



**Bethany  
Care Society**

*"Creating Caring Communities."*



## **COLLECTIVE AGREEMENT**

**BETWEEN**

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

**AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 048 CHAPTER 001  
*AUXILIARY NURSING CARE***

**JULY 1, 2009 - JUNE 30, 2011**

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Preamble/Statement of Purpose

This Collective Agreement made this 1st day of February, 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 Auxiliary Nursing Care)  
(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 Collective Agreement

- 1.01 Except where otherwise stated in this Collective Agreement this Collective Agreement shall be in force and effect from and after the date upon which the Alberta Union of Provincial Employees and Bethany Care Society exchange notice of ratification by their principals of the terms of this Collective Agreement, 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) calendar days and not more than one hundred and twenty (120) calendar days preceding the expiry of the term of this Collective Agreement of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, This Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.

## ARTICLE 2

### Definitions

“AUPE” or "Union" means the Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned AUPE, the subsequent name shall be recognized.

“Local Chapter” means the work-site component of AUPE.

“Employer” means the Bethany Care Society Airdrie Centre.

“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 “Hours of Work” Article of this Collective Agreement.
  - (ii) “Part-time Employee” is one who is regularly scheduled for less than the normal hours specified in the “Hours of Work” Article of this Collective Agreement.

- (b) "Casual Employee" is one who:
  - (i) is regularly scheduled for a period of three (3) months or less for a specific job;
  - (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.

"Basic Rate of Pay" means the incremental step in the salaries schedule applicable to an Employee in accordance with the terms of the Collective Agreement, exclusive of all premium payments.

"Continuous Services" means the period of employment commencing on the latest date of employment that is not interrupted by termination or dismissal.

"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.

"Feminine Gender" means and includes the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.

"Code" means the Alberta Labour Relations Code as amended from time to time.

### ARTICLE 3

#### Administration of the Collective Agreement

##### Copies Of The Collective Agreement

- 3.01 Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of Bethany Care Centre - Airdrie and AUPE. Cost shall be shared equally between the Parties.
- 3.02 Following the signing and printing of the Collective Agreement, affected Employees shall be provided with a copy by Bethany Care Centre - Airdrie within ten (10) days of receipt of the copies from the AUPE.
- 3.03 Bethany Care Centre - Airdrie shall provide a copy of the Collective Agreement to each new Employee upon appointment.

### ARTICLE 4

#### Management Rights

- 4.01 Bethany Care Centre - Airdrie retains all rights not otherwise abrogated or restricted in the Collective Agreement. It is the exclusive function of Bethany Care Centre - Airdrie to perform the usual functions of Management in the operation of its business including:
- (a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline, and efficiency, the right to direct the workforce and to create new classifications and the right to hire, promote, transfer, layoff and recall Employees.
  - (b) To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the Employees.
- 4.02 It is agreed that the functions set out above shall be exercised in a manner consistent with the express provisions of the Collective Agreement.

### ARTICLE 5

#### Union Rights

- 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 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.
- 5.04 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.

## ARTICLE 6

### Commitment to No Strikes or Lockouts

#### 6.01 Union Commitment

The AUPE agrees that it will not cause, authorize, or sanction, nor permit Employees to cause or take part in any sit down, stay in, or slow down, or any strike or stoppage of any of the Bethany Care Centre - Airdrie's operations or any curtailment of work on Bethany Care Centre - Airdrie's premises during the term of this Agreement which is contrary to the Labour Relations Code.

#### 6.02 Employer Commitment

The Bethany Care Centre - Airdrie agrees that it will not cause or sanction a lockout during the term of this Collective Agreement which is contrary to the Labour Relations Code.

## ARTICLE 7

### Union Dues Deduction and Union Membership

- 7.01 Employees shall be permitted to wear a lapel size pin representative of their 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 AUPE 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 AUPE 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.
- 7.06 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's premises. The AUPE/Chapter shall arrange for a mutually satisfactory date with the Administrator or the designate one (1) week before the meeting or such shorter period as is mutually agreed between the Parties.

## ARTICLE 8

### No Discrimination or Harassment

- 8.01 The 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 sufficient orientation to equip them for their work. During orientation the new Employee shall be an "extra" while working with Regular Employees.

- 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:
- (a) notice
  - (b) pay (except as may be required by provisions of the Alberta Employment Standards Code).

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 the 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 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 sick leave, vacation 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 the Bethany Care Centre Airdrie'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 the 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;
- (d) A Regular Employee filling a temporary position retains all rights of a Regular Employee.

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 AUPE following posting. The AUPE 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.

## ARTICLE 11

### Hours of Work

11.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:

- (a) seven point seven five (7.75) consecutive hours per day;
- (b) thirty eight point seven five (38.75) hours per week averaged over one complete cycle of the shift schedule.

11.02 Regular hours of work for Part time Employees, exclusive of meal periods shall be up to seven point seven five (7.75) consecutive hours in any day. The ratio of work days to non-work days shall not exceed five to two (5:2) in a six (6) calendar week period.

- 11.03
- (a) Hours of work for a Casual Employee shall be up to seven point seven five (7.75) hours in a day.
  - (b) Casual Employees will not be required to work in excess of seven (7) consecutive shifts except by mutual agreement.
  - (c) A Casual Employee will not be required to work in a manner where the ratio of work days to non work days exceeds five to two (5:2) averaged over six (6) calendar weeks.

- (d) 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 (2400) and zero eight hundred (0800) hours.

11.04 Schedules

- (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
  - (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
  - (ii) at least two (2) consecutive days of rest;
  - (iii) a minimum of days of rest on two (2) weekends in a four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty six (56) hours off duty;
  - (iv) a maximum of six (6) consecutive shifts.
  - (v) an Employee shall not be scheduled so as to have more than two (2) different shifts between scheduled days off.
- (b) Optional scheduling provisions may be available and may be applied upon mutual agreement, in writing, between the Employer and the Union.

11.05 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Section 11.04.

- (b) The shift patterns which may be available are:
  - (i) days, evenings, nights (rotation);
  - (ii) days only;
  - (iii) evenings only;
  - (iv) nights only;
  - (v) evenings and days (rotation);

- (vi) nights and evenings (rotation);
- (vii) nights and days (rotation).
- (viii) weekends only (only by the request of the Employee and the agreement of Bethany Care Centre - Airdrie). Where such request is granted, the schedule is deemed to not be a violation of other scheduling provisions of this Article, the Overtime Article or any other articles of the Collective Agreement.

(c) A request by an Employee to work evenings only or nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred ninety three point seven five (193.75) regular hours in a calendar year. When a request to work evenings or nights only is accommodated the Employee may only alter that request by the giving of fourteen (14) weeks notice of intention.

(d) Employees working shift choices (i), (v) and (vii), shall be assigned a day duty at least one-third (1/3) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

11.06 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 the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

11.07 (a) Employees may exchange shifts among themselves, provided that:

- (i) the exchange is agreed to, in writing, between the affected Employees; and
- (ii) prior approval of such exchange has been given by the Employee's immediate Supervisor.

- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- (e) No overtime shall be paid to an Employee who works in excess of the Employee's regularly scheduled work hours in a two (2) week period as a result of an exchange of shift or for reasons of personal convenience or for time taken off in lieu of overtime by mutual arrangements.

11.08 When an Employee reports for work as scheduled, and is directed by the Manager to leave and return to work for a later shift, he/she shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at her Basic Rate of Pay.

11.09 Where an Employee's scheduled days off are changed without fourteen (14) calendar days notice, the Employee shall be paid at two times (2X) her Basic Rate of Pay for all hours worked on what should otherwise have been her off-duty days except as might be otherwise mutually agreed upon between Manager and Employee.

11.10 If, in the course of a posted schedule, the Manager changes an Employee's scheduled shift, but not her scheduled days off, she shall be paid at the rate of two times (2X) her Basic Rate of Pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) days notice of such change has been given except as might be otherwise mutually agreed upon between Manager and Employee.

11.11 Subject to Articles 11.09 and 11.10 shift schedules shall be posted eight (8) weeks in advance or such shorter period as is mutually agreed between the Employer and the Local Chapter of the AUPE. The Employer shall allow a Local Chapter Representative of the AUPE to reproduce a copy of the posted shift schedule.

- 11.12
- (a) A Part-time Employee may work additional shifts.
  - (b) Where a Part-time Employee volunteers or agrees when requested to work additional shifts, she shall be paid her Basic Rate for such hours, or if applicable, at the overtime rate provided in Article 12 for those hours worked in excess of seven point seven five (7.75) hours in a day.

- (c) Where the Employer requires a Part-time Employee to work without her having volunteered or agreed to do so, she shall be paid the applicable overtime rate provided in Article 12.

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

11.14 Breaks

Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either
  - (i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours, or
  - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours,the alternative to be applied shall be at the discretion of the Employer.
- (b) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than three point eight-seven (3.87) hours.
- (c) exclude a meal period of thirty (30) minutes during each working day on which an Employee works in excess of four (4) hours.

The Employer and the Employee shall mutually agree to the times of breaks, the total length of time taken for combined breaks shall not exceed one (1) hour. Failing mutual agreement, breaks will be in accordance with Article 11.14 (a) and (c).

11.15 (a) 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 so 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.

- (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 times (2X) her Basic Rate of Pay rather than at straight time; or
  - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 11.15(a) at an additional one times (1X) her Basic Rate of Pay; or
  - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her Basic Rate of Pay.

- 11.16 (a) Employees may work flexible hours by mutual agreement between the Employee and the Employer whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period and
  - (ii) in place of overtime pay for those hours worked in excess of seven and three quarters (7 3/4) in a day or thirty-eight and three quarters (38 3/4) in a week averaged over one (1) cycle of the shift schedule, in which event Articles 11.01, 11.11 and the Overtime Article shall have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime in accordance with the Overtime Article.

11.17 No Casual Employee shall be scheduled except with her consent and as stipulated in the Definitions Article.

11.18 Unreasonable or consistent refusal by a Casual Employee to work upon request may result in termination of employment.

## ARTICLE 12

### Overtime

- 12.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day, and/or on the scheduled days of rest for Full-time Employees and for any hours in excess of the work ratio referred to in 11.02. The Employer shall provide on each unit 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 and Selection

- 13.01 The 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.
- 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 and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
- 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 a 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 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.

#### ARTICLE 14

##### Named Holidays

- 14.01 (a) Full time Employees shall be eligible to receive a day off with pay on, or for the following Named Holidays:
- (i) New Year's Day;
  - (ii) Alberta Family Day
  - (iii) Good Friday;
  - (iv) Victoria Day;
  - (v) Canada Day;
  - (vi) August Civic Holiday;
  - (vii) Labour Day;
  - (viii) Thanksgiving Day;
  - (ix) Remembrance Day;
  - (x) Christmas Day;
  - (xi) Boxing Day.
- (b) In addition to the foregoing Named Holidays, Full-time Employees who are in the employ of the Employer on January 1 shall receive a "Floater" Holiday until an additional Named Holiday is proclaimed at which time the Floater Holiday will be replaced by the new Named Holiday and will be subject to the provisions of 14.01 (a). The Floating Holiday will be scheduled by mutual agreement between the Employer and the Employee. If the holiday is not taken by December 31 in any given year, it shall be paid out.

- 14.02 To qualify for a Named Holiday with pay, the Employee must work his or her regularly scheduled shift immediately prior to and immediately following the holiday, and the Employee must have worked more than thirty (30) days during the preceding two (2) months (except where the Employee is on an approved paid absence).
- 14.03 Employees on layoff; or on unpaid leaves of absence for any reason shall not be entitled to a day off with pay, or payment in lieu thereof.
- 14.04 (a) Except as modified by 14.04 (b) below, an Employee scheduled to work on a named holiday shall be paid for all hours worked at time and one half (1 1/2X) of their current rate of pay. The Employee shall also be granted a day off with pay to be taken at a mutually agreeable time but prior to the following January 31. If not taken by January 31, the time will be paid out at current rate of pay.
- (b) **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.
- 14.05 Employees required to work overtime on a Named Holiday will be paid at two times (2X) her current rate of pay for work in excess of seven point seven five (7.75) hours on such day.
- 14.06 Time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.

### **Part-time and Casual**

- 14.07 In the case of Part-time or Casual, Employees will receive an additional four point six percent (4.6%) of their Basic Rate of Pay for hours worked in a pay period in lieu of Named Holidays with pay.
- 14.08 An Employee scheduled to work on a Named Holiday shall be paid for all hours worked at time and one half (1 1/2X) of their current rate of pay.

**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.

14.09 The Manager shall schedule an Employee in such a manner to provide her with days off on at least three (3) of the actual Named Holidays unless otherwise requested.

14.10 Employees shall be scheduled to work on Christmas Day or New Year's Day but not on both of these Holidays unless otherwise requested. If an Employee has worked on Christmas Day the previous year, the Manager shall make every effort not to schedule her for Christmas Day the following year. When the Employee has been scheduled to have Christmas Day or New Years Day off, the Employer shall make every effort to schedule the preceding day off as well.

ARTICLE 15

Vacations

15.01 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.

**Full-Time Employees**

15.02 Vacation Entitlement

- (a) Subject to Article 9, 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:

<u>Years of Continuous Service</u>	<u>Vacation Earned</u>
1-2 years	15 days
3-14 years	20 days
15-24 years	25 days
25 or more years	30 days

(b) 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.

15.03 (a) Notwithstanding Article 15.02, vacation with pay shall not accrue during periods while:

(i) on lay off; 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.

15.04 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 the responsibility and within the authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits her vacation preference by March 15th 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.

- (c) Employees who have earned vacation hours, that are less than one (1) complete shift will be allowed to take time rather than pay in lieu.

15.05 If a paid holiday occurs during the vacation period of a Full-time Employee, such Employee shall receive an additional day's pay in lieu of the holiday at straight time. An Employee may, however, prior to going on vacation, inform her Supervisor of her preference to take an additional day off with pay.

### **Part-Time Employees**

15.06 Time of Vacation

- (a) 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 by January 1st of each year. Where an Employee submits her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. 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.

15.07 Vacation Pay and Entitlement

Subject to Article 9, during each year of continuous service in the employ of the Employer, an Employee shall commence earning entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of service in accordance with the following:

Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours paid during the vacation year exclusive of overtime X The applicable % outlined below = Number of hours of paid vacation time to be taken in the next following vacation year

<u>Years of Continuous Service</u>	<u>Percentage accumulation</u>
1-2 years	6%
3-14 years	8%
15-24 years	10%
25 or more years	12%

An employment year shall mean two thousand twenty two point seven five (2022.75) hours paid by Bethany - Airdrie, exclusive of overtime.

**Casual Employees**

15.08 Casual Employees, will receive in lieu of paid time off, payment for hours worked in a pay period as follows.

<u>Years of Continuous Service</u>	<u>Percentage accumulation</u>
1-2 years	6%
3-14 years	8%
15-24 years	10%
25 or more years	12%

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 or 930 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 or 930 hours. Sick leave shall not accrue during the periods of the following absences which exceed one (1) month:
- (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 of one hundred and twenty (120) working days or nine hundred and thirty (930) hours 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 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 her former classification, a reasonable effort shall be made by the Employer to place her in an available position that she is capable of performing. In such a 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 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 the Bethany Care Centre - Airdrie, the granting of leaves of absence is subject to the approval of the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) calendar 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 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 terminate her position with the Institution; except in cases of extenuating circumstances 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 one month 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 Article 16 or 23 whichever is applicable from the last day of paid sick leave, by paying the full premium costs to the Employer.

#### Time Off For Union Business

- 17.02
- (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 without loss of seniority for a maximum period of 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 the Bargaining Unit and the Employer.

17.04

(A) Maternity Leave

- (i) 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 or any greater period provided for in legislation unless mutually agreed otherwise between the Employer and the Employee.
- (ii) 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 (A) 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 step 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 or any greater period provided for in legislation 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 17.05 (a) 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 step 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 - **Effective date of ratification:**

- (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 Employee 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 with no loss of pay shall be granted to Employees in the event of the death of an immediate family member. This can be extended by up to two (2) additional consecutive calendar days with no loss of pay if required for travel greater than two hundred (200) kilometers, one way. In consultation with the Manager, additional time away may be granted and such time away will be unpaid.

- 17.09 Immediate family is defined as:
- Spouse (including common-law and same sex relationship);
  - 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;
  - Sister or brother, including step-sister or step-brother, of either the Employee or spouse (brother and sister in laws);
  - 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;
  - Mother-in-law, father-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 Compassionate Care Leave
- (a) An Employee who has worked six hundred (600) hours with the Employer, shall upon written request, giving fourteen (14) calendar days notice, be granted leave without pay for up to a 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.
- 17.12 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 Center - Airdrie.
- 17.13 Requests must be made in writing and submitted as much in advance as possible.

## ARTICLE 18

### Problem Resolution/Grievance Procedure

- 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 the 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, which will commence at Step II, or dismissal, which will commence at Step III, 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.

- 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 the 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 All grievances are to be initiated at the appropriate step of the process within ten (10) days of when the Grievor knew or reasonably ought to have known of the act giving rise to the grievance.
- 18.11 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.
- 18.12 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.
- 18.13 Step III
- If the matter has not been resolved at Step II, the Employee may, within ten (10) days of receipt of the written reply from the Supervisor, 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 Step III 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 and within ten (10) days of the request 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 the 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 III 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 (3) 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 in a timely manner 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 at least once a year 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.
- Recognizing the distinction between performance appraisal and discipline, the purpose of the performance appraisal is to constructively review the Employee's performance during the review period.
- 19.02 The purpose of the meeting is to improve 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.
- 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. Learning plans should concentrate on those aspects of job performance, which need improvement or enhancement. Employees and Supervisors will reach agreement on the expected level of job performance and develop a learning plan, which will help the Employee to meet those expectations.
- 19.05 Both the Supervisor and the Employee keep a copy of the completed performance review and learning plan so that progress can be reviewed on a regular basis. A copy is also placed on the Employee's Personnel File.
- 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.
  - (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.
- 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 individual but also with the Employer.
- 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

- 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, including services mainly diagnostic and preventive in nature; which plan provides eighty percent (80%) reimbursement of eligible dental expenses, fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services in accordance with the Alberta Dental Association Fee Guide. A maximum annual reimbursement of fifteen hundred dollars (\$1500.00) 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 (\$1500.00) 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 and Temporary Employees (and their families where applicable). The Employer will implement coverage for new Employees when:

- (a) Full-time Employees have completed five hundred three point seven five (503.75) hours worked;
- (b) Part-time Employees have completed five hundred three point seven five (503.75) hours worked. Part-time Employees must be scheduled 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.

20.04 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 twenty-five percent (25%) of the Years Maximum Pensionable Earning (YMPE) under the Canada Pension Plan (effective July 1, 2007),
- (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 21

### Job Classifications, Salaries and Recognition of Past Experience

21.01 The Basic Rates of Pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.

21.02 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following:

- (a) in the case of a Full-time Employee, one year of service; or
- (b) in the case of a Part-time and Casual Employee two thousand and twenty-two point seven five (2022.75) hours paid with the Bethany Care Centre - Airdrie.

For clarity, hours counted towards an Employee's next increment include hours worked as follows:

- (i) regular shifts;
- (ii) relief or extra shifts;
- (iii) paid education shifts;
- (iv) hours worked as overtime shifts (excluding any premium calculation);
- (v) paid Statutory Holidays and worked Statutory Holidays;
- (vi) paid Vacation days;
- (vii) all paid absences.

21.03 When an Employee is transferred to a classification with a higher rate of pay, she shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing Basic Rate of Pay. In the latter case, she shall be advanced to the next higher increment for the higher classification provided that the trial period in the new position is successfully completed.

21.04 When an Employee is transferred to a classification with a lower rate of pay her salary shall be adjusted immediately to the Basic Rate she would have been entitled to, had she been on the lower rated classification from commencement of employment.

21.05 In the event that the Employer varies the duties of a job classification substantially, the AUPE may apply for a determination as to whether a new classification has been created.

21.06 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.

- 21.07 When a new classification is created under Section 21.06 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 AUPE. 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.
- 21.08 Employees required by the Employer to attend Staff Meetings and Committee Meetings shall be paid at the applicable rate of pay for attendance at such meetings.
- 21.09 Recognition of Experience
- When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
- (a) Experience prior to a two (2) year lapse will not be recognized.
  - (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
  - (c) If the Employee submits satisfactory documentations of her experience to the Employer within thirty (30) calendar days of her start date the adjustment to her rate of pay shall be effective retroactive to her start date. If the documentation is submitted after thirty (30) calendar days from her start date, such adjustments shall be effective the date the Employee submits documentation of her experience to the Employer.
- 21.10
- (a) An Employee who has completed the required training and who is eligible but not yet registered, or who has not maintained current registration as a Licensed Practical Nurse pursuant to the Health Disciplines Act, R.S.A. 1980, c. H-3.5, shall be classified as a Graduate Practical Nurse and placed at the appropriate rate of pay.
  - (b) An Employee who has completed the requisite training program pursuant to the Health Disciplines Act, and who passes the C.N.A.T.S. exams on the first available opportunity to sit said examination following the commencement of employment, shall have her Basic Rate of pay adjusted retroactively to that for the classification of LPN, to the date of hire, as an LPN. Otherwise retroactive adjustment of the Basic Rate of Pay will be restricted to the date on which the examination was written and passed.

## ARTICLE 22

### Shift Differential & Weekend Premium

- 22.01 A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid,
- (a) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours and zero seven hundred (0700) hours; or
  - (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours, provided that greater than two (2) hours are worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours; or
  - (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours and zero seven hundred (0700) hours.
- 22.02 A weekend premium of one dollar and seventy -five cents (\$1.75) per hour shall be paid:
- (a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
  - (b) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than two (2) hours are worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
  - (c) to Employees working all overtime hours which fall within the sixty-four hour period commencing at fifteen hundred (1500) hours on a Friday.
- 22.03 All premiums paid under this section shall not be considered as part of the Employee's Basic Rate of Pay.

#### **Effective date of ratification:**

- 22.01 A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid,

- (a) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours and twenty-three hundred (2300) hours; or
- (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours, provided that greater than two (2) hours are worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours; or
- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours and twenty-three hundred (2300) hours.

22.02 A shift differential of five dollars (\$5.00) per hour shall be paid,

- (a) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
- (b) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours, provided that greater than two (2) hours are worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
- (c) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

22.03 A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid:

- (a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than two (2) hours are worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (c) to Employees working all overtime hours which fall within the sixty-four hour period commencing at fifteen hundred (1500) hours on a Friday.

22.04 All premiums paid under this section shall not be considered as part of the Employee's Basic Rate of Pay.

## ARTICLE 23

### Workers' Compensation

23.01 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.

23.02 If the Employee incurs delays in receiving payment(s) from the Workers' Compensation Board, the Employer will 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.

23.03 An Employee receiving compensation benefits under Article 23.01 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 Articles 16 and 15;
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

23.04 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 eighteen (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 disability.

- (b) incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall provide the Employer with fourteen (14) days notice of her readiness to return to work. The Employer shall then reinstate her to a position for which she is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to her prior to the disability.
- (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.

23.05 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.

23.06 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.

23.07 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 24

##### Bulletin Board Space

24.01 The Employer shall provide bulletin boards to be placed in reasonably accessible locations upon which designated space shall be provided where the AUPE may be permitted to post notices of meetings and other such notices which may be of interest to Employees. It is not the intention of the AUPE to post anything objectionable to the Employer.

#### ARTICLE 25

##### Resignation and Termination

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

25.02 Vacation Pay on Termination

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

ARTICLE 26

Temporary Employees

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

- (a) (Seniority);
- (b) (Performance Appraisals);
- (c) (Job Postings and Vacancies) provided however, a Temporary Employee may make application pursuant to Article 13, for a position which commences after the expiry of the term for which she was hired;
- (d) (Employee Benefits Plan) prior to the completion of six (6) months continuous service;
- (e) (Layoff and Recall);
- (f) (Discipline & Dismissal);

which are superseded and replaced by the following.

- 26.02
- (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 seven (7) 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 27

### Discipline & Dismissal

- 27.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
- 27.02 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 President of the AUPE within five (5) days of issuance.
- 27.03 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.
- 27.04 Except in extenuating circumstances, an Employee absent for two (2) consecutive scheduled work days without notifying the Employer, shall be considered to have abandoned her position.
- 27.05 Nothing in this Article prevents immediate suspension or dismissal of the Employee for just cause.
- 27.06 Discipline and dismissal shall be for just cause only.

## ARTICLE 28

### Layoff & Recall

- 28.01 It is the exclusive right of the Employer to:
- (a) establish, and vary from time to time; the job classifications and the number of Employee's 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 this Bargaining Unit are not available.
- 28.02 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.
- 28.03
- (a) 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, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee at least fourteen (14) calendar days prior to the date of layoff.
  - (b) Where the layoff results from an act of God, fire, flood or work stoppage by employees not covered by this Collective Agreement, 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.
  - (c) To assist the Employee in indicating a preference of alternate positions, the Employee will have access to seniority lists, shift schedules, and a list of positions available prior to the consultation with the Employer.
  - (d) A consultation meeting will be arranged by the Employer between the Employee, the Employer representative(s) and the AUPE representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of the AUPE Representative.

- (i) The Employee, through consultation with the Employer, shall indicate a preference of position for which she has the requisite skill, training, knowledge and ability to perform the work by selecting a position in the same classification which is vacant or, to displace an Employee with less seniority in a position in the same classification. Following consultation with the Employer, the Employer shall place her in a position in the same classification and where operational requirements permit, in the same status for which she has the requisite skill, training, knowledge and ability 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.

28.04 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.

28.05 (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 the Recruitment and Selection Article.

- (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 lay-off.

28.06 Other than for the 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.

- 28.07 Employees affected by temporary layoff may elect to maintain coverage of contributory plans specified in the Benefits Article, 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.
- 28.08 When increasing the work force, Employees shall be recalled in order of their seniority, provided she possesses 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 or courier, 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 her intent no later than five (5) days following the delivery date.
- 28.09 The operation of this Article, including revision to shift schedules caused by lay-off or displacement, shall not constitute a violation of the terms of this Collective Agreement.
- 28.10 When an Employee is on approved leave of absence, or Workers' Compensation Benefits or Long Term Disability Insurance Benefits, the consultation meeting, and notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.
- 28.11 Employees who have been reduced in regular hours of work through the application of Article 28 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 Employee's 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 29

### Employee Management Committee

- 29.01 There shall be an Employee Management Advisory Committee (EMAC).
- 29.02 The purpose of the EMAC is to promote a positive working relationship between Management and Employees, through discussion and recommendations regarding issues relevant to resident care and other matters of mutual concern related to employment, not covered within this Collective Agreement.

- 29.03 The EMAC shall be comprised of two (2) Management Representatives and two (2) AUPE Representatives, employed at the Airdrie Care Centre.
- 29.04 The EMAC shall meet in accordance with its terms of reference. An Employee shall suffer no loss of pay for attendance at these committee meetings. The Committee shall establish its terms of reference.

### ARTICLE 30

#### Occupational Health, Safety and Environment Committee

- 30.01 Bethany Care Centre - Airdrie is committed to supporting and promoting a healthy and safe working and living environment in the Centre for Employees and residents. To support this commitment a Health, Safety and Environment Committee shall remain operational.
- 30.02 This Committee shall be composed of Representatives of Management and Representatives of the AUPE and Representatives of other Employee groups. This Committee shall meet in accordance with its terms of reference. An Employee shall suffer no loss of pay for attendance at these Committee Meetings.
- 30.03 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.
- 30.04 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 Bethany Care Centre - Airdrie forthwith.

### ARTICLE 31

#### Temporary Assignments

- 31.01 When an Employee is assigned to replace another Employee in a higher paid classification within this Collective Agreement for one full hour or longer, she shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, provided that she is qualified to perform the substantive duties of the higher paid classification. When an Employee is required to temporarily perform the duties of a lower paid classification, her Basic Rate of Pay will not be changed.

- 31.02 (a) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program shall receive an additional sixty-five (\$0.65) cents per hour. The Employer will give consideration to those Employees who express interest in participation of this program.
- (b) "Preceptor" shall mean a Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in the Licensed Practical Nurse program.

#### ARTICLE 32

##### Transportation

- 32.01 Where a Regular Employee is assigned duties necessitating the use of her automobile, she shall be reimbursed at the rate of forty-one cents (\$0.41) per kilometre or the rate stipulated in Bethany Care Society's Policy, whichever is greater.

#### ARTICLE 33

##### Registration Fees

- 33.01 A Licensed Practical Nurse who is a point four Full-time equivalent (.40 FTE) position of greater as of December 1 in each calendar year and has active registration with the College of Licensed Practical Nurse of Alberta (CLPNA) at the beginning of the next calendar year shall receive one hundred dollars (\$100.00) reimbursement for his/her CLPNA registration.

**SALARY SCHEDULES  
BETHANY CARE SOCIETY - AIRDRIE  
AUXILIARY NURSING CARE**

**Pay Grade 1**

Uncertified Health Care Aide/Personal Care Attendant

<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>
July 1, 2009	15.42	16.19
July 1, 2010	16.11	16.92

**Pay Grade 2**

Certified Health Care Aide/Personal Care Attendant (with recognized certification)  
Recreation Assistant

<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
July 1, 2009	16.35	17.22	17.78	18.40	18.95	19.90	20.50
July 1, 2010	17.09	17.99	18.58	19.23	19.80	20.80	21.42

**Pay Grade 3**

Licensed Practical Nurse

<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
July 1, 2009	21.72	22.73	23.81	24.57	27.11	28.44
July 1, 2010	22.70	23.75	24.88	25.67	28.33	29.72

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**

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

A Regular Employee who leaves the employ of Bethany Care Society (Bethany Airdrie) in good standing between July 1, 2009 and the date of ratification, shall receive retroactive pay, providing the Employer receives written application within thirty (30) days of ratification between the Parties.

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**

**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 28 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 28 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 28 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 at ratification, a Flexible Health Spending Account (Quality of Life Account) shall be implemented for all Employees eligible for benefits in accordance with Article 20.

Commencing at ratification, 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: \_\_\_\_\_