

MEMORANDUM OF SETTLEMENT

B E T W E E N:

HCN-REVERA LESSEE (RIVERBEND) LP (RIVERBEND RETIREMENT RESIDENCE)

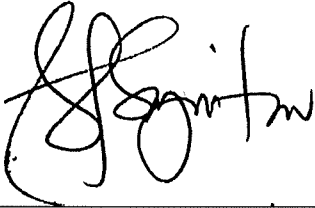
-and-

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 047 CHAPTER 042
(THE UNION)**

1. The parties hereto agree to the terms of this Memorandum of Settlement as constituting full settlement of all outstanding issues.
2. The parties agree that the term of the Collective Agreement shall be from January 1, 2021, to December 31, 2023.
3. The parties further agree that the Collective Agreement shall incorporate all the terms of the previous Collective Agreement, which expired on December 31, 2020, including all matters settled and agreed to by the parties.
4. All other issues or items in dispute for both parties are withdrawn.
5. The parties further agree that the amendments to the Collective Agreement shall be effective on the date of ratification by the Union, except as provided otherwise in this Memorandum of Settlement.
6. Retroactive pay shall be paid within four (4) pay periods from the date of ratification. It is agreed that the ratification date is the date on which the union ratified the agreement. Retroactive pay will be based on hours worked and apply to employees who were actively employed on the date of ratification.
7. The undersigned representatives of the parties do hereby agree to recommend acceptance of all the terms of this Memorandum of Settlement to their respective principals.

8. The parties agree to meet on a mutually agreed to date for the purposes of proofreading a draft revised Collective Agreement incorporating the terms of this Memorandum of Settlement. The parties agree to meet on a mutually agreed to date for the purposes of signing the final agreement.

THIS AGREEMENT DATED THIS 25th DAY OF SEPTEMBER 2023.



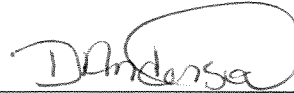
For the Union



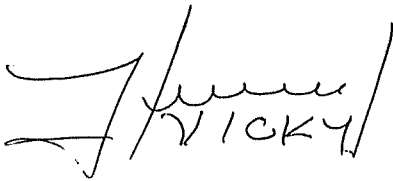
For the Employer



For the Union



For the Employer



For the Union

For the Employer



For the Union

For the Employer

Effective January 1, 2021

- Amend the start rate 0-450 hours to \$15.88 for Companions, Dietary Aid (Dining Room), Activity Aide and Reception.
- Amend Activity Aid- end rate 451+ to \$16.98

General Wage Increases - for all classifications

- Effective Jan. 1, 2021 - 2%
- Effective Jan. 1, 2022 - 1.75%
- Effective Jan. 1, 2023 - 1.25%

Lump Sum Payment to Full-time employees - \$200

Lump Sum Payment to Part-time employees - \$100

The wages rates set out above will be retroactive to January 1, 2021, except as provided in the collective agreement. All payments shall be retroactive and made to employees within four (4) full pay periods from date of ratification.

Any employee whose employment has terminated prior to the date of ratification, will not be eligible to receive retroactively any increases in salary which they would have received but for the termination of employment.

ARTICLE 8

Probationary Period and Orientation

8.01 Each Employee shall first serve a single probationary period of four hundred and fifty (450) hours worked. In the case of part-time or temporary Employees who upon completion of six (6) calendar months of employment and who have not completed four hundred and fifty (450) hours, their probationary period shall be deemed to have been completed. Casual Employees shall serve a single probationary period of four hundred and fifty (450) hours worked. The Employer shall provide written notice of completion of the Probation Period.

If a Probationary Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or their employment terminated, in writing, at any time during the probationary period without cause, and such dismissal or termination of employment shall be subject to appeal through the grievance procedure but shall not be subject to arbitration.

8.02 By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of one hundred and fifty (150) hours worked. During the extended period if in the opinion of the Employer the Employee is found to be unsatisfactory, such Employee may be dismissed or have their employment terminated in writing at any time. Such dismissal or termination of employment shall not be subject to the arbitration.

8.03 The Employer shall conduct a probationary review of each probationary Employee prior to the end of their probationary period.

8.04 The Employer shall provide a paid orientation for all Employees, including:

- (a) orientation for each shift pattern (days, and/or evenings, and/or nights) that the Employer assigns the Employee to work; and
- (b) an orientation to the site and/or Employer organization;

- (c) ~~new Employees shall be scheduled an Employee's request for up to three (3) paid orientation shifts under guidance or supervision shall not be unreasonably denied.~~ The orientation period may be extended at the Employer's discretion.

ARTICLE 10
Job Postings

10.01 When a new position is created or when a vacancy occurs in any classification covered by this Collective Agreement. The Employer shall post notices of all vacancies not less than seven (7) calendar days in advance of filling the vacancy.

The posting shall contain the following information:

- (a) qualifications and/or competencies as required;
- (b) employment status (Regular, Temporary, Casual);
- (c) classification and hours bi-weekly
- (d) range of rate of pay;
- (e) if temporary, the anticipated duration of such position;
- (f) **the anticipated start date (where known).**

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

All applications for job postings shall be made in writing to the contact person designated on the posting.

10.02 A copy of all job postings shall be forwarded to the Union ~~and the Union shall be advised in writing of all successful candidates.~~

10.03 (a) When filling vacancies, the determining factors shall be job related skills, training, knowledge, ability and experience, and where those factors are considered by the Employer to be equal, seniority shall be the deciding factor.

(b) For vacancies within the bargaining unit the Employer shall give first consideration to applicants who are members of the bargaining unit before considering applicants from outside the bargaining unit.

10.04 When the posting process is completed and the position is awarded, notice of the award will be posted **and a copy provided to the Union Chair** within five (5) working days of the decision.

- 10.05 A successful applicant in a new classification will undergo a trial period for a period of three hundred (300) hours worked.
- 10.06 The successful applicant shall become permanent at the end of the trial period unless:
- (a) the Employee, at any time within the trial period, feels that they are not suitable for the position, and wishes to return to their former position; or
 - (b) the Employer, at any time within the trial period, feels that the Employee is not suitable for the position and requires that the Employee return to their former position.
 - (c) In the event of either (a) or (b) above, the Employee will return to their former position. Any other Employee transferred as a result of the rearrangement of positions shall also be returned to their former position.
- 10.07 A regular Employee who applies for and is successful on a temporary posting shall maintain their status as a regular Employee. A casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a temporary Employee. At the completion of the temporary term, the regular Employee shall return to their former position. At the completion of their temporary term, the casual Employee shall resume the normal terms and conditions of employment applicable to a casual Employee.
- The Parties agree that an Employee who is successful in a temporary posting genuinely intends to stay in the position and will not be allowed to apply for another temporary position within none (9) months of the successful posting.
- 10.08 The foregoing provisions shall be waived by the parties and deemed inoperative when placement of an Employee in a job is effected to accommodate the medical condition of an Employee for a physical or mental disability, to accommodate a request by the Workers' Compensation Board or the underwriters of the long-term disability income insurance plan. The purpose of the waiver is to provide a period of rehabilitative work experience or vocational rehabilitation.

ARTICLE 11 Hours of Work

- 11.01 The hours and days in this article are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of hours of work.
- 11.02 Full-time Employees
- (a) The regular hours of work for Full-time Employees shall be seventy five (75) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal daily hours of work shall be seven point five (7.5) hours, exclusive of meal periods, unless the position necessitates an alteration which shall be subject to mutual agreement between the Employer and the Union.

Part-time Employees

(b) The regular hours of work for Part-time and Casual Employees shall be up to seventy-five (75) hours over a period of fourteen (14) calendar days and the daily hours of work shall be up to seven point five (7.5) hours, exclusive of meal periods. Shifts of shorter duration may be scheduled depending upon operational needs, with no shifts of less than four (4) hours.

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

11.04 Rest Periods

~~All Employees shall be permitted one (1) fifteen (15) minute rest period during each period of three point seven five (3.75) hours of work.~~

11.04 Rest Periods

Employees will be granted breaks within the shift without reduction in pay and without increasing working hours as follows:

Shift Length	Break
4 hours or more	1X 15-minute break
7 hours or more	2X 15-minute breaks

11.05 Meal periods

All Employees shall be permitted one thirty (30) minute unpaid meal period during all shifts greater than five (5) hours.

- (a) The unpaid meal break shall be granted to all Employees at approximately the midpoint of each shift, where practical.
- (b) If an Employee is recalled to duty during their paid rest break, the Employee shall be given a full paid rest break later in their shift, or, where that is not possible, be paid for the break at one point five times (1.5X) their basic rate of pay.
- (c) If an Employee is required to work or is recalled to duty during their meal break, compensating time off for the full meal break shall be provided later in the shift, or the Employee shall be paid at one point five times (1.5X) the basic rate of pay for the full meal break.
- (d) If the Employer requires an Employee to be readily available for duty during their meal break, the Employee shall be so designated in advance and be paid for that meal break at their basic rate of pay.

11.06 Shift Schedules

- (a) Except in cases of emergency or by mutual agreement between the Employee, Employer and the Chapter Chairperson of the Union shift schedules shall provide for:
 - (i) at least eight (8)-hours off duty between shifts;
 - (ii) not more than six (6) consecutive scheduled days of work;
 - (iii) two (2) consecutive days of rest;
 - (iv) no split shifts;
 - (v) no shift shall be less than four (4) hours.
- (b) The Employer, in scheduling shifts shall take into consideration an Employees request for certain shift schedules subject to the requirements of Article 11.06
- (c) Except by mutual agreement between the Employer and the Union, an Employee shall receive at least one (1) weekend off in two (2) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purposes of this Article

11.07 Posting of Shift Schedules

The shift schedules will be posted on the notice board, at least four (4) weeks prior to the effective date of the schedule. When a change is made in the shift schedule by the Employer, the Employee shall be informed and when the change is made with less than three (3) calendar days' notice the Employee shall be paid at time and one half (1.5X) their rate of pay for the first shift of the changed shift schedule. In the event of an act of God or emergency such as fire, flood or other circumstances beyond the control of the Employer, the three (3) day notice period will not apply.

11.08 Requests for specific days off shall be submitted in writing to a supervisor one (1) week prior to the posting of each schedule. **The Employer's response to such requests shall be provided in writing and recorded on the shift schedule.**

11.09 Shift Exchanges

- (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.
 - (iii) and there is no additional cost to the Employer.
- (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.

11.10 The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be entirely within the calendar day in which the majority of hours fall regardless of what calendar day and part of such shift was actually worked. 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 seven (7) days of the week.

11.11 Additional Casual-Shifts

Part-time Employees wishing to work additional hours and who so indicate in writing on a monthly basis to the Employer, shall be given preference and first opportunity to work any additional hours. Where more than one Part-time Employee has requested to work additional hours, the hours will be offered to the Employee within the unit having the most seniority. If all available shifts are not filled, then casual Employees may be assigned shifts as equitably as possible.

11.12 Any Employee who reports for work, as requested, or scheduled, and is sent home for any reason other than disciplinary, shall be paid for three (3) hours at the Employee's regular rate of pay.

11.13 On the day fixed by proclamation, in accordance with the Daylight Savings Time Act, for 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 (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 12
Overtime

12.01 Overtime Defined

Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point five (7.5) hours in a day or seventy-five (75) hours in a bi-weekly per pay period.

The Employer shall not unreasonably deny authorization for LPNs after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

The overtime rate is:

One and one-half times (1 1/2X) the applicable basic hourly rate for the first two (2) hours of overtime worked and two times (2X) the applicable basic hourly rate thereafter.

Overtime shall be on a voluntary basis.

- 12.02 Part-time Employees who are regularly scheduled to work less than seventy-five (75) hours in a bi-weekly pay period will not qualify for overtime unless they have completed seventy-five (75) hours of work in the bi-weekly pay period or in excess of seven point five (7.5) hours in a day.
- 12.03 An Employee who is absent on paid time during their scheduled work week because of sickness, Union leave, bereavement, holidays or vacation shall, for the purpose of computing overtime pay, be considered as if the Employee had worked during their regular hours during such absence.
- 12.04 Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by December 31st in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to December 31st and shall not be unreasonably denied.
- 12.05 In the Event an Employee works a double shift, the Employee shall be provided with access to a meal during the second shift at no cost to the Employee. **If such meal is not provided or available at the workplace, Employees shall be reimbursed up to twenty (\$20) dollars provided that a receipt is provided, and the meal was purchased during the scheduled double shift worked.**

ARTICLE 14

Shift Premiums

- 14.01 Licensed Practical Nurses (LPN) & Health Care Aide (HCA) Weekday (Mon-Fri) Premiums
- Evening Premium
- (a) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked on the evening shift (1500 - 2300).
- (b) **Effective on the first full pay period following ratification, the Evening Premium shall be increased to two dollars and twenty-five cents (\$2.25).**

Night Premium

- (c) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars and fifty (\$2.50) per hour for all hours worked on the night shift (2300 - 0700).
- (d) **Effective on the first full pay period following ratification, the Night Premium shall be increased to two dollars and seventy-five cents (\$2.75).**

14.02 Licensed Practical Nurses (LPN) & Health Care Aide (HCA)-Weekend (Sat-0001hrs to Sun-2359 hrs) Premiums

- (a) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked on the day shift (0700 - 1500).
 - (i) **Effective on the first full pay period following ratification, the Weekend Premium shall be increased to two dollars and twenty-five cents (\$2.25).**
- (b) In addition to their regular rate of pay, Employees shall be paid a premium of three dollars (\$3.00) per hour for all hours worked on the evening shift (1500 - 2300).
 - (i) **Effective on the first full pay period following ratification, the Weekend Evening Premium shall be increased to three dollars and twenty-five cents (\$3.25).**
- (c) In addition to their regular rate of pay, Employees shall be paid a premium of four dollars (\$4.00) per hour for all hours worked on the night shift (2300 - 0700).
 - (i) **Effective on the first full pay period following ratification, the Weekend Night Premium shall be increased to four dollars and twenty-five cents (\$4.25).**

14.03 All other Employee Classification Weekday (Mon-Fri) Premiums

In addition to their regular rate of pay, Employees shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between (1900 - 0700).

- (i) **Effective on the first full pay period following ratification, the Premium shall be increased to one dollar and seventy-five cents (\$1.75).**

14.04 All other Employee Classification Weekend (Sat-0001hrs to Sun-2359 hrs) Premiums

In addition to their regular rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked between 0001Hrs Saturday and 2359Hrs Sunday.

- (i) Effective on the first full pay period following ratification, the Weekend Premium shall be increased to two dollars and twenty-five cents (\$2.25).

ARTICLE 17
Named Holidays

17.01 The following are the Named Holidays:

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

17.02 To qualify for a Named Holiday with pay, the Employee must:

- (a) work their scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
- (b) work on the holiday when scheduled.

17.03 Regular Full-time Employees and Regular Part-time Employees shall be entitled to a day off with pay on a Named Holiday. A Regular Full-time Employee and Regular Part-time Employees required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5 X) the basic rate of pay, plus:

- (a) the Employee may request payment for such day at the basic rate of pay;
or
 - (b) an alternate day off at a mutually agreed time to be used within a ninety (90) day period after the holiday; or
 - (c) failure to mutually schedule the lieu day will result in the Employer paying an additional day.
- (b) an alternate day off at a mutually agreed time to be used within a ninety (90) day period after the holiday; or

- (c) failure to mutually schedule the lieu day will result in the Employer paying ~~an additional~~ **the alternate day.**
- 17.04 When a paid holiday falls on a day that would otherwise be a Regular Full-time Employee's and Regular Part-time Employee's regularly scheduled day off, the Employee shall receive an alternate day off with pay as outlined in Clause 17.03 above.
- 17.05 When a Named Holiday falls during a Full-time Employee's and Regular Part-time Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as per Article 17.03 above.
- 17.06 An Employee shall not be entitled to payment for a Named Holiday or a day off in lieu thereof when the Employee is:
- (a) on layoff;
 - (b) in receipt of Workers' Compensation benefits;
 - (c) on an unpaid leave of absence;
 - (d) on other leaves of absence in excess of fifteen (15) days;
- 17.07 Nothing in this Article shall prevent the Employee and the Employer from agreeing to any combination of time and one half plus a day in lieu or a day's pay and time and one half in lieu for Full-time Employees and Regular Part-time Employees who work on any of the paid holidays in Clause 17.01.
- 17.08 All attempts will be made to ensure that if a person worked Christmas day, they will have New Year's Day off. All attempts will be made to alternate Christmas day and New Year's Day from year to year. The Employer will endeavour to accommodate all requests in a fair and equitable manner.

ARTICLE 18
Annual Vacation

- 18.01 For the purpose of this Article, "Vacation" means vacation with pay.
- 18.02 Vacation Entitlement for Full-time Employees and Regular Part-time Employees, during each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such services as follows:
- (a) During the first (1st) through fourth (4th) year of such employment, an Employee earns a vacation entitlement of two (2) weeks or seventy-five (75) hours and four percent (4%) of gross earnings;
 - (b) During each of the fifth (5th) through seventh (7th) years of employment, an Employee earns a vacation entitlement of three (3) weeks or one hundred and twelve point five (112.5) hours and six percent (6%) of gross

earnings;

- (c) During the eighth (8th) year of employment and beyond, an Employee earns a vacation entitlement of four (4) weeks or one hundred and fifty (150) hours and eight percent (8%) of gross earnings;

18.03 Regular Part-time Employees shall be paid the appropriate percentage of gross earnings provided in Clause 18.02 each pay-period.

18.04 Vacation with pay shall not accrue during periods while:

- (a) on layoff;
- (b) on unpaid absence during which the Employee is in receipt of WCB benefits;
- (c) on leave of absence in excess of fifteen (15) calendar days for any reason.

18.05 Time of Vacation

All vacation shall be taken at a mutually agreeable time. The Employer shall post the vacation schedule planner from April 15th to May 15th of each year. Where an Employee submits their vacation preference by May 15th of that year, approval shall be granted in writing by order of seniority by June 1st of the same year. Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken. For the purposes of this agreement the annual vacation year is from June 1st to May 31st.

When an Employee submits a request in writing after May 15th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) days of the request.

An Employee who does not select vacation on the schedule planner may take vacation at a time approved by the Employer and not in conflict with the Employees who have selected on the vacation planner. **Vacation requests outside of the annual vacation scheduling process shall be considered on a first come first served basis.**

18.06 Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

18.07 The Employer shall advise an Employee of their accrued vacation entitlements on their biweekly pay stub.

18.08 Vacation Pay on Termination

An Employee upon termination shall receive vacation pay at their basic rate of pay for all vacation earned.

ARTICLE 19

Sick Leave

19.01 Sick leave is for the sole purpose of protecting full-time and regular part-time

Employees from loss of income when legitimately absent due to a non-occupational illness or disability.

- 19.02 Full-time Employees who have completed their probationary period shall be credited with twelve (12) sick leave days and Part-time Employees who have completed their probationary period shall be credited with eight (8) sick leave days per calendar year. Full-time Employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of one (1.0) day per month worked to a maximum of twelve (12) working days per year. Regular part-time Employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of zero point sixty-six (0.66) days per month worked to a maximum of eight (8) working days per year. ~~There will not be any carry over of~~ **Up to six (6) unused sick days shall be carried over** to the next year. **There shall be no more than eighteen (18) Full-time sick leave days and no more than fourteen (14) sick leave days per year.**
- 19.03 Subject to the above, Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 19.04 Wage replacement will commence upon the first (1st) day of illness or disability.
- 19.05 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall with the approval of the Employer be placed on leave of absence without pay provided the illness is verifiable.
- 19.06 Any eligible Employee claiming sick leave under this Article shall notify the Employer at least four (4) hours ~~notice~~ before the Employee would normally report for work. It is understood that the Employee shall supply a medical certificate to the Employer for periods of illness or disability, should the request for sick leave exceed two (2) or more days and may be required on the first (1st) day of illness or disability.
- 19.07 As per article 23.10, Casual Employees will not be entitled to sick leave.

ARTICLE 21 Leave of Absence

21.01 General Conditions

- (a) Requests for a leave of absence, without pay or benefits of Employer contributions will, where possible, be made in writing to the proper officer of the Employer four (4) 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 Employer, 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) days of receipt of the request. Such

requests shall not be unreasonably denied. When the Employer denies such requests, a written reason shall be provided.

- (b) 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 plans specified in Article 31, provided that the Employee makes prior arrangements to pay full premium costs. Employees shall provide post-dated cheques for the premium costs. In the event of failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment and other requirements of the Underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave 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 their position, 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. Employees granted leave of absence shall be required to use up accumulated vacation entitlement prior to returning to duty.

~~21.02 (a) — Maternity Leave~~

- ~~(i) — An Employee who has completed ninety (90) days of continuous employment shall, upon their written request, providing at least twenty eight (28) calendar days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the estimated date of delivery, provided that the Employee commences maternity leave no later than the date of delivery. 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. The Maternity Leave to which a pregnant Employee is entitled is a period of not more than sixteen (16) weeks, however, the Employee may combine the period of maternity with entitlement under Parental Leave, for a total period of seventy eight (78) weeks. Maternity leave shall not exceed seventy eight (78) weeks unless mutually agreed 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 of or all the period of the extension.~~
- (b) — (i) — Subject to Section (ii) an Employee on maternity leave shall provide

~~the Employer with at least twenty-eight (28) calendar days' notice of readiness to return to work, following which the Employer will reinstate theirthe Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to their up to the date the Employee commenced leave.~~

~~(ii) In the event that during the period of an Employee's maternity 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 work force or resumed operations on the expiry of the Employee's maternity 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.~~

21.02

(a) Maternity Leave

(i) An Employee who has completed ninety (90) days of continuous employment shall, upon their written request, providing at least ~~twenty-eight (28) calendar days~~ **six (6) weeks'** advance notice, be granted maternity leave to become effective at any time during the ~~twelve (12)~~ **thirteen (13)** weeks immediately preceding the estimated date of delivery, provided that the Employee commences maternity leave no later than the date of delivery. 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. The Maternity Leave to which a pregnant Employee is entitled is a period of not more than sixteen (16) weeks, however, the Employee may combine the period of maternity with entitlement under Parental Leave, for a total period of seventy-eight (78) weeks.

If pregnancy loss occurs within sixteen (16) weeks of the estimated due date, the employee is still entitled to maternity leave but is not entitled to parental leave. The leave will end sixteen (16) weeks after it begins.

~~Maternity/Parental~~ **The combined period of leave shall not exceed seventy-eight (78) weeks unless mutually agreed 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 of or all the period of the extension.

(b) (i) Subject to Section (ii) an Employee on maternity leave shall provide the Employer with at least ~~twenty-eight (28) calendar days'~~ **four (4) weeks'**

notice of readiness to return to work, following which the Employer will reinstate ~~their~~ **the Employee** in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to their up to the date the Employee commenced leave.

- (ii) In the event that during the period of an Employee's maternity 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 work force or resumed operations on the expiry of the Employee's maternity 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.

21.03

Parental or Adoption Leave

- (a) An Employee who has completed ninety (90) days of continuous employment shall upon written request, giving ~~twenty-eight (28) calendar days'~~ **six (6) weeks'** notice before making application for Parental or Adoption Leave (**unless prior notice was already given for Maternity Leave**), be granted leave without pay for up to sixty-two (62) weeks. **Leave can start any time after the birth or adoption of a child but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.**
- (b) Where the Employee is unable to comply with (a), the Employee may commence adoption leave upon one (1) days' notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c)
 - (i) Subject to section (ii) an Employee granted adoption/parental leave shall provide the Employer with ~~twenty-eight (28) calendar days'~~ **four (4) weeks'** notice of readiness to return to work, following which the Employer will reinstate ~~their~~ **them** in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to their up to the date the Employee commenced leave.
 - (ii) In the event that during the period of an Employee's parental/adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the work force or discontinuation of the undertaking or activity and the Employer has not increased the work 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.

21.03 Parental or Adoption Leave

- (a) ~~An Employee who has completed ninety (90) days of continuous employment shall upon written request, giving twenty eight (28) calendar days' notice before making application for Parental or Adoption Leave, be granted leave without pay for up to sixty two (62) weeks.~~
- (b) ~~Where the Employee is unable to comply with (a), the Employee may commence adoption leave upon one (1) days' notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.~~
- (c) (i) ~~Subject to section (ii) an Employee granted adoption/parental leave shall provide the Employer with twenty eight (28) calendar days' notice of readiness to return to work, following which the Employer will reinstate their in the same or an equivalent position at not less than the same step in the pay scale and other benefits that acerue to their up to the date the Employee commenced leave.~~
- (ii) ~~In the event that during the period of an Employee's parental/adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the work force or discontinuation of the undertaking or activity and the Employer has not increased the work 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.~~

21.04 Court Appearance

When a Regular Full-time or Regular Part-time Employee is subpoenaed as a witness at court or is required for jury selection or duty, the Employer will pay the Employee's regular wages for the scheduled shifts while in such attendance, less the amount paid to the Employee for such attendance at court or for jury selection or duty.

21.05 Bereavement Leave

- (a) In the event of a death of an immediate family member as defined below, an Employee shall be entitled to receive three (3) consecutive days bereavement leave without loss of pay for regularly scheduled shifts lost from work during the period of mourning.

Immediate family means: spouse [same or opposite gender including common-law that has co-habitated with the Employee for at least one (1) year, fiancé(e), child, parent [including step-parent], siblings [including step-brother or sister], current in-law relationships [including mother,

father, brother, sister, son or daughter], grandparents and grandchildren.

- (b) Where travel requirements of total travel of more than two hundred and fifty (250) kilometers, or other special circumstances, the Employer may extend bereavement leave by two (2) additional days.
- (c) In the event of a death of another relative or close friend, the Employer may grant one (1) working day off with pay to attend the funeral services.

21.06

Compassionate Care Leave

- (a) When a regular Employee with a qualified person in the end-stage of life, who is dying or at significant risk of death within six (6) months, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of up to six (6) weeks. Qualified person means an immediate family member defined as mother, father, spouse including fiancé(e) or child in accordance with the compassionate care benefit under Employment Insurance legislation.
- (b) In order to qualify for leave under this provision, the Employee shall meet the eligibility requirements of the Employment Insurance regulations.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.

21.07

The Employer shall apply all statutory unpaid leave provisions as outlined under the Alberta *Employment Standards Code*. Information regarding statutory leaves is available on-line at:

<https://www.alberta.ca/employment-standards.aspx>

ARTICLE 31

Benefits

31.01

Regular Employees who are regularly scheduled to work fifteen (15) or more hours per week, are eligible to participate in the benefits plans.

31.02

The Employer will provide the following benefit plans:

- (a) A Health Benefit Plan which provides for (i) reimbursement for eighty percent (80%) for all medications and supplies prescribed by a physician or dentist, and (ii) reimbursement for services provided by registered paramedics including chiropractor, osteopath, naturopath, podiatrist, physiotherapist, massage therapist, speech therapist, and psychologist, to an annual maximum of \$250 per type of paramedic practitioner. Benefit coverage will cease on the earlier of termination of employment or retirement.

- (b) A Dental Plan which provides one hundred percent (100%) reimbursement of eligible basic services (including maintenance check ups, fillings, x-rays, oral surgery, endodontics, periodontics and denture repairs), with the fees to be determined in accordance with the current-year Alberta Dental Fee Guide and fee schedule. Benefit coverage will cease on the earlier of termination of employment or retirement.
 - (c) Group life insurance and accidental death and dismemberment insurance, each in the amount of ~~\$30,000~~\$50,000. Benefit coverage will cease on the earlier of termination of employment or attaining the age of 65.
- 31.03 The Employer shall pay seventy percent (70%) and the Employee shall pay thirty percent (30%) of the premiums for the benefits plans.
- 31.04 The operation of the benefit plans shall be governed by the terms and conditions of the contracts between the Employer and the benefit insurers.
- 31.05 The Employer shall make information booklets available to eligible Employees who participate in the benefit plans.

ARTICLE 34
Retirement Savings Plan

- 34.01 The Employer will offer an Employee self-directed, Registered Retirement Savings Plan (RRSP) for Regular Full-time and Regular Part-time Employees (who are normally scheduled to work forty (40) hours bi-weekly or more of the normal work hours in a bi weekly pay period.) Participation will be on a voluntary basis.
- 34.02 Employees on the Employer's payrolls as of the date of ratification of this Collective Agreement are eligible to enroll in the Plan without any eligibility period. For person hired on or after the date of ratification, the eligibility period is completion of six (6) months service.
- 34.03 Employees who wish to participate will contribute: ~~Effective January 1, 2020,~~ **up to** three percent (3%) per hour worked, matched by the Employer on a dollar for dollar basis, up to a maximum of three percent (3%) of regular earnings.
- Regular earnings (wages) is defined as the basic straight time wages for all hours worked, including: (i) the straight time component of hours worked on a holiday; (ii) holiday pay, for hours not worked; and (iii) vacation pay. All other payments, premiums, allowances etc. are excluded.

Whereas the Alberta Union of Provincial Employees, Local 047 Chapter 043 (hereinafter referred to as the "Union") and Revera Riverbend (hereinafter referred to as the "Employer") are negotiating a replacement collective agreement; and, the Union and the Employer now agree to renew as "Current Agreement" such Articles as follows:

Purpose and Preamble

Article 5 Management Rights

Article 15 Union Stewards

Article 16 Staff Parking

Article 20 Workers' Compensation

Article 23 Casual Employees

Article 27 Grievance Procedure

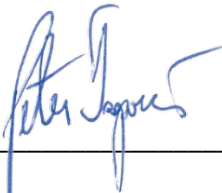
Article 28 Employee Management Advisory Committee (EMAC)

Article 33 Contracting Out

The Union and the Employer further agree that, where required, consequential amendments shall be made to the above-mentioned Articles as a result of any changes, modification and/or amendments arising from the subsequent negotiations of, and the subsequent agreements reached of those Articles and Letters of Understanding opened by either the Union of the Employer during this round of collective bargaining

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: November 29, 2022

DATE: November 28, 2022

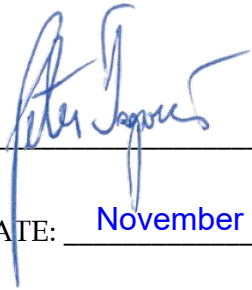
Classification Name Changes
Salary Schedules

The parties are agreed to amend the names of the following classifications on the Salary Schedules:


- ~~Angels (Companions)~~
- **Activities** Activity Living Aide
- **Activity** Living Aide/ Bus Driver

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: November 29, 2022



DATE: November 29, 2022

The parties are agreed on amendments to this Article, although final agreement on 1.01 (duration) may be amended subject to monetary negotiations.

ARTICLE 1
Term of Collective Agreement

- 1.01 Except where otherwise stated in this Collective Agreement, this agreement including appendices, unless altered by mutual consent of both Parties, shall be in force and effect from January 1, ~~2018-2020~~, up to and including December 31, ~~2020~~ **2023** and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 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.
- 1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- 1.04 The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.
- 1.05 **Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope, or by receipted courier, or by facsimile addressed in the case of the Employer to:**

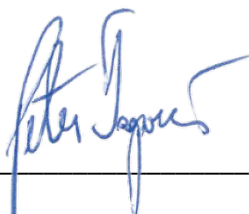
**Executive Director
Riverbend Retirement Residence
103 Rabbit Hill Court NW
Edmonton, AB T6R 2V3**

and in the case of the Union to:


**The President
The Alberta Union of Provincial Employees
10451 170 Street NW
Edmonton AB TSP 4S7**

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: November 29, 2022



DATE: November 29, 2022

ARTICLE 2
Definitions

- 2.01 "Code" means Labour Relations Code, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the appropriate section of the Code dealing with the resolution of a dispute or difference.
- 2.03 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Basic Rate of Pay" shall mean the incremental step in the Salaries Appendix applicable to an Employee in accordance with the term of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Continuous Employment" shall mean the period of uninterrupted employment within the Bargaining Unit.
- 2.06 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee shall 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 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 regular 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; or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.
 - (c) "Temporary Employee" is one who is hired on 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 leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months;

Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

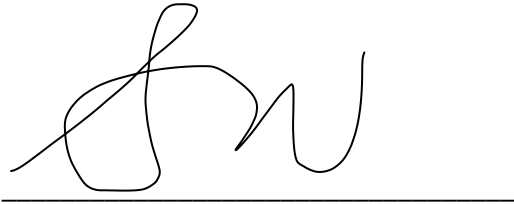
- 2.07 "Employer" shall mean and include such officers as may from time to time be appointed or designated to carry out administrative duties in respect of the operation and management of the Riverbend Retirement Residence.
- 2.08 "Facility" means the care facility named as "Employer" in this Collective Agreement.
- 2.09 "Licensed Practical Nurse (L.P.N.) Registration" shall take meaning from the Health Professions Act R.S.A. 2000, c.H-7 as amended. Registration is not membership in the Union.
- 2.10 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
- (a) "Shift Cycle" means the period of time when the shift schedule repeats itself. Where the shift schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding four (4) weeks.
- (b) "Shift Pattern" means days and/or evenings and/or night shifts.
- 2.11 "Month" is the period of time between the date in one month and the preceding date in the following month.
- 2.12 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.13 "Local" means the Local of AUPE.
- 2.14 "Week" or "Block of Shifts" means a period of seven (7) successive days beginning with Monday at 0001 hours.
- 2.15 "Shall" shall be interpreted to be mandatory rather than directory.
- 2.16 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- ~~2.17 "Graduate Practical Nurse" ("GPN") shall mean an Employee awaiting the writing of the national exam and currently holding a temporary license with the College of Licensed Practical Nurses.~~
- 2.187 "Position" shall mean:
- (a) the Employee status
- (b) the classification
- (c) the number of scheduled bi-weekly hours
- 2.198 "Status" shall mean either full-time or part-time or temporary or casual as defined above.

2.2019 "Classification" shall mean job title and pay scale established for the job title.


2.210 "Parties" shall mean AUPE and the Riverbend Retirement Residence.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: January 30, 2023



DATE: November 28, 2022

ARTICLE 13
Salaries

- 13.01 The basic rate of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 13.02 Wage rates are effective on the dates specified in the Wage Schedule.
- 13.03 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) Full-time, Part-time and Casual Employees in General Support Classifications upon the completion of the probationary period of four hundred and fifty (450) hours and further increments upon the completion of one thousand nine hundred fifty (1950) hours paid.
 - (b) Full-time, Part-time and Casual Employees hired as Health Care Aide and Licensed Practical Nurse upon the completion of the probationary period of four hundred and fifty (450) hours and further increments upon the completion of one thousand nine hundred fifty (1950) hours paid.
- 13.04 (a) For the purpose of establishing the basic rate of pay on hire, the Employer shall recognize previous experience satisfactory to the Employer provided that not more than two (2) years have elapsed since such experience was obtained.
- (b) Previous experience will be recognized in complete yearly units of one thousand nine hundred fifty (1950) hours.
- 13.05 When an Employee transfers to a classification with a lower rate of pay their salary shall be adjusted immediately to the basic rate the Employee would have been entitled to had the Employee been on the lower rated classification from commencement of employment.
- 13.06 Employees required by the Employer to attend mandatory staff meetings, shall be paid at the applicable rate of pay for attendance at such meetings.
- 13.07 There shall be no pyramiding of differentials, premiums, and bonuses for purposes of computing overtime hourly rates, unless so stated expressly in this agreement.
- 13.08 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.
- 13.09 **Payroll errors resulting in an underpayment of more than one hundred dollars (\$100) shall be corrected within one (1) week of notification and shall be paid on a separate deposit, otherwise such payroll errors will be corrected on the employee's next regular pay period.**



DATE: _____
March 20, 2023



DATE: _____
March 13, 2023

ARTICLE 24
Layoff, Recall and Severance

24.01

Where, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the work force or reduction in regularly scheduled hours of work of a regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee in writing at least fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days' notice shall not apply where layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer.

Where the layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer, the fourteen (14) calendar days' notice is not required.

Employees will be laid off in reverse order of seniority provided that the remaining Employees have the skills, training, knowledge and ability to perform the work. No full time Employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part time Employees.

In the case of a layoff, the Employer will:

- (i) Advise the Union, in advance, of the need to reduce hours or the number of Employees.
- (ii) Meet with the Union to discuss ways to mitigate the effects of the layoff, including the possibility of voluntary layoff or other solutions.
- (iii) During the above meeting the Employer and Union will agree to a process to be used during the layoff.

Layoff Procedure

- Step 1 – Discuss proposed layoff procedure with Union Representative.
- Step 2 – Provide Union with bi-weekly reductions of hours per classification.
- Step 3 – Provide the Union with revised blank schedules (of classifications that are directly affected or could be affected). Any concerns with proposed schedules are reviewed and discussed.
- Step 4 – Provide the Union with an updated Seniority List.
- Step 5 – Employees are informed of the reductions and explained the layoff process.
- Step 6 – Management and the Union will set a date for Employees to pick their position.

Employees will be scheduled in appropriate time intervals in accordance with the updated seniority list (most senior first) in order to allow the Employee sufficient time to make their choice. Employees will be entitled to either indicate their choice using the procedure above or accept the layoff.

Both management and union representatives will be present at the meeting.

The Employees will also have the choice of coming in or providing a number where they can be reached at their set time. Employees put

their name down on any available position (providing qualified).

Step 7 - Employees with no available positions would receive their required working notice period or pay in lieu of notice.

Step 8 - At the conclusion of this notice period the new schedule becomes active.

24.02

Application

In this provision, classification means all classifications and status means Full-time or Part-time.

- (a) In the event of a reduction in the workforce, a displaced Regular Employee may displace a less senior Regular Employee in the same classification within the same status.
- (b) When a displaced Regular Employee is unable to displace someone with the same classification and status, such displaced Employee may displace a less senior Employee in the same classification with a different status.
- (c) When an Employee is on an approved leave of absence, or Workers' Compensation Benefits the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.

24.03

Employee Benefit Coverage During Layoff

- (a) The Employer shall make payment for its share of the full premium of benefits on behalf of a laid off Employee for a maximum of one (1) month's premium.
- (b) Employees laid off for more than one (1) month may, with the assistance of the Employer, make prior arrangements for payment of the full premiums of the benefits for a maximum of three (3) months.

24.04

Recall

- (a) Employees will be recalled in reverse order of layoff provided that the remaining Employees have the skills, training, knowledge and ability to perform the work.
- (b) The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of the same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed but, in any event, shall notify the Employer of their intent no later than five (5) days following the delivery date.
- (c) No new Regular Employees will be hired where there are other Employees who are on layoff, who are capable of performing the work available.

24.05

Other than for the continuation of the seniority held at the time of layoff, an Employee's rights while on layoff shall be limited to the right of recall. Seniority shall not accumulate while an Employee is on layoff.

24.06

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. Where an Employee on layoff occupies a temporary position, the twelve (12) month period shall be suspended during their temporary position and shall recommence upon the termination of the temporary position for the balance of the twelve (12) month recall period.

24.07

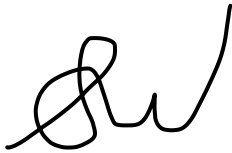
Casual Shifts

- (a) Regular Employees who have been reduced in regular hours of work through the application of Article 24, and Employees on layoff shall indicate in writing on a monthly basis to the Employer their availability to work casual shifts (i.e. work opportunities of three (3) months or less).
- (b) Casual shifts shall be offered to Employees by seniority provided that the Employees have the skills, training, knowledge and ability to perform the work.
- (c) Regular Employees who have been reduced in regular hours shall be given first opportunity to casual shifts. Regular Employees on full layoff who refuse casual shifts may do so without adversely impacting their recall rights.

24.08

Severance

Commencing on the date of ratification of this agreement, in the event of layoff resulting in permanent reductions of regular Employees, notice or pay in lieu of notice shall be granted at the rate of one (1) week per year to a maximum of eight (8) weeks.



March 20, 2023

DATE: _____

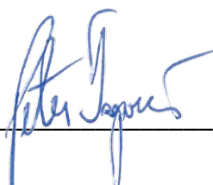
DATE: _____ March 13, 2023 _____

ARTICLE 25
Discipline, Dismissal and Resignation


- 25.01 In the event an Employee is given a written warning, it shall be within ten (10) days of the date the Employer concludes their investigation. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 25.02 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union (Membership Services Officer) within five (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) days of the date that the Employer concludes their investigation. When action involves a suspension, the notice shall specify the time period of the suspension.
- 25.03 By an appointment made at least one (1) working day in advance, an Employee and/or their Union representative, shall have access to their personnel records during the grievance process or at least once per year, in the presence of the Executive Director or their designate.
- 25.04 The Employer will schedule a disciplinary discussion or investigation with an Employee, where such investigation is under the discretionary control of the Employer, by giving reasonable advance notice. The Employer will advise an Employee of their right to be accompanied by a Union Representative at such discussions or investigations.
- 25.05 ~~An Employee who has been subject to disciplinary action may after~~ **After** two (2) years of continuous service from the date ~~thea~~ disciplinary measure was invoked, **an Employee who has been subject to disciplinary action request in writing that shall have** their personnel file be **deemed** 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. **Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the two (2) year period noted above.**
- 25.06 In the event an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and a written copy shall be forwarded to the Union.
- 25.07 An Employee absent for three (3) consecutive work days without notifying the Employer, shall be considered to have vacated their position except where the Employee subsequently provides reasons acceptable to the Employer.
- 25.08 Fourteen (14) calendar days' notice in writing shall be given by the Employee resigning from the Employer.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: November 29, 2022



DATE: November 29, 2022