



COLLECTIVE AGREEMENT

BETWEEN

**BETHANY CARE SOCIETY
(BETHANY CARE CENTRE – AIRDRIE)**

AND

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 048 CHAPTER 001
*GENERAL SUPPORT SERVICES***

JULY 1, 2009 - JUNE 30, 2011

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Preamble/Statement of Purpose

This Collective Agreement made this 26th day of January, 2010.

BETWEEN:

BETHANY CARE SOCIETY - (BETHANY - Airdrie)
(hereinafter called "the Employer")

OF THE FIRST PART

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES
on behalf of Local 048/001
(On behalf of all employees employed at Bethany - Airdrie in General Support Services)
(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS the Bethany Care Society is an "Employer" pursuant to the Act, as amended.

The Parties acknowledge that the primary purpose of the Employer is to provide quality resident care through its Employees. Employees and the Employer provide services to support the resident in all of their daily living needs. We recognize that the Airdrie Centre is the residents' home and that as far as is possible all interactions with residents and between Employees should be conducted in a manner that fosters this environment. This purpose can be achieved most readily by fostering and maintaining harmonious relationships between the Employer, Employees and the Union.

The Employer will promote initiatives that foster excellence, learning, personal responsibility, and growth for Employees.

The purpose of the Collective Agreement is to establish rates of pay and other terms and conditions of employment.

The Parties recognize and understand the importance of Employees having an understanding of the Collective Agreement. To that end the Union will endeavour to be accessible to Employees to assist them in gaining a better understanding on specific issues and broad issues and interpretations.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH that the Parties hereto in consideration of the covenants herein contained do agree with each other as follows:

ARTICLE 1

Term of Agreement

- 1.01 Except where otherwise stated in this document, this document shall be in force and effect from July 1, 2009 up to and including June 30, 2011 and from year to year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration of its desire to amend this document.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until the requirements of the Alberta Labour Relations Code have been fulfilled.

ARTICLE 2

Definitions

- 2.01 In this Collective Agreement:
- “Administrator” means the senior person responsible for the operations of the Centre reporting to the Vice-President and Chief Executive Officer (CEO).
- “Basic Rate of Pay” means the hourly rate in the Salaries Appendix applicable to an Employee in accordance with the terms of the Collective Agreement, exclusive of all allowances, overtime and premium payments.
- “Board” means the Alberta Labour Relations Board.
- “Chapter” means Local 048, Chapter 001 of the Alberta Union of Provincial Employees.
- “Classification” means a group of positions having sufficient common characteristics that they are assigned a common title and compensation treatment. Current classifications in this Bargaining Unit at the date of signing of this Collective Agreement are listed in the Salary Appendix to this Collective Agreement.
- “Code” means the Labour Relations Code as amended from time to time.
- “Employee” means a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:

- (a) "Regular Employee" is one who works on a Full-time or Part-time basis on regularly scheduled shifts of a continuing nature:
 - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the Article 11 - Hours of Work of this Collective Agreement.
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours specified in the Article 11 - Hours of Work of this Collective Agreement.
- (b) "Casual Employee" is one who:
 - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.
- (c) "Temporary Employee" is one who is hired in a temporary basis for a Full-time or Part-time position:
 - (i) for a specific job of more than three (3) months but less than twelve (12) months; or
 - (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Full-time or Part-time Employee who is on a leave due to illness or injury where the Employee has indicated that the duration of such illness will be in excess of three (3) months.

"Employer" means the Bethany Care Society - Airdrie Centre.

"Gross earnings" means all monies earned by the Employee under the terms of the Collective Agreement.

"Local" means Local 048 of The Alberta Union of Provincial Employees.

“Member” means an Employee of the Bethany Care Society Airdrie Centre, who is included in this Collective Agreement and who is a member of the Local.

“Position” means a group of duties established by the Employer and assigned to an Employee. A position may be established by the Employer as Regular or Temporary, and as Part-time or Full-time, in a manner consistent with the Collective Agreement.

“Shift” means a daily tour of duty excluding overtime hours.

“Shift Cycle” means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term “Shift Cycle” shall be understood to mean a period of time not exceeding twelve (12) weeks.

"Status" for employment, shall mean "Regular Employee", "Casual Employee", or "Temporary Employee."

“Union” means the Alberta Union of Provincial Employees.

Throughout this Collective Agreement, a word used in feminine gender applies also in masculine gender and vice versa, and a word used in singular applies to the plural, unless the context otherwise requires.

For the purposes of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the calendar day on which the majority of hours of the shift occur.

ARTICLE 3

Application

- 3.01 The Collective Agreement shall apply to all Employees of the Bargaining Unit.
- 3.02 Employees shall be compensated for work performed in accordance with the schedule of Basic Rates of Pay as set out in the Salaries Appendix, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 3.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.

3.04 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the Parties.

3.05 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.

ARTICLE 4

Employer Rights and Responsibilities

4.01 The Employer reserves all rights not otherwise abrogated or restricted in the Collective Agreement.

4.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

- (a) maintain order, discipline, and efficiency and to make, alter and enforce, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
- (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (c) hire, promote, transfer, layoff and recall Employees;
- (d) demote, discipline, suspend or discharge for just cause.

4.03 The Employer shall exercise its rights in a manner which is fair and consistent with the terms of this Collective Agreement.

ARTICLE 5

Union Rights and Responsibilities

5.01 Bethany Care Centre - Airdrie recognizes that when duly certified as the Bargaining Agent for the Employees described in the certificate issued by the Alberta Labour Relations Board, the AUPE has the exclusive authority to bargain collectively on behalf of the Employees in the certified Bargaining Unit and to bind them by a Collective Agreement.

- 5.02 Alberta Union of Provincial Employees Representatives shall notify in advance the Administrator of Bethany Care Centre - Airdrie or Designate before conducting any business in the Centre and shall not interfere with the work being conducted in the Centre.
- 5.03 Upon request, Employees may be given the opportunity to meet and discuss AUPE/Chapter matters in a room provided by Bethany Care Centre Airdrie on Bethany Care Centre - Airdrie premises, when available. The AUPE/Chapter shall arrange for a mutually satisfactory date with the Administrator or Designate one (1) week before the meeting or such shorter period as is mutually agreed between the Parties.
- 5.04 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this document.
- 5.05 A Representative of the AUPE shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.
- 5.06 The Union shall exercise its rights in a manner, which is fair and consistent with the terms of this Collective Agreement.

ARTICLE 6

Union Stewards

- 6.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent him in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave his job for this purpose, he will request time off from his immediate supervisor and provide him with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave his job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the Supervisor or authorized alternate, which approval shall not be unreasonably withheld.
- 6.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- 6.03 A list of Union Stewards shall be supplied by the Union to the Administrator. The Employer shall be advised in writing of any change to this list. The list will be updated by the Union annually.

- 6.04 The Chapter and its Members shall have the right at any time to the assistance of Union Staff Representatives when dealing with the Employer and when processing a grievance
- 6.05 Time off from work without loss of regular earnings shall be provided on the following basis:
- (a) The Grievor and/or one (1) local appointee for time spent in discussing grievances with Representatives of the Employer as outlined in the grievance procedure.
 - (b) Union officers and Designated Representatives to attend pre-arranged meetings with Representatives of the Employer.
- 6.06 Both the Grievor and the Union Steward will obtain approval from their immediate Supervisor prior to leaving their work station.

ARTICLE 7

Union Dues Deduction and Union Membership

- 7.01 Employees shall be permitted to wear a lapel size pin representative of the AUPE during all hours of employment.
- 7.02 Membership in the AUPE is voluntary.
- 7.03 Consistent with the payroll system of the Employer, the Union will advise the Employer of the bi-weekly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a listing of the names of all Employees in the bargaining unit, their classification, status (active, terminated or leave of absence), address, gross earnings and the amount of the deduction.
- 7.04 The dues structure of the AUPE shall be on a percentage basis and the AUPE shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following the expiry notice period.
- 7.05 With mutual agreement the Parties may change the administrative method of dues deduction to make use of technology, automated payroll systems or direct deposit systems.

ARTICLE 8

No Discrimination or Harassment

8.01 Bethany Care Centre - Airdrie, the Alberta Union of Provincial Employees and Employees agree that there shall be no discrimination, restriction, coercion, harassment or practice affecting any employee because of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical or mental disability, nor because of membership or non-membership or activity in the AUPE, nor because of an Employee exercising any right outlined in this agreement or any law of Canada or Alberta.

The foregoing does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

The Parties agree that it is the responsibility of the Employer, the Union, and the Employees to adhere to the Harassment Policy of the Employer.

ARTICLE 9

Probationary Period

9.01 New Employees will be given a sufficient orientation to equip them for their work. During this period, the Supervisor will ensure that the new Employee is provided with appropriate support to properly orient them to the position.

9.02 An Employee shall serve a probationary period of five hundred and three point seventy-five (503.75) hours worked. The probationary period may be extended for a period up to an additional five hundred and three point seventy-five (503.75) hours worked. During the probationary period the Employee may be terminated for any reason without notice or pay in lieu of notice.

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.

9.03 Subject to the Employee Development Article of the Collective Agreement, during the probationary period Bethany Care Centre – Airdrie shall provide a performance appraisal of each Probationary Employee at least once to review her performance to date, including any areas that required improvement. If the Probationary Employee thinks her appraisal is unfair she may request and shall be granted a further meeting with her Manager. It is understood that such performance reviews are not grievable.

- 9.04 During the probationary period an Employee shall not receive any benefits, vacation, sick leave, leave of absence or any other benefits except for those allowed under the Alberta Employment Standards Code or as outlined below.
- 9.05 Subject to Article 9.06, an Employee who has completed six (6) calendar months employment but who has not completed her probationary period shall be credited with appropriate sick leave from date of hire and be eligible to receive such sick leave after the aforementioned six (6) calendar months.
- 9.06 For Employees who complete probation in less than six (6) calendar months, upon completion of the probationary period each new Employee shall be credited from the date of hire with the appropriate vacation credits, sick credits and seniority
- 9.07 For Employees who complete probation in more than six (6) calendar months, upon completion of the probationary period each new Employee shall be credited from the date of hire with the appropriate vacation credits and seniority.

ARTICLE 10

Seniority

- 10.01 (a) An Employee's Seniority Date shall be the date on which a Regular or Temporary Employee's continuous service in Centre's employ commenced within the Bargaining Unit, including all prior periods of service as Casual, Temporary or Regular Employee contiguous to present Regular or Temporary employment.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 10.01(a).
- (c) A Regular Employee who applies for and is successful at being appointed to a position within the same care center but in another AUPE bargaining unit or at another Bethany Care Society care center in another AUPE bargaining unit shall have their years of service with Bethany Care Society recognized for the purposes of benefits and entitlements. However, the Employee's seniority date for the purposes of layoff, recall and job postings will change to the date of hire into the new position in the new bargaining unit.

- 10.02 Seniority shall be considered in determining:
- (a) preference of vacation time in the Vacation Article;
 - (b) layoffs and recalls, subject to the provisions specified in the Layoff and Recall Article;
 - (c) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Recruitment and Selection Article.
- 10.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
 - (b) upon the expiry of twelve (12) months following the date of layoff, if during which time the Employee has not been recalled to work;
 - (c) if an Employee does not return to work on recall, as provided in the Layoff and Recall Article;
- 10.04 Within three (3) months of the signing date of this Collective Agreement the Employer will post on the Bulletin Board provided pursuant to the provisions of the Bulletin Board Article, a seniority list containing the name and seniority date of each Regular and Temporary Employee in chronological order. The seniority list will be updated by the Employer not less frequently than every six (6) months thereafter. Copies of said seniority lists will be provided to the President of the Union following posting. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct.
- 10.05 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.
- 10.06 When an Employee who has occupied a position in the Bargaining Unit has been transferred or promoted to a position outside the Bargaining Unit and now wishes to re-enter the Bargaining Unit by occupying another position in the Bargaining Unit, and whereas there has been no break in service with the Employer during this period, the Employee's seniority date shall be adjusted so as to give credit only for the seniority time held within the Bargaining Unit. The period of time worked outside the Bargaining Unit will not be counted towards such seniority.

ARTICLE 11

Hours of Work

11.01 Continuous Operation

It is understood and agreed that the work shall provide for continuous operation Monday through Sunday.

11.02 (a) Full-time Employees

The regular hours of work for Full-time Employees shall be seventy-seven and one-half (77 1/2) hours over a period of fourteen (14) calendar days and the normal daily hours of work shall be seven and three-quarter (7 3/4) hours, exclusive of meal periods, unless the position necessitates an alteration which shall be subject to mutual agreement between the Employer and the Union. Unpaid meal periods shall be thirty (30) minutes.

(b) Part-time Employees

The regular hours of work for Part-time and Relief Employees shall be up to seventy-seven and one-half (77 1/2) hours over a period of fourteen (14) calendar days and the daily hours of work shall be seven and three-quarter (7 3/4) hours, exclusive of meal periods. Unpaid meal periods shall be thirty (30) minutes.

(c) Casual Employees

Casual Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be one wherein the majority of hours worked fall between twenty-four hundred hours (2400) and zero eight hundred hours (0800).

11.03 Rest Periods

All Employees shall be permitted one (1) fifteen (15) minute rest period during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. The fifteen (15) minutes shall commence when an Employee leaves her place of work and the Employee shall be back at her place of work when the fifteen (15) minutes expire.

When mutually agreed between the Employer and the Employee break times may be combined.

- 11.04 (a) (i) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be advised in advance and be paid for that meal period at her Basic Rate of Pay, unless she has been permitted to take compensating time off for the full meal period at a later time in the shift.
- (ii) Recognizing that the rest periods are included in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her rest period, she shall be advised in advance and be paid for that rest period at two times (2) her Basic Rate of Pay, unless she has been permitted to take compensating time off for the full rest period at a later time in the shift.
- (b) If an Employee is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or where that is not possible, be paid for the meal period or rest period as follows:
- (i) for a rest period, at two 2(x) her Basic Rate of Pay.
- (ii) for a meal period, at two times (2X) her Basic Rate of Pay,
- unless standby pay has been paid pursuant to 11.04(a) (i) or (ii), then she shall be paid as follows: Rest period-no additional pay and Meal period-an additional one times (1x) her Basic Rate of Pay.
- (c) The Employee shall receive shift premium and weekend premium for the meal period if on standby or recalled to duty when applicable.

11.05 Shift Schedules

- (a) Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules shall provide for:
- (i) at least eight (8) hours off duty between shifts;
- (ii) not more than six (6) consecutive scheduled days of work;
- (iii) two (2) consecutive days of rest;

- (iv) no split shifts;
 - (v) no shift shall be less than three (3) hours.
- (b) Except by mutual agreement between the Employer and the Union, an Employee shall receive at least two (2) weekends off in four (4) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purposes of this Article.

11.06 Posting of Shift Schedules

- (a) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When the Employer initiates a change in the Employee's schedule with less than fourteen (14) calendar days notice, the Employee shall be paid at two times (2X) for all hours worked on the first (1st) shift of the changed schedule.
- (b) Employee requests for shift changes must be made in writing at least fourteen (14) calendar days in advance, except in extenuating circumstances. If the change results in less than fourteen (14) calendar days notice, the Employees affected will be paid their regular rate of pay for all hours worked.

11.07 The Employer will provide the Union with an authorized copy of all work schedules upon request.

11.08 Reporting Pay

- (a) Any Regular Full-time Employee who reports for work as requested or scheduled and is sent home for any reason other than disciplinary shall be paid for the full length of the shift or three (3) hours, whichever is the greater, at the Employee's regular rate of pay.
- (b) Any Part-time or Casual Employee who reports for work as requested or scheduled and is sent home for any reason other than disciplinary shall be paid a minimum of three (3) hours at the Employee's regular rate of pay.

11.09 Additional Casual Shifts

Additional hours of work shall be distributed amongst all Part-time and Casual Employees as equitably as possible.

11.10 Daylight Savings Time

On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional one (1) hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

- 11.11 (a) Except for Clauses 11.05 (a) (i) (iii) and 11.05 (b), this Article shall apply to Casual Employees.
- (b) Unless prescheduled, Clause 11.06 (a) shall not apply to Casual Employees.

ARTICLE 12

Overtime

12.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three quarter (7 3/4) hours per day, and/or on the scheduled days of rest for Full-time Employees. The Employer shall provide overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

12.02 The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for all overtime hours worked.

12.03 If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.

ARTICLE 13

Recruitment & Selection

13.01 Bethany Care Centre - Airdrie shall post within the Centre notices of vacant positions within the Bargaining Unit not less than ten (10) calendar days in advance of making an appointment. The posting shall contain the following information:

- (a) qualifications required;
- (b) employment status.

For information purposes only, a notice of vacancy shall specify the number of hours per shift, shifts per shift cycle and the current shift pattern for the position.

During the employment interview the Employer shall advise the applicant of the wage range for the position.

- 13.02 Applications for vacancies, transfers or promotions, shall be made in writing on such forms as provided by Bethany Care Centre - Airdrie and submitted to the designated individual or location set by Bethany Care Centre - Airdrie.
- 13.03 The Employer may fill posted vacancies on a casual basis only, until a permanent candidate is selected.
- 13.04 When making promotions and transfers and filling vacancies within the Bargaining Unit, the determining factors shall be the most requisite job related skills, training, knowledge, acceptable performance and other relevant attributes.
- 13.05 Applicants for a posted transfer, promotion or vacancy, shall be informed in writing of their acceptance within ten (10) calendar days of the date of the appointment. The name of the Employee who is appointed to fill the transfer, promotion or vacancy shall be posted on the job posting bulletin board and shall remain posted for ten (10) calendar days.
- 13.06
 - (a) Transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of three hundred forty eight point seven five (348.75) regular hours worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period.
 - (b) If the Employer finds the Employee to be unsatisfactory during the trial period, the Employer shall endeavor to reinstate the Employee in her former position without loss of seniority, or, if such reinstatement is not possible, place the Employee in another suitable position without loss of seniority, and at the rate of pay equivalent to that of her former position.

(c) If during the trial period, the Employee finds her new position to be unsatisfactory, she may request in writing to be returned to her former position. At the sole discretion of the Employer, if the Employee's former position is still vacant, the Employer shall reinstate the Employee in her former position without loss of seniority. If such reinstatement is not possible (i.e. the former position is no longer vacant), the Employer shall endeavour to place the Employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of her former position.

13.07 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the Bargaining Unit is effected to provide a period of Rehabilitative Work Experience and/or fulfill the Duty to Accommodate.

13.08 A Regular Employee who applies for and is successful on a temporary posting shall maintain her status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary posting shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to her former position. At the completion of her temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

13.09 (a) When an Employee is appointed to a position in a classification with a higher end rate than her present classification, she shall be advanced to the next pay step that provides her with an increase in her Basic Rate of Pay.

(b) When an Employee has applied for and has been accepted for a position in a classification with an end rate that is less than her present classification, she shall be assigned to the pay step in the lower pay range that causes the least amount of reduction in her present Basic Rate of Pay.

ARTICLE 14

Employee-Management Advisory Committee

14.01 There shall be an Employee Management Advisory Committee (EMAC). The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care and other matters related to employment, not covered within the Collective Agreement.

- 14.02 The Local Chapter Representative of the Union shall provide the names of up to two (2) elected Employees and the Employer shall provide the names of up to two (2) representatives to sit on the EMAC.

ARTICLE 15

Occupational Health, Safety and Environment Committee

- 15.01 It is the policy of Bethany Care Centre - Airdrie that there should be an operational Occupational Health, Safety and Environment Committee in the care centre. Bethany Care Centre - Airdrie, the Union and Employees are committed to supporting and promoting a healthy and safe working and living environment in the Centre for Employees and residents.
- 15.02 This Committee shall be composed as outlined in policy and will include representatives of Management and representatives of various Employee groups including representatives of this Bargaining Unit. This Committee shall meet in accordance with its terms of reference. Should there be an issue requiring immediate attention of the Committee, the Chairperson or Vice-Chairperson shall call a special meeting of the Committee. An Employee shall suffer no loss of pay for attendance at these Committee Meetings.
- 15.03 The Health, Safety and Environment Committee shall consider such matters as occupational health and safety and may make recommendations to the Administrator in that regard. The Committee will function as may be mutually agreed and in accordance with the regulations published pursuant to the Occupational Health and Safety Act.
- 15.04 Should the recommendations not be implemented or adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the AUPE may direct that the item be referred to the Administrator forthwith.
- 15.05 Where an Employee requires specific immunization and titre, as a result of or related to the Employer's work, it shall be provided at no cost to the Employee.

ARTICLE 16

Sick Leave

- 16.01 We recognize that by accepting the terms and conditions of employment, an Employee is committing to meet the expectation of regular attendance at work. However, it is understood that there are times when due to illness or injury, an Employee may not be able to come to work.

- 16.02 (a) Sick leave is provided by the Employer as a form of insurance for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the Workers' Compensation Act or for quarantine by a Medical Officer of Health.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.
- 16.03 After an Employee has completed her probationary period or six (6) calendar months employment she shall be allowed a credit for sick leave from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days/nine hundred thirty (930) working hours provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of her probationary period or six (6) calendar months employment. Part-time Employees shall earn sick leave credits on a prorated basis to a maximum of one hundred and twenty (120) working days/nine hundred thirty (930) working hours. Sick Leave shall not accrue during the periods of the following absences which exceed thirty (30) calendar days.
- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of weekly indemnity as provided for by the Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan;
- (f) periods while in receipt of compensation from the Workers' Compensation Board;
- 16.04 (a) Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.
- (b) Any Employee absenting herself on account of personal illness must notify the Employer on the first (1st) day of illness before the time she would normally report for duty.
- (c) Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.

- 16.05 Subject to Article 16.01, 16.02, 16.03 and 16.04 above, an Employee granted sick leave shall be paid, at her Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of her accumulated credits at the time the sick leave commenced.
- 16.06 Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.
- 16.07 When an Employee has accrued the maximum sick leave credit she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 16.08 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.
- 16.09 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming her duties at the conclusion of the vacation period and she has substantiated her claim for sick leave, income continuance thereafter will be in accordance with Article 16.05. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Article 16.05. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.
- (b) In the event an illness or injury preventing an Employee from performing her usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of her claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article 16.05 until the Employee has recovered sufficiently to permit the resumption of her usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

- 16.10 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of her accrued sick leave credits.
- 16.11 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
- (a) days on which the Employee is on vacation;
 - (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
 - (c) days on which the Employee is absent from work while attending official negotiating sessions with the Employer.
- 16.12 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in the Leave of Absence Article, for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with fourteen (14) days or such shorter period as may be mutually agreed, written notice of readiness to return to work and:
- (a) if the Employee is capable of performing the duties of her former position she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same increment in the salary schedule and other benefits that accrued to her prior to her disability. However, if an Employee's absence exceeds 18 months, the Employer may place her in a similar position in the same classification, FTE, increment in the salary schedule and other benefits that accrued to her prior to her disability.
 - (b) if the Employee is incapable of performing the duties of her former position, but is capable of performing the duties of a position within the Bargaining Unit, a reasonable effort shall be made by the Employer to place her in an available position for which she has the skill, training, knowledge and capability to perform. The Employer shall not unreasonably deny placement. In such case AUPE agrees to waive the posting provisions of the Collective Agreement.
- 16.13 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions.

16.14 An Employee whose status has changed due to layoff from Regular Employee to a Casual Employee, with the same Employer, shall have her sick leave credits suspended, and should she return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

ARTICLE 17

Leave of Absence

17.01 General Conditions

- (a) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing and personally delivered to the proper officer of the Employer six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to Bethany Care Centre - Airdrie, the granting of leaves of absence is subject to the approval of the Employer. Except in exceptionable circumstances the Employer will reply in writing to a request for leave of absence within seven (7) days of receipt of the request.
- (b) Except as provided in Article 17.01(c), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory benefit plans, provided that the Employee makes prior arrangements to pay full premium costs. In the event of failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment and other requirements of the underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer shall automatically forfeit her position with the Employer; except in cases of extenuating circumstances that are acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.

- (f) Employees granted leave of absence for more than thirty (30) calendar days may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (g) When an Employee is on leave of absence without pay and is receiving WCB, STD or LTD benefits, she may continue participation in the Alberta Health Care Insurance Plan for the period of her employment pursuant to the Sick Leave or WCB Article whichever is applicable from the last day of paid sick leave, by paying the full premium costs to the Employer.

17.02

Time Off For Union Business

- (a) The Employer may grant leave of absence without pay to Employees to attend Union conventions, seminars, education classes or to perform the duties of any office of the Union. Request for leave shall be submitted in writing to the Employer with as much advance notice as possible, preferably four (4) weeks in advance, and approval will be subject to the efficient operation of the site. Requests for leave will not be unreasonably denied.
- (b) Where permission has been granted by the Employer for an Employee, who is a locally elected representative of the Union, to leave her employment temporarily in order to represent another Employee at an investigative meeting or grievance proceeding with the Employer, they shall suffer no loss of pay for the time so spent.
- (c) One (1) Employee who is elected for a Full-time position with the Union shall be granted leave of absence without pay and shall continue to accrue seniority for a maximum period of two (2) years. Such leave of absence shall be renewable for a further term upon written request. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (d) To facilitate the administration of union leave as provided within the Collective Agreement, where union leave has been granted, the Employer will continue the salary of the Employee during such leave. In turn, the Employer shall invoice the Union for the actual salary paid to the Employee or for replacement salary costs, whichever is greater, plus an amount determined by the Employer to cover the costs of benefits and administration.

17.03 Negotiations

Representatives of the Union shall be granted time off without pay and without loss of seniority, subject to Clause 17.02 above, in order to participate in negotiations between this Bargaining Unit and the Employer.

17.04 (A) Maternity Leave

- (a) An Employee who has completed six (6) months continuous employment shall, upon her written request, providing at least fourteen (14) calendar days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the expected date of delivery, provided that she commences maternity leave no later than the date of delivery. If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith. Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed fifty-two (52) weeks unless mutually agreed otherwise between the Employer and the Employee.
- (b) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part or all the period of the extension.

(B) Paternity Leave

A father-to-be who has completed six (6) months continuous employment shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such longer period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed thirty-seven (37) weeks.

- (i) Subject to section (ii) an Employee on maternity leave or paternity leave shall provide the Employer with at least fourteen (14) calendar days notice of readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same rate in the pay scale and other benefits that accrue to her up to the date she commenced leave.
- (ii) In the event that during the period of an Employee's maternity leave or paternity leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity leave or paternity leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the working force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with the Layoff and Recall Article.

17.05

Adoption Leave

- (a) An Employee who has completed six (6) months continuous employment shall upon written request, giving Fourteen (14) calendar days notice before the Employee can reasonably expect to first obtain custody of the child being adopted, be granted leave without pay for up to thirty-seven (37) weeks as necessary for the purpose of adopting a child.
- (b) Where the Employee is unable to comply with (a) the Employee may commence adoption leave upon one days notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) (i) Subject to section (ii) an Employee granted adoption leave shall provide the Employer with fourteen (14) calendar days notice of readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same rate in the pay scale and other benefits that accrue to her up to the date she commenced leave.

- (ii) In the event that during the period of an Employee's adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of the undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with the Layoff and Recall Article.

17.06 Special Leave

If an Employee is unable to report to work as the result of illness in the immediate family requiring the Employee's personal attention, she shall inform the Employer of such with as much advance notice as possible and she shall use either a vacation day, a day in lieu of a Named Holiday, banked overtime or an unpaid leave of absence for the hours not worked. Such absence from work shall not exceed five (5) working days per year. The Employee may be required to submit satisfactory proof of illness of the immediate family member.

Effective date of ratification:

- 17.06 (a) Each calendar year, each Regular Employee shall be entitled to four (4) special leave days without loss of pay, for purposes of illness in the immediate family requiring the Employee's personal attention.
- (b) Immediate family is defined as the spouse (including common-law and same-sex partner), child, parent, and grandparent. The Employee shall inform the Employer of such with as much advance notice as possible. The Employer may be required to submit satisfactory proof.

17.07 Educational Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Article 17.01, shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.

- (b) During an Employee's educational leave, she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

17.08 Bereavement

Upon request and approval by the Supervisor, bereavement leave of up to five (5) consecutive calendar days from the date of the death with no loss of pay shall be granted to Employees in the event of the death of an immediate family member. In consultation with the Manager, additional time away may be granted as paid time, if the Employee has available vacation time, pay in lieu of named holidays, banked overtime or as unpaid leave.

17.09 Immediate family is defined as:

- (a) spouse (including common law spouse and person considered in same gender spousal relationships); or
- (b) father or mother, including stepfather or stepmother, of Employee or spouse, or any person who legally filled the role of parent during the Employee's or spouse's childhood; or
- (c) sister or brother, including stepsister or stepbrother, of either the Employee or spouse; or
- (d) children or legally adopted children of Employee or spouse or both children who have been under legal guardianship of the Employee or spouse or both; or
- (e) mother in law, father in law, brother in law, sister in law, son in law, daughter in law, grandparents, grandchild, guardian or fiancé.

17.10 Upon request and approval of the Supervisor, and in event of the death of other relatives or close family and friends, an Employee may be granted up to one working day off with pay to attend the funeral.

17.11 Other Paid Time Away from Work

Employees serving on jury or subpoenaed as witnesses to a court of law, will be paid their current rate of pay during the time of service, providing that the day or days spent on jury duty or as a witness would have been days the Employee would normally have been scheduled to work. The per diem allowance paid by the courts is to be turned into Bethany Care Centre Airdrie.

17.12 Requests must be made in writing and submitted as much in advance as possible.

17.13 Compassionate Care Leave

- (a) An Employee who has worked six hundred hours (600) with the Employer, shall upon written request, giving fourteen (14) calendar days notice, be granted leave without pay for up to an maximum of twenty-six (26) weeks in accordance with the Employment Insurance Act for the purpose of providing care to a gravely ill or dying family member. Family member includes those for whom the Employee would be eligible for the Compassionate Care benefit under Employment Insurance Legislation.
- (b) In order to receive Compassionate Care Leave, the Employee shall provide a Medical Certificate from the family member's physician indicating the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

ARTICLE 18

Grievance/Problem Resolution Process

18.01 The problem resolution process is a grievance and arbitration process that is designed to provide a formal mechanism for the resolution of disagreements that arise between Bethany Care Centre - Airdrie, Employees and the AUPE. This mechanism is intended to maintain and improve working relationships between the Parties.

18.02 The process is designed to allow for a timely and thorough investigation and resolution of grievances.

18.03 A "grievance" is defined as: any difference arising out of an interpretation, application, administration or alleged violation of this collective agreement, policy, or procedure or unfair treatment.

18.04 "Days" means calendar days, exclusive of Saturday, Sunday and Named Holidays.

18.05 An Employee has the right to request that a Representative from the Alberta Union of Provincial Employees be present to assist them at any stage of the process.

- 18.06 Grievances can be categorized as follows:
- (a) an individual grievance is a dispute affecting one (1) Employee. Such complaint shall be initiated at Step I of the Problem Resolution process except in the case of suspension or dismissal, which will commence at Step II, or;
 - (b) a group grievance is a dispute affecting two (2) or more Employees. Such complaint shall be initiated at Step II. A group complaint shall list all Employees affected by the complaint, and the results of the complaint shall apply, proportionately if applicable, to all Employees listed on the original complaint, 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 group complaint. If the complaint is a Union complaint, it shall initiate at Step II. If the complaint is an Employer complaint, it shall initiate with the President of the AUPE.
 - (d) All grievances shall be initiated at the appropriate Step of the process, in writing, when applicable, 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.
- 18.07 Should the Employee or the AUPE fail to comply with any time limit in the problem resolution process, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing, to extend the time limits.
- 18.08 Should Bethany Care Centre - Airdrie fail to comply with any of the time limits in the problem resolution process, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the Parties have mutually agreed, in writing, to extend the time limits.
- 18.09 During any and all problem resolution proceedings, the Employee shall continue to perform assigned duties, except in cases of suspension or dismissal.

18.10 Step I

Employees are expected to discuss and attempt to resolve problems with their Supervisor on an informal basis. If an Employee has a grievance, it is expected that the Employee will first discuss it with the Supervisor and attempt to resolve the problem at that step.

18.11 Step II

If a grievance is not resolved through discussions with the Supervisor, it shall be submitted in writing, to the Supervisor within ten (10) days of the response at Step I stating the Article(s) claimed to be violated, the nature of the grievance and the redress sought. The complaint must outline the nature of the issue, any relevant facts and possible solutions. The Employee and Supervisor will then attempt to resolve the issues. The Supervisor will make a written reply within ten (10) days of receipt of the grievance.

18.12 Step III

If the matter has not been resolved at Step II, the Employee (if they are in a department where their Supervisor is not the Department Head) may, within ten (10) days of receipt of the written reply from the Supervisor, present the grievance in writing to the Department Head. A meeting shall be held between the Parties within ten (10) days of the receipt of the Step III grievance and the Department Head shall reply in writing within ten (10) days of the meeting.

18.13 Step IV

If the matter has not been resolved at Step III or if the Employee works in a department where the Supervisor is not also the Department Head, the Employee may, within ten (10) days of receipt of the written reply from the Supervisor/Department Head, present the grievance in writing to the Administrator. A meeting shall be held between the Parties within ten (10) days of the receipt of the grievance and the Administrator shall reply in writing within ten (10) days of the meeting.

18.14 Third Party Mediation

By mutual agreement of the Alberta Union of Provincial Employees and the Administrator, the complaint may proceed to mediation. If the grievance proceeds to mediation, one jointly selected Mediator shall meet with the Parties in a timely manner and shall:

- (a) investigate the complaint;
 - (b) define the issue(s) in dispute, and make written recommendations to resolve the complaint.
- 18.15 The mediation process will be conducted with the purpose of attempting to resolve the dispute, and as such is privileged.
- 18.16 The fees and expenses of the mediator shall be shared equally between the AUPE and Bethany Care Centre - Airdrie.
- 18.17 Arbitration
- Either Party wishing to submit a complaint to arbitration shall within ten (10) days of the receipt of the decision at Step IV of the Problem Resolution Process, or within ten (10) days of the recommendations of the Mediator, notify the other Party in writing of its intention to do so and shall nominate an individual to serve as a Sole Arbitrator.
- 18.18 The Party receiving the notification shall respond in an effort to agree on the selection of a mutually acceptable Sole Arbitrator. Where agreement on a mutually acceptable Arbitrator cannot be reached within ten (10) days of the receipt of the notification the Parties shall request the Department of Human Resources to appoint an Arbitrator, or
- 18.19 At the request of either Party, a three person Arbitration Board, rather than a Sole Arbitrator shall be used. The Party requesting the use of an Arbitration board shall indicate to the other Party within ten (10) days of the grievance being advanced to arbitration, their nominee to the Arbitration board. The nominees shall then select an acceptable Chairman.
- 18.20 After selection, a Single Arbitrator or the Arbitration Board shall meet with the Parties and hear such evidence as the Parties may desire to present; assure a full and fair hearing, and shall render a decision, in writing to the Parties in a timely manner after the completion of the hearing.
- 18.21 The Single Arbitrator, or in the case of an Arbitration Board, the Chairman, shall have the authority to render a decision with the concurrence of either of the other members, and a decision shall be final and binding on the Parties.
- 18.22 The arbitration decision shall be governed by the terms of this Agreement and shall not alter, amend or change the terms of this Agreement.

18.23 Each of the Parties to this Agreement shall bear the expense of its appointee to an Arbitration Board. The fees and expenses of the Chairman or Single Arbitrator shall be borne equally by the two Parties.

18.24 Any of the time limits above may be extended if mutually agreed by the Parties.

ARTICLE 19

Employee Development & Performance Appraisals

19.01 Employees will meet with their Supervisor, in accordance with the policy of Bethany Care Centre – Airdrie, to discuss performance and learning plans. It is a joint responsibility of the Employee and the Supervisor to ensure that this occurs. Discussions of performance are vital to successful job performance. Employees are encouraged to initiate their own discussions regarding their performance.

19.02 (a) It is recognized that performance appraisals are different from discipline. The purpose of the meeting is to constructively review performance to date to assist in improved future performance. The review should include a discussion as well as written summary. Employees will be informed in advance of the discussion so they can prepare to discuss their experiences and performance and report on progress towards meeting the objectives in their learning plan since the last review. The Supervisor will provide a written assessment of the Employee's performance as well.

(b) The performance appraisal shall be given to the Employee by a Supervisor not included in the Bargaining Unit.

19.03 The Employee shall sign the document for the sole purpose of indicating that she is aware of the assessment and shall have the right to respond in writing within ten (10) days of the assessment. The Employee's response shall be placed in the Employee's Personnel File.

19.04 The Supervisor and the Employee will develop a learning plan for the next review period.

19.05 Both the Supervisor and the Employee shall keep a copy of the completed learning plan so that progress can be reviewed on a regular basis.

19.06 Personnel File

- (a) By appointment made at least one (1) working day in advance, an Employee may view her Personnel File once each year or when the Employee has filed a grievance. An Employee may be accompanied by an AUPE Representative when viewing her Personnel File. The Employee may be required to report to the Administrator's office to view the file.
- (b) An Employee shall be given a copy of 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.
- (c) When an Employee has filed a grievance the copying costs shall be waived when requesting copies of information specifically related to a grievance.

19.07 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

19.08 Learning Opportunities/In-service Programs

The Parties to 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 Employer but also with the individual.

19.09 The provision of learning opportunities for Employees will be determined based on the provision of safe, competent care and quality living experiences for our residents as well as the financial resources of the Centre and the business objectives of the Care Centre. The Supervisor and the Employee will select learning opportunities based upon the Employee's learning plan.

19.10 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.

19.11 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.

ARTICLE 20

Benefits - Full and Part Time Employees

20.01 The Employer shall provide the following group plans for which participation is compulsory for eligible Employees:

- (a) Supplementary Medical Benefits Plan,
- (b) Alberta Health Care Insurance Plan
- (c) Group benefits plans, inclusive of:
 - (i) Group Life Insurance (Basic);
 - (ii) Accidental Death and Dismemberment (Basic);
 - (iii) Short Term Disability (income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two thirds (66 2/3%) percent of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness).
 - (iv) Long Term Disability (income replacement during a qualifying disability equal to sixty-six and two thirds (66 2/3%) percent of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period).
 - (v) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty per cent (80%) of eligible Basic Services, fifty per cent (50%) of eligible Extensive Services, and fifty per cent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Dental Fee Guide or equivalent. A maximum annual reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1,500) per insured person.

Effective April 1, 2010, a maximum annual reimbursement of two thousand five hundred dollars (\$2500.00) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of two thousand five hundred dollars (\$2500.00) per insured person.

(d) EI SUB Plan

At the Employer's option a "EI SUB Plan" to supplement an eligible Employee's Unemployment Insurance to meet the Employer's obligation to provide disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which she has the medical substantiation required.

20.02 The Employer shall contribute seventy-five percent (75%) of the premium costs for benefits outlined in 20.01 (a), (b), and (c) (v) and fifty percent (50%) of the premium costs for benefits outlined in 20.01 (c) (i), (ii), (iii) and (iv) for Regular Employees (and their families where applicable). The Employer will implement coverage for new Employees when:

- (a) Full-time Employees who have completed five hundred three point seven five (503.75) hours worked;
- (b) Part-time Employees who have completed five hundred three point seven five (503.75) hours worked. Part-time Employees must be scheduled to work on average at least fifteen (15) hours per week to remain eligible.
- (c) Temporary Employees must be hired to work in a position for more than six (6) months.

20.03 The Employer will provide one copy of each of the plans to the Alberta Union of Provincial Employees.

ARTICLE 21

Pensions

21.01 Pension Plan

There shall be a pension plan for Employees with the following criteria:

- (a) Participation in the pension plan is voluntary for eligible Employees.

- (b) Eligibility criteria include:
 - (i) continuous employment for 24 months and
 - (ii) in each of the two previous calendar years earnings of at least thirty five percent (35%) of the Years Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan. Effective July 1, 2007, the article's Years Maximum Pensionable Earnings (YMPE) will be reduced to twenty-five percent (25%).
- (c) Participating Employees will contribute four percent (4%) of gross earnings each pay period to be matched by the Employer.

The plan will be administered in accordance with the policies of Bethany Care Centre Airdrie and in accordance with the provisions of the plan.

ARTICLE 22

Workers' Compensation

- 22.01 An Employee who is unable to work as a result of a disability incurred while on duty in the service of the Employer and who qualifies for benefits pursuant to the Workers' Compensation Act will receive benefits directly from the Workers' Compensation Board.
- 22.02 If the Employee incurs delays in receiving payment(s) from the Workers' Compensation Board, the Employer may advance or lend money, in the amount(s) due from the Workers' Compensation Board providing the necessary repayment or cheque transfer forms are signed by the Employee.
- 22.03 An Employee receiving compensation benefits under the Benefits Article shall be deemed on Workers' Compensation leave and shall:
 - (a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits;
 - (b) cease to earn sick leave and vacation credits subject to the Vacation and Sick Leave Articles;
 - (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

- 22.04 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of her former position shall provide the Employer with fourteen (14) days written notice of readiness to work. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability. However, if an Employee's absence exceeds 18 months, the Employer may place her in a similar position in the same classification, FTE, increment in the salary schedule and other benefits that accrued to her prior to her disability.
 - (b) incapable of performing the duties of her former position, but is capable of performing the duties of a position within the Bargaining Unit, a reasonable effort shall be made by the Employer to place her in an available position for which she has the skill, training, knowledge and capability to perform. The Employer shall not unreasonably deny placement. In such case, AUPE agrees to waive the posting provisions of the Collective Agreement.
 - (c) incapable of performing the duties of her former classification may make application for any benefits for which she is eligible under Sick Leave or Employee Benefits Plans.
- 22.05 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of the Collective Agreement.
- 22.06 At the time it is determined that an absence due to injury which is compensable pursuant to the Workers' Compensation Act, is expected, or will continue for a period in excess of six (6) months from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the Underwriter of the Long Term Disability Income Insurance.
- 22.07 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of her condition in a prompt and timely manner.

ARTICLE 23

Bulletin Board Space

- 23.01 Bethany Care Center - Airdrie shall provide a bulletin board to be placed in a reasonably accessible location upon which designated space shall be provided where the AUPE may be permitted to post notices of meetings and other such notices which are specifically relevant to the Bargaining Unit. It is not the intention of the AUPE to post anything objectionable to the Employer.

ARTICLE 24

Resignation and Termination

- 24.01 An Employee shall give the Employer at least fourteen (14) calendar days notice of termination of employment.

24.02 Vacation Pay on Termination

If employment is terminated the Employee shall receive vacation pay in lieu of unused vacation entitlement.

ARTICLE 25

Temporary Employees

- 25.01 A Temporary Employee shall be covered by the terms of this Collective Agreement with the exception of:

- (a) Article 19 - Employee Development & Performance Appraisals;
- (b) Article 13 - Recruitment and Selection, provided however, a Temporary Employee may make application for a regular position that occurs anytime during her term position, or another temporary position provided not greater than three (3) months remain in her current term position pursuant to the Recruitment and Selection Article, for a position which commences after the expiry of the term for which she was hired;
- (c) Article 20 - Employee Benefits Plan prior to the completion of six (6) months continuous service.
- (d) Article 35 - Layoff and Recall; and
- (e) Article 26 - Discipline & Dismissal;

which are superseded and replaced by the following.

- 25.02 (a) A Temporary Employee shall not have the right to grieve termination upon the expiry of her term appointment.
- (b) The Employer shall provide at least ten (10) calendar days written notice of termination of her term position.
- (c) A Regular Employee occupying a temporary position shall retain her seniority and shall not have the right to grieve placement pursuant to the Layoff and Recall Article when no longer required in that capacity.

ARTICLE 26

Discipline & Dismissal

26.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.

26.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's Personnel File. Copies of all notices of discipline or dismissal shall be forwarded to the Calgary Regional Office of the AUPE within five (5) days of issuance.

The Employee shall sign any written notice of discipline, for the sole purpose of indicating that she is aware of the disciplinary notice. Where circumstances permit, an Employee may be accompanied by a Representative of the AUPE during the disciplinary discussion.

(a) When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the Personnel File of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.

(b) An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her Personnel File be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.

26.03 An Employee absent for two (2) consecutive scheduled work days without notifying the Employer shall be considered to have abandoned her position.

26.04 Nothing in this Article prevents immediate suspension or dismissal of the Employee for just cause.

26.05 Discipline and dismissal shall be for just cause only.

ARTICLE 27

Paydays

27.01 Paydays shall be on a bi-weekly basis.

ARTICLE 28

Shift Differential and Weekend Premium

28.01 Shift Differential

A shift differential of one dollar seventy-five (\$1.75) per hour will be paid to an Employee for all hours worked between seventeen hundred (1700) hours to zero seven hundred (0700) hours.

Effective date of Ratification: A shift differential of two dollars twenty-five (\$2.25) per hour will be paid to an Employee for all hours worked between seventeen hundred (1700) hours to zero seven hundred (0700) hours.

Effective July 1, 2010: A shift differential of two dollars fifty (\$2.50) per hour will be paid to an Employee for all hours worked between seventeen hundred (1700) hours to zero seven hundred (0700) hours.

An Employee who is working the "Day Shift" shall not be entitled to Shift Differential unless required to work beyond her normal hours.

28.02 Weekend Premium

An Employee shall be paid, in addition to her Basic Rate of Pay and any shift differential to which she may be entitled, a weekend premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked between seventeen hundred (1700) hours Friday and zero seven hundred (0700) hours Monday.

Effective date of Ratification: An Employee shall be paid, in addition to her Basic Rate of Pay and any shift differential to which she may be entitled, a weekend premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked between seventeen hundred (1700) hours Friday and zero seven hundred (0700) hours Monday.

28.03 Shift differential and weekend premiums shall be paid on regular and overtime hours worked during the times specified in Articles 28.01 and 28.02 above.

ARTICLE 29

Annual Vacation

29.01 Definition

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the last day of March of the following calendar year.
- (c) Regular Full-time Employees will commence earning vacation entitlement upon the date of commencement of employment.

29.02 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate of earning entitlement shall be as follows:
 - (i) during the first (1st) and second (2nd) years of such employment an Employee earns a vacation at the rate of fifteen (15) working days;
 - (ii) during the third (3rd) to fourteenth (14th) years of employment, an Employee earns vacation at the rate of twenty (20) working days; and
 - (iii) during the fifteenth (15th) to twenty-fourth (24th) years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days; and
 - (iv) during the twenty-fifth (25th) and subsequent years of employment, an Employee earns a vacation at the rate of thirty (30) working days.

(b) Employee with less than a year of service

An Employee who has less than one (1) year of service prior to the first (1st) day of April in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve (12) months.

(c) Vacation Earning Portability

Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an agreement containing this provision, such Employees shall, after one (1) year of service, receive vacation entitlement as though her employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination.

29.03

(a) Notwithstanding Article 29.02, vacation pay shall not accrue during periods while:

- (i) on layoff; and
- (ii) on unpaid absence during which she is in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or Long Term Disability Income Insurance Plan; and
- (iii) in receipt of compensation from the Workers' Compensation Board; and
- (iv) on leave of absence in excess of thirty (30) calendar days for any reason.

(b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

29.04

Time of Vacation

- (a) As far as possible, Regular Full-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and authority of the Employer. The Employer shall post the vacation schedule planner not later than March 1st of each year. Where an Employee submits her vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. Vacation earned during one vacation year shall be taken during the next following vacation year, except where a written request to carry over a portion of vacation entitlement to the next vacation year has been approved by the Employer. A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (b) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.

29.05

(a) Vacation Entitlement Part-time Employees

Regular Part-time Employees shall be entitled to receive time off for vacation purposes based on the number of years of continuous employment as outlined below, and shall receive vacation pay in accordance with Article 29:

- (i) during the first (1st) to second (2nd) years of such employment an Employee accumulates vacation time of twenty-one (21) calendar days; or
- (ii) during the third (3rd) to fourteenth (14th) years of such employment an Employee accumulates vacation time of twenty-eight (28) calendar days;
- (iii) during the fifteenth (15th) to twenty-fourth (24th) years of such employment, an Employee accumulates vacation time of thirty-five (35) calendar days;
- (iv) during each of the twenty-fifth (25th) and subsequent years of employment an Employee accumulates vacation time of forty-two (42) calendar days.

(b) Time of Vacation

- (i) Vacation time entitlement accumulated in one vacation year shall be taken in the next following vacation year. As far as possible, Part-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner not later than March 1st of each year. Where an Employee submits her vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. Vacation leave will be deemed to have commenced on the first regularly scheduled work day absent on vacation leave, and continue on consecutive calendar days until return to duty. A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (ii) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.

(d) Vacation Earning Portability

Where a voluntarily terminated Part-time Employee commences employment within six (6) months of the date of termination of employment with another Employer signatory to an agreement containing this provision, such Employee shall, after one (1) year of service receive vacation pay as though her employment has been continuous. At the request of the Employee the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination.

29.06

Vacation Pay

Vacation pay to be paid to a Regular Part-time Employee shall be in accordance with the following formula: the hours worked, excluding overtime, during the preceding employment year multiplied by, the Basic Rate of Pay in effect on the date vacation leave commences, multiplied by the applicable rate of:

- (a) six percent (6%) during the first (1st) and second (2nd) employment years; or
- (b) eight percent (8%) during the third (3rd) to fourteenth (14th) employment years; or
- (c) ten percent (10%) during the fifteenth (15th) to twenty-fourth (24th) employment years; or
- (d) twelve percent (12%) during the twenty-fifth (25th) and subsequent employment years.

(Example: 500 hours x \$10.00 x .06 = \$300.00)

29.07 Annual Vacations

Casual Employees shall be entitled to, in addition to their Basic Rate of Pay, six percent (6%) of their Basic Rate of Pay in lieu of vacation, and shall be entitled to an additional two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-time Employee to reach the vacation entitlement of twenty (20) working days, and a further two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-time Employee to reach the vacation of twenty-five (25) working days and a further two percent (2%) of vacation pay on the completion of equivalent hours of work required by a Full-time Employee to reach the vacation of thirty (30) working days.

ARTICLE 30

Named Holidays

- 30.01 (a) Regular Full-time Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:

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

And any other day proclaimed to be a holiday by:

- (i) The Government of the Province of Alberta; or
- (ii) The Government of Canada.

Further, any day proclaimed by the Government of the municipality to be a civic holiday for general observance by the municipal community in which the Centre is located.

(b) In addition to the foregoing Named Holidays, Full-time Employees who are in Full-time employment with the Employer as of January 1, shall be granted an additional holiday as a "floater" holiday until an additional Named Holiday is proclaimed by either 30.01 (a) (i) or (ii) at which time the Floater Holiday will be replaced by the new Named Holiday and will be subject to the provisions of 30.01 (a). The floating holiday will be scheduled by mutual agreement between the Employer and Employee. If the holiday is not taken by the last day of December in any given year, it shall be paid out.

(c) Notwithstanding the forgoing, while:

(i) on layoff; or

(ii) in receipt of compensation from the Workers' Compensation Board; or

(iii) an unpaid absence during which she is in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan; or

(iv) on other leaves of absence in excess of thirty (30) calendar days for any reason.

an Employee shall not be entitled to:

(i) a day off with pay; or

(ii) payment in lieu thereof,

for the aforementioned Named Holidays.

30.02 Subject to Article 30.01 (c), to qualify for a Named Holiday with pay the Employee must:

(a) work her scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness, or other reasons acceptable to the Employer; and

(b) work on the holiday when scheduled or required to do so.

- 30.03 Except as modified by 30.03(c) below, an Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked at one point five times (1.5X) her Basic Rate of Pay plus:
- (a) an alternate day off at a mutually agreed time; or
 - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at her Basic Rate of Pay.
 - (c) **Effective date of ratification**, an Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's Basic Rate of Pay plus:
 - (i) an alternate day off at a mutually agreed time; or
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.
- 30.04 When a Named Holiday falls on a day that would:
- (a) otherwise be a Regular Employee's regular scheduled day off; or
 - (b) during an Employee's vacation;
- the Employee shall receive,
- (a) an alternate day off at a mutually agreed time; or
 - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at her Basic Rate of Pay.
- 30.05 The Employer shall schedule an Employee in such a manner to provide her with days off on at least three (3) of the actual Named Holidays as provided in article 30.01.
- 30.06 Unless an Employee requests otherwise, she shall be scheduled so as to be given either Christmas Day or New Year's Day off.

30.07 Named Holidays - Part Time & Casual Employees

- (a) Part Time and Casual Employees shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for all hours worked on the Named Holiday.

Effective date of ratification, Part Time and Casual Employees obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's Basic Rate of Pay.

- (b) Part Time and Casual Employees shall be paid in addition to their Basic Rate of Pay four point six percent (4.6%) of their Basic Rate of Pay in lieu of the aforementioned Named Holidays.

ARTICLE 31

Transportation

31.01 Regular Employees who normally travel from the Centre to their place of residence by means of public transportation following the completion of their shift, but are prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Centre to their place of residence.

31.02 A Regular Employee who is called back to the Centre shall be reimbursed for reasonable, necessary, and substantiated transportation expense, and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of forty-one cents (\$0.41) per kilometer or the Bethany Airdrie policy rate, whichever is greater, from the Employee's residence to the Centre and return.

31.03 Where a Regular Employee is assigned duties necessitating the use of her automobile, she shall be reimbursed pursuant to Article 31.02.

ARTICLE 32

Job Classifications

32.01 Job Description

An Employee may request from the Employer a copy of the job description for her position and the Employer shall provide the description within two (2) working days of the request.

32.02 New Classification

Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the scope of the unit for which the Union is the certified Bargaining Agent provided that:

- (a) The Parties to this Collective Agreement mutually agree that the classification is within the scope of the Unit for which the Union is the certified Bargaining Agent, or, failing that;
- (b) The Labour Relations Board rules that the new classification is within the scope of the Unit for which the Union is the certified Bargaining Agent.

When a new classification is created under Clause 32.02 above, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the Parties will submit the question directly to Arbitration for settlement. The resultant pay scale shall be implemented retroactively to the date the new classification was established.

32.03 Changes to Existing Classification Criteria

- (a) Where the primary function or qualifications of a position in any classification, or a classification covered by this Collective Agreement, are significantly changed the Employee and the Union shall receive twenty-eight (28) calendar days notice.
- (b) Where the Employer increases the qualifications of a position or classification, the Employer shall provide the incumbent(s) with a reasonable period of time to obtain the required qualifications.

- (c) Where, pursuant to 32.03 (a) an Employee's job is changed, the Employee may request a classification review of their current position. The request for a classification review should be submitted in writing to the Administrator of the Care Centre or his designate.
- (d) Where a classification review is conducted pursuant to the foregoing paragraph, the job description will be updated and a review of the position conducted to determine the appropriate classification based on a comparison to the classification guideline criteria.
- (e) The Employee and the Union will be advised in writing of the results of the classification review.

32.04 Successful classification reviews shall be effective from the date that the original request for classification review was submitted.

32.05 Classification Adjustment

- (a) An Employee whose position is reclassified to one with a higher Basic Rate of Pay shall be advanced to the same rate of the new classification on the salary schedule that would provide, at a minimum an increase to their Basic Rate of Pay.
- (b) An Employee whose position is reclassified to one with a lower Basic Rate of Pay shall not have his Basic Rate of Pay altered from the Basic Rate of Pay he was earning on the date his position was reclassified for a period of six (6) months, or until the Basic Rate of Pay for the lower paid classification is equal to or greater than his previous Basic Rate of Pay, whichever is earlier.

32.06 If an Employee is not satisfied with the decision of the Employer in Article 32.03 (c) respecting the classification review, the Employee may within ten (10) days grieve the matter at Step II of the grievance procedure.

ARTICLE 33

Temporary Assignments

- 33.01 When an Employee is assigned by their immediate Supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full shift or longer, she shall be paid the Start Rate for the classification which the Employee is relieving, provided she is qualified to perform the substantive duties of the higher paid classification. If the Start Rate of the higher paid classification is not equal to or more than the rate paid to the Employee in their assigned classification, the Employee shall be paid the Job Rate of the higher paid classification that she is relieving. When an Employee is required to perform the duties of a lower paid classification, her Basic Rate of Pay will not be changed.

ARTICLE 34

Committee Participation

- 34.01 Except as otherwise provided in this Collective Agreement, an Employee (or her alternate) who is a Member and is required by the Employer to attend meetings of a Committee established by the Employer, shall be paid at the Basic Rate of Pay for attendance at such meetings.

ARTICLE 35

Layoff & Recall

- 35.01 It is the exclusive right of the Employer to:
- (a) establish and vary from time to time the job classifications and the number of Employees if any, to be employed in any classification, or in any work place of the Centre; and
 - (b) assign to other classifications any, or all, of the duties normally performed by classifications of this Bargaining Unit when Employees from within the Bargaining Unit are not available.
- 35.02 (a) The Parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list and discuss other relevant factors the Parties agree upon.

- (b) When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days notice shall not apply where layoff results from an act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (c) Where the layoff results from an act of God, fire or flood, the fourteen (14) calendar days notice is not required but up to two (2) weeks pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.
- (d) To assist the Employee in indicating their preference of alternate positions, the Employee will have access to seniority lists, shift schedules and a list of positions available at the consultation with the Employer.
- (e) A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the Union representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of the Union representative.
 - (i) The Employee, through consultation with the Employer, shall indicate a preference of positions for which she has the requisite skill, training and knowledge to perform the work by selecting a position in the same classification which are vacant or, by selecting to displace an Employee with less seniority in the same classification. Following consultation with the Employee, the Employer shall place her in a position within the same classification where operational requirements permit in the same status for which she has the requisite skill, training and knowledge to perform the work.
 - (ii) Where there are no positions of any status in the same classification as the Employee's current position, the Employee may indicate a preference for an alternative position which is vacant or occupied by a less senior Employee in a classification in a lower pay grade.

- 35.03 Employees who:
- (a) refuse an offer by the Employer of alternate work; or
 - (b) lack the required competency and seniority to displace another incumbent within her particular classification;
- shall be provided with not less than fourteen (14) calendar days notice specifying the date on which she will be laid off.
- 35.04
- (a) All Regular and Temporary vacancies shall be posted. Regular Employees on layoff, Casual Employees and external applicants are not eligible for hire while Regular Employees remain on layoff. The posting and selection process shall be administered in accordance with Article 13 – Recruitment and Selection.
 - (b) No new Regular or Temporary Employees will be hired in classifications where there are other Employees in that classification, who possess the requisite skills, training, knowledge and ability for the available job, who are on layoff.
- 35.05 Other than for continuation of the seniority held at the time of layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee’s rights while on layoff shall be limited to the right of recall. Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so or on the expiry of twelve (12) months from the date of layoff, whichever first occurs.
- 35.06 Employees affected by temporary layoff may elect to maintain coverage of contributory plans specified in Article 20, provided that the Employee makes prior arrangements to pay full premium costs. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs and her recall status shall not be adversely affected.
- 35.07 When increasing the work force, Employees shall be recalled in order of their seniority provided they possess the requisite skill, training, knowledge and ability to perform the work. The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by registered letter sent to the Employee’s last known place of residence or by personal delivery of same. When dispatched by registered mail, the letter shall be deemed delivered five (5) calendar days from the date of mailing. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.

- 35.08 The operation of this Article, including revision to shift schedules caused by layoff or displacement, shall not constitute a violation of the terms of this Collective Agreement.
- 35.09 When an Employee is on approved leave of absence, or Workers' Compensation benefits or Long Term Disability benefits, the consultation meeting and notice of layoff, if applicable, shall be served when the Employee had provided notice of readiness to return to work.
- 35.10 Employees who have been reduced in regular hours of work through the application of Article 35 shall indicate in writing, their availability to work casual shifts. Casual shifts will be offered on the basis of seniority and availability up to the Employees previous regular hours. This obligation of offer of casual shifts shall expire on twelve (12) months from the date the Employee is reduced in hours or laid off.

ARTICLE 36

Copies of the Collective Agreement

- 36.01 Within the sixty (60) calendar days of the signing of this Collective Agreement, the Employer shall provide each Employee with a copy.
- 36.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 36.03 Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Alberta Union of Provincial Employees. Costs shall be shared equally between the Employer and the AUPE.
- 36.04 The final version of the Collective Agreement shall be in electronic form and both the Employer and the Union shall be provided with a copy of the final version of the Collective Agreement on disk.

ARTICLE 37

Salary Grid Administration Language

- 37.01 New Employees will be hired at the Start Rate of the classification of the position for which they are being hired.

37.02

Employees will be advanced from one pay step to the next upon completion of two thousand and twenty-two point seven five (2022.75) regular hours worked at their current step. Effective with the first pay period following the ratification of this collective agreement by both the Employer and the Union, employees will move from the Start Rate to the Mid Rate upon completion of five hundred and three point seven five (503.75) regular hours worked at the Start Rate. The new Mid Rate wage will not apply where an employee has their probationary period extended. When this does occur the wage increase will not be applied until probation has been successfully completed.

**SALARY SCHEDULES
BETHANY CARE SOCIETY - AIRDRIE
GENERAL SUPPORT SERVICES**

Environmental Services

Service Aide Environment/Laundry

Effective Date	Step 1	Step 2	Step 3
July 1, 2009	12.46	13.71	15.62
July 1, 2010	13.02	14.33	16.32

Supportive Living/Rehab Services

Supportive Living Attendant

Effective Date	Step 1	Step 2	Step 3
July 1, 2009	13.31	14.64	16.88
July 1, 2010	13.91	15.30	17.64

Rehabilitation Aide

Effective Date	Step 1	Step 2	Step 3
July 1, 2009	14.13	15.12	17.88
July 1, 2010	14.77	15.80	18.68

Administrative Support Services

Clerk/Receptionist

Effective Date	Step 1	Step 2	Step 3
July 1, 2009	14.13	15.12	17.88
July 1, 2010	14.77	15.80	18.68

Maintenance Services

Maintenance Worker 1

Effective Date	Step 1	Step 2	Step 3
July 1, 2009	14.13	15.12	17.88
July 1, 2010	14.77	15.80	18.68

NOTE: Step 1 is a probationary step. The Employee will move to Step 2 after the completion of five hundred and three point seven five (503.75) regular hours worked or upon successful completion of the probationary period, whichever occurs later. Employees will have their salary rate adjusted upon the completion of two thousand and twenty-two point seven five (2022.75) regular hours of work.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ON BEHALF OF THE EMPLOYER

**ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES**

Marilyn Malcolm,
Manager, Employee & Labour Relations

Guy Smith
President AUPE

DATE:_____

DATE:_____

WITNESS

WITNESS

**LETTER OF UNDERSTANDING
BETWEEN
BETHANY CARE SOCIETY
BETHANY CARE CENTRE - AIRDRIE
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES,
LOCAL 048/001 GENERAL SUPPORT SERVICES**

**RE: RETROACTIVE PAY FOR EMPLOYEES WHO TERMINATE EMPLOYMENT
PRIOR TO RATIFICATION**

A Regular Employee who resigns from the Employer in good standing between July 1, 2009 and the date of ratification, shall receive retroactive pay provided they make written application within thirty (30) calendar days.

This Letter of Understanding expires on June 30, 2011.

ON BEHALF OF THE EMPLOYER

**ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES**

Marilyn Malcolm,
Manager, Employee & Labour Relations

Guy Smith
President AUPE

DATE: _____

DATE: _____

**LETTER OF UNDERSTANDING
BETWEEN
BETHANY CARE SOCIETY
BETHANY CARE CENTRE - AIRDRIE
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES,
LOCAL 048/001 GENERAL SUPPORT SERVICES**

RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the Bargaining Unit.
2. Severance will not be offered under the following conditions:
 - (a) when an Employee voluntarily accepts layoff and recall; and/or
 - (b) when a layoff results from an Act of God, fire or flood; and/or
 - (c) when an Employee has been terminated for just cause or has resigned or retired; and/or
 - (d) when an Employee's status is other than permanent Full-Time employment or permanent Part-Time employment.
3. The Employer will offer the following severance to eligible Regular Employees, as defined in Item 4 of this Letter of Understanding:
 - (a) A Regular Full-Time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay at their Basic Rate of Pay for each full year of continuous employment to a maximum of thirty-five (35) weeks pay.
 - (b) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay at seventy-seven point five (77.5) hours for each full period of two thousand and twenty-two point seven five (2,022.75) hours worked at the Basic Rate of Pay to a maximum of thirty-five (35) weeks pay.
 - (c) For the purposes of Point 3 (a) and (b) above, Basic Rate of Pay means basic rate of pay exclusive of overtime payments and premium payments.

- (d) For purposes of severance, continuous employment will be calculated from the last day of hire recognized with the Employee's current Employer and shall exclude all absences in excess of thirty (30) days.
- 4. A Regular Employee who has received layoff notice in accordance with Article 35 and for whom no alternate vacant position is available and he/she does not have the right to displace an Employee with less seniority, shall have the option to select either of:
 - (a) Layoff with recall rights as specified in Article 35 of the Collective Agreement; or
 - (b) Severance in accordance with this Letter of Understanding.
- 5. A Regular Employee who accepts severance pay as described above shall have terminated his/her employment, with no further rights to recall.
- 6. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date of notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 35 of this Collective Agreement.
- 7.
 - (a) Employees who select severance will not be eligible for rehire by any Employer who is a Party to a Collective Agreement containing severance provisions for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
 - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
- 8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding shall apply over a period of time beginning the date on which the Parties exchange notice of ratification for this Collective Agreement and ending June 30, 2011 or upon the date of ratification for the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

**ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES**

Marilyn Malcolm,
Manager, Employee & Labour Relations

Guy Smith
President AUPE

DATE: _____

DATE: _____

**LETTER OF UNDERSTANDING
BETWEEN
BETHANY CARE SOCIETY
BETHANY CARE CENTRE - AIRDRIE
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES,
LOCAL 048/001**

RE: FLEXIBLE HEALTH SPENDING ACCOUNT (QUALITY OF LIFE ACCOUNT)

The Parties agree as follows:

Effective January 1, 2010, a Flexible Health Spending Account (Quality of Life Account) shall be implemented for all Employees eligible for benefits in accordance with Article 20.

Commencing January 1, 2010, a sum of five hundred dollars (\$500.00) per each regular full-time Employee shall be allocated by the Employer to a Flexible Health Spending Account (Quality of Life Account) for each eligible Employee effective January 1 of each calendar year.

This Flexible Health Spending Account (Quality of Life Account) shall be provided to regular part-time Employees on a pro-rated basis, based on their FTE (full-time equivalent) as of December 15 of the previous calendar year.

Any unused allocation in an Employee's Flexible Health Spending Account (Quality of Life Account) as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.

The Flexible Health Spending Account (Quality of Life Account) may be utilized by the Employee for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 20.

The Flexible Health Spending Account (Quality of Life Account) shall be implemented and administered in accordance with the *Income Tax Act* and applicable regulations in effect at the time of implementation and during the course of operation of the Flexible Health Spending Account (Quality of Life Account).

ON BEHALF OF THE EMPLOYER

**ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES**

Marilyn Malcolm,
Manager, Employee & Labour Relations

Guy Smith
President AUPE

DATE: _____

DATE: _____