

MEMORANDUM OF SETTLEMENT

B E T W E E N:

**HCN-REVERA LESSEE (THE CHURCHILL) LP by its general partner HCN-REVERA LESSEE
(THE CHURCHILL) GP INC. operating as "The Churchill"**

-and-

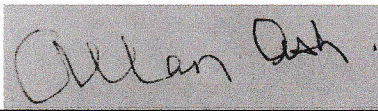
**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 047 CHAPTER 007
(THE UNION)**

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, 2020, to December 31, 2022.
3. The parties further agree that the Collective Agreement shall incorporate all the terms of the previous Collective Agreement, which expired on December 31, 2019, including all matters settled and agreed to by the parties and attached hereto as Appendix "A" and identified as AGREED.
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 All other issues or items in dispute for both parties are withdrawn.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 complete acceptance of all the terms of this Memorandum of Settlement to their respective principals.

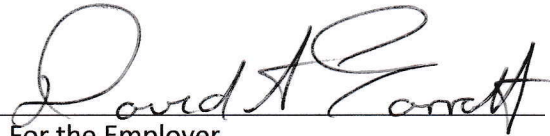


8. The parties agree to meet on a mutually agreed to date for the purposes of proofreading a draft revised Collective Agreement incorporating the terms of this Memorandum of Settlement. The parties agree to meet on a mutually agreed to date for the purposes of signing the final agreement.

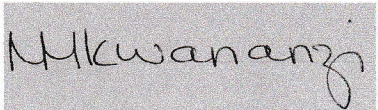
THIS AGREEMENT DATED THIS 16th DAY OF AUGUST 2021.



For the Union



For the Employer



For the Union

For the Employer



For the Union

For the Employer

For the Employer

APPENDIX "A" - AGREED ITEMS

LETTER OF AGREEMENT

Uniforms

Upon ratification, the Employer will communicate to all employees as soon as possible that requests for new uniform(s) would be considered so that employees have acceptable uniforms (2 for FT/PT TOTAL, 1 for casuals) provided:

- the Employee had not already received Employer provided uniforms in 2021 so that FT/PT have 2 acceptable uniforms in total and Casuals have 1;
- the Employee demonstrates through showing their uniforms to their Manager that the Employer provided uniforms in their possession are no longer acceptable (for example, faded/stained/torn/do not fit and can't be worn); and
- the Employee submits such request within three weeks of the Employer's communication from the Employer regarding uniforms.

Employees who have been or are issued Employer provided uniform(s) in 2021 will not receive Uniform Allowance until January 1, 2022.

This Letter of Agreement will not be contained in the collective agreement.

ARTICLE 1

TERM OF COLLECTIVE AGREEMENT

AMD 1.01

Except where otherwise stated in this Collective Agreement, this Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from January 1, 2017 2020 up to and including December 31, 2019 2022 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.

Title Change Only:

ARTICLE 6
NO DISCRIMINATION / NO HARASSMENT / RESPECT IN THE WORKPLACE



ARTICLE 8

PROBATIONARY PERIOD AND ORIENTATION

- AMD 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;
 - (b) an orientation to the site and/or Employer organization; and
 - ~~(c) an Employee's request for up to three (3) paid orientation shifts under guidance or supervision in resident care shall not be unreasonably denied. The orientation period may be extended to five (5) shifts at the Employer's discretion.~~
 - (c) 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 9
SENIORITY

- NEW 9.06 An Employee shall lose all seniority and shall be deemed to have quit the employ of the Employer and the employment of the Employee shall be deemed to have been terminated without further notice if an Employee is absent from work for thirty (30) months due to illness or accident. Such period may be extended where there is a medically supported expectation of a return to work. The Employer agrees to abide to any obligations they may have under the Alberta Human Rights Act when applying this Article.

ARTICLE 17
STAFF PARKING

- AMD 17.01 Employees shall be provided with secure underground parking during their working hours.

ARTICLE 22
LEAVE OF ABSENCE

- AMD 22.02 (a) Maternity Leave
- (i) An Employee who has completed ~~fifty-two (52) weeks~~ **ninety (90) days** of continuous employment shall, upon her 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 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. The Maternity Leave to which a pregnant Employee is entitled is a period of not more than fifteen (15) sixteen (16) weeks, however, the Employee may combine the period of maternity with entitlement under Parental Leave, for a total period of fifty-two (52) seventy-eight (78) weeks. Maternity leave shall not exceed fifty-two (52) 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 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, 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.

AMD 22.03

Parental or Adoption Leave

- (a) An Employee who has completed ~~fifty-two (52) weeks~~ **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 ~~thirty-seven (37) sixty-two (62) weeks~~.
- (b) Where the Employee is unable to comply with (a), the Employee may commence Adoption Leave upon one (1) day's 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 Parental or Adoption Leave shall provide the Employer with twenty-eight (28) 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 Parental or 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.

ARTICLE 25
LAYOFF, RECALL AND SEVERANCE

AMD 25.02

Notice of Layoff

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 day's 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.

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.

ARTICLE 31
UNIFORMS AND PROTECTIVE APPAREL

- AMD 31.01 ~~The Employer will supply Uniforms and maintain Uniforms as follows:~~
- (a) ~~Dietary Aides~~
The Employer will supply and launder aprons and ties for all Employees.
- (b) ~~HCA's and LPN's~~
The Employer will supply aprons and vests for all Employees.
- (c) ~~Housekeepers~~
The Employer will supply and launder aprons for all Employees.
- (d) ~~Maintenance Staff~~
The Employer will supply three pairs of work pants and three shirts to all Employees.
- (e) ~~Cooks~~
The Employer will supply and launder jackets, aprons, hats and pants to all Employees.
- The Employer shall provide a uniform allowance for all employees who are required by the Employer to wear a uniform which shall be paid at the rate of eight cents (\$0.08) per hour paid. The uniform allowance will be payable on a bi-weekly basis.

- NEW 31.02 Uniform allowance is for the sole and exclusive purpose of maintaining appropriate work attire at all times. Employees shall have the responsibility of

cleaning and maintaining their uniform in a state of good repair. Employees may be required to replace their uniform if it is not in a state of good repair.

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

- 31.023 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*.
- 31.034 Where in the opinion of the Employer, protective and safety footwear [including non-slip] are required, the Employer shall reimburse Maintenance Employees for the cost of authorized replacement of CSA approved safety footwear once in each calendar year, to a limit of two hundred dollars (\$200.00) upon submission of proof of purchase.
- 31.05 The Employer will inform Employees of any changes to Employee uniforms prior to implementation.

ARTICLE 33
RETIREMENT SAVINGS PLAN

- AMD 33.01 The Employer will ~~establish~~ **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.
- AMD 33.03 Employees who wish to participate will contribute:
Effective ~~January 1, 2018~~, 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.

ARTICLE 34
REGISTRATION FEES

- 34.01 Effective January 1, ~~2017~~ **2020**, a Licensed Practical Nurse who is a point four Full-time equivalent (0.40 FTE) position or 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 two hundred **fifty** dollars (~~\$200.00~~ **\$250.00**) reimbursement for his/ her CLPNA registration.



CHURCHILL RETIREMENT COMMUNITY SALARY SCHEDULE

Rate of Pay Per Hour & Effective Dates

Schedule "A" - Rates of Pay

		Current Rate	Jan 1, 2020 1.75%	Jan 1, 2021 1.50%	Jan 1, 2022 1.25%
HCA	0-450 hrs	\$20.15	\$20.50	\$20.81	\$21.07
	451-1,950 hrs	\$21.16	\$21.53	\$21.85	\$22.13
	1,951-3,900 hrs	\$21.81	\$22.19	\$22.52	\$22.80
	3,901-5,850 hrs	\$22.14	\$22.53	\$22.87	\$23.16
	5,851-7,800 hrs	\$22.73	\$23.13	\$23.48	\$23.77
	7,801-9,750 hrs	\$23.47	\$23.88	\$24.24	\$24.54
	9,751-11,700 hrs	\$25.36	\$25.80	\$26.19	\$26.52
LPN	0-450 hrs	\$29.10	\$29.61	\$30.05	\$30.43
	451-1,950 hrs	\$29.96	\$30.48	\$30.94	\$31.33
	1,951-3,900 hrs	\$30.86	\$31.40	\$31.87	\$32.27
	3,901-5,850 hrs	\$31.46	\$32.01	\$32.49	\$32.90
	5,851-7,800 hrs	\$32.10	\$32.66	\$33.15	\$33.56
	7,801-9,750 hrs	\$32.74	\$33.31	\$33.81	\$34.23
	9,751-11,700 hrs	\$33.40	\$33.98	\$34.49	\$34.92
	11,701-13,650 hrs	\$34.06	\$34.66	\$35.18	\$35.62
13,651+ hrs	\$34.73	\$35.34	\$35.87	\$36.32	
Cook	0-450 hrs	\$18.40	\$18.72	\$19.00	\$19.24
	451+ hrs	\$18.97	\$19.30	\$19.59	\$19.83
Senior Cook	0-450 hrs	\$19.72	\$20.07	\$20.37	\$20.62
	451+ hrs	\$20.31	\$20.67	\$20.98	\$21.24

Dietary Aide	0-450 hrs	\$14.15*	\$14.40*	\$14.61*	\$14.79*
	451+ hrs	\$14.56*	\$14.81*	\$15.03	\$15.22
Housekeeper <i>Housekeeping Aide</i>	0-450 hrs	\$14.14*	\$14.39*	\$14.61*	\$14.79*
	451+ hrs	\$15.89	\$16.17	\$16.41	\$16.62
Dishwasher	0-450 hrs	\$14.80*	\$15.06	\$15.29	\$15.48
	451+ hrs	\$15.26	\$15.53	\$15.76	\$15.96
Maintenance <i>Environmental Services Assistant</i>	0-450 hrs	\$22.22	\$22.61	\$22.95	\$23.24
	451+ hrs	\$22.90	\$23.30	\$23.65	\$23.95
Recreation Aide	0-450 hrs	\$19.72	\$20.07	\$20.37	\$20.62
	451+ hrs	\$20.33	\$20.69	\$21.00	\$21.26
Receptionist	0-450 hrs	\$15.56	\$15.83	\$16.07	\$16.27
	451+ hrs	\$16.03	\$16.31	\$16.55	\$16.76
Senior Receptionist	0-450 hrs	\$19.72	\$20.07	\$20.37	\$20.62
	451+ hrs	\$20.33	\$20.69	\$21.00	\$21.26

Notes:

1. Senior Cook - In order to qualify for this position, the Employee must possess Red Seal Certification.
2. An "*" denotes that, while the rate listed shall be used to calculate future general wage increases, the actual rate of pay for such steps shall be fifteen dollars (\$15) per hour.
2. Employees who continue to be red circled after January 1, 2010 shall receive negotiated increases in lump sum payments equal to three percent (3%) of the previous years straight time earnings, paid quarterly.
3. Effective October 31, 2018 the Employer will adjust classification salaries to comply with Alberta Minimum Wage Standards.

~~ONE MEMBER REMAINS ON WAGE PROTECTION SUBJECT TO RIGHTS ARBITRATION~~

Retroactivity Provisions

Retroactive payments will be made to those Employees who were employed by the Employer the date of ratification. No retroactive payments will be made to persons who ceased to be Employees prior to the date of ratification.

The retroactive payments should be made as soon as practicable after ratification, but in any event not later than sixty (60) days following the date of ratification. Retroactivity will be paid on all hours worked.

DELETE

LETTER OF UNDERSTANDING
SOCIAL CLUB

~~Upon ratification of the Collective Agreement, the Parties agree the Social Club as identified in Article 29 of the previous Collective Agreement shall cease to exist. As a result of the elimination of the Social Club the following will occur:~~

- ~~1. All Bargaining Unit Employees participating in the Social Club at the date of ratification of the Collective Agreement ("the eligible Employees") shall be entitled to a portion of the fund balance;~~
- ~~2. The Local 47 Chapter 07 Executive Committee members will examine and agree upon the eligible Employees and create a list of eligible Employees;~~
- ~~3. The fund balance as of date of ratification will be in the Churchill Social Club bank account;~~
- ~~4. The Employer will, within thirty (30) days of date of ratification, ensure the Local 47 Chapter Executive Committee receives the current monthly Toronto Dominion (TD) bank statements and the cheque book;~~
- ~~5. Payment to eligible Employees by the Local 47 Chapter 07 Executive Committee will be made within two (2) months of ratification of the Collective Agreement;~~
- ~~6. Once payment has been made to the Social Club participants, the Employer and the Employees shall have no further obligations to the Social Club;~~
- ~~7. The Letter of Understanding will be deleted and the matter shall be finalized by equal distribution of all outstanding funds amongst all eligible Employees as determined by the Union Chapter Executive Committee.~~

NEW

LETTER OF UNDERSTANDING
REGISTRATION FEES

The parties agree that the increased reimbursement (\$250 increased from \$200) for the 2020 and 2021 LPN registration fees, in accordance with Article 34, shall be paid upon submission of the Employee's request for reimbursement of their 2022 registration fees. Such amount shall only be paid to Employees who previously submitted requests for reimbursement and are active employees at the Date of Ratification. Employees must provide proof of the renewals of registration along with the receipts.



For example:

2022 reimbursement: \$250, plus \$100 (increased amounts for 2020 and 2021).

This Letter of Understanding shall expire on December 31, 2021.

A handwritten signature in black ink, consisting of stylized, cursive letters that appear to be 'D' and 'H'.