10 An Employee who has exhausted her sick leave credits during the course of an illness or injury and the injury or illness continues may be granted a leave of absence without pay or benefits from the Employer. The Employer shall not deny such leave if the denial is contrary to the applicable legislation and the Employee shall, in the pursuit of such request for such leave of absence, comply with applicable legislation.
- 27.11 (a) During an absence pursuant to which an Employee is receiving sick leave, the Employee will notify the Employer of her intention and fitness to return to work as far in advance as possible. The Employer, after being notified that the Employee wishes to return to work, may choose to require medical evidence of fitness. Subject to such medical evidence, the Employee will be scheduled to return to work in accordance with those shifts which the Employee would have been otherwise regularly scheduled as per her posting.
- (b) In order to comply with this provision, the Employer has the discretion to revise the posted working schedule for Employees who are scheduled as replacements for Employees who are absent.

- (c) At the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
- (i) is not capable of resuming work pursuant to section (a); or
  - (ii) for whom, after a reasonable effort having been made, alternate employment is not available,

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

27.12 When an Employee who resigned from employment at an A.U.P.E. certified Extencicare facility is hired by the Employer within thirty (30) days of her resignation, the Employer will recognize her accrued and unused sick leave credits from that Extencicare facility as at the date of her resignation.

#### 27.13 Family Illness

If an Employee requires time off for the purpose of attending to a family illness, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave to a maximum of three (3) days per calendar year. Employees may be required to submit satisfactory proof of such illness.

For clarification, "family" refers to immediate family – spouse, children, mother, father.

### **ARTICLE 28 – HEALTH BENEFITS**

#### 28.01 Extended Health Care Plan

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

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

from their date of employment and Employees who are hired between the sixteenth and the end of any month will be enrolled effective the first day of the month following their achievement of the ninety (90) days from their first date of employment.

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

28.04 All eligible Employees at Cedars Villa Nursing Home must be enrolled for Life Insurance and Accidental Death and Dismemberment. Supplementary Health Care and Dental Care may be waived if the Employee and/or her spouse have coverage under another plan. If an Employee waives the Supplementary Health Care and/or Dental coverage, and later wishes to obtain it, she must submit Evidence of Insurability satisfactory to our insurance carrier. However, if an Employee is requesting coverage lost under a spouse's plan and makes such request within thirty-one (31) days from the date of such other coverage cancels, evidence will not be required.

28.05 Part-time Employee Benefits

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

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

**ARTICLE 29 – WORKERS' COMPENSATION**

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

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

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

- (a) The Employee will be paid at ninety percent (90%) of regular net salary as defined by the WCB for all such leave pursuant to this Clause.

- (b) If the WCB denies the claim, the Employee will be reimbursed for any additional sick leave benefits to which the Employee is entitled, and which have not been paid under this Clause. The Employee's sick leave bank will be adjusted accordingly.
  - (c) If the WCB approves the claim, the payment from WCB will be made directly to the Employer. The Employee's sick leave bank will be adjusted accordingly.
  - (d) Employees who do not have sick leave credits or whose sick leave credits are exhausted prior to approval of her WCB claim will receive payment directly from the WCB.
- 29.04 An Employee who is in receipt of Workers' Compensation Benefits shall make arrangements to continue paying the Employee portion of benefit premiums for any benefit for which she was enrolled at time of injury subject to the terms of the benefit plans. The Employer shall also continue paying the Employer portion of benefit premiums for which she was enrolled at the time of injury.
- 29.05 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 29.06 An Employee who has been on WCB who is certified by the WCB to be fit to return to work on modified work shall advise the Employer immediately of her readiness to return to work.
- 29.07 The Employee shall keep the Employer advised as to the progress of her condition on an ongoing basis.
- 29.08 The provisions of clauses 29.02, 29.03, 29.04 and 29.05 shall have no application to Casual Employees.

### **ARTICLE 30 – RESIGNATION**

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

**ARTICLE 31 – APPOINTMENTS, TRANSFERS AND VACANCIES**

- 31.01 The Employer shall post notices of vacant positions (job posting) the Employer intends to fill for at least eight (8) calendar days. The vacancy shall not be permanently filled prior to the completion of the posting procedure. The job posting shall include the job classification title, qualifications and hours of work averaged over a shift rotation.
- 31.02 In making appointments and filling vacancies, appointments will be made on the basis of the most requisite job related skills; training, knowledge and other relevant attributes and where these factors are considered by the Employer to be equal, then seniority shall be the deciding factor.
- 31.03 Employee(s) shall make applications for job postings in writing to the Employer.
- 31.04 (a) The name of the successful applicant (job posting award) shall be posted on the Union bulletin board and a copy provided to the Union within seven (7) calendar days of making the job posting award.
- (b) The Employer shall provide a letter of appointment to each Employee confirming the information set out at clause 31.01(b) (which may be a copy of the job posting award).
- 31.05 Transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of one hundred and fifty-five (155) hours worked, in which to demonstrate the ability to fill the new position satisfactorily. If the Employer finds the Employee to be unsatisfactory during the trial period, or the Employee wishes to return to her former position, the Employer shall reinstate the Employee in her former position without loss of seniority. Any other Employee affected by the rearrangement of positions shall also revert back to her former status without loss of seniority.
- Employees awarded a job posting which results in a shift change within her existing job classification, the Employees will be given a trial period of fourteen (14) calendar days from the date of appointment to the new shift. 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 her former status without loss of seniority.
- If an Employee vacates the position under either paragraph above within the cited trial period, the vacated position shall be offered to other qualified applicants from the original posting in accordance with the above provisions. Should there be no qualified applicants, the position shall be reposted.
- 31.06 The posting provisions of this Article shall be waived in the event vacancies occur while Employee(s) have received notice of layoff but are not yet on layoff.

- 31.07 In the event a Full or Part-time Employee is the successful applicant for a temporary vacancy, such Employee shall be returned to her former position if it still exists, otherwise, such Employee shall have access to Article 19 – Layoff and Recall.
- 31.08 (a) When an Employee is appointed to a position in a job classification with a higher end rate than her present job classification, she shall be advanced to the next pay step that provides her with an increase in her basic hourly rate of pay.
- (b) When an Employee has applied for and has been accepted for a position in a job classification with an end rate that is less than her present job 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 hourly rate of pay.

### **ARTICLE 32 – JOB CLASSIFICATIONS**

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

### **ARTICLE 33 – REGISTERED RETIREMENT SAVING PLAN (R.R.S.P.)**

- 33.01 (a) The Employer agrees to implement an Employer-administered R.R.S.P. (the Plan) for full-time and part-time Employees who have completed their probationary period. Employee participation in the Plan will be on a voluntary basis.
- (b) An Employee's decision to participate or not shall be made once per year within the two (2) week period prior to July 1. A decision to participate or not shall be effective for the twelve (12) month period following July 1.
- (c) Participating Employees shall contribute forty cents (\$0.40) per hour worked into the Plan. For each participating Employee, the Employer will contribute forty cents (\$0.40) per hour worked to the participating Employee's R.R.S.P.

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

- (c) Participating Employees shall contribute fifty-five cents (\$0.55) per hour worked into the Plan. For each participating Employee, the Employer will

contribute fifty-five cents (\$0.55) per hour worked to the participating Employee's R.R.S.P.

- 33.02 (a) Employees may choose to make additional voluntary contributions (AVC) to their own R.R.S.P. Such AVC shall not be matched by the Employer.
- (b) An Employee shall determine and notify the Employer in writing of the amount of her AVC. For purposes of the AVC, the AVC shall be set out as either (a) an amount deducted on hours worked including regular, orientation, staff development, health and safety and union pay, or (b) a flat amount deducted per pay period.
- (c) Employees may choose to make such AVC, or not, once per year within the two (2) week period prior to July 1.
- (d) It is understood and agreed that Employees are solely responsible for such AVC. If, as a result of the AVC, the Employee will be over-contributing pursuant to Canada Customs and Revenue Agency (CCRA) guidelines, regulations, legislation, etc. regarding R.R.S.P., the Employee shall bear the full responsibility of penalties, repayments, income tax implications and the like, and that the Employer shall not be responsible in any manner in respect of such penalties, repayments, income tax implications and the like.
- 33.03 In the event that an Employee withdraws their R.R.S.P. funds from the Plan while still employed, the Employee will not be permitted to participate in the group R.R.S.P. for one (1) year from the date of such withdrawal. Both the Employee and the Employer contributions shall cease on the date the Employee elects to withdraw their accumulated contributions.

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

### **ARTICLE 34 – SALARIES**

- 34.01 The basic hourly rates of pay as set out in Schedule "A" shall be applicable to all Employees covered by this Collective Agreement.
- 34.02 Employees within their job classification will progress through the increment structure on the basis of hours worked within the job classification.
- 34.03 Paydays shall be on a bi-weekly basis.
- 34.04 (a) For newly hired LPNs only, where the Employee has 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 two thousand and eighty (2080) hours for LPNs in the qualifying period.

- (b) For newly hired Health Care Aides only, where the Employee has 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 in accordance with the hours required under the wage schedule for Health 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 35 – TRAVEL ALLOWANCE**

### **35.01 Travel Allowance**

When an Employee is requested and agrees to use his or her own automobile for Employer's business after the normal travel to work and before traveling home from work, such Employee shall be paid at a rate of thirty-five cents (\$0.35) per kilometer.

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

When an Employee is requested and agrees to use his or her own automobile for Employer's business after the normal travel to work and before traveling home from work, such Employee shall be paid at a rate of forty-four cents (\$0.44) per kilometer.

**SCHEDULE "A"**

Job Classification	Step	Hours	January 1, 2009	May 28, 2010	January 1, 2011	July 1, 2011	January 1, 2012
Dietary Aide	1A	Start	\$13.98	\$14.26	\$14.55	\$14.84	\$14.99
Housekeeping Aide	1B	480	\$14.56	\$14.86	\$15.15	\$15.46	\$15.61
Laundry Aide	2	2080	\$15.88	\$16.20	\$16.52	\$16.85	\$17.02
	3	4160	\$16.20	\$16.52	\$16.85	\$17.19	\$17.36
	4	6240	\$16.44	\$16.77	\$17.11	\$17.45	\$17.62
	1A	Start	\$14.64	\$15.83	\$16.38	\$16.38	\$16.71
Unit Clerk	1B	480	\$15.27	\$16.51	\$17.09	\$17.09	\$17.43
	2	2080	\$16.57	\$17.92	\$18.54	\$18.54	\$18.92
	3	4160	\$16.89	\$18.27	\$18.91	\$18.91	\$19.28
	4	6240	\$17.15	\$18.54	\$19.19	\$19.19	\$19.57
Recreation Aide	1A	Start	\$14.64	\$15.83	\$16.38	\$16.38	\$16.71
	1B	480	\$15.27	\$16.51	\$17.09	\$17.09	\$17.43
	2	2080	\$16.57	\$17.92	\$18.54	\$18.54	\$18.92
	3	4160	\$16.89	\$18.27	\$18.91	\$18.91	\$19.28
	4	6240	\$17.15	\$18.54	\$19.19	\$19.19	\$19.57
Care Aide (1)	1A	Start	\$14.64	\$15.83	\$16.38	\$16.38	\$17.12
	1B	480	\$15.27	\$16.51	\$17.09	\$17.09	\$17.86
	2	2080	\$16.57	\$17.92	\$18.54	\$18.54	\$19.38
Health Care Aide (1)	1A	Start	\$15.22	\$16.46	\$17.04	\$17.04	\$17.80
	1B	480	\$15.88	\$17.17	\$17.77	\$17.77	\$18.57
	2	2080	\$17.23	\$18.63	\$19.29	\$19.29	\$20.15
	3	4160	\$17.32	\$18.73	\$19.39	\$19.39	\$20.26
	4	6240	\$17.66	\$19.09	\$19.76	\$19.76	\$20.65
	5	8320	\$17.93	\$19.38	\$20.06	\$20.06	\$20.96
	6	10400	\$18.29	\$19.77	\$20.46	\$20.46	\$21.38
	7	12480	\$18.45	\$19.95	\$20.65	\$20.65	\$21.58
Cook	1	Start	\$16.99	\$17.33	\$17.68	\$18.03	\$18.21
	2	2080	\$17.87	\$18.23	\$18.60	\$18.97	\$19.16
	3	4160	\$18.22	\$18.58	\$18.96	\$19.34	\$19.53
	4	6240	\$18.49	\$18.86	\$19.24	\$19.63	\$19.82
Maintenance I	1	Start	\$18.67	\$19.04	\$19.42	\$19.81	\$20.01
	2	2080	\$19.05	\$19.43	\$19.82	\$20.22	\$20.42
	3	4160	\$19.42	\$19.81	\$20.21	\$20.61	\$20.82
	4	6240	\$19.78	\$20.18	\$20.58	\$20.99	\$21.20
	5	8320	\$20.14	\$20.54	\$20.96	\$21.37	\$21.59
	6	10400	\$20.85	\$21.26	\$21.69	\$22.12	\$22.34

Job Classification	Step	Hours	January 1, 2009	May 28, 2010	January 1, 2011	July 1, 2011	January 1, 2012
Maintenance II	1	Start	\$19.05	\$19.43	\$19.82	\$20.22	\$20.42
	2	2080	\$19.42	\$19.81	\$20.21	\$20.61	\$20.82
	3	4160	\$19.78	\$20.18	\$20.58	\$20.99	\$21.20
	4	6240	\$20.14	\$20.54	\$20.96	\$21.37	\$21.59
	5	8320	\$20.53	\$20.94	\$21.36	\$21.78	\$22.00
	6	10400	\$21.24	\$21.66	\$22.09	\$22.54	\$22.76
Maintenance III	1	Start	\$19.42	\$19.81	\$20.21	\$20.61	\$20.82
	2	2080	\$19.78	\$20.18	\$20.58	\$20.99	\$21.20
	3	4160	\$20.14	\$20.54	\$20.96	\$21.37	\$21.59
	4	6240	\$20.53	\$20.94	\$21.36	\$21.78	\$22.00
	5	8320	\$20.89	\$21.30	\$21.73	\$22.16	\$22.39
	6	10400	\$21.61	\$22.05	\$22.49	\$22.94	\$23.17
LPN (2)			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		

**Responsibility Pay** – A Licensed Practical Nurse deemed by the Employer to assume charge responsibilities will receive one dollar (\$1.00) per hour while so deemed.

**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.

**SIGNATURES**

IN WITNESS WHEREOF the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

DATED AT \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2010.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE CANADA INC.  
CEDARS VILLA**

**AND**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 048 Chapter 013 – Cedars Villa)**

**LOU RE: LICENSED PRACTICAL NURSE WAGE SCHEDULE**

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 this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE CANADA INC.  
CEDARS VILLA**

**AND**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 048 Chapter 013 – Cedars Villa)**

**LOU RE: CONTRACTING OUT**

The Employer agrees not to contract out work of the Bargaining Unit that would result in the lay-off of a Full-time or Part-time Member of the Bargaining Unit before December 31, 2012.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE CANADA INC.  
CEDARS VILLA**

**AND**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 048 Chapter 013 – Cedars Villa)**

**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 shall be one hundred percent (100%) Employee paid. The Employer will deduct premiums from the Employee's pay and forward same onto 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE CANADA INC.  
CEDARS VILLA**

**AND**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 048 Chapter 013 – Cedars Villa)**

**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 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.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE CANADA INC.  
CEDARS VILLA**

**AND**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 048 Chapter 013 – Cedars Villa)**

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**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 this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:

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**\*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:

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