

COLLECTIVE AGREEMENT

between



-and-

CUPE Local 474 Operation Friendship Seniors Society



Effective April 1, 2009 – March 31, 2011

Contact Information

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**This Collective Agreement is a
joint publication between**

CUPE Local 474
(hereinafter referred to as the “Union”)

-and-

Operation Friendship Seniors Society
(hereinafter referred to as the “Employer”)

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Preamble - Purpose of Agreement

The parties to this Agreement share a commitment to high quality housing and support services to the seniors of Operation Friendship Seniors Society owned and/or managed properties.

It is the purpose of both parties to this Agreement:

- (a) To continue sound working relations between the Employer, employees and the Union and provide settled and reasonable conditions of employment.
- (b) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions.

Article 1 - Term

- 1.01 This Agreement shall be binding and remain in effect from the date of ratification to March 31, 2011 and shall continue from year to year thereafter unless either party gives to the other party notice in writing to amend this agreement. Such notice shall be served no sooner than one hundred and twenty (120) days and not later than sixty (60) prior to the expiry date of this agreement.
- 1.02 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this agreement.
- 1.03 Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed, or the right to strike or lockout accrues, whichever occurs first. If negotiations extend beyond the termination of the agreement, any revision in terms mutually agreed upon shall not apply retroactively to that date, unless otherwise specified.
- 1.04 During the term of this Collective Agreement the parties agree that there will be no strike or lockout and there shall be no strike or lockout contrary to the provisions of the *Alberta Labour Relations Code*.

Article 2 - Recognition

- 2.01 The Employer recognizes the Union as the sole bargaining agent for employees covered by this collective agreement and as described in Certificate 7-2006 issued by the Labour Relation Board, except the Assistant Lodge Manager and Accountant.
- 2.02 No employee or group of employees shall be required or permitted to make a written or verbal agreement with the Employer.
- 2.03 Union business shall not take place during an employee's working hours and/ or on the Employer's premises without the prior permission of the Employer.

- 2.04 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees. Such a representative may enter the premises of the Employer after first receiving permission from the Executive Director. The operations of the Employer shall not be interfered with by the representative while on the Employer's premises.

Article 3 - Definitions

- 3.01 Regular Employee shall mean an employee who is regularly scheduled and whose employment is designated as full-time:
- (a) Full-Time Employee shall mean an employee who is regularly scheduled to perform hours of work as specified in Article 10, Hours of Work.
- 3.02 Casual Employee shall mean an employee hired on a call-in basis to temporarily replace a regular employee absent due to injury, illness, vacation, holiday, or any other approved leave of absence. Casual Employees do not have a continuing employment relationship with the Employer and except where specifically stated, the provisions of this Collective Agreement shall not apply to Casual Employees.
- 3.03 Temporary Employee shall mean an employee hired to perform a definite term of employment not to exceed three (3) months, except by mutual agreement between the Union and the Employer. Temporary Employees do not have a continuing employment relationship with the Employer and except where specifically stated, the provisions of this Collective Agreement shall not apply to Temporary Employees.
- 3.04 Shift is defined as a daily tour of duty inclusive of paid and unpaid breaks and exclusive of overtime.
- 3.05 Basic Hourly Rate of Pay shall be defined as the hourly rate of pay allocated to an employee in accordance with Appendix 'A' – Wages.
- 3.06 Shift Rotation shall mean a repeating pattern of shifts over a definite period of time.
- 3.07 The following articles shall apply to temporary employees:

Preamble: Purpose of Agreement	Article 7 – Correspondence
Article 1 – Term	Article 8 – Grievance Procedure
Article 2 – Recognition	Article 9 – Shop Stewards
Article 3 – Definitions	Article 10 – Hours of Work
Article 4 – Union Membership and Check-Off	Article 11 – Overtime, Premiums and Employee Expenses
Article 5 – No Discrimination	Article 14 – Occupational Health & Safety
Article 6 – Job Descriptions & Employee Appraisals	Article 15 – Bulletin Boards
	Article 16 – Salaries

Article 17 – Leaves of Absence
Article 18 – Worker’s
Compensation
Article 19 – Postings and Job
Opportunities

Article 20 – Discipline,
Suspension and Discharge
Article 21 – Paid Holidays
Article 27 – Copies of the
Collective Agreement
Article 30 – Training

3.08 The following articles shall apply to casual employees:

Article 1 – Term
Article 2 – Recognition
Article 3 – Definitions
Article 4 – Union Membership
and Check-Off
Article 5 – No Discrimination
Article 6 – Job Descriptions &
Employee Appraisals
Article 7 – Correspondence
Article 8 – Grievance Procedure
Article 9 – Shop Stewards
Article 10 – Hours of Work
Article 11 – Overtime, Premiums
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Article 14 – Occupational Health
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Article 15 – Bulletin Boards
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Article 17 – Leaves of Absence
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Compensation
Article 19 – Postings and Job
Opportunities
Article 20 – Discipline,
Suspension and Discharge
Article 21 – Paid Holidays
Article 27 – Copies of the
Collective Agreement

Article 4 - Union Membership and Check-Off

4.01 Membership in the Union shall be voluntary on the part of each employee. The Employer will, as a condition of employment, deduct from the earnings of each employee covered by this Collective Agreement an amount equal to the dues as determined by the Union. Such deductions shall be forwarded by direct deposit to the Secretary-Treasurer of Union not later than the tenth (10th) day of the following month in which the dues were deducted or sooner if completed before such date accompanied by a list of each employee name and the amount deducted.

4.02 The Employer shall provide the following when submitting monthly dues to the Union:

Individual employee’s name and classification.
Individual employee’s hourly rate of pay.
Location of employment.
Individual employee’s employment status (full time or casual)
Total payroll cost for the period of the due submission.

Every six (6) months and upon the hire of a new employee, the Employer will provide the Union with a list of individual employee’s phone numbers and mailing addresses.

The Union will advise the Employer in writing of any changes in the amount of dues to be deducted from the employees covered by this Collective Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the effective date of the change.

- 4.03 Income tax (T-4) slips provided to employees shall indicate the amount of union dues paid by each employee in the year.
- 4.04 The Employer agrees to acquaint new and potential employees with the fact that a collective agreement is in effect and the employee's right to belong to and be represented by the Union.
- 4.05 A Representative of the Union shall be given an opportunity to meet with each new employee or group of employees within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union. The Employer may schedule a time during the general orientation session for new employees for the Union to conduct its orientation.

Article 5 - No Discrimination

5.01 The Union and the Employer agree that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his membership or activity in the Union or any other reason.

5.02 Harassment

- (a) Individuals should be able to work and live in an environment free from discrimination and harassment.
- (b) "Harassment" is conduct or comments that are intimidating, threatening, demeaning, or abusive and may be accompanied by direct or implied threats to status, conditions of employment, union membership, or reputation.

Article 6 - Job Descriptions & Employee Appraisals

6.01 Job descriptions and duties shall be available at each site so that all staff have access to these.

- 6.02 Where a formal evaluation of the employee's performance is made, the employee concerned shall review and sign the performance evaluation form upon its completion to indicate that its contents have been read. An employee shall be provided with a copy of his or her performance evaluation form.

The employee shall have the right to place his own comments on the form, or to append his comments to the form.

- 6.03 An employee's evaluation shall not be released by the Employer to any person without the written consent of the employee, except as required by law.
- 6.04 Employee appraisals shall be constructive in nature and are intended to assist an employee in advancing her/his career by setting out personal and mutual goals. The Employee appraisal shall not be disciplinary or used in the disciplinary process.

Article 7 - Correspondence

- 7.01 All correspondence between the parties shall pass to and from the Executive Director or designate and the designated site Union representative, with a copy to the President.
- 7.02 The Union shall ensure that an updated list of their respective officers and other representatives are submitted to the Executive Director or designate.

Article 8 - Grievance Procedure

8.01 Definition of a Grievance

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

8.02 Settling of Disputes and Grievances

- (a) An employee or the Union shall have the right at any time to have the assistance of a C.U.P.E. Representative.
- (b) At all levels of discussion and the grievance procedure:
- (i) a sincere attempt shall be made by both parties to the Collective Agreement through discussion to resolve problems in the workplace.
 - (ii) a meeting may be arranged to discuss the problem and exchange information.

8.03 **Informal Procedure**

When the Union or an employee believe that there is a problem arising out of the interpretation, application or alleged violation of this Collective Agreement should first discuss the matter with the employee's immediate supervisor within ten (10) days of when the employee first became aware of, or reasonably should have become aware of, the occurrence.

The employee shall have the right to be accompanied by a Shop Steward or Union Officer while discussing the matter with the employee's immediate supervisor.

The immediate supervisor shall respond to the Union's or employee's concern within ten (10) days of having met with the employee.

If the matter is not resolved through the informal process, the grievance may be rendered in writing, within ten (10) days of receipt of the immediate supervisor's decision/response, and proceed to Step I of the formal grievance procedure specifying the nature of the grievance and the redress sought.

8.04 **Formal Grievance Procedure**

Step I - Immediate Supervisor

The immediate supervisor, or designate, shall render a decision in writing to the Union within ten (10) days of receipt of the grievance.

Step II - Executive Director

If the grievance is not resolved at Step I, the grievance shall, within ten (10) days of receipt of the decision of the immediate supervisor, be forwarded in writing by the Union, to the Executive Director, or designate. The Executive Director or designate shall render a decision in writing to the Union within ten (10) days of the receipt of the grievance.

Step III – Mediation

After receipt of the decision of the Executive Director, or designate, either party may request that a mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution. A mediator shall be appointed by mutual agreement between the parties.

The proceedings shall be conducted with a view to settling the dispute and as such, anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.

The fees and expenses of the mediator shall be equally borne by both parties.

The grievance may be resolved by mutual agreement between the parties. The parties shall formalize the resolution in writing which shall be signed by the

parties and grievor(s) and the grievance shall be deemed withdrawn and there shall be no further recourse.

If the grievance is not settled at this stage, either party may decide to proceed to arbitration within ten (10) days of the end of mediation.

Step IV – Arbitration

- (a) If the grievance is not settled under Step II above, the Union shall within ten (10) days of receiving the decision of the Executive Director, at Step II above, notify the Employer in writing of its intention to submit the grievance to arbitration and shall inform the Employer of the Union's nominee to an Arbitration Board. The Employer shall, within ten (10) days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board. The two (2) appointees so named shall, within ten (10) days, appoint a third person who shall be the Chair of the Arbitration Board. In the alternative, the parties may agree to the appointment of a single Arbitrator who shall act as the Arbitration Board.
- (b) If the two (2) members fail to appoint a third person within the time limits, the Minister of Labour shall appoint the Chair of the Arbitration Board.
- (c) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chair shall be the decision of the Board.
- (d) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chair.
- (e) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.

8.05 Definition of Days

Throughout this Article, the reference to "days" shall not include Saturdays, Sundays, or Paid Holidays.

8.06 Time Limits

- (a) The time limits specified in the informal procedure and the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.

- (b) Should the employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered abandoned. 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.

8.07 **Individual Grievance**

An individual grievance is a grievance that affects an individual employee and shall commence at Step I of the Grievance Procedure.

8.08 **Policy Grievance**

- (a) Where a dispute involving the question of general application or interpretation the Union or the Employer may proceed on a policy grievance.
- (b) A policy grievance may be formalized at Step II.

8.09 **Group Grievance**

In the event that a difference affects two (2) or more employees, those so affected, or the Union, may group the grievances and have them dealt with as a single grievance when formalized at Step I of the Grievance Procedure.

8.10 **Dismissal Grievance**

In the event an employee alleges dismissal without just cause, the employee's grievance may commence at Step II, within ten (10) days of the occurrence.

8.11 **Replies in Writing**

Except for Informal Discussion, replies to grievances shall be in writing at all stages.

8.12 **Facilities for Grievances**

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

The parties may at any time during the grievance process meet to discuss the circumstances of the grievance, share information and/or explore potential resolution on a without prejudice basis.

- 8.13 In the event that any management identified in the grievance steps are one and the same, the subsequent Step will be deemed to have been complied with.

Article 9 - Shop Stewards

- 9.01 The Shop Steward System is accepted in principle by the Employer, and Shop Stewards will be recognized as having authority to act on behalf of other employees. The names of Shop Stewards will be supplied in writing to the Employer before they are recognized as Shop Stewards.
- 9.02 Union Officers will be recognized as Shop Stewards for the purpose of this Article.
- 9.03 The Employer agrees that the Shop Steward shall not be prevented from performing the Shop Steward's function while investigating disputes and presenting adjustments. The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer and that the Shop Steward will not leave work during working hours except to perform Shop Steward duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave work without obtaining the permission of the Shop Steward's supervisor, and subject to operational considerations, such permission shall not be unreasonably withheld.
- 9.04 Shop Stewards shall suffer no loss of pay for time spent on the Employer's premises performing these duties.

Article 10 – Hours of Work

- 10.01 It is understood and agreed that work shall provide for a continuous operation Monday through Sunday.
- 10.02 **Hours of Work**
- (a) **Full-time Employees**
- (i) **Full-time Cooks-McCauley**
Full-time Cooks shall work regularly scheduled shifts consisting of seven (7) hours, inclusive of two (2) paid rest periods of fifteen minutes and exclusive of one (1) unpaid meal period of one (1) hour, and thirty five (35) hours per week averaged over a 2-week shift cycle.
- (ii) **Full-time Cooks-Sparling**
Full-time Cooks shall work regularly scheduled shifts consisting of ten (10) hours, inclusive of two (2) paid rest periods of fifteen minutes and exclusive of one (1) unpaid meal period of one (1) hour, and forty (40) hours per week averaged over a four (4)-week shift cycle.

- (iii) **Resident and Personal Care Aids**
Full-time Resident Aids and Personal Care Aids shall work regularly scheduled shifts of seven (7) hours, inclusive of two (2) paid rest periods of fifteen minutes and exclusive of one (1) unpaid meal period of one (1) hour, and thirty five (35) hours per week averaged over a 9-week shift cycle.
- (iv) Full-time employees in all other classifications shall work regularly scheduled shifts consisting of seven (7) hours of work inclusive of two (2) paid rest periods of fifteen minutes and exclusive of one (1) unpaid meal period of one (1) hour, inclusive of paid rest and meal periods, and thirty five (35) hours per week averaged over a complete cycle of shifts.
- (v) **Outreach Worker, Helping Hands Worker, Housing Registry Worker, Secretary/Receptionist and Drop-In Cook**
Full-time Outreach, Helping Hands, Housing Registry Workers, Drop-In Cook and Secretary/Receptionist shall work regularly scheduled shifts Monday to Friday of seven (7) hours, inclusive of two (2) paid rest periods of fifteen minutes and exclusive of one (1) unpaid meal period of one (1) hour, and thirty five (35) hours per week averaged over a 9-week shift cycle.
- (vi) **Drop-In Supervisor**
The Drop-In Supervisor shall work regularly scheduled shifts of seven (7) hours, inclusive of two (2) paid rest periods of fifteen minutes and exclusive of one (1) unpaid meal period of one (1) hour, and thirty five (35) hours per week averaged over a 9-week shift cycle.

10.03 Scheduling

- (a) Shift cycles shall be posted on the staff bulletin board within each facility. Changes to shift cycles or an employee's schedule may be made by mutual agreement between the Employer and the affected employee(s).
- (b) Unless otherwise specified in this agreement, a shift schedule shall provide for:
 - (i) not more than six (6) consecutive scheduled days of work;
 - (ii) at least two (2) consecutive days off in a fourteen (14) calendar day period;
 - (iii) no split shifts; and
 - (iv) an equal distribution of weekends off within each classification of employees. A weekend shall be a Saturday and a Sunday.

- (c) Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union.

10.04 **Casual Employees**

- (a) Casual employees are expected to provide the Manager or Coordinator with reasonable notice of their inability to work a scheduled shift.
- (b) Casual employees are not regularly scheduled, except when replacing a permanent employee for a block of time in excess of two weeks.
- (c) Casual employees shall provide in writing the extent of their availability.
- (d) Casual employees shall be provided hours of work on a call-in basis. Opportunity to work casual shifts shall be, as much as practical, equally distributed.

10.05 **Staff Meetings**

Employees required to attend staff meetings during their regularly scheduled hours of work shall suffer no loss of pay.

Employees required to attend staff meetings outside of the regularly scheduled hours of work shall be paid three (3) hours pay at the basic rate of pay, or for actual time spent, whichever is greater.

- 10.06 In the event an employee reports for work as scheduled and is requested by the Employer to report for a later shift, the employee shall be compensated by payment of three (3) hours pay at their basic rate of pay.

10.07 **Paid Meal Periods**

When an employee is required to remain on the employer's premises during their meal break, the employee shall be paid during the meal period at their basic hourly rate of pay. An employee shall be prepared to resume active duty during the meal period when required to do so.

10.08 **Step Program**

The employment of STEP Program employees shall not result in the reduction of hours of work for regular employees and they shall be exempted from the collective bargaining relationship.

Article 11 – Overtime, Premiums and Employee Expenses

11.01 The Employer shall determine when overtime is necessary and for what period of time it is required. All authorized overtime worked in excess of and in conjunction with seven (7) hours per day or ten (10) hours per day, as applicable, shall be paid at the rate of one and one-half times (1 1/2X) the basic rate of pay.

11.02 Employees shall not be required to layoff during their regular scheduled shifts to equalize any overtime worked previously.

11.03 Overtime shall be shared as equally as possible among employees who perform the work involved, regardless of rate of pay.

11.04 Employees required to work by the Employer on their scheduled days off shall be paid one and one-half times (1 1/2X) the basic rate of pay.

11.05 Lieu Time

(a) Subject to Employer approval, an employee may request time off in lieu of overtime worked to be taken at a mutual agreeable time between the employee and the Coordinator or Manager.

(b) Time off in lieu of overtime shall be the equivalent of the actual time worked.

(c) Failing approval under (a) above, the Employer shall effect payment of overtime pay at the applicable overtime rate.

11.06 In the event that any two (2) of the following premiums apply simultaneously, the greatest of the applicable premiums will be paid:

(a) Overtime;

(b) Paid Holiday premium

11.07 Call Back

Regardless of Article 11.05, an employee directed to report back to work outside of the employee's regularly scheduled hours of work shall be paid a minimum of three (3) hours at the basic hourly rate of pay, or at the overtime premium for all hours worked, whichever is greater.

11.08 Shift Premiums

(a) An evening premium of seventy-five cents (\$0.75) per hour will be paid to an employee where the majority of working hours fall between fifteen hundred (1500) hours and twenty three hundred (2300) hours.

- (b) A night premium of one dollar and fifty cents (\$1.50) per hour will be paid to an employee where the majority of working hours fall between twenty three hundred (2300) hours and zero seven hundred (0700) hours.

11.09 Criminal Checks

Regular criminal checks are a condition of continued employment. Criminal checks shall be at no cost to the employee and must be submitted in a timely fashion. Upon request, the employee shall be provided a copy of the criminal check.

- 11.10 An Employee who is required to use his or her personal vehicle in the course of her employment, and to maintain business use insurance as a result, shall be required to submit evidence of annual business use insurance coverage when the vehicle is used on such business. The Employer shall reimburse the Employee for business use insurance to a maximum reimbursement of \$260.00 per year.

Article 12 – Probation Period

12.01 Dismissal

A newly hired regular employee shall serve a probation period. Such employee, if determined by the Employer to be unsatisfactory, may be dismissed at any time during the probation period without notice and without recourse to the grievance and arbitration process.

12.02 Feedback on Progress

An employee will be kept advised of progress during the probation period.

12.03 Length of Probation Period

- (a) The probation period shall be three (3) months from the date the employee was newly hired.
- (b) The probation period may be extended by an additional month by mutual agreement in writing between the Employer and the Union.

Article 13 – Seniority

- 13.01 Upon completion of the probation period, an employee shall be credited seniority from their date of hire.

- 13.02 Seniority is defined as continuous service with the Employer and measured in hours of work.

Hours of work shall be inclusive of all employer paid hours exclusive of overtime and paid holidays paid at the overtime rate.

- 13.03 An up to date seniority list shall be sent to the Union in January of each year and when any regular employee is served notice of layoff and such list shall indicate each employee's classification.
- 13.04 If a casual employee achieves a regular position, he or she shall be given credit for service from date of hire as a casual employee provided there has not been a break in service of more than three (3) months, except for absences resulting from Worker's Compensation (WCB) Benefits or absence due to Maternity.
- 13.05 Casual employees will have seniority within the casual pool calculated by the number of hours worked from the date of hire for the purpose of scheduling and job postings.

Article 14 – Occupational Health and Safety

- 14.01 The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention in accordance with the Occupational Health and Safety Act.
- 14.02 An Occupational Health and Safety Committee will be established and the Union will have the right to designate two (2) members of the bargaining unit as members of this Committee.
- 14.03 The basic rate of pay will be paid to such employee for time spent in attendance at a meeting of this Committee.
- 14.04 An employee's rights shall be respected in accordance with The Occupational Health and Safety Code.
- 14.05 The Committee shall meet on no less than a quarterly basis during the calendar year.

Article 15 - Bulletin Boards

- 15.01 The Employer shall provide designated space at each facility where all employees have access to it and where the Union shall have the right to post notice of meetings and such other notices as may be of interest to employees. It is not the Union's intention to post anything objectionable and the Employer shall have the right to remove anything objectionable and will inform the Union when it does so.

Article 16 - Salaries

- 16.01 The basic rates of pay as set out in the Salaries Appendix shall be applicable to all employees covered by this Collective Agreement.
- 16.02 Employees shall be paid bi-monthly, through a direct bank deposit to the Employee's designated bank account. The Employer shall consult with and obtain agreement of the Union prior to changing pay days.

16.03 **Wage Rate Protected**

If in the event of reorganization, recall, elimination of positions or classifications an employee is assigned to a lower paid position or classification the employee, while employed in such position, shall continue to receive their previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than their previous basic rate of pay at which time they will then receive the basic rate of pay for the classification to which the position is allocated.

16.04 The parties may mutually agree to meet to discuss adjustments to the base salary grid and sick leave accumulation during the term of the collective agreement.

16.05 The employer may place new employees at any step of the base salary grid based on their qualifications and previous experience. The Union shall be notified of all such instances.

16.06 **Wage Grid Progression**

- (a) All new employees shall commence at the First Step (1) of the wage grid. Upon successful completion of the probation period as outlined in Article 12 of the Collective Agreement will advance to Step 2 in the Wage Grid.
- (b) Any subsequent movement from one step to another step in the Wage Grid shall be after the completion of 1820 paid hours of work, in accordance with Article 16 of this Collective Agreement.
- (c) Paid hours of work shall include paid vacation, paid holidays, paid sick leave, any paid leave of absence and any additional hours of work paid at the hourly basic rate of pay. Paid hours of work shall exclude overtime, unpaid leaves of absence in excess of thirty calendar days, inclusive of time off while in receipt of WCB benefits, short/long term disability benefits paid by an insurance carrier.
- (d) When an Employee achieves a position in a classification within the Pay Grid, with the same end rate as their present classification, the Employee shall move to the Pay Step which is equal to their present basic rate of pay, or if there is no such Pay Step, they shall move to the Pay Step that has a basic rate of pay that is next higher to their present basic rate of pay. An Employee shall maintain the accrued paid hours of work for progression to the next Step in the newly assigned pay range.
- (e) When an Employee achieves a position in a classification within the Pay Grid having a higher end rate than their present classification, the salary of such Employee shall be advanced to the same step in the new

pay range. Where the same Step in the new pay range is less than or equal to the Employee's current rate of pay, they shall advance to the next Step in the new pay range that provides an increase. An Employee shall maintain the accrued paid hours of work for progression to the next Step in the newly assigned pay range.

Article 17 – Leaves of Absence

17.01 General Policies Governing Leaves of Absence

- (a) Application 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 of leave and the date of return. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given.
- (b) Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of one (1) month.
- (c) Subject to Article 17.02 employees shall not be entitled to paid holidays with pay, which may fall during a period of leave of absence without pay.

17.02 Accrual of Benefits While on Leave

- (a) During leaves of absence without pay of longer than thirty (30) calendar days, employees may elect to maintain coverage of the health benefit plan specified in Article 26, provided that the employee makes prior arrangements to pay full premium costs.

17.03 Leave - Union Business

- (a) Provided the efficiency of the facility shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to regular employees elected or appointed to represent the Union at Union Functions, Workshops, Seminars or Schools.
- (b) Up to two (2) Employees shall be granted time off without loss of seniority and without pay in order to participate in negotiations with the Employer. However, when Employees must miss work in order to attend negotiations, the Employer agrees to pay for time missed at work for one (1) Employee. The parties agree that, whenever possible, they will schedule negotiations so that Employees are not required to miss work in order to attend negotiations.
- (c) During such union leaves the Employer shall continue to pay the employee and bill the Union for reimbursement for wages and benefits, plus a reasonable administration fee of five percent (5%).

17.04 **Leave for Public Office**

- (a) The Employer recognizes the right of a regular employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a regular employee may be a candidate in federal, provincial or municipal elections.
- (b) Regular employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.

17.05 **Parental Leave**

- (a) A regular employee who has twelve (12) months of continuous service shall, upon her written request, be granted Maternity Leave to become effective eight (8) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that she commences Maternity Leave no later than the date of delivery. Maternity 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 from work and is also in receipt of sick leave, supplementary unemployment benefits or long term disability benefits. Maternity leave shall not exceed twelve (12) months unless an extension is granted by the Employer. Request for an extension shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional three (3) months.
- (b) A pregnant employee whose continued employment in her position may be hazardous to herself or to her unborn, child, in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the employee may request Maternity Leave as provided above, if the employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in a need for an absence from work longer than twelve (12) months the employee may request further leave without pay and benefits as provided by the General Leave Article.
- (c) A father-to-be who has completed twelve (12) months of continuous service shall, upon his written request, be granted an unpaid leave of absence for the purpose of parenting duties, provided that the initial application for such leave is made four (4) weeks prior to the expected commencement of the leave. Such leave shall not exceed six (6) months.

- (d) An employee absent on Parental Leave shall provide the Employer with two (2) weeks written advance notice of her readiness to return to work, following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the salary scale or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to her up to the date she commenced the leave.

17.06 Adoption Leave

A regular employee who has completed twelve (12) months continuous employment shall, upon written request, be granted leave without pay for up to six (6) months as necessary for the purpose of adopting a child and upon two (2) weeks written notice of intent to return to work, the regular employee shall be re-engaged in the same classification held by her immediately prior to taking adoption leave and at the same rate of pay.

17.07 Court Appearance

- (a) In the event an employee is required to appear before a court of law as a member of a jury or 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 in Court as a member of a jury or a witness in a matter relating to her employment shall be allowed time off without loss or regular earnings which the employee would have normally received based on her regular hours of work. Any fee received as such juror or witness shall be paid to the Employer. An employee acting as a voluntary witness shall not be paid for such absence.
- (c) Where an employee is required by law to appear before a court of law for reasons other than those stated above, she shall be granted a leave of absence without pay. The employee may use a vacation day, banked overtime, or an unpaid leave of absence for the hours not worked. The employee may be required to submit satisfactory proof of the requirement to appear before a court of law.

17.08 Bereavement Leave

- (a) An employee shall be granted three (3) consecutive working days bereavement leave without loss of salary, providing that such leave is taken within a seven (7) consecutive day period, commencing with the date of death, in the event of the death of the following relatives of the employee:

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

- (b) Bereavement leave may be extended by an additional two (2) working days for travel to the funeral in excess of three hundred (300) kilometres provided the employee attends the funeral.

17.09 Critical Illness Leave

In the event one of; a spouse, mother, father, child, brother or sister, is suffering or suffers from a serious illness, the Employer shall approve leave as provided for in the Employment Insurance Act.

17.10 Professional Development Leave

Time off with or without pay for professional development may be granted with the prior approval of the Executive Director.

Article 18 – Worker’s Compensation

- 18.01 Workers' Compensation Board coverage will be provided by the Employer for employees.
- 18.02 The parties agree that the individual employee shall keep the Employer informed of the prognosis of her condition, to the extent possible, in a timely fashion.
- 18.03 An employee who is in receipt of Workers' Compensation benefits shall be deemed to be on approved leave of absence without pay.

Article 19 – Postings and Job Opportunities

- 19.01 When a regular position becomes vacant, or there is a newly created regular position, such positions shall be posted on the employee bulletin board for ten (10) calendar days.
- 19.02 Interested Employees shall apply in writing for the vacant position or the newly created position and shall be given first consideration over any person not covered by this Collective Agreement.
- 19.03 Qualifications for the position shall be consistent with the responsibilities specified in the job description.

19.04 When making appointments, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes as determined by the Employer, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor. Equivalencies will be considered.

19.05 Postings

The posting shall state the classification, Full-Time Equivalent, required knowledge and education, location, hours of work and starting pay.

A copy of the above postings and a notice of the successful applicant shall be forwarded to the Union.

19.06 Trial Period

A regular employee who is the successful applicant of a posting shall be considered on a trial period in her new position for three months following the date of appointment. During this trial period the employee may choose to return or the Employer may direct the regular employee to return to her former position and previous basic rate of pay without loss of seniority.

19.07 Reasonable Accommodation

- (a) The Employer and the Union recognize their joint obligation to accommodate disabled employees.
- (b) The parties will make every effort, to the point of undue hardship, in accommodating the employee and respect the employee's right of representation in the development and implementation of a return to work program.
- (c) The Parties agree to the following terms and conditions for a Modified Work and Early Intervention Program (hereinafter referred to as the Program).
- (d) The goals of the program will be:
 - (i) To jointly develop and monitor modified work agreements between the Employer, the Union and the employee that would accommodate the earlier return to active duty of a disabled employee.
 - (ii) To be consistent with ergonomic principles and undertake ergonomic initiatives when possible and necessary.
- (e) The guiding principles of modified work agreements are:

- (i) The worker's physician/medical practitioner will be consulted regarding the return to work and the modified work agreement.
- (ii) The worker and the Union shall be participants in the development and implementation of a modified work agreement.
- (iii) The worker shall at all times be permitted the assistance of a Union Representative.
- (iv) Consulting with the employee and implementing a modified work agreement shall be accomplished as early as possible following an injury or disabling medical condition.
- (f) Modified work agreements shall be jointly reviewed regularly and amended as required.

Article 20 – Discipline, Suspension and Discharge

- 20.01 An employee shall have the right to have a union representative present at a meeting which involves disciplinary action and is likely to result in a written reprimand, suspension, demotion or discharge. If the employee waives their right to union representation, the Employer will immediately provide the union with written notice of the waiver one working day prior to the disciplinary meeting.
- 20.02 If the Employer issues any written reprimand against an employee which will become part of their disciplinary record on the personnel file, the employee and the union shall be given copies of the reprimand.
- 20.03 An employee may be disciplined or discharged but only for just cause. Such employee and the Union shall be promptly notified in writing, by the Employer with reasons for the discipline or discharge.
- 20.04 Upon service of at least one (1) day notice an employee shall have the right to view her personnel file. An employee shall be given a copy of the contents of her personnel file upon request.
- 20.05 An employee who has been subject to disciplinary action may, after twenty four (24) months of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request may be granted provided the employee's file does not contain any further record of disciplinary action, during the twenty four (24) month period, of which the employee is aware. Such request shall not be unreasonably denied.

Article 21 – Paid Holidays

21.01 Any reference to Paid Holidays in this Agreement applies to the following days:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	Easter Monday

and all general holidays proclaimed to be a statutory holiday by any of the following levels of Governmental authority:

- (a) the Province of Alberta; or
- (b) the Government of Canada.

21.02 No payment shall be due for the Paid Holiday which occurs during:

- (a) a layoff; or
- (b) all forms of leave during which a regular employee is not paid; or
- (c) an absence while in receipt of disability insurance or Worker's Compensation Benefits.

21.03 Lieu Day

A full-time employee shall be entitled to a day off with pay on or for a Paid Holiday provided she:

- (a) works 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) works on the Paid Holiday when scheduled or required to do so.

21.04 Paid Holiday Pay

Subject to Article 21.01 a full-time employee who works on a Paid Holiday shall be paid for all regularly scheduled hours worked on the Paid Holiday at one and one-half times (1½ X) the basic rate of pay plus:

- (a) by mutual agreement, a day added to the full-time employee's next annual vacation, or

- (b) a mutually agreeable day off with pay in conjunction with the full-time employee's regular days off within thirty (30) days either before or after the Paid Holiday; or
- (c) one regular day's pay.

21.05 Paid Holiday While on Vacation

Subject to Article 22 Annual Vacation, when a Paid Holiday falls during a full-time employee's annual vacation the employee shall receive:

- (a) by mutual agreement, a day off with pay added to the full-time employee's annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the full-time employee's regular days off within thirty (30) calendar days of the full-time employee's return from annual vacation; or
- (c) one (1) days regular pay in lieu of the Paid Holiday.
- (d) Payment for Named Holidays not worked or paid in lieu shall be based on the hours of work for the regularly assigned shift.

21.06 Paid Holiday on Day Off

When a Paid Holiday falls on a full-time employee's regularly scheduled day off, the full-time employee shall receive:

- (a) by mutual agreement a day off with pay added to the full-time employee's next annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the full-time employee's regular days off within thirty (30) calendar days, either before or after the Paid Holiday; or
- (c) one (1) regular days pay in lieu of the Paid Holiday.
- (d) Payment for Named Holidays not worked or paid in lieu shall be based on the hours of work for the regularly assigned shift.

21.07 Paid Holiday on a Saturday or Sunday

When a Paid Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Paid Holiday as the day off in lieu of the Paid Holiday. If such designated day off is a full-time employee's regularly scheduled day off, such employee shall then be entitled to the provisions of Article 20.06.

Payment for Named Holidays not worked or paid in lieu shall be based on the hours of work for the regularly assigned shift.

Article 22 - Annual Vacation

22.01 Full-time Employees

During each year of continuous service in the employ of the Employer, a regular full-time employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:

- (a) during the first (1st) to third (3rd) years of such employment a full-time employee earns a vacation time of fourteen (14) working days;
- (b) during the fourth (4th) to fifth (5th) years of such employment a full-time employee earns a vacation time of twenty (20) working days;
- (c) during the sixth (6th) to tenth (10th) years of such employment a full-time employee earns a vacation time of twenty-one (21) working days;
- (d) during the eleventh (11th) and subsequent years of such employment a full-time employee earns a vacation time of twenty six (26) working days.

- 22.02 (a) In this article “employment year” for any employee shall be defined from the period of April 1st to March 31st of the following year.
- (b) Vacation shall be earned in one employment year and shall be taken within the next employment year. There shall be no carryover of vacation from one year to next except with the approval of the Employer.

A regular employee shall be entitled to an unbroken period of vacation equal to her entire annual vacation entitlement unless mutually agreed between the Employer and the permanent employee.

- 22.03 The Employer shall post the vacation schedule planner by April 1 of each year. Employees shall submit their vacation requests by May 1 of each year. The Employer shall post the vacation schedule by June 1 of each year. Where vacation requests are made by May 1, vacation dates shall be allocated based on seniority where it is operationally possible to do so. Request for vacation which are submitted after May 1 will be dealt with on a first come, first serve basis, subject to operational considerations.

A regular employee who chooses to take vacation in broken period shall be allowed to exercise a preference as to choice of vacation dates for only one vacation period within a calendar year.

All vacation requests shall be subject to approval by the Employer and shall not exceed the number of vacation days accrued to the date of the request.

- 22.04 Notwithstanding 22.03, vacation requests for the Christmas season will not be allocated on the basis of seniority. Rather, subject to operational considerations, such vacation requests will be allocated to provide employees with vacation over the Christmas season on a fair rotational basis and, where possible, to provide an employee with Christmas Day off every other year.
- 22.04 An employee leaving the service of the Employer at any time before exhausting their vacation credits shall receive an equivalent cash payout.
- 22.05 There shall be no accrual of vacation entitlement during:
- (i) layoff; or
 - (ii) a leave of absence without pay which is in excess of thirty (30) calendar days; or
 - (iii) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days).

Article 23 - Job Classification

- 23.01 Upon request, the Union or an employee shall be provided with a copy of a current job description for a position.
- 23.02 Should the Employer introduce a new classification, the Employer and the Union shall, within twenty-eight (28) calendar days of the introduction of the new classification, negotiate a wage rate. Should an agreement not be negotiated in this period, the wage rate proposed by the Employer shall be implemented and if the rate of pay is unacceptable to the Union, the Union shall have fourteen (14) days from the date of implementation to refer the matter in writing to arbitration in accordance with Article 8 of the Collective Agreement.

Article 24 - Layoff & Recall

24.01 Layoff and Recall Notice

When, in the opinion of the Employer, it becomes necessary to reduce the workforce, the Employer shall notify an Employee who is to be laid off, in writing, at least twenty-one (21) calendar days prior to the date of the layoff (or provide payment of wages in lieu of notice), except that the twenty-one (21) calendar days notice shall not apply where layoff results from an act of god, fire or flood.

In determining the order of layoff, the Employer shall lay off in reverse order of seniority by classification. In all instances, layoff is subject to the remaining Employee having the qualifications and ability to perform the work.

24.02 **Rights on Layoff**

Upon receipt of a layoff notice, an Employee may:

- (a) move into a vacant position for which her or she has the ability to perform the work; or
- (b) if no such vacancy exists, displace the least senior Employee in his or her classification; or
- (c) if no such Employee exists, displace the least senior Employee in another classification from a position for which she has the qualifications or ability to perform the work; or
- (d) if not such Employee exists, accept the layoff.

A laid off employee shall not be required to displace into a position that has a lower FTE. A laid off employee shall not be permitted to displace into a position that has a higher FTE.

24.03 **Recall**

- (a) Recall shall be in order of seniority provided the employee has the qualifications or ability to do the work. Recall rights shall extend to those permanent employees laid off. Recall shall be to the employee's former full time equivalency (FTE).
- (b) Except when there are no internal applications by permanent employees for posted vacancies, new permanent employees shall not be hired until laid off permanent employees with recall rights have been given the opportunity to be recalled in whole, or in part.

An employee accepting a position having a FTE less than her former position shall maintain her recall rights to a position with the equivalent FTE of her former position.

- (c) Employees with the right of recall shall be notified of all job postings prior to external postings.
- (d) Recall rights and obligations shall expire upon:
 - (i) an employee accepting a permanent position having the equivalent FTE of her former position;
 - (ii) the expiration of 12 months from the date of layoff and the employee has not been recalled in whole or in part to a permanent position;

- (iii) refusal to accept a recall to her former position;
 - (iv) failure to comply with article 24.03(e).
- (e) Employees on lay-off must keep the Employer informed of their current address and telephone number. Laid off Employees who fail to keep the Employer so informed, or who fail to return to work within ten (10) work days of receiving notice to report, shall forfeit all recall and seniority rights under this Agreement, except that in the event of a medical or family emergency, the Employee shall be permitted to an additional ten (10) work days to report to work.

Article 25 - Paid Sick Leave

25.01 (a) Sick leave credits for a full time employee shall be twelve (12) days per year from the period of April 1st to March 31st of the following year. The salary will continue at 100% of earnings until all 12 credits for this period have been used up. There shall be no carryover of sick leave from one employment year to the next.

- (b) Any employee who has not used any of their 12 paid sick leave entitlement for the year shall receive a cash benefit of \$500.00. Any employee who has 9-11 days remaining shall receive a cash benefit of \$250.00.

Any employee who has 5 – 8 days remaining shall receive a cash benefit of \$100.00.

An employee shall not be entitled to apply sick leave credits prior to completion of the probation period.

- (c) Sick leave credits shall not accrue during:
- (i) a layoff;
 - (ii) a leave of absence without pay which is in excess of thirty (30) days;
 - (iii) an absence while in receipt of disability insurance or Workers' Compensation benefits.
- (d) The Employer may require satisfactory medical proof in the form of a medical certificate to substantiate any claim for Illness Leave or to confirm an Employee's fitness to return to work from an illness after two (2) consecutive days absence. The employee shall bear the cost of this medical information or documentation.
- (e) When a paid holiday occurs during a period of sick leave, Article 21.03 shall apply.

Article 26 - Health Benefits

26.01 The Employer agrees to provide Group Health Benefits that provide for the following:

- (a) Extended Health Care (Medicare Supplement)
- (b) Emergency Travel Assistance
- (c) Dental Care
- (d) Short Term Disability (Weekly Indemnity)
- (e) Long Term Disability
- (f) Life Insurance
- (g) Accidental Death and Dismemberment

26.02 The Health Benefit Plan shall be subject to and governed by the terms and policies specified by the Insurance Carrier.

26.03 Benefit Plan Premiums

The Employer shall implement these plans and pay one hundred percent (100%) of the premium costs.

26.04 Information

An outline of the various benefit Plans is provided in the Summary of Benefits.

The Union may request and receive a copy of the Health Benefit Insurance contract between the Employer and the Insurance Carrier.

Article 27 - Copies of the Collective Agreement

27.01 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.

27.02 The Union and the Employer shall equally share the costs of printing the collective agreement. The parties agree to use the lowest cost method of printing.

Article 28 – Labour Management Committee

28.01 Establishment of Committee

A Labour Management Committee including representatives of Local 474, President and the Executive Director of the employer shall be established consisting of up to two (2) representatives of the Union and up to two (2)

representatives of the Employer. The Committee shall enjoy the full support of both parties.

28.02 Function of the Committee

The Committee shall concern itself with any matters of mutual interest and could include Health and Safety issues and Staff Training and Development.

28.03 Meetings of the Committee

The Committee shall meet at a mutually agreeable time and place at least three (3) times per year. Additional meetings may be requested at any time by either party and upon request; the Labour Management Committee will meet forthwith.

Employees shall not suffer any loss of pay for the time spent with this Committee.

Article 29 - Benefits Subcommittee

29.01 A Benefits Sub-Committee shall have one (1) Union Representative (National Union Representative), a staff representative and two (2) Employer representatives.

29.02 The Sub-Committee shall meet to share information and discuss issues about the Benefit Plan and consider options for addressing those issues, including changes to the Benefit Plan or carrier.

29.03 The Sub-Committee may provide recommendations to the Board of Directors for addressing issues related to the Benefit Plan, including changes to the Benefit Plan or carrier.

Article 30 - Training

30.01 It is recognized that employees must receive appropriate training and instruction prior to carrying out their duties.

30.02 No employee will suffer a loss of hours or deduction in pay when providing training to new employees.

The parties hereto executed this Collective Agreement by affixing the signatures of their proper officers on their behalf this ____ day of _____, 2009 in Edmonton, Alberta;

On behalf of the Canadian Union of Public Employees Local 474:

On behalf of Operation Friendship Seniors Society:

Signed this _____ day of _____, 2009.

Salary Grid

April 2009 5% increase

POSITIONS	Step 1	Step 2	Step 3	Step 4	Step 5
Recreation Specialist	17.39	17.91	18.45	19.01	19.57
Secretary/ Receptionist	13.92	14.33	14.76	15.21	15.67
Personal Care Attendant	16.94	17.34	17.77	18.19	18.65
Custodian	13.63	14.03	14.46	14.89	15.34
Cooks	14.82	15.23	15.65	16.08	16.53
Residential Aide	13.63	14.03	14.46	14.89	15.34
Community Relations Supervisor	18.78	19.35	19.94	20.52	21.14
Housing Registry Worker	17.73	18.27	18.82	19.37	19.96
Outreach Worker	22.00	22.52	23.06	23.61	24.18
Helping Hands Worker	15.65	16.12	16.60	17.10	17.62
Drop In Supervisor	15.65	16.12	16.60	17.10	17.62
Drop In Cook	14.82	15.21	15.65	16.08	16.53
LPN	20.60	21.42	22.26	23.10	23.91

Salary Grid Effective April 2010 5% increase

POSITIONS	Step 1	Step 2	Step 3	Step 4	Step 5
Recreation Specialist	18.26	18.81	19.37	19.96	20.55
Secretary/ Receptionist	14.62	15.05	15.50	15.98	16.45
Personal Care Attendant	17.78	18.20	18.65	19.10	19.58
Custodian	14.31	14.73	15.18	15.63	16.11
Cooks	15.56	15.99	16.43	16.88	17.36
Residential Aide	14.31	14.73	15.18	15.63	16.11
Community Relations Supervisor	19.72	20.32	20.94	21.54	22.19
Housing Registry Worker	18.62	19.18	19.76	20.34	20.96
Outreach Worker	23.10	23.65	24.21	24.80	25.39
Helping Hands Worker	16.43	16.92	17.43	17.96	18.50
Drop In Supervisor	16.43	16.92	17.43	17.96	18.50
Drop In Cook	15.56	15.98	16.43	16.88	17.35
LPN	21.63	22.49	23.37	24.26	25.10

REFERENCE TO ARTICLE 24

