

COLLECTIVE AGREEMENT

Between

CUPE / *Canadian Union
of Public Employees*

LOCAL 8

And

**REVERA LONG TERM CARE INC.
Operating as Bow-Crest Care Centre**

November 1, 2010 to October 31, 2012


Canadian Office &
Professional Employees
Local #491

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BETWEEN
Revera Long Term Care Inc.
Operating as Bow-Crest Care Centre
(hereinafter called the "Employer")
PARTY OF THE FIRST PART

- and -

Canadian Union of Public Employees, Local 8
(hereinafter called the "Union")
PARTY OF THE SECOND PART

ARTICLE 1 - PREAMBLE

1.01 Agreeing that the primary purpose of the employer is to provide the community with efficient, competent continuing care services, it is the intent of the parties to:

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

1.02 It is now desirable that methods of bargaining and certain matters relating to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - TERM OF AGREEMENT

2.01 Duration

This Agreement shall remain in effect and binding from November 1, 2010 to October 31, 2012, and shall continue from year to year thereafter unless either party gives to the other party notice in writing not less than sixty (60) days and not more than one hundred and twenty (120) days before the Agreement is specified to terminate that it desires its termination or amendment.

2.02 Notice of Changes

Either party desiring to propose changes to this Agreement, shall within the period of neither less than sixty (60) nor more than one hundred and twenty (120) days prior to the termination date, give notice in writing to the other party. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement unless the parties should otherwise agree as to the commencement of negotiations. Both parties shall attempt to exchange proposals as soon as possible.

During the period of negotiations resulting from any of the provisions above, this Agreement shall remain in full force and effect.

ARTICLE 3 - DEFINITIONS

3.01 Definitions

The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in this Agreement, who are within the bargaining unit for whom the Union is recognized pursuant to Certificate number 71-2009 and 72-2009, issued in accordance with the Alberta Labour Relations Board.

- 3.02 A full-time employee shall mean a person covered by this Agreement who is committed to and regularly and recurringly works the full work period of seventy-five (75) hours bi-weekly, exclusive of overtime.
- 3.03 A permanent part-time employee is one who is committed to and regularly works less than the full prescribed bi-weekly hours of work.
- 3.04 A casual employee is one who is called in to work occasionally, usually on a "call" basis, but who does not work a regular schedule or does so only for a specified period, but not for the purpose of depriving another employee of full-time employment. The terms of this Agreement shall not apply to the casual employee unless provided in Article 33 of this collective agreement.
- 3.05 A temporary employee is a person who is employed for a specific time period until completion of a particular project for a maximum duration of one year. The terms of this Agreement will apply to the temporary employee for the duration of the specified time period or completion of the project.
- 3.06 The terms "regular pay" and "straight pay" when used in this Agreement shall mean the amounts indicated in the Wage Classifications contained in Schedule "A".
- 3.07 The words "bi-weekly period" shall mean the two calendar weeks constituting a pay period.
- 3.08 The words "length of service" shall mean the time interval since the last date of hire with the Employer.

- 3.09 It shall be the responsibility of the employee to keep the Employer informed of his current address, in case it is necessary to notify any employee of any matter under this Agreement. Notice may be given personally or by prepaid registered post addressed to the employee at his last address shown on the seniority list on the payroll of the Employer. Such notice shall be deemed to have been given when delivered by the postal authorities.
- 3.10 In the event of any legislation now in force, or hereinafter enacted, invalidating the application of any section or article of this Agreement, such section or article shall be amended or deleted as the case may be, and the remainder of this Agreement shall remain in full force and effect.
- 3.11 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, masculine or feminine has been used where the context of the party or parties hereto so require.
- 3.12 The word "shall," when used in this Agreement, is interpreted to be mandatory and not directory.
- 3.13 A permanent employee with ten (10) or more years of continuous calendar service with the Employer may elect once during their working career with the Employer to step down from permanent status to casual status, provided that the employee has provided the Employer with thirty (30) days written notice of intent to exercise this option. If in future such employee wishes to return to permanent status and if there is a posted vacancy for which such employee is the successful applicant, the employee will be returned to permanent status in accordance with the collective agreement.

Seniority for an employee returning from casual status to permanent status shall be credited in accordance with the following formula and the employee will be dovetailed into the seniority list for permanent employees:

- a) Less than 2 years:
All hours worked as a casual employee plus one hundred percent (100%) of their seniority previously accrued as a permanent employee provided not more than two (2) calendar years have lapsed since their date of transfer to casual status;
- b) More than 2 years and less than 5 years:
All hours worked as a casual employee plus fifty percent (50%) of their seniority previously accrued as a permanent employee provided more than two (2) years but less than five (5) years have lapsed since their date of transfer to casual status;
- c) More than 5 years:
All hours worked as a casual employee in the previous two (2) years provided more than five (5) years have lapsed since their date of transfer to casual status.

ARTICLE 4 - RECOGNITION

4.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 8 as the sole and exclusive collective bargaining agent at the Bow-Crest Care Centre in Calgary, Alberta.

4.02 No Other Agreements

No employees shall be required or permitted to make a written or verbal agreement with the Employer or his representatives, which may conflict with the terms of this Collective Agreement.

4.03 Correspondence

All correspondence between the Employer and the Union arising out of this agreement or incidental thereto shall pass to and from the Executive Director or designate and the Site Vice-President of the Union with a copy to the staff representative of the Union.

ARTICLE 5 – BULLETIN BOARDS

5.01 The Employer shall provide a bulletin board, which shall be placed so that all employees shall have access to it and upon which the Union shall have the right to post notices of meetings, education conferences, and Union conventions.

No other notices will be posted without the prior written or initialed approval of the Employer.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union acknowledges that it is the exclusive function of the Employer to exercise the regular and customary functions of management, and to;

- a) conduct its business in every respect in accordance with its commitments and responsibilities in order to comply with all governmental requirements
- b) direct the working force and to create new classifications, work units, schedules, and to make rules and regulations, maintain discipline, efficiency and the number of employees required
- c) hire, promote, transfer, layoff, recall and to demote discipline, suspend or discharge for just cause.

These rights shall not be exercised in a manner inconsistent with this Agreement.

ARTICLE 7 – DUES DEDUCTION AND UNION BUSINESS

7.01 All employees shall as a condition of continued employment become and remain members in good standing in the Union within thirty (30) days of employment according to the Constitution and Bylaws of the Union.

7.02 Check -Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied in accordance with the Union Constitution and By-Laws.

7.03 Deductions

Deductions shall be made from each bi-weekly payroll effective the first full pay after receipt of notice of ratification of this Agreement, and shall be forwarded to the National Secretary-Treasurer or the Secretary-Treasurer of the Local Union not later than the fifteenth (15th) day of the month following the month in which the deductions are made and accompanied by a list of the names of the employees from whose wages the deductions have been made and in what amount. The Union will advise the Employer by letter of the amount of the dues, initiation fees or other assessments one month in advance of the end of the pay period in which the deductions are to be made.

Upon written request of at least seven (7) calendar days from the CUPE National Representative, the Employer will provide a list of the names of the employees with addresses and phone numbers.

7.04 The Union will save the Employer harmless from any claims that may arise either from any deduction from wages in respect of check-off of Union monthly assessments or any action taken at the request of the Union.

7.05 The Employer agrees that the Union Representative shall be given the opportunity during the orientation period of newly hired employees to make a presentation of up to 30 minutes during the paid orientation of the Employee, for the purpose of advising the employee of his rights and obligations under this Agreement.

7.06 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. The Employer agrees that the President of the local will be recognized in the same manner as a CUPE Representative. The CUPE Representative will give reasonable notice to the Executive Director or designate prior to attending at the Continuing Care Centre.

7.07 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

7.08 Time Off for Negotiations

The Employer will pay full wages for no more than two (2) employee members of the Bargaining Committee from the Continuing Care Centre for all days in attendance at negotiations of this Agreement or its successor with the Employer, including all mediation proceedings but excluding any arbitration proceedings, up to a maximum of five (5) working shifts per employee member. In the case of greater than five (5) days the employer shall continue to pay the members directly, but shall charge back to the Union the costs of wages and benefits for those days in excess of five (5) days.

In addition a third employee may attend as a representative in which case CUPE Local 8 will reimburse the Employer for the wages for the third employee, if present, upon receipt of an invoice from the Employer.

In no case shall there be more than two (2) employees absent on such leave from the same department.

7.09 The Union will advise the Employer of the name of the Union's officers, stewards and Committee members. The list will be revised as changes occur.

ARTICLE 8 - NO DISCRIMINATION

8.01 The parties agree that there will be no discrimination, restriction or coercion exercised or practiced by either Party by reason of:

- a) race;
- b) colour;
- c) ancestry;
- d) place of origin;
- e) religious beliefs;
- f) gender;
- g) age;
- h) physical disability;
- i) mental ability;
- j) marital status;
- k) family status;
- l) sexual orientation;
- m) source of income;
- n) membership or non-membership or participation or non-participation in lawful activities on behalf of the Union; or;
- o) political affiliation

Article 8.01 does not apply with respect to a refusal, limitation, specification or preference based on bona-fide occupational requirements.

8.02 The Union shall not exclude any person from membership in it.

ARTICLE 9 - NO STRIKES OR LOCKOUTS

9.01 The parties agree that there will be no strike or lockout contrary to the provisions of the Alberta Labour Relations Code as amended.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined

Seniority is defined as the accumulated hours worked in the bargaining unit accrued since the last date of hire and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the workforce and recall. Seniority shall operate on a bargaining-unit-wide basis.

10.02 Unless otherwise specified in this Agreement, all part time employees shall receive benefits under the Agreement on a proportionate basis with full time employees, which proportion shall be governed by the time worked by a part time employee in any given period compared to the time worked by a full time employee during the same period.

10.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and showing each employee's seniority accrual as set out in Article 10.04. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year. An employee shall notify the Employer of any error in the seniority list within ten (10) working days of the posting of such list.

10.04 Seniority Accrual

Employees will accumulate seniority on the basis of one (1) year for each one thousand nine hundred and fifty (1,950) hours worked and in the case of part time employees one month for each one hundred and sixty two and one half (162.5) hours worked, including hours not worked, but paid for by the Employer. Seniority will be acquired when an employee has completed his probationary period and be retroactive to the date of last hiring. Casual employees will not accrue seniority, except as specified in Article 33.03.

Employees will accumulate seniority during:

- a) periods of sick leave paid by the Employer
- b) leaves of absence with pay
- c) bereavement leave
- d) employer paid jury/witness duty
- e) paid vacations
- f) when in receipt of Workers' Compensation as a result of injury or illness incurred while in the employ of the Employer
- g) while on approved Union leave of absence

h) while on pregnancy/adoption leave

10.05 Transfer to Full Time Employment

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when he is reclassified from full time employment to part time employment and from part time employment to full time employment.

10.06 Loss of Seniority

An employee shall not lose seniority accrued if he is absent from work because of sickness, layoff, or leave of absence if approved by the Employer.

An employee shall only lose his seniority and his employment will be deemed terminated in the event:

- a) he is discharged for just cause and is not reinstated
- b) he resigns
- c) he is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless reasonable proof is provided
- d) he fails to return to work within three (3) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work or employment of short duration's at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work
- e) he is laid off for a period longer than sixteen (16) months

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

ARTICLE 11 - HOURS OF WORK AND WORK SCHEDULES

11.01 This Article defines the normal hours of work for a full-time employee and is not a guarantee of work per day or per week or a guarantee of days of work per week.

11.02 Regular Daily Hours

Regular daily hours of work shall be seven and one-half (7½) hours per day, exclusive of meal periods.

11.03 The work period shall consist of seventy-five (75) hours in any bi-weekly period.

11.04 This article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Union and the Employer.

11.05 Meal Period

The meal period shall be a half hour to be scheduled by the Employer during the employee's shift whether day, evening or night.

11.06 Rest Breaks

All employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of four (4) hours of work to be scheduled by the Employer during the employee's shift whether day, evening or night. It is understood that hours of work shall be defined for the purposes of this clause to exclude a half hour meal period as described in Article 11.05.

11.07 Commitment re Part-Time Employees

Part-time employees who are covered by this Agreement may be requested by the Employer to work more than regularly scheduled hours, for example, during the summer months, at Christmas/New year period, and at least on alternate paid holidays, and to replace an employee who fails to report for his scheduled shift, if requested at any of these times. It is understood that the employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work by part-time employees.

Part-time employees who wish to be considered for additional hours of work shall notify their supervisor, in writing, as to their availability for additional hours of work.

11.08 Shift Schedules

The shift schedules will be posted on the notice board, written in either ink or typed at least two (2) weeks prior to the effective date of the schedule. When a change is made in the shift schedule of a full-time or part-time employee by the Employer other than those changes contemplated by Articles 11.04 and 11.11 of this Agreement, the employee shall be informed and when the change is made

with less than three (3) calendar days notice the employee shall be paid at time and one-half times (1.5X) their regular rate of pay for the first shift of the changed shift schedule.

- 11.09 Requests for specific days off shall be submitted in writing to the supervisor one (1) week prior to the posting. Where possible, statutory holidays will be scheduled in conjunction with the employee's regular scheduled weekends.
- 11.10 Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Director. In any event it is understood that such change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by an employee under the terms of this Agreement.
- 11.11 An employee may be required to work for more than five (5) consecutive days to provide for days off on a consecutive rotation basis of four (4) days off bi-weekly and shall be taken on such days as shall be specified by the Employer. The Employer shall arrange shift schedules such that an employee is not scheduled to work for more than six (6) consecutive days. The Employer may switch scheduled days off to accommodate an emergency situation provided the switch is mutually agreed with the employees affected and any such change will be submitted to the Union.
- 11.12 The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be entirely within the calendar day in which the majority of hours fall regardless of what calendar day any part of such shift was actually worked.
- 11.13 There shall be no split shifts.
- 11.14 At least fifteen (15) hours time off shall be scheduled between shifts or changeover of shifts. An employee who is scheduled to work within fifteen (15) hours after a scheduled shift or a changeover of shifts, shall receive overtime rates of pay for all hours worked within such fifteen (15) hour period. A shorter period of time between shifts or changeover of shifts may be scheduled by mutual consent between the Employer, the Union and the employees.
- 11.15 The Employer shall arrange shifts so that Saturdays and Sundays (weekends) off are distributed as equally as possible.
- 11.16 Part-time employees who wish to be considered for additional hours of work shall advise their immediate supervisor, in writing, as to the extent of their availability to meet temporary operational requirements or to fill positions made temporarily vacant.

Provided that care and efficiency are not compromised, the additional hours of work shall be offered by the Employer, in order of seniority, to part-time employees who have requested additional hours and who are qualified and available to meet temporary operational requirements.

When a part-time employee accepts additional hours of work and fails to provide seventy-two (72) hours notice of their inability to honour the commitment, or does not report to duty more than three (3) times within a six (6) month period, without sufficient cause, the Employee's name may be removed from the call-in list for three (3) months.

In the event of additional work under this Article the part-time Employee's schedule shall not be considered to have changed and Articles 11.01, 11.08, 11.14 and 12.07 shall not apply, and the basic rate of pay will prevail for additional work assigned to part-time employees beyond their scheduled hours, provided:

- a) the employee accepts the assignment;
- b) the hours of work do not exceed seven and one-half (7 ½) hours per day;
- c) the hours worked do not exceed seventy-five (75) hours over a period of fourteen (14) calendar days;
- d) the part-time employee does not work in excess of six (6) consecutive days without a day off.

ARTICLE 12 - OVERTIME

12.01 Overtime defined

Overtime shall be paid for all hours worked over seven and one half (7.5) hours in a shift or seventy-five (75) hours bi-weekly or more than six(6) consecutive days, at the rate of time and one-half the employee's regular rate of pay provided that all such overtime is authorized by the Supervisor or designate.

12.02 Part-Time Employees

Part-time employees who are scheduled to work less than seventy-five (75) hours in a two-week period will not qualify for overtime unless they have completed seventy-five (75) hours of work in the scheduled work period or in excess of seven and one-half (7.5) hours in a shift.

12.03 Overtime Rates of Pay

Overtime rates of pay are based on the employee's basic rate of pay, excluding hourly shift premiums.

12.04 No Layoff to Compensate for Overtime

An employee shall not be required to be laid off during regular hours to equalize any overtime worked. Time off in lieu of overtime rate by mutual consent between the employee and the Employer, may be arranged.

12.05 An employee who is absent on paid time during his scheduled work week because of sickness, bereavement, holidays or vacation shall, for the purpose of computing overtime pay, be considered as if he had worked during his regular hours during such absence.

12.06 Sharing of Overtime

Overtime shall be voluntary except that the Employer shall have the right to order overtime should no volunteers be available. Overtime and callback time shall be divided as equally as possible among employees normally doing the work who are willing and qualified to perform the available work.

12.07 Callback Guarantee

If an employee is called back to work within fifteen (15) hours after working her regular shift, she shall receive overtime rates of pay for all hours worked during the callback.

12.08 Employees required to work by the Employer on their scheduled days off shall be paid for the first day off at the rate of time and one-half (1.5X) and the second and subsequent days off at double time (2.0X), unless the employee is given at least seven (7) calendar days notice of the change of shift schedule.

12.09 Time Off in Lieu of Overtime

Where mutually agreed by the Employer and the employee, the employee may receive time off in lieu of overtime. Such time off shall be the equivalent of the actual time worked, adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and the employee. The employee shall advise the Employer in writing at least one (1) week prior to the posting of the schedule covering the requested day when the employee wishes to take a lieu day. Such time off shall be taken within thirty (30) days from the date the overtime was worked. Failing agreement the Employer may schedule the time off in lieu of overtime or pay the overtime within thirty (30) days from the date the overtime was worked.

12.10 An employee who works more than 3.5 hours of overtime past their regularly scheduled shift will be provided a meal ticket, at no cost to the employee, to be used within that overtime shift.

ARTICLE 13 - JOB POSTING, PROMOTIONS, TRANSFERS, VACANCIES

13.01 A vacancy in a bargaining unit position shall be posted within three (3) days and remain posted for five (5) working days (i.e. exclusive of Saturday, Sunday, and Paid Holidays). The posting shall indicate the date of the posting, the closing date for applications, the department in which the vacancy is to be filled and the classification, qualifications, hours of work and rate of pay for the posted

position. New classifications will not be established in any arbitrary or discriminatory manner.

- 13.02 If no applications are received by completion of the posted time the Employer may fill the vacancy at its discretion.
- 13.03 Until the vacancy is filled, the Employer may fill the vacancy at its discretion on a temporary basis.
- 13.04 Both parties recognize:
- a) the principle of promotion within the service of the Employer
 - b) that job opportunity should increase in proportion to seniority.

Therefore, in a case where bargaining unit employees apply (which applications shall be in writing) for a posted position, who possess the required qualification and satisfactory record of performance, the Employer shall select the employee with the greatest seniority.

- 13.05 The Employer, if requested by the employee, will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.
- 13.06 Within seven (7) days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all applicable bulletin boards. The Union shall be notified of all appointments, hiring, transfers and terminations of employment.
- 13.07 The posting and application process required in Article 13.01 will apply to the initial vacancy and the vacancy created by the successful internal applicant. Any subsequent vacancy which results within the same job classification will be offered by the Employer to the next senior qualified applicant. Where the senior qualified applicant elects not to accept the assignment, the vacancy will be offered to the next senior qualified applicant. When the list of applicants is exhausted, the Employer will post the remaining vacant position, if applicable.

13.08 Trial Period

Upon promotion to a higher classification or transfer to a different classification, the successful applicant or appointee shall be placed on a trial basis for a period of two (2) months. Conditional on satisfactory service, such trial promotion or transfer shall become permanent after the two (2) month trial. In the event the successful applicant or appointee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to their former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

13.09 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An employee shall have the right to return to a position in the bargaining unit during her trial period, which shall be up to a maximum of sixty (60) days. If an employee returns to the bargaining unit, she shall be placed in a job consistent with her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority. This clause will not apply to temporary transfers.

ARTICLE 14 - LAYOFFS AND RECALLS

14.01 Role of Seniority in Layoffs

When a layoff occurs in a classification, the following procedure shall apply provided that the remaining employees are willing, able and qualified to satisfactorily perform the available work:

1. The least senior in the classification shall be laid off
2. If the employee so affected by 1) is willing and able and qualified to satisfactorily perform the available work he/she shall have the right to bump the next least senior employee in the bargaining unit in another classification within five (5) calendar days of receiving notice of layoff

For the purpose of this above procedure, the employee so affected by layoff shall be afforded the opportunity to bump into a position of similar employment status (full-time to full-time, part-time to part-time).

14.02 Recall Procedure

Employees shall be recalled in the order of their seniority provided that the recalled employees are willing and able and qualified to perform the available work.

14.03 No New Employees

No new employees shall be hired for a position while there are employees on layoff with seniority who are willing and able and qualified to satisfactorily perform the available work.

14.04 Advance Notice of Layoff

Unless legislation is more favorable to the employees, the Employer shall notify employees who are to be laid off at least ten (10) working days prior to the effective date of layoff, except in the case of probationary employees for whom, the Employer shall not be required to give notice. If the employee has not had the opportunity to work the days as provided in this article, he shall be paid for

the days for which work was not made available. These provisions shall not be effective in the event of an emergency such as a fire, flood, epidemic etc. that disrupts or curtails the operation of the Continuing care.

14.05 Advise Union

In the event of layoffs and recalls the Employer agrees to advise the Union.

14.06 Communication to Confirm Available After recall

A person who is laid off must communicate with the Employer within ninety-six (96) hours of notice of recall being received by double registered mail to the person's recorded address and must be prepared to begin work at a time designated by the Employer provided that if the employee is required to give notice to another employer she shall not be required to report for work any sooner than fourteen (14) days after receipt of notice of recall.

14.07 Grievances on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step II of the Grievance Procedure.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights of the Union and the Union Stewards. The Steward will assist any employee, whom the Union represents, in preparing his grievance in accordance with the grievance procedure.

15.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and the department(s) he represents and the name of the Chief Steward before the Employer shall be required to recognize him.

15.03 Grievance Definitions

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

- a) an individual grievance is a dispute affecting one (1) employee. Such grievances shall be initiated at Step 1 of the grievance procedure as outlined in Article 15.07 (a) except in cases of suspension or dismissal which will commence at Step 2; or

- b) a group grievance is a dispute affecting two (2) or more employees. Such grievances shall be initiated at Step 2 and processed in the same manner as an individual grievance as outlined in Article 15.07 (b). A group grievance shall list all employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all employees listed on the original grievance; or
- c) a policy grievance is a dispute between the parties, which, due to its nature is not properly the subject of an individual or a group grievance. Such grievance shall be initiated, in writing, within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the National Representative of the Union and the National Representative shall render a written reply within seven (7) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to Arbitration.

15.04 Authorized Representatives

- a) An employee may be assisted and represented by the National Representative, the Shop Steward or the Local Union President when representing a grievance. Only one Site union representative may assist the employee at any time.
- b) The employer agrees that Shop Stewards shall not be hindered, coerced, or interfered with in any way the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no representative shall leave her work without obtaining consent from her supervisor, which shall not be unreasonably withheld. The Shop Steward shall not suffer any loss of pay for time spent in the performance of her duties involving a grievance provided that the representative does not leave the employer's premises.

15.05 Time Limits

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

15.06 Mandatory Conditions

- a) Should the employee or the Union fail to comply with any time limit in this Article, the grievance will be considered abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- b) Should the Employer fail to comply with any time limits in this Article, the grievance shall automatically move up to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limits.

- c) During any and all grievance proceedings, the employee shall continue to perform her duties, except in cases of suspension or dismissal.
- d) A suspension or dismissal grievance shall commence at Step 2.

15.07 Steps in the Grievance Procedure

Step 1

An employee, with or without a Union Steward (at the employee's option), shall attempt to resolve a grievance through discussion with their immediate supervisor or designate within ten (10) business days of the date the employee becomes aware of or reasonably should have become aware of, the occurrence which led to the grievance. Both parties shall make every effort to settle the dispute at this stage.

If the grievance is not settled at this stage, it may be advanced to Step 2 within ten (10) business days.

Step 2

- i) If the matter is not resolved at Step 1, the employee shall submit the grievance in writing to the Executive Director or designated representative, clearly outlining the full particulars or the alleged violation, including the article(s) involved, the nature of the grievance and the redress sought. The written grievance must be presented within ten (10) business days of the Step 1 discussion with the supervisor.
- ii) For a group grievance, the grievance must be submitted in writing within ten (10) business days of the date any of the aggrieved parties became aware of the event or reasonably should become aware of the event leading to the grievance. The grievance should clearly outline the full particulars of the alleged violation, including the article(s) involved, the nature of the grievance and the redress sought.

The Executive Director or designated representative shall hold a meeting within ten (10) business days of receipt of the grievance. The Executive Director or designated representative shall render a written decision within ten (10) business days of the date of the meeting.

If the grievance is not settled at this stage, it may be advanced to Step 3.

Step 3

Within ten (10) business days of the reply from the Executive Director or designated representative, the employee shall submit the grievance in writing to the Provincial Director or the designated representative. The Provincial Director or designated representative shall hold a meeting within ten (10) business days of receipt of the grievance. The employee shall be entitled to have a

representative of the Union present during the meeting. The Provincial Director or designated representative shall render a written decision within ten (10) business days of the date of the meeting. If the grievance is not settled at this stage the Union may decide to proceed to Arbitration.

ARTICLE 16 - ARBITRATION

16.01 Composition of Board of Arbitration

Failing a satisfactory settlement being reached in Step 3, either party may refer the grievance to arbitration within ten (10) working days by giving notice to the other party in writing in accordance with Step 3. Unless both parties agree to the appointment of a single arbitrator to constitute the Board of Arbitration within seven (7) working days, the other party shall give notice in writing naming their nominee to the Arbitration Board. The two named members of the Board shall within five (5) working days name a third member of the Board who shall be the Chairperson. In the event of failure to agree upon a third person, the Minister responsible for labour related matters for the Province of Alberta shall be requested to appoint a third member.

16.02 The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure.

16.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable upon all parties and may not be changed. The Board of Arbitration shall have authority only to settle grievances under this Agreement and to apply this Agreement to the facts of the grievance (s) involved. The Board of Arbitration shall have no power to change this Agreement or to alter, modify or amend any of its provisions, or give any decision inconsistent with it, nor shall any practices or customs become binding unless reduced to writing by the Employer and the Union. However, the Board shall have the power to dispose of a grievance by any arrangement that it deems just and equitable.

16.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

16.05 Expenses of the Board

Each party shall pay:

- a) The fees and expenses of the arbitrator it appoints;

- b) one-half of the fees and expenses of the Chairman;
- c) its own expenses including any pay due to be paid to witnesses.

No costs shall be awarded to or against any party.

16.06 Amending of Time Limits

The time limits in this Agreement are mandatory. The time limits fixed in both the grievance and arbitration procedure may be extended only by consent of the parties, confirmed in writing.

- 16.07 Where it appears that two or more employees have the same grievance or the same type of grievance, which are proceeding to arbitration they shall be submitted to one Board of Arbitration. It is understood that each grievor shall have the right to make her own submission.

16.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

ARTICLE 17 - DISCIPLINE DISMISSAL AND RESIGNATION

- 17.01 Nothing in this Article prevents immediate suspension or dismissal for just cause.

- 17.02 Whenever the Employer deems it necessary to censure the employee in a manner indicating that dismissal or discipline may follow any further infractions or may follow if such employee fails to bring her work up to the required work performance by a given date, the employee shall be notified in writing of the specifics of the issues that gave rise to the action and/or penalty with a copy to the Union.

- 17.03 The Employer shall give a minimum of two (2) weeks notice of termination of employment or shall pay a minimum of two (2) weeks wages in lieu of notice, except in cases of dismissal for just cause or termination during the probationary period pursuant to Article 10 of this Agreement. If by law longer notice of termination must be given or a greater sum paid in lieu of notice, such longer notice must be provided or greater sum paid.

- 17.04 Employees shall give a minimum of two (2) weeks notice of resignation unless otherwise mutually agreed between the Employer and the employee.

ARTICLE 18 - PAID HOLIDAYS

18.01 Paid Holidays Defined

Full-time employees who have completed their probationary period shall receive the following paid holidays:

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

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

18.03 Computation of Paid Holiday Pay

Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.

18.04 Qualified for Payment

In order to qualify for holiday pay an employee must work his full scheduled shift immediately preceding and immediately following the holiday, except where the employee is absent due to illness or bereavement leave. If an employee is absent on a paid holiday when scheduled to work he shall forfeit all pay for the holiday unless due to illness. However, if an employee qualifies for E.I. benefits they shall not qualify for holiday pay.

18.05 Full-Time Employees Who Work on a Holiday

Full-time employees shall be paid at the rate of one and one-half (1.5) times their applicable hourly rate for work performed on paid holidays as set out in Article 18.01. Such employees shall also be entitled to an additional day off with pay within a period of four (4) weeks after the holiday, unless otherwise arranged between the employee and the Employer. In lieu of the provision, the Employer and the employee may agree that the employee will receive an additional day's pay; failing agreement the employer may schedule the lieu day or pay an additional day's pay. The Employer when scheduling the lieu day as provided herein will give prior consideration to the date requested by the employee.

18.06 Holiday Falling on Day Off

If any of the holidays named in Article 18.01 occur on a regular day off of a full-time employee entitled to holiday pay, the employee shall receive an additional

day off in lieu thereof within four (4) weeks after the holiday unless otherwise arranged between the employee and the employer; failing agreement the Employer may schedule the lieu day or pay an additional day's pay. The Employer when scheduling the lieu day as provided herein will give prior consideration to the date requested by the employee.

18.07 Holiday Pay for Part-Time Employees

- a) A part-time employee shall receive holiday pay for paid holidays as set out in Article 18.01 equivalent to the employee's earnings (exclusive of overtime) for the days on which the employee worked during the thirty (30) calendar days prior to the paid holidays in relation to what a full-time employee earned in the same period times one (1) day's pay.
- b) Part-time employees who are regularly scheduled to work three (3) or more shifts in a calendar week may receive holiday pay or may elect to receive a shift off with pay, in lieu of the holiday, within a period of four (4) weeks after the holiday, unless otherwise arranged between the employee and the Employer.
- c) Part-time employees who are regularly scheduled to work two (2) or less shifts in a calendar week receive holiday pay in accordance with the averaging formula in paragraph (a) above.

18.08 Any part time employee who actually works on any paid holiday shall be paid for all hours worked at the rate of time and one-half his regular rate for hours worked.

18.09 The employee shall advise the Employer in writing at least one (1) week prior to the posting of the schedule covering the requested day when the employee wishes to take a lieu day resulting from the application of this article and where reasonably possible the date requested will be granted. Requests for a lieu day off after the posting of the schedule, shall be submitted in writing and where operationally feasible the date requested will be granted provided the date requested is to be taken within a four (4) week period after the paid holiday. Failing approval by the Employer, the Employer may schedule the lieu day or pay the additional day's pay.

18.10 Nothing in this article shall prevent the employee and the Employer from agreeing to any combination of time and one-half, plus a day off or a day's pay and a day and one-half for full-time employees who work on any of the paid holidays set out in Article 18.01.

ARTICLE 19 – SICK LEAVE

19.01 To protect the employee against loss of income where he is legitimately ill, the Employer has agreed that an employee absenting himself on account of personal illness rendering him unable to perform his regular duties as an employee shall be entitled to receive sick leave benefits equal to the employee's normal hourly wage (exclusive of overtime, premiums, etc.) for each day of personal illness that he was scheduled to work to the extent of his accumulated sick leave credits or to the date when he becomes entitled to benefits under the Employment Insurance Act or any statute, law, commission, or governmental program in replacement thereof.

19.02 Upon ratification of the current collective agreement, employees will be allowed to accumulate one and one-quarter (1 ¼) days of sick leave for each month of seniority which leave may be accumulated to a maximum of one hundred (100) days.

19.03 Where, in a calendar year, an employee has multiple short-term absences, each of three (3) work days or less in duration, the maximum payable sick leave benefit in that calendar year is eight (8) days. However, hospitalization, major surgery or lengthy convalescence after surgery, diagnosed chronic disease or illness and intensive on-going therapies, will not be considered in determining period of absence or total utilization of sick leave in the calendar year.

19.04 Sick Leave as Affected by Probation Period

Employees who have not completed their probation shall not be entitled to paid sick leave. However, once they have completed their probation they will be credited with three and three quarters (3.75) days sick leave (days accredited subject to change).

19.05 Proof of Illness

When sick leave is claimed, in excess of three (3) consecutive calendar days, the Employer may request proof of disabling illness or injury to be furnished by a certificate from a duly qualified medical practitioner. Where an employee's utilization of sick leave is excessive, the employer may require the employee to obtain, at the employee's expense, proper medical certification from a duly qualified medical practitioner. When such medical certification becomes required, the employer will first issue advance written notice to the employee.

19.06 Termination of Sick Leave

Sick leave benefits will cease on termination of employment or on retirement or on death. Sick leave will not accrue (except in the event of pregnancy leave where such benefit accrues to the end of the month in which the employee commences pregnancy leave) while an employee is on leave of absence, other than Union leave.

19.07 Part-Time Sick Leave Credits

Part-time employees shall accumulate sick leave on the pro-rata basis of regular hours worked.

19.08 Only normal regularly scheduled working days will be charged against sick leave credit; this applies to all full-time and part-time employees.

19.09 Sick Leave Benefits While on Worker's Compensation

Absence for sickness or accident compensable by Worker's Compensation will not be charged against the employee's accumulated sick leave credits.

19.10 Notification of Absence Due to Illness

Any employee absenting himself on account of personal illness must notify the Employer on the first day of illness before the time he would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.

19.11 Notification of Return to Work

During any illness, the employee will notify the Employer of his intention to return to work as far in advance as possible.

19.12 Leave of Absence Due to Illness

Employees who have used all of their sick leave credits must apply for a further leave of absence without pay. The Employer will advise the employee in writing of the disposition of such request. In such circumstances the Employer agrees that it will exercise its discretion on a consistent basis.

19.13 Sick Leave During Pregnancy

Sick leave shall be granted for the health related portion of an employee's pregnancy or childbirth, such leave shall only be approved following production of a medical certificate advising that there were medical reasons that prevented the employee from doing her duties during the health related period of her absence.

19.14 Notification of Sick Leave Accrual

Upon request the Employer shall advise an employee in writing of the amount of his unused accrued sick leave.

19.15 Casual Employees

Casual employees shall not be entitled to sick leave.

ARTICLE 20 - LEAVE OF ABSENCE RULES

20.01 Employees who are on leave of absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave, he will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

20.02 An employee who has been granted a leave of absence of any kind, and who overstays her leave of absence, without permission of the Employer and cannot provide a justifiable explanation, shall be considered to have terminated her employment.

20.03 Benefits will accrue from the date of return to employment following such leave of absence. No employee will accumulate seniority, sick leave, or earned vacation nor will other benefits be paid or accrue while on leave of absence, other than those outlined below:

- a) periods of sick leave paid by the Employer (prior to EIC integration)
- b) leaves of absence with pay
- c) bereavement leave
- d) employer paid jury/witness duty
- e) paid vacations
- f) while on approved Union leave of absence
- g) for the health related portion of pregnancy leave.

20.04 Employees shall not be entitled to named holidays with pay, which may fall during the period of leave of absence.

20.05 An employee returning from any leave of absence will be reinstated within one month following notice of desire to return to work, subject however to seniority. Upon return to work the employee will be placed on the job previously held providing the employee can perform the required work satisfactorily. If the employee would not otherwise have retained his previous job he shall, subject to seniority, be placed on the job he can satisfactorily perform.

LEAVE OF ABSENCE - UNION BUSINESS

20.06 Upon written request, leaves of absence without pay may be given to employees for Union business subject to the provisions of Article 20.07. The Union agrees in making request for such leave of absence that it will not unduly effect the proper operations of the Continuing Care Centre. However, the Employer agrees that permission for such leave will not be unreasonably withheld.

20.07 Leave of absence will be granted according to the following conditions:

- a) No more than two (2) employees may be granted such leave at any one time
- b) The aggregate total of such leaves shall not exceed thirty (30) days per person in any calendar year

- 20.08 For such leave of absence the Union must give twenty-one (21) days notice in writing to the Employer, whenever possible.
- 20.09 Where such leave is granted the Employer will continue to pay the employees for the period of leave of absence and then submit an account to the Union for the employee's wages and benefits.
- 20.10 a) A regular employee elected or selected to a full-time position with the Canadian Union of Public Employees, Local 8, may be granted leave of absence without loss of pay / benefits for a period of up to two (2) years. The employee may request in writing for a further leave of absence.
- b) During such leave, the employee will continue to accrue seniority, earn vacation and receive salary increment.
- c) An employee returning to work from such leave shall provide at least one month written notice to the Employer. The employee will be reinstated to her previous position or to a similar position consistent with his/her abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the leave.
- d) An employee granted such leave shall continue to be paid by the Employer and subsequently the Canadian Union of Public Employees, Local 8 shall reimburse the Employer for the money paid to and on behalf of the employee.

BEREAVEMENT LEAVE

- 20.11 In the event of a death of a family member as defined in Article 20.13, an employee will be entitled to receive wage replacement benefits for up to five (5) paid bereavement leave days for regularly scheduled shifts lost from work during the period of mourning which commences on either:
- a) the day of the death or the next calendar day immediately following the day of the death where the employee has completed a partial or whole shift on the day of the death, or
- b) the day the employee receives notification of the death or the next calendar day immediately following notification where the employee has completed a partial or whole shift on the day notification is received.

In either case, the employee will notify the Employer of their requirement for time off work prior to their next scheduled shift.

20.12 Period of Mourning

For the purpose of this Article, the period of mourning shall be:

- a) seven (7) calendar days in the event of a death of the employee's Immediate Family (spouse, daughter, son, mother, father).

- b) five (5) calendar days in the event of a death of all other family members listed in Article 20.13.

20.13 Family members are defined as:

- a) Mother, Father, Mother-in-Law, Father-in-Law, Spouse (including Common-law and same gender partner provided the cohabitation relationship is twelve (12) months or longer), Son, Daughter, Step-Parents, Step-Children, Brother, Sister, Brother-in-Law, Sister-in-Law, Legal Guardian, , Son-in-Law, Daughter-in-Law, Grandparents and Grandchild, Aunt, and Uncle.

20.14 Consideration for Travel for an Immediate Family Member

- a) Where the employee is required to travel in excess of 300 kilometers to attend the funeral or memorial service of an Immediate Family member during the period of mourning, the period of mourning will be extended by one (1) additional calendar day.
- b) Where the funeral or memorial service takes place after the mourning period provided by this Article, the bereavement leave will be extended by one (1) additional calendar day for the service and one (1) additional calendar day for travel in excess of 300 kilometers (if applicable), provided the employee is scheduled to work on the date of the service and the date of travel.

20.15 The maximum combined paid bereavement leave under this Article is five (5) regularly scheduled work days. Where an employee's entitlement to extended leave under Article 20.13 exceeds five (5) regularly scheduled work days, the employee will be granted leave of absence without pay for the additional day(s).

20.16 An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which he is receiving any other payment such as for example: holiday pay, vacation pay or sick pay.

LEAVE OF ABSENCE FOR PREGNANCY

20.17 Maternity, Adoption and Parental Leave

The employer will grant a leave of absence for maternity if accompanied by a certificate of a legally qualified medical practitioner stating that the employee named therein is pregnant and specifying the estimated date of delivery. Maternity, Parental and Adoption leaves of absence shall be in accordance with Alberta Provincial legislation and Employment Standards regulations, as may be amended from time to time. A copy of the appropriate Employment Standards notice will be posted by the employer on the employee bulletin board within the facility.

20.18 Regardless of whether the employee requests such leave of absence the Employer may require the employee to commence such a leave of absence at such time as the duties of her position cannot reasonably be performed by a

pregnant woman or the performance of the employee's work is materially affected by the pregnancy.

20.19 The employee may not return from work for a period of a minimum of six (6) weeks following delivery or for such shorter period, as in the written opinion of a legally qualified medical practitioner is sufficient.

20.20 Employees on such leave will accrue benefits only to the end of the month in which the leave of absence commences. Seniority shall be accrued throughout such leave of absence.

JURY DUTY

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

PERSONAL LEAVE OF ABSENCE

20.22 The Employer shall have the discretion to grant or refuse a request for a leave of absence without pay for extenuating personal reasons provided that he receives at least one month's clear notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Continuing Care Centre. Applicants when applying must indicate the date of departure and specify the date of return.

ARTICLE 21 - VACATIONS

21.01 Length of Vacation

An employee shall receive an annual vacation with pay in accordance with his years of service as of the vacation cutoff date as follows:

days)	Less than one year	- 1 working day for each month (maximum of 10
	One year or more	- 10 working days
	Two years or more	- 15 working days
	Six years or more	- 20 working days
	Fifteen years or more	- 25 working days
	Twenty years or more	- 30 working days

21.02 Annual Cutoff Date

For the purpose of calculating eligibility, the vacation year shall be the period from January 01 to December 31 of same year.

21.03 Non-Cumulation of Vacations

- a) By September 1st, if an employee has not used or scheduled to use a minimum of two weeks of their annual vacation entitlement for that vacation year, the Employer will schedule vacation time with the employee to bring the minimum vacation used for the year to two (2) weeks.
- b) By November 1st, provided an employee has taken a minimum of two (2) weeks of their annual vacation entitlement in a vacation year:
 - i) on written request by the employee, subject to approval by the Employer, unused vacation time may be carried over into the succeeding vacation year, to a maximum of five (5) days. The Employer's decision will be made in writing.
 - ii) where the employee's request is not received by the Employer in writing, any remaining vacation will be paid out by the Employer or the employee may request vacation after November 1, subject to the Employer's approval and giving first consideration to the proper and efficient operation of the Care Centre.

21.04 Compensation for General Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay on a date mutually agreed, but where possible such day will be added to the employee's vacation. Failing agreement the Employer shall pay an additional day's pay.

21.05 Vacation Pay

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

21.06 Vacation Pay on Termination

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

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

21.07 Vacation Schedules

Vacation planners shall be posted by January 5th of each year and the Employer shall confirm an employee's requested vacation period by April 15 of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Where possible, vacations shall commence immediately following an employee's regularly scheduled days off. The period at which employees shall take vacation shall be based on the selection by the employees according to seniority in each department, but shall be finally determined by the Employer having due regard for the proper and efficient operation of the Continuing Care Centre. Wherever operationally feasible all full time and part time Employees shall be provided with the opportunity for two (2) weeks off during peak vacation request period, (June, July, August), annually. Vacation requests received after April 15th shall be granted on a first come, first served basis and shall be responded to within one (1) week of receipt of the request, giving first consideration to the proper and efficient operation of the Continuing Care Centre.

21.08 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer.

21.09 Part-Time Employees

Part-time employees shall receive a scheduled vacation pursuant to Article 21.01 based on their years of service and shall receive vacation pay calculated on all earnings set forth in Article 21.06.

21.10 Time of Payment and Return

Employees may request to be paid all or part of their earned vacation pay by a separate vacation pay advance cheque, within two (2) working days prior to their vacation at the reasonably exercised discretion of the Employer, and provided they have requested, in writing, such vacation pay at least three (3) weeks prior to their vacation. Prior to leaving on vacation the employee shall be advised as to the date and time on which to report to work following vacation.

21.11 Casual and Relief Employees

Casual employees and employees hired for vacation relief shall receive no vacation time but shall receive vacation pay in accordance with the Alberta Employment Standards Code.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

The Employer shall pay salaries and wages bi-weekly for hours worked in accordance with the hourly wages set forth in Schedule "A" attached hereto and forming part of this Agreement. Each employee shall be provided with an itemized statement of her wages, overtime, other supplementary pay, current vacation entitlement and deductions.

22.02 Individual salary increases are based on an Employee's accumulated seniority hours in accordance with Schedule 'A' - Rates of Pay.

22.03 A job classification will not be changed for the purpose of evading payment of the minimum rate set out in Schedule "A". If the Employer establishes a new classification within the bargaining unit it shall be discussed with the Union in advance and shall be subject to negotiations to determine the rate of pay.

22.04 a) When the Employer requires an employee to substitute on a higher classified job covered by this Agreement for at least four (4) hours in a shift, she shall be paid at the job rate for the higher classified position, for the entire shift worked.

b) Where an employee agrees to substitute on another job outside this Agreement, the employee will receive, in addition to his regular salary, an amount commensurate with the additional responsibilities but not higher than the rate of such classification.

22.05 Transfers to a Lower-Rated Classification

If an employee is transferred to a lower rated classification, she shall be advised the reasons for the transfer in writing and such transfer shall be subject to the grievance procedure. The employee shall receive in the new classification the next rate below the employee's present wage rate and shall progress within the scale for such lower rated classification according to the length of service within such lower rated classification subsequent to the date of transfer, provided that is the employee is at the maximum level in the present classification the employee shall receive not less than the maximum level of the lower rated classification.

22.06 Transfers to a Higher-Rated Classification

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

22.07 Recognition of previous experience

Provided that no more than two (2) years have elapsed since the experience was obtained, when an employee has experience satisfactory to the Employer, her starting salary may be adjusted by up to three (3) salary increments for each year of demonstrated applicable and relevant experience to the position currently held by the employee.

ARTICLE 23 – EMPLOYEE BENEFITS

23.01 Alberta Health Care Insurance Plan

The Employer agrees to pay 100% of the monthly premiums of the Alberta Health Care Insurance Commission for eligible employees and their dependents to the end of December 31, 2008.

23.02 Extended Health Benefits Plan

The employer will provide an extended Health Care Plan under the Employer's group insurance program for all eligible employees and their dependents and will pay 80% of the premiums for full time employees. Participation in this plan is a condition of employment for full time employees, unless proof of comparable coverage is provided. Participation is optional for part time employees. Premiums for part-time employees are pro-rated in accordance with Article 23.03 below.

Direct Drug Card

A direct drug card will be implemented. Generic substitution will apply.

Life Insurance Plan

The Employer's benefits plan will provide for life insurance coverage in the principal amount of \$25,000, for regular employees who are actively employed and working, or available for work, as of May 1, 2003. Coverage will include a provision for Accidental Death & Dismemberment coverage, at the same level as the principal amount of life insurance. Monthly premiums are paid 100% by the Employer for a full-time employee. Premiums for part-time employees are pro-rated in accordance with Article 23.03 below.

Dental Care

A dental plan reimbursing 100% of basic dental services and 50% of major dental services to an annual maximum benefit of \$1,200. Expenses will be reimbursed based on the Alberta current dental fee guides.

The dental benefit is mandatory for all regular employees upon completion of 1950 hours unless proof of comparable coverage is provided to the employer. Employees must complete the enrolment form available from the employer to activate this benefit.

Except as provided elsewhere, the Employer and eligible regular full-time employees equally share the cost of monthly premiums (i.e. 50%/50%) for the Dental Plan.

For eligible regular part-time employees, the employee pays the normal employee share of premiums for the dental plan, plus a portion of the Employer's share on a pro-rata basis (i.e. inverse proportion to the employee's hours worked in the prior month).

23.03 Coverage and premiums for part-time employees

The Employee Benefits plan outlined in Article 23.01 and 23.02 above is available to part-time employees who have completed probation, provided the employee does not have the opportunity for comparable coverage elsewhere. The payment of benefit premiums for part time employees will be pro-rated based on the hours paid in comparison to a full time employee and the cost sharing arrangement for full time employees.

23.04 Where the Extended Health Benefits Plan specified above are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contract entered into with the underwriters of the plans.

ARTICLE 24 – SAFETY

24.01 Co-Operation on Safety

The Union and the Employer shall cooperate in improving rules and practices, which will provide protection to employees engaged in hazardous work.

24.02 A joint management and employee Health and Safety Committee shall be established, with representation from each department of the Continuing Care Centre, and at least two of such representatives shall be members of the bargaining unit, fully approved by the Union.

24.03 The Committee shall meet at least once a month at a mutually acceptable hour and date, however, a special meeting may be requested by any member to deal with any urgent matter. Scheduled time spent in such meetings is to be considered time worked and paid for by the Employer. Minutes shall be kept of all meeting and copies shall be sent to the Employer and the Union.

The Chairperson of this Committee will be elected by the members of the Committee and will serve for a period of one (1) year, unless re-elected.

24.04 The Union and the Employer agree to encourage their members and employees to cooperate fully in the observation and participation of all safety rules and practices.

ARTICLE 25 - UNION/MANAGEMENT COMMITTEE

- 25.01 A Union/Management Committee shall be established in each Continuing Care Centre consisting of no more than two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall meet on an ongoing basis to discuss matters of mutual concern.
- 25.02 If the Continuing Care Centre has an established joint committee composed of representatives of the Employer, the Union and other recognized functional bargaining units, the Union may agree to pursue the matters of mutual concern through this joint committee, without restricting the Unions right to request a meeting of the Committee comprised only of Management and this bargaining unit representatives.

ARTICLE 26 – WORKERS’ COMPENSATION

- 26.01 Where an employee is absent due to illness or injury which is compensable by Worker’s Compensation, the following shall apply:
- a) The Employer shall continue to pay its share of any and all health and welfare benefits for thirty (30) days from which the absence commences.
 - b) Subsequent to the period referred to in (a) above, benefit coverage may continue by the employee, provided the employee pays the total cost of the premiums to the employer for each monthly period during the absence.

ARTICLE 27 – IN-SERVICE PROGRAMS

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

The Employer reserves the right to identify specific in-service sessions as being compulsory for employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The following in service programs shall be compulsory and shall be provided to employees on an annual basis:

- i) Abdominal thrust
- ii) Fire, evacuation, and disaster procedures;
- iii) Proper lifting and prevention of back injuries.
- iv) WHMIS

27.02 Employees who, with prior approval of their supervisor, attend in-service programs, which are not identified as compulsory by the Employer, shall suffer no loss of regular earnings for attending such programs.

The Employer shall make available other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.

ARTICLE 28 – PROBATIONARY PERIOD AND ORIENTATION

28.01 A newly hired full time and part-time employee must successfully complete a probationary period of four hundred and eighty seven point five (487.5) hours worked. A newly hired full-time and part-time employee (LPN) must successfully complete a probationary period of five hundred and three point seventy (503.75) hours worked. On or before the expiry date of the initial probationary period, the Employer will confirm to the employee the decision to:

- a) confirm her appointment as having completed her probation; or
- b) extend the probationary status in consultation with the Union; or
- c) terminate the employee without recourse to the Grievance Procedure outlined herein.

Provided, however, that each full day of absence from scheduled work for any reason will extend the probation period by one full day. If a probationary employee is transferred to another classification, the employee may be required to complete a new probationary period, commencing on the date of transfer and the Union shall be advised. In no event will the employee's total probationary period exceed six (6) months or nine hundred and seventy-five (975) hours worked and one thousand and seven point five (1007.5) hours in the case of regular LPNs. Employees shall be kept advised of their progress during the probationary period.

28.02 The Employer shall provide a reason for the termination to the employee, and the employee shall not have recourse to the grievance procedure set out in this Collective Agreement or the Code, with respect to such termination.

28.03 The Employer shall provide a paid orientation for all new employees, and when an employee changes areas within a department or changes departments.

28.04 Subject to Article 30, the Employer shall provide a performance appraisal of each probationary employee at least once during her probationary period.

ARTICLE 29 – COPIES OF COLLECTIVE AGREEMENT

29.01 Copies of the Agreement

The Employer and the Union shall share the cost of duplicating the Collective Agreement and the Union shall have them duplicated.

29.02 The Employer shall provide each new Employee with a copy of the collective agreement at the time of hire.

ARTICLE 30 – PERSONNEL FILES AND PERFORMANCE APPRAISALS

30.01 All records of a disciplinary nature, shall be removed from the personnel files of employees not less than eighteen (18) months from the date of the matter giving rise to such entry to the employee's record, provided there has been no further incidents of a disciplinary nature placed on the employee's file during that time period.

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

30.03 Employees shall receive a written performance appraisal regularly in accordance with the policy of the Employer.

Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance 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 her performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in her personnel file.

30.04 By appointment made at least one (1) working day in advance, an employee may view her personnel file once a year or when the employee has filed a grievance. An employee may be accompanied by a C.U.P.E. Local 8 representative when viewing her personnel file.

An employee shall be given the contents of her personnel file upon request, not more frequently than once in a calendar year, or when the employee has filed a grievance, provided that she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.

30.05 Personnel File

No record contained in the personnel file shall be released physically or orally from the file to persons outside the Employer except as permitted in current Alberta and Federal legislation.

ARTICLE 31 - REGISTERED RETIREMENT SAVINGS PLAN

- 31.01 Effective the first of the calendar month following the date of ratification, the Employer agrees to continue an Employer administered Registered Retirement Savings Plan (R.R.S.P.). Employee participation will be on a voluntary basis with a decision to participate made at the completion of six (6) months of service or nine hundred and seventy five (975) hours worked, whichever is the greater. Entrance into the plan is available twice annually in January and July. The Employer and the employee contributions will be three percent (3%). Participation in the plan is open to full-time and part-time employees.
- 31.02 Employees are permitted to make additional flat rate or lump sum contributions to their R.R.S.P. which are not matched by the Employer.

ARTICLE 32 – HOURLY PREMIUMS

32.01 Weekend shift premium

A weekend premium of one dollar and eighty-five cents (\$1.85) per hour should be paid to an employee working a shift wherein the majority of such shift falls during a sixty-four (64) hour period commencing at 1500 hours Friday until 0700 hours Monday.

Effective the first full pay period in January 2012, a weekend premium of two dollars and zero cents (\$2.00) per hour shall be paid to an employee working a shift wherein the majority of such shift falls during a sixty-four (64) hour period commencing at 1500 hours Friday until 0700 hours Monday.

The weekend shift premium will be paid in addition to the evening shift premium or the night shift premium.

32.02 Night shift premium

Effective the first full pay period after the date of ratification, a night shift premium of one dollar and fifty cents (\$1.50) per hour shall be paid to an employee working a shift wherein the majority of such shift falls between 2300 hours and 0700 hours.

32.03 Evening shift premium

Effective the first full pay period after the date of ratification, an evening shift premium of one dollar (\$1.00) per hour shall be paid to an employee working a shift wherein the majority of such shift falls between 1500 hours and 2300 hours.

ARTICLE 33 – CASUAL EMPLOYEES

- 33.01 Except as specifically provided in this Article, the provisions of the Collective Agreement do not apply to Casual Employees.

33.02 The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 15, 16, 22, 24, 25, 26, 29, and 32 shall apply to Casual employees.

33.03 Seniority

Casual employees shall not accrue seniority, however, a record will be kept of the hours worked by a casual employee. Subject to Article 28.01 in the event the employee is accepted for full-time or part-time employment, they shall be credited with seniority equivalent to the hours worked as a casual "from the last date of hire."

33.04 Hours of Work

The regular daily hours of work shall be up to seven and one-half (7 ½) hours per day or up to seventy-five (75) hours in any bi-weekly period, exclusive of meal periods.

A Casual Employee shall not be required to work for more than six (6) consecutive days.

There shall be no split shifts.

At least eight (8) hours time off shall be provided to a Casual employee between shifts or changeover of shifts. A Casual employee who works within eight (8) hours of a completed shift shall receive overtime rates of pay for all hours worked within the eight (8) hour period.

Meal Period

A Casual employee scheduled to work five (5) hours or more shall be entitled to a one-half (1/2) hour unpaid meal break.

Rest Breaks

A Casual employee shall be permitted one (1) paid rest period of fifteen (15) minutes during each period of four (4) hours of work to be scheduled by the Employer.

33.05 Overtime

Overtime shall be paid for all hours worked over seven and one-half (7 ½) hours in a shift or seventy-five (75) hours bi-weekly at the rate of time and one-half the employee's regular rate of pay provided that all such overtime is authorized by the Supervisor or the Director.

Overtime rates of pay are based on the employee's basic rate of pay, excluding hourly shift premiums.

33.06 Appraisal, Discipline and Dismissal

Casual Employees will receive periodic written performance appraisals consistent with their work frequency and in accordance with the policies of the Employer.

Where work performance does not meet required standards resulting in progressive discipline, the Employer will communicate the reasons for discipline, in writing.

The Employer's decision to terminate the services of a Casual Employee will be confirmed in writing. Such termination will not be subject to the grievance procedure.

33.07 Paid Holidays

A Casual employee required to work on a paid holiday shall be paid at the rate of one and one-half times (1 1/2x) their applicable hourly rate for all hours worked on the paid holiday.

33.08 Leave of Absence

A Casual employee shall be entitled to Bereavement Leave without pay in accordance with Article 20.

33.09 Vacation Pay

A Casual employee shall be paid vacation pay bi-weekly in accordance with Article 21.11 in addition to their earnings at the basic rate of pay.

33.10 Employee Benefits

Casual employees are not entitled to participate in the Employer's benefit programs, which includes the R.R.S.P.

33.11 Orientation

The Employer shall provide a paid orientation for all new Casual employees, and when a Casual employee changes departments. When required the Employer will provide paid orientation when a Casual employee changes areas within a department.

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

Dated at Calgary, Alberta this 22nd day of November
, 2011.

Signed on behalf
of the Employer

[Signature]
[Signature]
[Signature]

Signed on behalf of the
Union

[Signature]
[Signature]
[Signature]

WAGE GRID

CLASSIFICATION	STEP	Oct 31/10	Nov 1/10 - 3%	Nov 1/11 - 3%	June 1/12 - 2%
Health Care Aide	New Hire	15.74	16.21	16.70	17.03
	1950 Hours	16.25	16.74	17.24	17.58
	3900 Hours	16.75	17.25	17.77	18.13
	5850 Hours	17.25	17.77	18.30	18.67
	7800 Hours	17.69	18.22	18.77	19.14
	9750 Hours	18.4	18.95	19.52	19.91
Therapy Aide	New Hire	15.74	16.21	16.70	17.03
	1950 Hours	16.25	16.74	17.24	17.58
	3900 Hours	16.75	17.25	17.77	18.13
	5850 Hours	17.25	17.77	18.30	18.67
	7800 Hours	17.69	18.22	18.77	19.14
	9750 Hours	18.4	18.95	19.52	19.91
Licensed Practical Nurse	New Hire	22.93	23.62	24.33	24.81
	1950 Hours	23.6	24.31	25.04	25.54
	3900 Hours	24.27	25.00	25.75	26.26
	5850 Hours	24.98	25.73	26.50	27.03
	7800 Hours	25.6	26.37	27.16	27.70
	9750 Hours	26.11	26.89	27.70	28.25
Hospitality Aide	New Hire	14.62	15.06	15.51	15.82
	1950 Hours	15.08	15.53	16.00	16.32
	3900 Hours	15.54	16.01	16.49	16.82
	5850 Hours	16.02	16.50	17.00	17.34
	7800 Hours	16.35	16.84	17.35	17.69
	9750 Hours	16.59	17.09	17.60	17.95
Maintenance	New Hire	16	16.48	16.97	17.31
	1950 Hours	16.39	16.88	17.39	17.74
	3900 Hours	16.97	17.48	18.00	18.36
	5850 Hours	17.45	17.97	18.51	18.88
	7800 Hours	17.8	18.33	18.88	19.26
	9750 Hours	18.06	18.60	19.16	19.54
Cook	New Hire	15.99	16.47	16.96	17.30
	1950 Hours	16.45	16.94	17.45	17.80
	3900 Hours	16.98	17.49	18.01	18.37
	5850 Hours	17.5	18.03	18.57	18.94
	7800 Hours	17.94	18.48	19.03	19.41
	9750 Hours	18.21	18.76	19.32	19.71
Head Cook	New Hire	17.44	17.96	18.50	18.87
	1950 Hours	18	18.54	19.10	19.48
	3900 Hours	18.59	19.15	19.72	20.12
	5850 Hours	19.19	19.77	20.36	20.77
	7800 Hours	19.82	20.41	21.03	21.45
Reception	New Hire	15.36	15.82	16.30	16.62
	1950 Hours	16.49	16.98	17.49	17.84
	7800 Hours	16.83	17.33	17.85	18.21
Unit Clerk	New Hire	16.62	17.12	17.63	17.98
	1950 Hours	17.27	17.79	18.32	18.69
	3900 Hours	17.92	18.46	19.01	19.39
	5850 Hours	18.58	19.14	19.71	20.11
	7800 Hours	19.25	19.83	20.42	20.83

*Nursing Aide & Therapy Aide only Note: 1 year = 1950 hours worked

Head Housekeeper or designate shall receive an additional premium of \$1.25 per hour worked for responsibilities in the housekeeping department.

Letter of Understanding -- #1

between

Revera Long Term Care Inc.
Operating as Bow-Crest Care Centre
(the "Employer," of the first part)

And

Canadian Union of Public Employees (CUPE)
(the "Union," of the second part)


RE: CONTRACTING OUT


The Parties agree that, during the term of this collective agreement, contracting out will not be the cause of layoff of employees whose work for the employer is governed by this collective agreement.

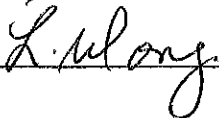
This letter of understanding shall expire on October 31, 2012.

Signed at Calgary, Alberta, this 22nd day of
November, 2011.

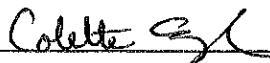
Signed on behalf
of the Employer

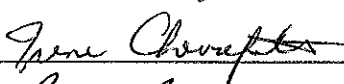


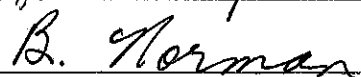




Signed on behalf of the
Union







Letter of Understanding – #2

Between

Revera Long Term Care Inc.
Operating as **Bow-Crest Care Centre**
(hereinafter referred to as the "Employer")

and

Canadian Union of Public Employees (CUPE), Local 8
(hereinafter referred to as the "Union")

RE: LPN'S HOURS OF WORK

Hours of Work

Regular daily hours of work shall be seven and three quarters (7.75) hours per day, exclusive of meal periods.

The work period shall consist of seventy seven and one half (77.5) hours in any bi-weekly period.

Shift Schedules

At least fifteen and one half (15.5) hours time off shall be scheduled between shifts. An employee who is scheduled to work within fifteen and one half (15.5) hours after a scheduled shift or changeover of shifts shall receive overtime rates of pay for all hours worked within such fifteen and one half (15.5) hour periods. A shorter period of time between work shifts, or changeover of shifts may be scheduled by mutual consent between the Employer, the Union and the employees.

Part-time LPN's who are scheduled to work less than seventy-seven and one half (77.5) hours in a bi-weekly pay period qualify for overtime after first completing seventy-seven and one half (77.5) hours of work in the scheduled bi-weekly work period, or after completing seven and three-quarters (7.75) hours of work in the standard seven and three-quarters (7.75) hour shift.

Seniority Accrual

LPN's will accumulate seniority on the basis of one (1) year for each two thousand and fifteen (2,015) hours worked and in the case of part-time LPN's one month for each one hundred and sixty eight (168) hours worked including hours not worked, but paid for by the Employer. Seniority will be acquired when an employee has completed their probationary period and be retroactive to the date of last hiring. Casual employees will not accrue seniority, except as specified in Article 33.03.

Overtime Defined

Overtime shall be paid for all hours worked over seven and three quarters (7.75) hours in a shift or seventy-five and one-half (77.5) hours bi-weekly at the rate of one and a half times (1 ½ x) the employee's regular rate of pay, provided that all such overtime is authorized by the Supervisor or designate.

Part-time LPN's who are scheduled to work less than seventy-seven and one-half (77.5) hours in a two week period will not qualify for overtime unless they have completed seventy-seven and one half (77.5) hours of work in the scheduled work period or in excess of seven and three quarters (7.75) hours in a shift, provided that all such overtime is authorized by the Supervisor or designate.

Call Back Guarantee

If an LPN is called back to work within fifteen and one half (15.5) hours after working her regular shift, she shall receive overtime rates of pay for all hours worked during the callback.

Casual Employees -- Hours of Work

The regular daily hours of work for LPN's shall be up to seven and three quarters (7.75) hours per day or up to seventy-seven and one-half (77.5) hours in any bi-weekly period, exclusive of meal periods.

Casual Employees -- Overtime

For LPN's, overtime shall be paid for all hours worked over seven and three quarter (7.75) hours in a shift or seventy-five and one-half (77.5) hours bi-weekly at the overtime rate, provided that all such overtime is authorized by the Supervisor or designate.

Probation Period and Orientation

A newly hired part-time LPN must successfully complete a probation period of five hundred and three point seven five (503.75) hours worked.

In no event will the LPN's total probation period exceed six (6) months or one thousand and seven and one-half (1,007.5) hours worked.

Paid Holidays

The provisions under Article 18 shall apply.

All other negotiated terms and conditions contained within the collective agreement apply.

Signed at Calgary, Alberta, this 22nd day of November, 2011

Signed on behalf
of the Employer

[Signature]
L. Levestre
L. Wong

Signed on behalf of the
Union

Colette [Signature]
J. Cheung
B. Norman

Letter of Understanding – #3
between
Revera Long Term Care Inc.
Operating as Bow-Crest Care Centre
(hereinafter referred to as the “Employer”)

and

Canadian Union of Public Employees (CUPE), Local 8
(hereinafter referred to as the “Union”)

RE: Health Care Aide Scope of Practice

The Union and the Employer agree that if, during the term of this Collective Agreement, which expires October 31, 2012, the Employer should introduce the requirement for Health Care Aides (HCAs) to give medication to the Residents, then the Union and the Employer shall meet to discuss the implications of this change, if any, to the HCA scope of duties and responsibilities.

Signed at Calgary, Alberta, this 22nd day of
November, 2011

Signed on behalf
of the Employer

[Signature]
L. Colouster
L. Long

Signed on behalf of the
Union

Colette [Signature]
Jane Chevrette
B. Norman