

COLLECTIVE AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1099



and

RevOne Westmount LP (Glenora Park)



Effective
January 1, 2024 to December 31, 2026

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ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both Parties to this Agreement:

- (a) To maintain an orderly collective bargaining relationship between the Employer and its employees;
- (b) To recognize the value of joint discussions and negotiations;
- (c) To encourage efficiency in operations;
- (d) To provide a mechanism for the amicable adjustment of grievances which may arise;
- (e) To provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of RevOne Westmount LP, operating as “Glenora Park” located at 10150 Clifton Place, the city of Edmonton, Alberta.

2.02 The Union is hereby established as the sole collective bargaining agent for the employees, and the Employer undertakes that it will not enter into any other agreement or contract with the employees either individually or collectively.

2.03 No Competition

An employee may not enter into a financial arrangement with a resident and/or their responsible Party (pertaining to the resident) to provide services with whom the Employer has a contractual relationship.

2.04 Correspondence

All correspondence between the Employer and the Union will pass to and from the Executive Director and be sent to the Local Union President, or their designate, and the Glenora Park Unit Union Representative.

ARTICLE 3 – DEFINITIONS

3.01 Definitions

- (a) The term “Full-Time Employee” in this Agreement will mean an individual who is scheduled and actually works at least sixty (60) hours in a two (2) week pay period for the Employer, and whose name appears on the full-time seniority list.
- (b) The term “Part-Time Employee” in this Agreement will mean an individual who is regularly scheduled to work less than sixty (60) hours and more than thirty (30) hours in a two (2) week pay period.
- (c) The term “Casual Employee” in this Agreement will mean an individual who is called in to work occasionally, usually on an “on call” basis for relief purposes, but who does not work a regular schedule or does so for only a specified time. It is understood that there is no guarantee of hours for Casual Employees and hours may fluctuate up and down without triggering the layoff or posting procedures.
- (d) Casual Employees will have abandoned their job if they have not been available to work for a period of sixty (60) calendar days.
- (e) Casual Employees will accumulate seniority but are not entitled to any benefits.
- (f) Call-in work will not be included in determining the number of hours actually worked in 3.01 (a) and (b), above.

3.02 The word “employee” in this Agreement will mean the employees of the Employer for whom the Union is the bargaining agent.

3.03 Wherever the word “Executive Director” is used in this Agreement, it will be considered as meaning the Executive Director or their designate.

3.04 The word “Residence” in this Agreement will refer to the Glenora Park Retirement Residence located at 10150 Clifton Place in the city of Edmonton, Alberta.

3.05 It will be the responsibility of the employee to keep the Employer informed of their current address and other contact information (i.e., email, mobile #, etc.), in case it is necessary to notify any employee of any matter under this Agreement.

ARTICLE 4 – NO DISCRIMINATION AND NO SEXUAL HARASSMENT

4.01 No Discrimination

The Employer, Union and employees agree to abide by the *Alberta Human Rights Act*.

4.02 The Parties further agree to work together to ensure the work environment is free of discrimination, sexual harassment and violence.

ARTICLE 5 – UNION SECURITY

5.01 Union Membership

All employees will, as a condition of continued employment, become and remain members in good standing of the Union from the first day of employment, according to the Constitution and Bylaws of the Union.

5.02 Check-Off Payments

The Employer will deduct from every employee any dues, initiation fees, or assessments levied in accordance with the Constitution and Bylaws of the Union.

5.03 Deductions will be made from each bi-weekly payroll effective the first full pay after receipt of notice of ratification of this Collective Agreement, and will be forwarded to 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 list will include names, addresses, phone numbers, personal email addresses (if available), classifications, and status of all employees from whose wages the deductions have been made. The Union will advise the Employer by letter of the amount of the dues, initiation fees or other assessments one (1) month in advance of the end of the pay period in which the deductions are to be made. The Employer will indicate Union dues deductions on the individual employee's annual T4 issued for income tax purposes.

5.04 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.

5.05 Orientation

The Employer agrees that a Union Representative will be given the opportunity during the orientation period of fifteen (15) minutes for newly hired employees for the purpose of introducing the employee to the Union.

5.06 Work of the Bargaining Unit

Persons outside the Bargaining Unit will not perform duties by employees in the Bargaining Unit except in cases of instruction, training, experimentation or in emergency cases where Bargaining Unit employees are not readily available.

5.07 Notwithstanding the above, it will be a violation of this Clause when management employees perform Bargaining Unit duties that they normally and usually perform.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 The Union recognizes and acknowledges that all management rights and prerogatives and the direction of the working forces and the management of the Employer's enterprise are vested exclusively with the Employer and without limiting the generality of the foregoing the exclusive functions of the Employer will include the following:

- (a) to operate and manage its business in every and all respects;
- (b) to maintain order, discipline, and efficiency amongst its employees and in connection therewith to establish and enforce reasonable rules, regulations policies and practices from time to time;
- (c) to select, hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim that an employee who has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided: to determine whether vacancies exist and to hire persons to fill vacant positions or newly created positions;
- (d) to have the right to plan, direct and control the work of the employees, the operations of the Employer, and the schedules and procedures of work. This includes the right to introduce new methods, the materials or goods to be used, including the method of operating and controlling those materials and goods, facilities, machinery, technology, and equipment, and to direct and control the amount of supervision necessary, to combine or split up departments, work locations, work schedules, and to increase or reduce personnel in any particular area, or in the whole, and the number of employees required for the Employer's purposes and to reduce or increase normal hours of work per day or per week and to determine starting and quitting times; to assign employees to shifts as required;
- (e) to determine the number of shifts, job content and requirements, quality standards, the qualifications of employees;

- (f) to select and retain employees for positions excluded from the Bargaining Unit;
- (g) to establish standards of service;
- (h) to amend or modify standards;
- (i) to determine new methods to be used; and
- (j) to determine the requirements of a job and the qualifications of an employee to perform the work required.

6.02 The Employer will exercise its management rights in accordance with the Collective Agreement.

ARTICLE 7 – ASSISTANCE, ACCESS, RECORDS

7.01 Assistance of the Union

Bargaining Unit employees may have the right to assistance of a Union Shop Steward for any disciplinary meeting with the Employer.

7.02 Access to Personnel File

An Employee may request, in writing, an opportunity to view their personnel file in the presence of their Supervisor or delegated representative, and a Union Representative if they choose. The request will be made at least one (1) week in advance of the review. The information the employee may review will be their application form, any written evaluation or formal disciplinary notations or incident reports in the file.

ARTICLE 8 – UNION REPRESENTATION

8.01 The Employer will be advised in writing of the names of the Stewards and the Site Chief Steward and will be notified of any changes of Stewards or Site Chief Steward as may occur from time to time.

8.02 Stewards and a Site Chief Steward will be selected by the Union to represent the Union for the purpose of representing members in meetings, including but not limited to disciplinary or investigative meetings, the handling of grievances or bargaining on any matter properly arising from time to time during the continuance of this Collective Agreement.

- 8.03 The Stewards and Site Chief Steward will not leave their duties on Union business without first obtaining permission from their Supervisor, Manager or Executive Director. Permission will not be unreasonably withheld.
- 8.04 The Union bargaining committee will consist of two (2) members of the Residence. Representatives of the Union will not suffer any loss of pay when required to leave their employment temporarily, during the day, in order to meet with representatives of the Employer with respect to grievances or for bargaining. The Union will advise the Employer with the names of the officers and members of the Union bargaining committee. The list will be revised as changes occur.

8.05 Representative of Canadian Union of Public Employees

The Union will have the right at any time to have the assistance of the National Representative(s) of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative(s) will have access to the Employer's premises in order to investigate and assist in any labour relations matter. The Site Chief Steward of the Local will be recognized in the same manner as a CUPE National Representative. CUPE Representatives will give reasonable written notice to the Executive Director or designate prior to attending the Residence.

- 8.06 No individual employee or group of employees will undertake to represent the Union at meetings with the Employer without proper authorization of the Union. Not more than two (2) Stewards up to and including the President of the Union will be selected by the Union to represent the Union for the purpose of handling grievances or bargaining on any matter properly arising from time to time during the continuance of this Agreement.

8.07 Union Business

No employee will conduct Union business during working hours other than as specifically permitted by this Collective Agreement or with the Employer's express permission.

8.08 Employee Waiver of Union Representation

- (a) If the employee wishes to waive their right to have Union representation, a written waiver must be presented to the employee by a Union Representative and signed by the employee and the Union Representative before the meeting commences.
- (b) The Employer will not be present for the signing of the waiver but will be provided a copy of the signed waiver.

- (c) An employee who waives their right to Union representation will, at any time during the meeting or any subsequent meetings, have the right to request Union representation, and will be entitled to grieve any discipline received and suffer no prejudice in grievance, mediation or arbitration proceedings.

8.09 Labour-Management Committee Meeting

The following will apply:

- (a) An equal number of representatives of each Party as mutually agreed meet at a time and place satisfactory to both Parties. A request for a meeting hereunder will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters that are to be discussed, which will not include matters that are properly the subject of grievances or negotiations for the amendment or renewal of the Agreement.
- (b) Any representative(s) attending such a meeting during their regular scheduled hours of work will not lose regular earnings as a result of such attendance.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the Parties that complaints of employees be addressed as quickly as possible. If a difference arises between the Parties to or persons bound by this Agreement as to the interpretation, application, operation, or contravention or alleged contravention of this Agreement or as to whether such a difference may be the subject of arbitration, the Parties agree to meet and endeavour to resolve the grievance in the following manner. The Union will notify the Employer in writing of the name of each Steward and the name of the Site Chief Steward.

9.02 Complaint Stage

An employee having a question or complaint will refer it to their Immediate Supervisor within ten (10) calendar days of the occurrence of the grievance or when the employee(s) reasonably became aware of the occurrence. At this stage, the employee may be accompanied by a Union Steward. The Supervisor will reply to the employee and Union, giving the answer to the difference within ten (10) calendar days, in writing, from the date of submission.

9.03 Step 1

Failing settlement at the Complaint Stage, the Union and the grievor will submit a completed written grievance setting out:

- (a) the name of the grievor;

- (b) the nature of the grievance;
- (c) the remedy or correction the Employer is requested to make; and
- (d) the section(s) where the Agreement is alleged to have been violated and to deliver it to the Executive Director within ten (10) calendar days following receipt of the reply from the Supervisor. A grievance hearing will be scheduled within fourteen (14) days of the written grievance being delivered to the Executive Director. The Executive Director renders their decision in writing to the Union Representative and the grievor within ten (10) calendar days after the hearing.

9.04 Step 2

Failing settlement at Step 1, a meeting between the Union Representative and the Regional Director of Operations, or designate, will be called within fifteen (15) calendar days following the receipt of the decision at Step 1 to attempt a successful resolution to the alleged grievance.

Failing settlement at Step 2 the grievance may be referred to arbitration by either Party to this Agreement within twenty-eight (28) calendar days after the decision is received at Step 2.

9.05 Group Grievance

Where a number of employees have similar grievances, they may present a group grievance within the same time limits prescribed for an individual grievance. The Grievor's names must be listed on or attached to the grievance form. Should such grievance be referred to arbitration the matter will be adjudicated as a group grievance.

9.06 The subject of a group grievance will not form the basis of an individual grievance and vice versa. If a group grievance could be filed, then it is agreed that individual grievances will not also be filed.

9.07 Policy Grievance

The Union and the Employer will have the right to file a grievance based on a difference arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. The Union may not file a grievance regarding any matter upon which an employee may personally grieve. Time limits in Clause 9.03 will apply to a Union grievance and such grievance must be in writing. Such grievance will commence at Step 1.

9.08 Time Limits

- (a) Time limits fixed in complaints, grievance and arbitration procedures may only be extended by mutual written consent of the Employer and Union.
- (b) Time limits referred to in this Article, exclude Saturdays, Sundays and paid holidays.
- (c) If at any stage of the complaints, grievance and arbitration procedure, a matter has not been processed by the Union in accordance with the specified time limits, the matter will be deemed to have been withdrawn.

ARTICLE 10 – MEDIATION

- 10.01 Either Party, with the agreement of the other Party, may submit a grievance to mediation at any time within forty-five (45) calendar days after the Employer's written decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process will take place before the matter is referred to arbitration.
- 10.02 Mediation will commence at a time mutually agreed.
- 10.03 No matter may be submitted to mediation, which has not been properly carried through the grievance procedure, provided that the Parties may extend the time limits fixed in the grievance procedure.
- 10.04 The Parties will agree on a Mediator.
- 10.05 Proceedings before the Mediator will be informal. Accordingly, the rules of evidence will not apply, no record of the proceeding will be made, and Legal Counsel will not be used by either Party.
- 10.06 The Mediator will have the authority to meet separately with each Party.
- 10.07 If no settlement is reached following mediation, the Parties are free to submit the matter to arbitration in accordance with the provisions in the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator without the permission of both the Union and the Employer. Nothing said or done by the Mediator may be referred to at arbitration notwithstanding the exception indicated above.
- 10.08 The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 11 – ARBITRATION

- 11.01 The Party seeking arbitration will notify the other Party within forty-five (45) days of the expired time limit for the last step of the grievance procedure, of its intention to proceed to arbitration and will signify when such notice a list of three (3) suggested arbitrators to act as a sole Arbitrator. The recipient of the notice will within ten (10) days inform the other Party of an agreement to one of the suggested Arbitrators or provide a list of three (3) alternate Arbitrators.
- 11.02 Where the Parties cannot agree on an Arbitrator, either Party may request that Alberta Mediation Services make the appointment.
- 11.03 Each of the Parties will be responsible for the fees and expenses of its own witnesses and Counsel. The fees and expenses of the Arbitrator will be shared equally by the Parties in this Agreement.
- 11.04 The Arbitrator, will not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of the Agreement.
- 11.05 No person will be selected as an Arbitrator who has been directly involved in attempts to negotiate or settle the grievance or the Collective Agreement in force at the time the grievance arose, unless mutually agreed to by the Employer and the Union.

ARTICLE 12 – PROBATION

- 12.01 A newly hired employee will be known as a Probationary Employee until they have actually worked and successfully completed a period of four hundred and fifty (450) hours worked. The Parties may also agree to mutually extend the probationary period.

The discipline, discharge, layoff, or failure to recall after a layoff of a Probationary Employee is at the absolute discretion of the Employer and will not be subject to the grievance procedure. It is agreed that the probationary period is for the purpose of training employees and to allow the Employer to assess the employee's suitability for continued employment. The Employer agrees not to act in bad faith in the application of this provision.

- 12.02 On or before the expiry of the probationary period, the Employer will confirm to the employee the decision to confirm their appointment as having completed their probation; or-terminate the employee.

ARTICLE 13 – SENIORITY

13.01 An employee will lose all seniority and will be deemed to have quit the employ of the Employer, and the employment of the employee will be deemed to have been terminated without further notice for any of the following reasons:

- (a) voluntarily resigns or retires and that resignation or retirement is not retracted within thirty-six (36) hours;
- (b) discharged for just cause and not reinstated through the grievance procedure or otherwise;
- (c) lay-off of a Full-Time Employee in excess of eighteen (18) months or when a Part-Time Employee who has not been scheduled to work for a period of twelve (12) months (unless on an Employer-approved leave of absence);
- (d) absence from work for three (3) consecutive working days without notifying the Employer, unless a reasonable explanation satisfactory to the Employer is provided;
- (e) failure to return to work within seven (7) calendar days (exclusive of Saturdays, Sundays and paid holidays) after being notified of recall by registered mail or by telephone. Registered mail sent to the employee's most recent home address on their employment file will be interpreted as proper notice and leaving a telephone message at such employee's residence will also constitute proper notice. For purposes of recall it will be the responsibility of the employee to keep the Employer informed of their current address and telephone number;
- (f) failure to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a reasonable explanation is given by the employee to the Employer;
- (g) utilizes a leave of absence for reasons other than which it was granted without written approval from the Employer;
- (h) is absent from work for thirty (30) months due to illness or accident. The Employer agrees to abide to any obligations they may have under the *Alberta Human Rights Act* when applying this Article; or
- (i) engages in gainful employment while in receipt of sick leave payments or an unpaid sick leave without written approval from the Employer.

13.02 Casual Employees will not accrue seniority. However, a record will be kept of the hours worked by a Casual Employee. In the event the employee is accepted for full-time or part-time employment, they will be credited with seniority equivalent to all hours worked as a Casual Employee after they have successfully completed their probationary period.

13.03 Employees will accumulate seniority (based on their normal work schedule) 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 Worker's Compensation as a result of an injury or illness incurred while in the employ of the Employer;
- (g) While on approved Union leave of absence;
- (h) While on maternity/parental leave; and
- (i) While on a protected leave of absence under the *Alberta Employment Standards Code*

13.04 Seniority lists will be prepared according to the records of the Employer in January and July and posted on a bulletin board provided by the Employer. Seniority as posted will be deemed to be final and not subject to the complaint unless an employee complains within twenty-one (21) calendar days from the date of posting that their seniority as posted is incorrect. The Employer will send a copy of the seniority list to the Union once it is posted. Seniority will be recognized on a Bargaining Unit-wide basis.

ARTICLE 14 – JOB POSTING

14.01 In the event new jobs are created or vacancies occur in existing job classifications including new positions created for a specific term or task, the Employer will electronically post unless the Employer notifies the Union it will not be filled.

- (a) Such new jobs or vacancies will be posted for a period of seven (7) calendar days, in order to allow employees with seniority to apply before new employees are hired, and will stipulate the qualifications, classification, rate and department concerned.
- (b) Only the initial and first subsequent vacancy will be posted in accordance with Clause 14.01.
- (c) The Employer will make available to the Site Chief Steward copies of each job posting.
- (d) Any other subsequent vacancies will be offered to employees based on qualifications and seniority, prior to the vacancy being filled by an external candidate.

14.02 Employees who wish to apply for a posted position must submit an application in writing to the Employer within the seven (7) days period referred to in Clause 14.01.

14.03 In filling postings under Clause 14.01, the Employer will consider the qualifications, experience, and ability of the applicants to perform the work efficiently. Where these factors are equal, the applicant with the greatest seniority will be the one selected to fill the vacancy. If the applicants are not qualified to perform the work required, the Employer has the right to fill the vacancy externally. The Employer will post the successful applicant.

ARTICLE 15 – HOURS OF WORK

15.01 The normal hours of work for Full-Time Employees will be seven and one-half (7½) hours in a day and seventy-five (75) hours in a bi-weekly period, exclusive of meal periods.

15.02 Rest Period

- (a) An employee working five (5) hours or more will be entitled to one-half (½) hour unpaid rest period within the shift. The unpaid rest period will be uninterrupted, except in cases of emergency.
- (b) Should an employee be recalled to duty during their rest period, the time that they missed from their meal period will be provided later in the shift.
- (c) Employees will be allowed one (1) fifteen (15) minute relief period with pay as follows for the following shifts:
 - (i) More than four (4) hours – one relief period

- (ii) More than six (6) hours but less than seven and one-half (7½) hours – two (2) relief periods in each half of the shift.

15.03 On the date of conversion from Daylight Savings Time to Mountain Standard Time, or vice-versa the employees will be paid for their hours actually worked.

15.04 Call-in Procedure

The order of steps to cover a scheduled shift as a result of an absence will be as follows:

- (a) Employees in the affected department and classification, who have stated their availability and do not trigger any additional or premium costs, will be called in order of their seniority from last accepted.
- (b) Then qualified employees in any other department or classification, who have stated their availability and do not trigger any additional or premium costs, will be called in order of their seniority.
- (c) Employees could then be called in from the department and classification in order of their seniority from last accepted. It is understood that the appropriate overtime charges would apply.

ARTICLE 16 – OVERTIME

16.01 The Employer will determine when overtime is necessary and for what period of time it is required. All overtime must be authorized by the Employer.

16.02 The overtime rate will be time and one-half (1½) the employee's straight-time hourly rate and will be applied to any authorized work performed in excess of seven and one-half (7½) hours in a day or seventy-five (75) hours bi-weekly.

ARTICLE 17 – LEAVES OF ABSENCE

17.01 The Employer may grant a request for a leave of absence without pay for personal reasons, provided the Employer receives at least three (3) weeks' notice in writing (except in case of emergency) and provided that such leave may be arranged without undue inconvenience to the normal operations. Applicants when applying must indicate the reason for the leave of absence, the date of departure and specify the date of return. The Employer will reply to the request in writing with a copy to the Union. Such requests will not be unreasonably denied.

- 17.02 Employees who are on leave of absence will not engage in gainful employment while on such leave. If an employee does engage in gainful employment while on such leave of absence, he will forfeit all seniority rights and privileges contained in this Agreement and will be subject to discharge.
- 17.03 No employee will accumulate seniority, vacation allowances, be paid for paid holidays (if the leave is in excess of thirty (30) calendar days), nor will any other benefits in this Agreement accrue or be paid while the employee is on leave of absence, but seniority and other accumulated credits established at the point of leave will be reinstated upon return to work unless legislation stipulates otherwise.
- 17.04 The Employer will comply with the requirements of the Alberta *Employment Standards Code* with respect to applicable statutory job-protected leaves.

17.05 Bereavement

An employee may use up to five (5) workdays leave without loss of pay for the purpose of bereavement in the death of their child (including foster, legal ward or stepchildren) or spouse (including common-law spouse, same-sex partner, adult interdependent partner and/or fiancé(e)).

An employee may use up to three (3) workdays leave without loss of pay for the purpose of bereavement in the death of the following relations of the employee or their partner:

- (a) parent, or stepparent;
- (b) siblings including stepsiblings;
- (c) a parent of the employee's minor or disabled children;
- (d) niece, nephew;
- (e) aunt, uncle;
- (f) guardian;
- (g) sister-in-law, brother-in-law;
- (h) son-in-law, daughter-in-law;
- (i) grandchild, including great-grandchild; and
- (j) grandparent.

17.06 Jury Duty

When an employee is required to serve on a jury, they will be relieved of their duties for such time as may be required. The employee will notify the Employer immediately on receiving notification and provide proof of service requiring their attendance.

17.07 The Employer will comply with the requirements of Alberta *Employment Standards Code* with respect to applicable statutory job-protected leaves, including but not limited to:

- (a) Citizenship ceremony;
- (b) Compassionate care;
- (c) Covid-19 and Covid-19 vaccination;
- (d) Critical illness;
- (e) Death or disappearance of a child;
- (f) Domestic violence;
- (g) Long-term illness and injury;
- (h) Maternity and parental;
- (i) Personal and family responsibility; and
- (j) Reservist.

17.08 Any and all employee leave of absences will be submitted on the Leave of Absence Form. Any decision will be provided in writing on the said form.

ARTICLE 18 – LEAVE OF ABSENCE FOR UNION BUSINESS

18.01 Leave of absence without pay and without loss of seniority will be granted by the Employer to no more than two (2) employees from the same classification and shift at a time in order to attend Union conventions, workshops, seminars or schools. The Employer may consider additional requests based on individual circumstances.

18.02 The Union will provide at least fourteen (14) days' notice in writing to the Employer in making an application for Union Leave. Shifts open for Union leave and assigned to another employee will not constitute a change of schedule. Requests of less than fourteen (14) days' notice will not be unreasonably withheld if the shift can be filled with in-house staff.

18.03 The Employer will continue to pay the normal pay and benefits of employees on approved Union Leave and bill the Union for that cost. The Union will reimburse the Employer.

18.04 Leave of absence without pay for full-time or part-time Union employment will be granted under the following conditions:

- (a) In the event that an employee becomes a full-time or part-time official of the Local Union, they will be granted leave of absence for the purpose of carrying out the duties of their office. Such leave will be deemed not to interrupt the employee's continuity of service.

Upon notification of not less than thirty (30) days to the Employer, the employee will be reinstated in the position vacated.

- (b) Upon application, the Employer will agree to allow leave of absence for full-time duties with the CUPE National Organization for up to one (1) year which may be extended in writing with thirty (30) days' notice.

Thirty (30) days' notice before commencement of such full-time duties and thirty (30) days' notice before return to work will be provided. The Employer agrees to provide an equivalent paid position upon the return of such a person.

- (c) Pay will be in accordance with Clause 18.03.

ARTICLE 19 – LAYOFFS AND RECALL

19.01 A layoff will be defined as:

An employee whose status is changed from full-time to part-time, full-time to unscheduled part-time or part-time to casual as a result of the implementation of a new schedule and/or a reduction of hours will be considered to be laid off.

19.02 Layoff Procedure

- (a) In the event of a layoff, the Employer will layoff employees in the reverse order of their seniority
- (b) The following procedure will be used to identify employees who will be affected by a layoff and provide the affected employee with their options:

Step 1

The Employer will schedule a meeting to discuss reductions in hours with the Union Representative and Stewards and the following will be supplied:

- (i) Bi-weekly reductions of hours per classification;
- (ii) Revised blank schedules of classifications that are directly affected or could be affected; and
- (iii) Updated Seniority List.

At the meeting, the Employer will set a date for “Line Picking”. During Line Picking, employees will select an available line, for which they have the skill and ability to perform, based on seniority, with the most senior employee selecting first.

Step 2

Employees will be provided with copies of the revised schedules and the Line Picking date and meeting times as soon as Step 1 has been completed.

Step 3

Employees will be scheduled for Line Picking in appropriate time intervals in accordance with the updated Seniority List (most senior first) in order to allow the employee sufficient time to select their line. The employees will have the choice of attending the Line Picking meeting in person, providing a number where they can be reached during their scheduled time or completing a selection preference sheet for the Employer

Both the Employer and Union Representatives will be present at the Line Picking meeting.

Employees will be entitled to select an available line, provided they have the skill and ability to perform the position or elect to be laid off if there are no available full-time lines if they are full-time or part-time lines if they are part-time.

Step 4

Employees with no available positions will receive working notice or pay in lieu of notice, at the discretion of the Employer, pursuant to the *Alberta Employment Standards Code*.

Step 5

At the conclusion of this notice period, or once the Employer has provided pay in lieu of notice, the new schedule will be implemented.

It is further agreed that nothing prevents the Employer and Union from mutually agreeing to another process not considered or listed in this Article.

- (c) It is understood and agreed that if a classification has been affected by the layoff procedure, then that classification's schedule will be revised once a full or Part-Time Employee's status in that classification changes from full-time to part-time, full-time to unscheduled part-time or part-time to unscheduled part-time for a period in excess of twelve (12) weeks. A blank schedule will be made available for employees, in that classification, to reselect their positions. This process will be managed in a similar manner to Step 3 of the layoff procedure. The posting procedure in the Collective Agreement will not apply until the recall process has been completed. In determining the ability and qualifications of an employee to perform the work for the purposes of the Article, the Employer will not act in an arbitrary or unfair manner. Any dispute can be referred to arbitration.
- (d) No new employees will be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification will be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification will state the job to which the employee is eligible to be recalled and the date and time at which the employee will report for work. The employee is solely responsible for their proper address being on record with the Employer.
- (f) Employees on layoff or notice of layoff will be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy will not be required to accept such recall and may instead remain on layoff.
- (g) A laid-off post Probationary Employee will retain the rights of recall for a period of eighteen (18) months.

ARTICLE 20 – BULLETIN BOARD

20.01 The Employer agrees that notices concerning Union activities may be posted on a designated bulletin board by proper officials of the Union. The Employer will not post notices on this board, other than the seniority list, without the approval of the Site Chief Steward or President.

ARTICLE 21 – HEALTH AND SAFETY

- 21.01 The Employer and the Union agree to adhere to the *Alberta Occupational Health and Safety Act* and applicable regulations.
- 21.02 The Union and the Employer agree to encourage their members/employees to cooperate fully in the observation and participation of all safety rules and practices.
- 21.03 The Union and the Employer will create a Joint Health and Safety Committee. The Committee will identify areas of potential danger, address the issue of the health and safety of employees, recommend means of improving programs, obtain information respecting the identification of hazards and standards affecting the healthcare industry and make recommendations to the Employer in regard to these matters.
- 21.04 The Union Representatives will be selected or appointed by the Union from among the Bargaining Unit employees.
- 21.05 The Committee will meet quarterly at the workplace and will maintain minutes of all meetings (such meetings will be posted). Any representative attending meetings of the Committee during their scheduled working hours will not lose regular earnings as a result of such attendance.

ARTICLE 22 – RESIDENT ABUSE

- 22.01 The Union and Employer agree that residents have a right to live in an environment that is free from abuse and that the abuse of residents by employees will not be tolerated.
- 22.02 The Union further agrees to cooperate with the Employer to promote an abuse free environment for all residents. In order to protect the interests of the residents, it is understood that the discharge of an employee who has abused a resident will be deemed to be a discharge for just cause. Such discharge will be deemed to be a specific penalty under the *Alberta Labour Relations Code* which may not be set aside or substituted by a sole Arbitrator or either under the Code or under Clause 11 of this Collective Agreement.

ARTICLE 23 – HEALTH AND WELFARE BENEFITS

23.01 Eligibility

All permanent Full-Time Employees are eligible for benefits after four hundred and fifty (450) hours worked of employment. In order to maintain benefit eligibility, such employees must be regularly scheduled to work a minimum of sixty (60) hours bi-weekly. An enrollment form, to elect their benefits, must be completed no later than thirty-one (31) days after becoming eligible. Otherwise, such an employee will be considered a late applicant and must provide satisfactory evidence of good health before they will be covered, and some benefit limitations may also apply.

23.02 The Employer pays one hundred percent (100%) of the premium for all benefits listed below.

23.03 The Employer reserves the right to amend Health and Welfare benefits from time to time with consultation with the Union regarding any changes.

23.04 Benefit Plan Entitlement Summary

(a) Basic Life Insurance – Manulife Policy #38950

- (i) Eligible employees are covered for one times (1x) annual earnings.
- (ii) Life Insurance reduces to fifty percent (50%) at age sixty-five (65).
- (iii) Life insurance ceases at the earlier of termination of employment, retirement or age seventy (70).

(b) Accidental Death & Dismemberment (AD&D)- Manulife Policy #38950

- (i) The AD&D benefit is an equal amount to the Basic Life Insurance.
- (ii) The AD&D benefit ceases at the earlier of termination of employment, retirement or age seventy (70).

(c) Dependent Life Insurance

- (i) Dependent Life Insurance covers an eligible employee's spouse for ten thousand dollars (\$10,000), and each dependent child for five thousand dollars (\$5,000).
- (ii) Dependent Life insurance ceases at the earlier of termination of employment, retirement or age seventy (70).

- (d) Extended Health Care Plan – Manulife Policy #8577
- (i) Eligible employees will be reimbursed for ninety percent (90%) of eligible expenses submitted.
 - (ii) Medications legally requiring a prescription (with some limitations).
 - (iii) A pay-direct medication card will be issued to eligible employees with a ten dollar (\$10.00) dispensing fee cap.
 - (iv) Mandatory generic substitution applies.
 - (v) Vision care expenses up to one hundred and seventy-five dollars (\$175) in a twenty-four (24) consecutive month period.
 - (vi) Eye exams are covered once in a twenty-four (24) consecutive month period to a maximum of fifty dollars (\$50).
 - (vii) Medical equipment and supplies.
 - (viii) Paramedical practitioners, limited to three hundred and fifty dollars (\$350) per practitioner per year, including chiropractor, speech therapist, podiatrist, clinical psychologist, physiotherapist, osteopath, naturopath and massage therapist.
 - (ix) Orthotics and orthopedic shoes, limited to a combined maximum of three hundred dollars (\$300) per year.
 - (x) Hearing Aids, up to three hundred dollars (\$300) every five (5) years.
 - (xi) Private duty nursing up to ten thousand dollars (\$10,000) per year.
 - (xii) Out-of-country emergency medical expenses up to a five-million dollar (\$5,000,000) lifetime maximum, including a travel assistance card. The maximum trip duration is sixty (60) days.
 - (xiii) This benefit ceases at the earlier of termination of employment, retirement or age seventy-five (75).

(e) Dental – Manulife Policy #85777

- (i) Eighty percent (80%) reimbursement of basic dental expenses, including exams and cleaning once every nine (9) months, x-rays, fillings, endodontics and periodontics, fifty percent (50%) reimbursement of major expenses, including crowns, bridges, and dentures, basic and major expenses are limited to a combined maximum of one thousand five hundred dollars (\$1,500) per person per calendar year
- (ii) Reimbursement will be based on the prior year's dental fee guide for your province of residence.
- (iii) This benefit ceases at the earlier of termination of employment, retirement or age seventy-five (75).
- (iv) Notwithstanding the above summary, where there is a discrepancy or disagreement over the application of any of the health and welfare benefits, the terms and conditions of the applicable Manulife Policy will prevail.

(f) Contributions During Leave of Absence

- (i) The Employer will continue to pay their share of the cost for the benefits plan when the employee is on any approved leave of absence with pay and for the first thirty (30) consecutive calendar days of any approved leave of absence without pay.
- (ii) If the employee chooses to retain benefits while on an approved leave of absence without pay for a period of more than thirty (30) consecutive calendar days, the employee will be responsible for the Employer's share of the cost of the benefit plan(s) after the first thirty (30) consecutive calendar days.

23.05 The Employer reserves the right to amend Health and Welfare benefits from time to time.

ARTICLE 24 – VACATIONS

24.01 Full-time Employees be entitled to the following vacation with pay. The vacation year runs from beginning of January to the end of December.

<u>Length of Service</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay</u>
Start	Two (2) weeks	4%
After 3,900 hours or more	Three (3) weeks	6%
After 15,600 hours or more	Four (4) weeks	8%
After 29,250 hours or more	Five (5) weeks	10%

All Full-Time Employees entitled to vacation time off will be paid their vacation pay when they take their vacation; it will be paid on the regular bi-weekly pay schedule, assuming they have sufficient funds in their vacation bank. Any vacation pay remaining in an employee's bank will be paid at the end of the vacation year. Employees may not request vacation pay in advance of their vacation.

The accrued vacation must be taken during the vacation year immediately following the year it was accrued and not prior to that.

An employee will not be permitted to accumulate their vacation from one year to another.

24.02 Part-Time and Casual Employees will receive vacation with pay on their bi-weekly pay as outlined below.

<u>Length of Service</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay</u>
Start	Two (2) weeks	4%
After 3,900 hours or more	Three (3) weeks	6%
After 15,600 hours or more	Four (4) weeks	8%
After 29,250 hours or more	Five (5) weeks	10%

ARTICLE 25 – PAID HOLIDAYS

25.01 The following will be recognized as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day (August)	

25.02 In the event that an additional Federal, Provincial, or Municipal holiday is proclaimed or announced, such holiday will be recognized by the Employer as a paid holiday.

ARTICLE 26 – SICK LEAVE

26.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill or unable to work due to a non-WCB compensated injury and will be granted to employees on the following basis providing sick leave credits are available. Employees reimbursed by an outside party for lost time will reimburse their sick leave bank.

26.02 Upon completion of the probationary period, employees will be granted sick leave credits for personal illness from the date of employment.

26.03 An employee unable to complete their shift due to illness will be paid for the remainder of their shift from their available sick leave bank.

26.04 Employees granted sick leave will be paid for the period of such leave at their current hourly rate of pay. The number of hours paid will be deducted from their accumulated sick leave credits up to the total amount of the employee's accumulated credits at the time the sick leave commenced.

26.05 For the purpose of this Article, a defined course of medical treatment for an acute condition (i.e., chemotherapy, insulin adjustment therapy) will be treated as a single incident.

26.06 Compensation under the *Alberta Workers' Compensation Act* will not be charged against accumulated sick leave credits.

26.07 (a) Employees unable to report for scheduled work on account of personal illness must notify the Employer with as much notice as possible on the first day of illness before they would normally report to work.

(b) During an illness of undetermined length, the employee will notify the Employer of their progress weekly and provide the Employer with written notice of their readiness to return to work as far in advance as possible.

(c) Sick relief shifts accepted by Part-Time Employees may be cancelled by the Employer, with as much advance notice as possible, when the regular incumbent returns to work.

26.08 Sick days accruals may not be paid out or carried over from one calendar year to another.

26.09 Upon completion of the probationary period, employees will be granted sick leave credits for personal illness from the date of employment as follows:

- (a) Full-Time Employees are eligible to a maximum of fifty-two and one-half (52.5) hours per calendar year.
- (b) Part-Time Employees are eligible to a maximum of twenty-two and one-half (22.5) hours per calendar year, prorated based on their regular hours of work.
- (c) Casual Employees are not eligible for sick days.

26.10 The Employer may require an Employee absenting themselves on account of personal illness for three (3) days or more to furnish medical documentation issued by a qualified medical practitioner certifying the Employee was unable to work due to personal illness.

Such an Employee will be contacted by a representative of the Employer's third-party disability management provider. Employees may need to provide medical documentation to support their absence and to help plan for their return to work. Cooperation with this program is required to enable payment of applicable sick leave.

ARTICLE 27 – CONTRACTING OUT

27.01 Except in the case of an emergency, the Employer agrees to give the Union notice in writing, at least ninety (90) days prior to contracting out any work which may result in the layoff of any employee in the Bargaining Unit. Discussions will commence between the Parties within ten (10) days of such notice and every reasonable effort will be made to provide continuing employment for affected employees with the contractor.

ARTICLE 28 – UNIFORM ALLOWANCE

28.01 Uniform allowance is for the sole and exclusive purpose of maintaining appropriate work attire as required by the Employer, at all times. Employees will have the responsibility of cleaning and maintaining their uniform if it is not in a state of good repair.

Where required by the Employer, uniforms for staff of all departments must be purchased from the supplier chosen by the Employer. No exceptions will be permitted unless otherwise approved by the Employer.

The Employer will provide a uniform allowance for all Non-Probationary Employees who are required by the Employer to wear a uniform which will be paid at the rate of eight cents (\$0.08) per hour worked. The uniform allowance will be payable on a bi-weekly basis. Such an amount is not to form part of the regular hourly rate for purposes of overtime and paid holidays.

ARTICLE 29 – NO STRIKES OR LOCKOUTS

29.01 The Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts during the terms of this Agreement. The meaning of the words “strike” and “lockout” will be as defined in the Alberta *Labour Relations Code*.

ARTICLE 30 – DISCIPLINARY

30.01 The Employer and the Union agree to adhere to the principle of progressive discipline. Any employee may be dismissed or suspended, but only for just cause.

30.02 Union Representation

An employee who is called to a meeting by the Employer for the purpose of investigation or receiving disciplinary action, a disciplinary suspension or discharge will be advised of the purpose of the meeting and will have the right to request the presence of a Union Representative.

30.03 The Employer may take disciplinary action against an employee within fifteen (15) working days of the Employer having knowledge of the incident giving rise to the discipline.

30.04 Copies of all disciplinary notices will be provided to the Union Representative(s) at the meeting and forwarded to the Union within twenty-four (24) hours of being presented. Employees will be given the opportunity to sign disciplinary notices as having been read but are not required to do so.

30.05 Any disciplinary letter of reprimand, suspension or other disciplinary sanction will be removed from the record after a period of twenty-four (24) months.

30.06 Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twenty-four (24) month periods noted above.

30.07 Workplace Surveillance

The Parties agree that surveillance equipment in the workplace will be primarily used for the purposes of ensuring the security of Employer assets, employee and resident safety.

Surveillance equipment will not be used for the purpose of regular, ongoing or intermittent monitoring of employees in the workplace. The Employer will check surveillance equipment when there is an incident or complaint and this will not be a violation of this Clause.

ARTICLE 31 – PAYDAYS/WAGES

31.01 The Employer will pay salaries and wages bi-weekly, by automatic deposit, in accordance with Schedule “A” attached hereto, and forming part of this Agreement.

31.02 The Employer will utilize electronic pay stubs. The following terms and conditions will apply to the utilization of electronic pay stubs:

- (a) An employee will be able to access a company computer and view their electronic pay stub before their scheduled shift, during approved meal breaks or rest periods and after their scheduled shift.
- (b) An employee will be able to print their electronic pay stubs using company resources if they so choose.
- (c) The Employer will ensure that no unauthorized employee will be able to access any other employee’s electronic pay stubs.

31.03 Temporary Work Assignments

- (a) If an employee is temporarily assigned by the Employer to work in a higher-paying job classification, the employee will be compensated at the higher rate of pay for all hours worked at the same step rate as their regular position.
- (b) If an employee is temporarily assigned by the Employer to work in a lower-paying job classification, the employee will be compensated at the employee’s regular rate of pay.

31.04 The Employer will pay salaries and wages bi-weekly, by automatic deposit, in accordance with Schedule “A” attached hereto, and forming part of this Agreement.

31.05 Night Shift Premium

Effective January 1, 2024, employees will receive a one dollar and fifty cent (\$1.50) per hour shift premium for all hours worked between 1900 to 0700 (Night Shift).

31.06 Weekend Shift Premium

Effective January 1, 2024, employees will receive a one dollar and twenty-five cent (\$1.25) per hour shift premium for all hours worked between 0700 to 1900 Saturday and 0700 to 1900 Sunday (Weekend Shift).

31.07 No Pyramiding

There will be no pyramiding of any shift premium for the same hours.

31.08 The premiums set out in this Article are not considered as part of the employee’s regular rate of pay.

31.09 Recovery of Overpayments

In the case of an overpayment of wages, the Employer will not make any deductions from wages until the parties agree to discuss a reasonable repayment plan.

ARTICLE 32 – DURATION AND TERMINATION

32.01 This Agreement will continue from September 29, 2024, through December 31, 2026. Either Party will be entitled to give notice in writing to the other Party as provided in the Alberta *Labour Relations Code* of its desire to bargain with a view to the renewal of the expiring Agreement at any time not less than sixty (60) days and not more than one hundred twenty (120) days preceding the expiry of the term of the Collective Agreement or within any longer period that may be provided for in the Collective Agreement, by notice in writing, require the other Party to the Collective Agreement to commence collective bargaining.

32.02 Changes in Collective Agreement

Any changes deemed necessary in this Collective Agreement may be made by mutual agreement at any time during the existence of this Collective Agreement in the form of a Letter of Understanding (LOU) which will be appended to this Collective Agreement.

ARTICLE 33 – RETROACTIVE PAY AND DATE OF RATIFICATION ADJUSTEMENTS

33.01 All employees employed on the date of ratification will have retroactive pay for all hours worked from January 1, 2024, to the date of ratification.

33.02 Health Care Aides will have a one percent (1%) market adjustment effective on the date of ratification.

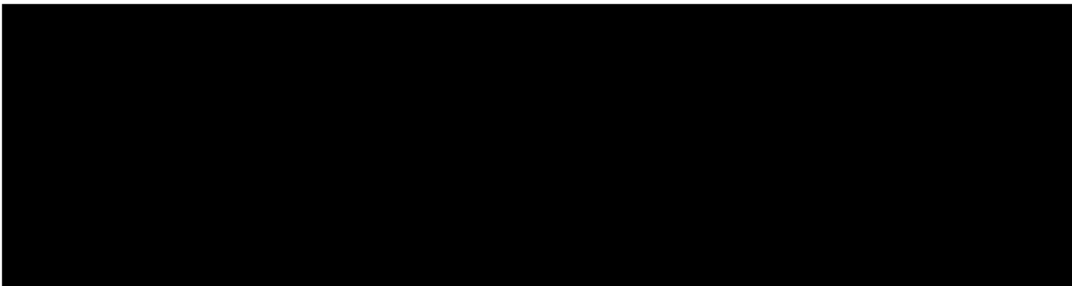
33.03 Receptionists will have a six percent (6%) market adjustment effective on the date of ratification.

The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in negotiations.

Signed this 6 day of December, 2024.

For the Union

For the Employer



SCHEDULE A – WAGE GRID

General wage increase (all employees)	January 1, 2024 (Retroactive Payment)	2%
Market Adjustment on Date of Ratification	HCA's	1%
Market Adjustment on Date of Ratification	Receptionist	6%
General wage increase (all employees)	Date of Ratification	1%
General wage increase (all employees)	January 1, 2025	2%
General wage increase (all employees)	January 1, 2026	2%

Classification	Steps	Current	Jan. 1, 2024	Market Adjust. On DOR	DOR	Jan. 1, 2025	Jan. 1, 2026
			2.0%		1.0%	2.0%	2.0%
Dietary Aide Housekeeping Aide Laundry Aide Dishwasher	Start	\$16.96	\$17.30		\$17.47	\$17.82	\$18.18
	Step 1 (450 Hours)	\$17.48	\$17.83		\$18.01	\$18.37	\$18.74
	Step 2 (1950 Hours)	\$18.02	\$18.38		\$18.56	\$18.94	\$19.31
	Step 3 (3900 Hours)	\$18.77	\$19.15		\$19.34	\$19.72	\$20.12
Activity Aide Bus Driver Env. Services Assist. Concierge Cook	Start	\$20.12	\$20.52		\$20.73	\$21.14	\$21.57
	Step 1 (450 Hours)	\$20.74	\$21.15		\$21.37	\$21.79	\$22.23
	Step 2 (1950 Hours)	\$21.39	\$21.82		\$22.04	\$22.48	\$22.93
	Step 3 (3900 Hours)	\$22.28	\$22.73		\$22.95	\$23.41	\$23.88
				DOR 6%			
Receptionist	Start	\$16.77	\$17.11	\$18.13	\$18.31	\$18.68	\$19.05
	Step 1 (450 Hours)	\$17.29	\$17.64	\$18.69	\$18.88	\$19.26	\$19.64
	Step 2 (1950 Hours)	\$17.82	\$18.18	\$19.27	\$19.46	\$19.85	\$20.25
	Step 3 (3900 Hours)	\$18.56	\$18.93	\$20.07	\$20.27	\$20.67	\$21.09
				DOR 1%			
Health Care Aide	Start	\$23.24	\$23.70	\$23.94	\$24.18	\$24.66	\$25.16
	Step 1 (450 Hours)	\$23.96	\$24.44	\$24.68	\$24.93	\$25.43	\$25.94
	Step 2 (1950 Hours)	\$24.70	\$25.19	\$25.45	\$25.70	\$26.21	\$26.74
	Step 3 (3900 Hours)	\$25.73	\$26.24	\$26.51	\$26.77	\$27.31	\$27.85
Recreation Therapist	Start	\$23.24	\$23.70		\$23.94	\$24.42	\$24.91
	Step 1 (450 Hours)	\$23.96	\$24.44		\$24.68	\$25.18	\$25.68
	Step 2 (1950 Hours)	\$24.70	\$25.19		\$25.45	\$25.95	\$26.47
	Step 3 (3900 Hours)	\$25.73	\$26.24		\$26.51	\$27.04	\$27.58
Licensed Practical Nurse	Start	\$32.34	\$32.99		\$33.32	\$33.98	\$34.66
	Step 1 (450 Hours)	\$33.34	\$34.01		\$34.35	\$35.03	\$35.73
	Step 2 (1950 Hours)	\$34.37	\$35.06		\$35.41	\$36.12	\$36.84
	Step 3 (3900 Hours)	\$35.81	\$36.53		\$36.89	\$37.63	\$38.38